



# City of Chicago Office of the City Clerk

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

## Legislation Referred to Committees at the Chicago City Council Meeting 4/15/2015

### Section 1a - Mayoral Introductions

| File #                                  | Title                                                                                                                                                                                                         | Sponsor(s)      | Committee Referral                    |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|
| 1                                       | O2015-3212 Superintendent of Police and Commissioner of Aviation authorized to insure safe landings and takeoffs of rotary wing aircraft during 2015 International Association of Chiefs of Police conference | Emanuel (Mayor) | Budget                                |
| <b>Agreement(s) - Concessions</b>       |                                                                                                                                                                                                               |                 |                                       |
| 2                                       | O2015-3403 Concession agreement with Goose Island regarding Jay Pritzker Pavilion at Millennium Park                                                                                                          | Emanuel (Mayor) | Special Events <i>Redacted Record</i> |
| <b>Agreement(s) - Easement</b>          |                                                                                                                                                                                                               |                 |                                       |
| 3                                       | O2015-2673 Easement agreement with WPA 2, LLC at 1515 W Haddon Ave for installation of storm sewer                                                                                                            | Emanuel (Mayor) | Housing                               |
| <b>Agreement(s) - Intergovernmental</b> |                                                                                                                                                                                                               |                 |                                       |
| 4                                       | O2015-2630 Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for John Greenleaf Whittier Elementary School                                       | Emanuel (Mayor) | Finance                               |
| 5                                       | O2015-2652 Intergovernmental agreements regarding Modern Schools Across Chicago Program for Faraday, Ericson and Jensen project budget                                                                        | Emanuel (Mayor) | Finance                               |
| 6                                       | O2015-2656 Intergovernmental agreement with Metropolitan Water Reclamation District of Greater Chicago regarding Albany Park storm tunnel                                                                     | Emanuel (Mayor) | Budget                                |
| 7                                       | O2015-2674 Intergovernmental agreement with Chicago Housing Authority for property at 3520 S Cottage Grove Ave                                                                                                | Emanuel (Mayor) | Housing                               |
| <b>Appointment(s)</b>                   |                                                                                                                                                                                                               |                 |                                       |
| 8                                       | A2015-20 Appointment of Jeremiah M. Jurevis as member of Special Service Area No. 17, Central Lakeview Commission                                                                                             | Emanuel (Mayor) | Finance                               |
| 9                                       | A2015-23 Appointment of Barbara A. Bolsen as member of Special Service Area No. 31, Greater Ravenswood Commission                                                                                             | Emanuel (Mayor) | Finance                               |
| 10                                      | A2015-24 Appointment of Marcy S. Huttas as member of Special Service Area No. 33, Wicker Park and Bucktown Commission                                                                                         | Emanuel (Mayor) | Finance                               |

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4/15/2015

## Section 1a - Mayoral Introductions

| File #                             | Title      | Sponsor(s)                                                                                                                                                                                                | Committee Referral |                       |
|------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|
| 11                                 | A2015-27   | Appointment of Daniel Casey as member of Chicago Emergency Telephone System Board                                                                                                                         | Emanuel (Mayor)    | Public Safety         |
| 12                                 | A2015-29   | Appointment of Charles Stewart III as member of Chicago Emergency Telephone System Board                                                                                                                  | Emanuel (Mayor)    | Public Safety         |
| <b>Budget Amendment(s)</b>         |            |                                                                                                                                                                                                           |                    |                       |
| 13                                 | O2015-2628 | CDBG Year XLI Adjustment                                                                                                                                                                                  | Emanuel (Mayor)    | Budget                |
| <b>Committee/Public Hearing(s)</b> |            |                                                                                                                                                                                                           |                    |                       |
| 14                                 | R2015-252  | Call for hearing(s) on proposal by Governor Bruce Rauner regarding creation of local right to work zones                                                                                                  | Emanuel (Mayor)    | Workforce Development |
| <b>Fund 925 Amendment(s)</b>       |            |                                                                                                                                                                                                           |                    |                       |
| 15                                 | O2015-2629 | Annual Appropriation Ordinance Year 2015 amendment within Fund No. 925 for Department of Public Health                                                                                                    | Emanuel (Mayor)    | Budget                |
| <b>Municipal Code Amendment(s)</b> |            |                                                                                                                                                                                                           |                    |                       |
| 16                                 | O2015-2626 | Amendment of Municipal Code Section 2-112-230 by authorizing Commissioner of Health to execute agreements with entities operating schools within City of Chicago for provision of student dental services | Emanuel (Mayor)    | Education             |
| 17                                 | O2015-2717 | Amendment of Municipal Code Chapter 3-29 regarding use tax for nonretail transfers of motor vehicles                                                                                                      | Emanuel (Mayor)    | Finance               |
| <b>Reappointment(s)</b>            |            |                                                                                                                                                                                                           |                    |                       |
| 18                                 | A2015-21   | Reappointment of Cindy L. Rudman as member of Special Service Area No. 18, North Halsted Commission                                                                                                       | Emanuel (Mayor)    | Finance               |
| 19                                 | A2015-22   | Reappointment of Jill C. Heise, Melissa L. Salvatore and Lisa S. Santos as members of Special Service Area No. 27, West Lakeview Commission                                                               | Emanuel (Mayor)    | Finance               |
| 20                                 | A2015-25   | Reappointment of Kelly Cheng as member of Special Service Area No. 34, Uptown Commission                                                                                                                  | Emanuel (Mayor)    | Finance               |
| 21                                 | A2015-26   | Reappointment of Noreen Keeney, Charles M. Long, Joshua A. Reitman, Terry N. Tuohy and Marc P. Vuong as members of Special Service Area No. 34, Uptown Commission                                         | Emanuel (Mayor)    | Finance               |
| 22                                 | A2015-28   | Reappointment of Michael E. Callahan as member of Chicago Emergency Telephone System Board                                                                                                                | Emanuel (Mayor)    | Public Safety         |
| <b>Sale of City-owned Property</b> |            |                                                                                                                                                                                                           |                    |                       |
| 23                                 | O2015-2808 | Sale of City-owned property at 4001-4059 S Halsted St to 41 Venture LLC                                                                                                                                   | Emanuel (Mayor)    | Housing               |

Redacted  
Record

# Legislation Referred to Committees at the Chicago City Council Meeting

4/15/2015

## Section 1a - Mayoral Introductions

|                                     | File #     | Title                                                                                            | Sponsor(s)      | Committee Referral |
|-------------------------------------|------------|--------------------------------------------------------------------------------------------------|-----------------|--------------------|
| 24                                  | O2015-3240 | Repeal of land sale for property at 216-218 S Kilbourn Ave and 4500-4506 W Jackson Blvd          | Emanuel (Mayor) | Housing            |
| <b>Social Issues &amp; Programs</b> |            |                                                                                                  |                 |                    |
| 25                                  | O2015-2687 | Establishment of "Reparations for Burge Torture Victims" fund                                    | Emanuel (Mayor) | Finance            |
| 26                                  | R2015-256  | Call for reparations to victims and family members affected by law enforcement torture and abuse | Emanuel (Mayor) | Finance            |



# City of Chicago



O2015-3212

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                                                                                    |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                                                                                          |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                                                                                    |
| <b>Type:</b>                    | Ordinance                                                                                                                                                                                          |
| <b>Title:</b>                   | Superintendent of Police and Commissioner of Aviation authorized to insure safe landings and takeoffs of rotary wing aircraft during 2015 International Association of Chiefs of Police conference |
| <b>Committee(s) Assignment:</b> | Committee on Budget and Government Operations                                                                                                                                                      |





~~PUB. SAF.~~  
Budget

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing rotary-wing takeoffs and landings in conjunction with the 2015 IACP conference.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## **ORDINANCE**

**WHEREAS**, As a home rule unit under Section 6 of Article VII of the Illinois Constitution, the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, The International Association of Chiefs of Police ("IACP") is the world's oldest and largest nonprofit membership organization of police executives, with over 20,000 members; and

**WHEREAS**, Since its formation in 1893, the IACP has held an annual conference ("Conference") to share insight, learn about promising practices, and discuss current technology with thousands of law enforcement executives; and

**WHEREAS**, At the Conference, the IACP assembles over 800 companies to display their newest products, services and the latest technologies designed specifically for law enforcement, including exhibits on helicopters and related equipment used by public safety agencies; and

**WHEREAS**, The Conference scheduled for 2015 will be held in Chicago; now, therefore,

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

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

**SECTION 2.** Notwithstanding Section 10-36-380 or any other provision of the Municipal Code of the City of Chicago to the contrary, and subject to rules and regulations promulgated by the Superintendent of Police and the Commissioner of Aviation, the Superintendent and the Commissioner may authorize the landing or taking off of a rotary wing aircraft, by or on behalf of a person participating as an exhibitor of helicopters or associated equipment (the "Exhibitor") at the Conference to be held at McCormick Place Convention Center in 2015, under the following conditions:

1. The Exhibitor and persons acting on behalf of the Exhibitor must not violate State or Federal law or regulations in its use of the rotary wing aircraft;
2. The landing and takeoff of the aircraft must occur on property owned by the Metropolitan Pier and Exposition Authority at the McCormick Place Complex,
3. The landing and takeoff of the aircraft must occur during the Conference or no more than 10 days before the first day of the Conference or no more than 10 days after the last day of the Conference in the year 2015, and

4. No aircraft may land on or take off from such property more than once.

**SECTION 3.** The Superintendent of Police and the Commissioner of Aviation shall have authority to promulgate rules and regulations that may be necessary to insure the safe landings and takeoffs of rotary wing aircraft under this ordinance.

**SECTION 4.** Any person who violates any of the provisions of this ordinance, or any rule or regulation promulgated hereunder, shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each offense.

**SECTION 5.** This ordinance takes effect upon its passage and approval.



# City of Chicago



O2015-3403

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                           |
|---------------------------------|-------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                 |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                           |
| <b>Type:</b>                    | Ordinance                                                                                 |
| <b>Title:</b>                   | Concession agreement with Goose Island regarding Jay Pritzker Pavilion at Millennium Park |
| <b>Committee(s) Assignment:</b> | Committee on Special Events, Cultural Affairs and Recreation                              |

SP EV.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

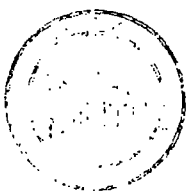
Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing the execution of a concession agreement with Goose Island regarding the Pritzker Pavilion.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO  
LIBRARY  
CHICAGO, ILL.

## ORDINANCE

WHEREAS, the Department of Cultural Affairs and Special Events of the City (the "Department") wishes to retain a food and beverage concessionaire on the east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (and such satellite locations in Millennium Park as determined by the Department); and

WHEREAS, the Department issued a Request for Proposals in 2015, and, after evaluating responses, selected Lincoln Park Brewery, Inc., d/b/a Goose Island Brewing Company (Goose Island), as the concessionaire; and

WHEREAS, the Department and Goose Island have agreed to the terms of the concession, which are reflected in the concession agreement which is attached hereto as Exhibit A; and

WHEREAS, the Department wishes for the City Council to authorize the Department to negotiate and enter into such concession agreement;

NOW THEREFORE, it is ordained by the City Council of the City as follows:

1. The recitals are incorporated herein.
2. The Commissioner of the Department of Cultural Affairs and Special Events is authorized to negotiate and enter into a concession agreement with Goose Island, in substantially the form attached hereto as Exhibit A, with such other terms as determined by the Commissioner, provided that they are favorable to the City. The Commissioner is authorized to enter into such other ancillary documents as are necessary in connection with the concession agreement.
3. In accordance with Section 6-15 of the Liquor Control Act of 1934, as amended, alcoholic liquor may be sold or delivered pursuant to applicable provisions of the Municipal Code of Chicago by the concessionaire, at the concession location(s) as specified in the Agreement.
4. This ordinance is effective upon its passage and approval.

**MILLENNIUM PARK**  
**CONCESSION LICENSE**  
**AGREEMENT**

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois, by and through the Department of Cultural Affairs and Special Events (hereinafter referred to as "Licensor" or the "City"), and Lincoln Park Brewery, Inc., d/b/a Goose Island Brewing Co. (hereinafter referred to as "Licensee").

**WITNESSETH:**

**WHEREAS**, Licensor wishes to retain a food and beverage concessionaire on the east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (and such satellite locations in Millennium Park as may be determined by the City), for designated hours on concert days in Millennium Park; and

**WHEREAS**, Licensee represents that it is ready, willing and able to conduct the operation of such concession at Millennium Park; and

**WHEREAS**, the Licensor deems it in the public interest and beneficial to itself and to the operation of Millennium Park to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

**PART I - SPECIAL PROVISIONS**

**SECTION 1.**

**PREMISES**

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts subject to the terms of this Agreement, a license as described in Section 3 hereof to use those spaces at Millennium Park which are more particularly described in Exhibit A-1 for the purposes as described in this Agreement and for no other purpose whatsoever.

All licensed spaces described in Exhibit A-1 may be collectively referred to herein as "the Premises" and are depicted in their approximate locations on the drawings attached as Exhibit



A-2.

B. Additional Operations. The Commissioner of the Department of Cultural Affairs and Special Events ("Commissioner") reserves the right to designate additional concession sites in Millennium Park to be operated by Licensee during the term of this Agreement (the "Additional Sites"), provided the terms of Section 10-36-140 of the Municipal Code of the City are followed. The operation of Additional Sites is limited to no more than thirty five (35) dates during the Season described in Section 2 and is subject to the terms and conditions of this Agreement. Nothing herein shall be construed as granting any permit for any Additional Sites.

## **SECTION 2.**

### **TERM**

The term of this Agreement shall commence on May 1, 2015 ("Effective Date"), and shall terminate on September 30, 2015, unless terminated earlier pursuant to the terms of this Agreement. The parties may extend the term of the Agreement for two additional terms of one year each (i.e., May 2016 – September 2016 and May 2017 – September 2017). Such extensions must be by mutual agreement; either party may request the extension by written notice to the other.

Concession services under this Agreement will be provided only on scheduled event dates during the Season. For purposes of this Agreement, the "Season" means: (a) for 2015, the period starting May 20, 2015 through September 20, 2015 (b) for 2016, if the Agreement is extended for an additional term, the period starting May through September (the "Second Season"); and (c) for 2017, if the Agreement is extended for a second additional term, the period starting May through September (the "Third Season"). A tentative list of scheduled event dates for the Season is attached as Exhibit I. The City may add, remove or change events on the list in its sole discretion. The City will provide notice of confirmed scheduled events, including scheduled starting and ending times, to Licensee at least fourteen (14) days prior to each event.

In the event that Licensor wishes to have a concessionaire at the Concession Site after the end of the Third Season, during the period October through April (the "Extended Season"), and publicly solicits requests for proposals and/or qualifications to obtain such services, Licensor shall offer the concession services for the Extended Season to Licensee on the same terms and conditions contained in the response that would have otherwise been selected by Licensor. Licensee shall have 15 days from and after receipt thereof to decide whether to provide the concession services for the Extended Season on such terms and conditions. If Licensee shall give notice of intent not to provide the services or shall give no notice within the time specified above, Licensor may proceed with any other concessionaire. If Licensee notifies

Licensors that it elects to provide the concession services for the Extended Season on such terms and conditions, the parties shall enter into a contract based upon such terms and conditions, subject to approval by City Council.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

### **SECTION 3.**

#### **GENERAL DESCRIPTION OF THE CONCESSION**

##### **A. Purpose/Operating Rights**

1. Concession Pad. Licensor grants to Licensee an exclusive right to use the Concession Pad for the preparation of food to be served, and the operation of a food and beverage concession selling alcoholic and non-alcoholic beverages and foods:

a. at the Concession Pad and in the Seating Space (as depicted on Exhibit A-1) and any other spaces which may be legally operated by Licensee in Millennium Park from time to time in conjunction with scheduled events during the Season and the hours specified in Section 9 hereof ("Concession Hours"); and

b. at events, if any, which may be held by the City in the Seating Space during the Season as specified in Section 4 hereof, provided that nothing contained herein shall be construed as otherwise giving Licensee an exclusive right to cater events in Millennium Park.

2. Seating Space. Licensor grants to Licensee a right to use the Seating Space to serve food and beverages to customers seated in the Seating Space during Concession Hours during the Season. Licensee recognizes that Licensor may, at the same time that Licensee is serving customers in the Seating Space, use the Seating Space for other purposes consistent in the Commissioner's judgment with Licensee's use, including, but not limited to, staging musical performances and special programs.

B. Activities and Equipment Permitted at the Concession Site. Alcoholic beverage sales are limited to beer and wine only.

C. Conflicts between Concessions. Subject to the second sentence of this paragraph, in

the event of a conflict between Licensee's concession and that of any other licensee at Millennium Park, Licensee agrees that the Commissioner shall make the final decision as to which activities may be conducted by Licensee and agrees to be bound by such decision of the Commissioner. Licensor acknowledges and agrees that Licensee shall have the exclusive right to conduct a food and/or beverage concession (but not an exclusive right to perform catering services) as a food service provider at the Concession Site in accordance with the terms of this Agreement.

Licensee understands and agrees that its operation under this Agreement is a service to the general public and persons using the Millennium Park and that Licensee shall conduct its operation in a safe, first-class, businesslike, efficient, courteous and accommodating manner. The Commissioner, DCASE and Millennium Park management staff ("MP Staff") shall have the right to approve the following: menu and product selection, product display, product packaging, the quality of service provided on the Premises and the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that DCASE actively seeks corporate sponsorships for DCASE events. DCASE's agreements with its sponsors may include exclusivity for certain beverage and/or food products to be sold at certain DCASE events. DCASE may require Licensee to sell specified products for certain identified events, as determined by the Commissioner, and Licensee agrees to comply with all terms and conditions associated with these sponsorships, to be determined in the Commissioner's sole discretion.

Licensee understands and agrees that its operation at Millennium Park necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises. All food served must be top quality, fresh, and well prepared. Licensee shall maintain an adequate staff on the Premises and use the utmost skill and diligence in the conduct of Licensee's business on the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision, who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions, and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

#### **SECTION 4.**

##### **GENERAL DESCRIPTION OF LICENSEE'S RIGHT OF CATERING EVENTS IN MILLENNIUM PARK**

A. Exclusivity. From time to time, the Licensor may rent the Seating Space of the Concession Site to interested persons or organizations for private parties or events on any days in the Season. Licensee has the exclusive right to cater such events at the Concession Site. Licensee acknowledges that Licensee's exclusive privilege to cater events at Millennium Park is limited to the foregoing, and that the Licensor may permit other parties to cater events at Millennium Park that do not fall within Licensee's exclusive right.

B. Payments for Use of Seating Space. Licensee acknowledges that the fee paid by any third party to the Licensor for use of the Seating Space shall be the sole property of Licensor, and that Licensee's sole compensation for catering such events shall be the catering fee which Licensee charges such third party, which fees shall be included within the definition of Net Revenues as described in Section 5 hereof.

#### **SECTION 5.**

##### **LICENSE FEE**

A. Percentage License Fee/Minimum Guaranteed License Fee. In consideration for the concession in Millennium Park and for the rights specified hereunder, on July 15, 2015 for sales made in the period from the commencement of the Season to June 30, 2015 and on the fifteenth (15<sup>th</sup>) day of each month thereafter until the month following the end of the Season, for sales made in the previous calendar month, Licensee agrees to pay Licensor the monthly license fee ("License Fee") described in Exhibit G. Payments will be made to DCASE, Chicago Cultural Center, Room 400, 78 East Randolph Street, Chicago, IL 60602, Attn: Deputy Commissioner, Finance and Administration

For the purposes of calculating the License Fee described in Exhibit G, Net Revenues will begin to accumulate on the opening date for the Season and such accumulation will end on the last day of the Season.

B. Monthly Report. Licensee, on July 15, 2015 for sales made in the period from the commencement of the Season to June 30, 2015, and on the fifteenth (15<sup>th</sup>) day of each month thereafter for sales made in the previous calendar month, shall furnish to the City Comptroller and the Commissioner a separate monthly report certified by an officer of Licensee, containing a detailed breakdown of Licensee's Net Revenues for the previous month.

C. Settlement. At the end of the Season, if the total amount of Percentage Licensee Fees for the entire Season is less than the Minimum Guaranteed License Fee, Licensee shall include, along with the monthly report immediately following the end of the Season, payment to DCASE of the amount by which the Minimum Guaranteed License Fee exceeds the total Percentage License Fees for the Season.

D. Interest For Late Payment. Without waiving any other right of action available to Licensor, in the event of delinquency by Licensee in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of twelve percent (12%) per annum from the date such item was due and payable until paid. Licensor is entitled to such interest only if it provides Licensee with written notice of such delinquency and a five business days cure period; however, Licensee is entitled to only one such overdue notice and cure period before interest accrues on any and all sums delinquent. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, until such dispute is settled. No interest shall be paid if Licensee prevails in such dispute.

E. "Net Revenues" Defined. The term "Net Revenues" as used herein, shall mean the following for the categories of beer sales, wine sales, other beverage sales, and non-beverage sales: (i) the aggregate amount of all sales made, fees charged, and services performed by Licensee at the Concession Site and any Additional Sites, for cash, credit, or otherwise, of every kind, name, or nature, regardless of when or whether paid or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater; (ii) the aggregate amount of all sales made, fees charged, and services performed by Licensee for events catered by Licensee at the Concession Site for cash, credit, or otherwise, of every kind, name or nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater, minus, in either case, any sums collected and paid out for any sales, occupation, excise or other tax levied by the Federal, any state or any governmental or quasi-governmental authority based upon or measured by the sale or sales prices of items or charges for services, provided that no deduction from Net Revenues shall be allowed on account of income taxes, gross receipts taxes or other similar taxes.

F. Records of Licensee. Licensee shall, with respect to business done by it at the Concession Site, keep true and accurate accounts, records, books and data, which shall, among other things, itemize the Net Revenues of all Licensee's business at the Concession Site and any Additional Sites, including all sales made, fees charged, and services performed for cash, credit, or otherwise (without regard to whether paid or not), divided as follows: beer sales, wine sales, other beverage sales, and non-beverage sales. Licensee agrees to maintain an adequate and reasonable system of internal control to ensure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed restaurant

operators and caterers. Licensee shall preserve such records for five (5) years after the end of the term of this Agreement.

G. Books, Records and Audits. Licensee shall maintain the following at the Concession Site: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Concession Site and any Additional Sites. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner, the City Comptroller, the Department of Revenue, and MP Staff or their duly authorized representatives, at reasonable times during hours of operation, and such representatives of Licensors shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively, representatives of Licensors may examine Licensee's books and records at Licensee's business office in Chicago during regular business hours.

The Licensors may select an independent third party auditor to certify the accuracy of the settlements made pursuant to this Agreement. The audit shall be separate from that conducted by Licensee pursuant to this Section.

Within one hundred twenty (120) days after the close of each calendar year, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensors with a "Statement of Net Revenues" representing Net Revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensors of the identity of the independent certified public accountant prior to the close of such calendar year and such independent certified public accountant must be acceptable to Licensors.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of Net Revenues reported to the City of Chicago by \_\_\_\_\_, for the year ended \_\_\_\_\_, relating to the restaurant concession operations at Millennium Park pursuant to an Agreement between the City of Chicago and \_\_\_\_\_, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of Net Revenues presents accurately and fairly the amount of Net Revenues, as defined in the Agreement, for the year ended \_\_\_\_\_".

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed

at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require, which are reasonably related to the Premises.

**SECTION 6.**

**[RESERVED]**

**SECTION 7.**

**[RESERVED]**

**SECTION 8.**

**NOTICES**

Notices to Licensor shall be sent by certified mail, postage prepaid, addressed to Licensor at 78 E. Washington Street, Room 300, Chicago, Illinois 60602, Attention: Commissioner. Notice to Licensee shall be sent by certified mail, postage paid, addressed to Licensee at 1800 N. Clybourn St., Chicago, IL 60614, Attention: President, or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails, in accordance with this Section 8.

**PART II- GENERAL PROVISIONS**

**SECTION 9.**

**SERVICES TO BE PERFORMED BY LICENSEE**

A. Hours of Operation; Load In. Concession services will be provided only on scheduled event dates during the Season and during the hours indicated in the notice of scheduled events sent by Licensor to Licensee at least fourteen (14) days prior to the event. The maximum number of events during the Season will be 90. As a general rule, concession starting times will be either at 11:00 a.m. for certain early opening events or at 4:00 p.m. for regular events, and all food and beverage sales must end within 30 minutes of the conclusion of the event, and no later than 9:45 p.m. on any given evening subject to greater or lesser hours as directed by Licensor (the "Concession Hours"). If the Commissioner deems it necessary due to the curtailment of hours by Licensor for public access to Millennium Park, she may decrease Concession Hours. Further, notwithstanding this paragraph, Licensee acknowledges and understands that there will be some intermittent occasions on which special events will be

conducted at Millennium Park for public or private purposes which may not coincide with Licensee's regular operating hours. Accordingly, in connection with such occasions as notified by Licensor, Licensee agrees to operate (or not operate) as instructed by the Commissioner. Licensee will be permitted a load-in period of up to three (3) days prior to the first event of the Season to supply the Concession Site with coolers, electric cook tops, grills, plates, napkins and other items necessary to provide concession services under this Agreement. Licensee must get advance approval from the Commissioner as to its planned timing and method of load in.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees, while on duty, shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or Federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, Licenses, etc. Licensee must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 9, and Licensee must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Licensee must require all Subcontractors to do so, also. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

D. Portable Cooktops; Maintenance. At its own expense, Licensee shall bring its own portable cooktops to the Premises, sufficient in kind and number to promptly meet the demands of the operations at the Concession Site at all times. Licensee is responsible for all maintenance and repair of the cooktops. Licensee must have its own broom, dust pan and supply of cleaning products at the Concession Site necessary for keeping the Concession Site in a clean and neat appearance, except that custodial services will be provided as provided in Section 10 hereof.

E. Operation Costs. Except as provided in Section 10 hereof, Licensee shall bear at its own expense all costs of operating the concession and shall pay in addition to the License Fee all other costs connected with the use of the Premises and facilities and the rights and privileges granted, including, but not limited to, all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Concession Site for its purpose, subject to



(i) the prior reasonable approval of DCASE as to the number, size, height, location and general type and design; and (ii) the requirements of applicable law.

Without express written reasonable consent of the Commissioner and MP Staff, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures, menus, or similar materials.

G. Alteration of Premises. Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

## **SECTION 10.**

### **SERVICES TO BE PERFORMED BY LICENSOR**

Licensor will provide tents at the Concession Site and maintain tent walls in a reasonable condition. Licensor will provide general site management and security at the Concession Site within the bounds of its normal course of business of providing those services at Millennium Park generally.

Licensor will provide custodial services at the Concession Site within the bounds of its normal course of business of providing those services at Millennium Park generally, including removing trash nightly, providing standard trash receptacles to be emptied by custodial staff, emptying trays as needed during operational hours and at the end of events, and clean up after the conclusion of events.

Licensor shall provide lighting and power hook ups at the Concession Site and absorb the costs of electricity relative to the operation of the Premises.

## **SECTION 11.**

### **QUALITY AND PRICE CONTROL**

A. Menu. Licensee's initial menu which it will use at the Premises, including prices, shall be delivered to Licensor for approval prior to the first day of operations at the Premises. Licensee shall offer for sale only items of premium quality and charge fair and reasonable prices. In the event that Licensee adds menu items, Licensee shall submit to Licensor for approval in advance a list of such new menu items it proposes to be offered for sale on the Premises and the prices to be charged therefor.

B. Inspection and Review. Licensor may inspect Licensee's operations, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

## **SECTION 12.**

### **TERMINATION**

In addition to any other termination rights under this Agreement, Licensor may terminate this Agreement, or all or any portion of the services to be performed under it, at any time by a notice in writing from the City to Licensee sent in accordance with the notice provisions of this Agreement. The effective date of termination will be the date the notice is received by Licensee or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all services to be provided under it must cease. Licensee must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Licensee will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Licensee or the City. If the City's election to terminate this Agreement for default under Section 30 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 12.

## **SECTION 13.**

### **[RESERVED]**

## **SECTION 14.**

### **[RESERVED]**

## **SECTION 15.**

### **INSURANCE**

The Licensee shall provide and maintain at Licensee's own expense, and during the term of the Agreement and during the time period following expiration of agreement if Licensee is required to return and perform any additional, services, the insurance coverages and requirements specified in Exhibit H, insuring all operations related to the Agreement.

## **SECTION 16.**

### **INDEMNITY**

(a) Licensee must defend, indemnify, and hold harmless the City, MB Real Estate, the Millennium Park Foundation., and their respective officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Licensee's failure to perform or cause to be performed Licensee's promises and obligations as and when required under this Agreement, including Licensee's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under this Agreement; and
- (v) injuries to or death of any employee of Licensee or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Licensee's breach of this Agreement or to Licensee's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Licensee waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Licensee's performance of Services beyond the term. Licensee acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart

from and not limited by the Licensee's duties under this Agreement, including the insurance requirements in this Agreement.

## **SECTION 17.**

### **INSPECTIONS**

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

## **SECTION 18.**

### **INGRESS AND EGRESS**

Subject to regulations governing the use of Millennium Park, Licensee, its agents and servants, patrons and invitees, and its suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services, materials, or stock shall provide such services in a reasonable manner and at such times as not to interfere with normal Millennium Park operations.

## **SECTION 19.**

### **ASSIGNMENT AND SUBLETTING**

Licensee shall not assign, delegate, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights, privileges, or obligations created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be an event of default pursuant to Section 30 hereof. For purposes of this Section, a "substantial change in ownership" shall include (1) any transfer of more than 40% of the Licensee's equity and (2) the assumption of a sufficient amount of debt to affect the operation and/or control of the Licensee.

All subcontracts and all approvals of subcontractors for the performance of any of Licensee's obligations hereunder ("Subcontractors") and any assignment to which the

Commissioner consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement; and if any Subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner, the Licensor shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by the Licensee itself or by any other Licensor-approved Subcontractor or assignee. Any approval for the use of Subcontractors or assignees in the performance of Services under this Agreement shall under no circumstances operate to relieve the Licensee of any of its obligations or liabilities hereunder.

All Subcontracts shall contain provisions making them assignable to City. Upon the occurrence of an event of default under this Agreement, City shall have the right to require that Licensee complete the assignment to City of any and all Subcontracts. Such assignment shall be in writing and in a form and substance acceptable to City. Licensee agrees that all such Subcontracts shall further contain a clause which provides that in the case of any Subcontract so assigned, the Subcontractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Subcontract prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Subcontracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, agents or other Subcontractors.

The Licensee, upon entering into any agreement with a Subcontractor, shall furnish the Commissioner with five (5) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner.

## **SECTION 20.**

### **CHICAGO "LIVING WAGE" ORDINANCE**

Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the Premises herein, or Millennium Park, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which shall not be unreasonably withheld.

(a) Licensee must pay its Covered Employees (as defined below), and must ensure that all subcontractors pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**"). For purposes of this section, "Covered Employees" means those categories of workers employed in the performance of City contracts that are identified in Section 2-92-610 of the Municipal Code, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers,

cashiers, elevator operators, custodial workers and clerical workers.

(b) Licensee's obligation to pay, and to ensure payment of, at least the Base Wage will begin upon the commencement of the term of this Agreement and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is \$11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the City's Department of Procurement Services. At all times during the term of this Agreement, Licensee and all subcontractors must pay at least the Base Wage (as adjusted in accordance with the above) to any Covered Employees. If the prevailing wages are higher than the Base Wage, then Licensee and all subcontractors must pay the prevailing wage rates.

(d) Licensee must include provisions in all subcontracts requiring its subcontractors to pay at least the Base Wage to their Covered Employees. Licensee agrees to provide the City with documentation acceptable to it demonstrating that all Covered Employees, whether employed by Licensee or by a subcontractor, have been paid at least the Base Wage, upon the City's request for such documentation. The City may independently audit Licensee and/or subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Licensee is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

## **SECTION 21.**

### **REDELIVERY**

Licensee will make no unlawful or offensive use of the Premises and will at the expiration of the term specified in Section 2 or upon any sooner termination specified elsewhere in this Agreement, quit and deliver the Premises to Licenser peaceably, quietly and in a good order and condition, reasonable use and wear excepted.

## **SECTION 22.**

### **NON-DISCRIMINATION AND OTHER REQUIREMENTS**

#### **A. Federal Requirements**

It shall be an unlawful employment practice for the Licensee (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Licensee shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. §12101 et seq., as amended; and 41 C.F.R. Part 60 et seq. (1990).

#### B. State Requirements

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 111. Admin. Code §750 Appendix A. Furthermore, Licensee shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

#### C. City Requirements

Licensee shall comply with the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Municipal Code of Chicago, as amended. Further, Licensee shall furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### D. Subcontractors

Licensee agrees that all of the above provisions, (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

## **SECTION 23.**

### **WARRANTIES AND REPRESENTATIONS**

In connection with the execution of this Agreement, Licensee warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors of any tier are competent to perform as required under this Agreement; and that Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That Licensee must comply with Chapter 2-156 of the Municipal Code. Licensee acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code, is voidable as to the City; and
- C. That Licensee shall not knowingly use the services of any ineligible subcontractor for any purpose in the performance of this Agreement; and
- D. That Licensee and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Chief Procurement Officer to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Licensor; and
- E. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the Licensor, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee; and
- F. That Licensee was given ample opportunity and time and was requested by the Licensor to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Licensee expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any



other claim on account of such omission; and

- G. That Licensee and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, et seq., as amended; and
- H. It is the duty of any bidder, proposer or Licensee, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Licensee, or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Licensee understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code; and
- I. Licensee understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to this Agreement; and
- J. Licensee has no outstanding parking violation complaints or debts owed to the Licensee as defined in Section 2-92-380 of the Municipal Code of Chicago; and
- K. Neither Licensee nor an Affiliate of Licensee (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. AAffiliate of Licensee@means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Licensee. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and
- L. Failure by the Licensee or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer. Licensee agrees that Licensee's failure to maintain eligibility (or failure by Controlling Persons to

maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default; and

- M. Licensee acknowledges that it is the duty of the Licensee to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows or should reasonably know to involve corrupt or other unlawful activity by its employees or the employees of any of its subcontractors, in connection with the performance of City work, or by any person dealing with the City which concerns the person's dealings with the City. Knowing failure to make such a report will be an event of default under this Agreement; and
- N. (i) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (ii) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire an individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Licensee under this Agreement are employees or subcontractors of Licensee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Licensee.
- (iii) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- (iv) In the event of any communication to Licensee by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the

head of the relevant City Department utilizing services provided under this Agreement. Licensee will also cooperate with inquiries by OIG Hiring Oversight.

## **SECTION 24.**

### **NON-LIABILITY OF PUBLIC OFFICIALS**

No official, employee or agent of the Licenser shall be charged personally by the Licensee, or by any assignee or sublicensee of the Licensee, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the Licenser's execution or attempted execution, or because of any breach hereof.

## **SECTION 25.**

### **BUSINESS DOCUMENTS, DISCLOSURE OF OWNERSHIP INTERESTS AND OTHER CERTIFICATIONS**

Licensee shall, if requested by the Commissioner, provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois. Licensee must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit C. Notwithstanding acceptance by the City of the EDS, Licensee's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Licensee must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Licensee further agrees to provide such other affidavits or certifications as may be required by federal, state or local law in the award of public contracts. Licensee shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the Licenser.

Licensee certifies, as further evidenced in the EDS attached as Exhibit C, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Licensee further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Licensee or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

## **SECTION 26.**

### **CONFLICT OF INTEREST**

No member of the governing body of the Licensor or other unit of government and no other officer, employee, or agent of the Licensor or other unit of government who exercises any functions or responsibilities in connection with this Agreement shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the Licensor or Licensor employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Licensee covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of this Agreement. The Licensee further covenants that in the performance of this Agreement no person having any such interest shall be employed. Licensee agrees that if the Licensor, by the City Comptroller in his reasonable judgment, determines that any of Licensee's services for others conflict with the duties of the Licensee under this Agreement, Licensee shall terminate such other services immediately upon request of the Licensor.

Furthermore, if any federal funds are to be used to compensate or reimburse Licensee under this Agreement, the Licensee represents that it is and will remain in compliance with federal restrictions on lobbying set forth in section 3 19 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 3 1 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 if (1989), as amended. If federal funds are to be used, Licensee shall execute a Certification Regarding Lobbying, which shall be attached hereto and incorporated by reference as part of Exhibit C as if fully set forth here.

## **SECTION 27.**

### **MACBRIDE PRINCIPLES ORDINANCE**

Licensor through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Licensee conducts any business operations in Northern Ireland, it is hereby required that the Licensee shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in

The provisions of this Section shall not apply to contracts for which the Licensor receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

## **SECTION 27.1**

### **BUSINESS RELATIONSHIPS**

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

Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” will not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

## **SECTION 27.2**

### **PROHIBITION ON CERTAIN CONTRIBUTIONS**

No Licensee or any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Licensee's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Licensee, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Licensee represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Licensee or the date Licensee approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Licensee shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Licensee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Licensee's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Licensee and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

### **SECTION 27.3**

#### **ENVIRONMENTAL WARRANTIES AND REPRESENTATIONS**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Licensee's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Licensee's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Licensee's eligibility for future contract awards.

### **SECTION 27.4**

#### **FIRMS OWNED OR OPERATED BY INDIVIDUALS WITH DISABILITIES**

The City encourages contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

## **SECTION 28.**

### **INCORPORATION**

This Agreement and the Exhibits and Attachments, if any, attached to this Agreement are incorporated into this Agreement by this reference and constitute the entire and exclusive agreement between the parties with respect to the subject matter of the Agreement and supersede all prior communications and negotiations, whether written or oral.

## **SECTION 29. NON-WAIVER**

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

## **SECTION 30.**

### **DEFAULT AND REMEDIES**

A. Event of Default. The following constitute events of default under this Agreement:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Licensee to the City.
2. Licensee's material failure to perform any of its obligations under this Agreement including the following:
  - (i) Failure to perform the services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the services;
  - (ii) Failure to have and maintain all professional licenses required by law to perform the services;
  - (iii) Failure to timely perform the services;



(iv) Failure to perform the services in a manner reasonably satisfactory to the Commissioner or inability to perform the services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the services for reasons within Licensee's reasonable control;

(vii) Failure to comply with Section 22 in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(x) Any other acts specifically stated in this Agreement as constituting an act of default.

3. Any change in ownership or control of Licensee without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.
4. Licensee's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Licensee acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
5. Licensee's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Commissioner, it indicates a willful or reckless disregard for City laws and regulations.
6. Licensee's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under this Agreement.

B. Licensor's Remedies. The occurrence of any event of default permits the City, at the City's sole option, to declare Licensee in default. The Commissioner may in her sole discretion give Licensee an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Commissioner. Whether to declare Licensee in default is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge.

The Commissioner will give Licensee written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Commissioner gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if Licensee fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Licensee must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

C. Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

1. The right to take over and complete the services, or any part of them, at Licensee's expense and as agent for Licensee, either directly or through others, and bill Licensee for the cost of the services.
2. The right to terminate this Agreement as to any or all of the services yet to be performed effective at a time specified by the City.
3. The right of specific performance, an injunction or any other appropriate equitable remedy.
4. The right to money damages.
5. The right to deem Licensee non-responsible in future contracts to be awarded by the City.
6. The right to declare default on any other contract or agreement Licensee may have with the City.

D. City's Reservation of Rights. If the Commissioner considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Licensee to continue to provide the services despite one or more events of default, Licensee is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

E. Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **SECTION 31.**

#### **MONETARY DAMAGES**

In the event Licensor elects to terminate this Agreement in connection with an event of default, Licensee shall pay to Licensor an amount equal to the sum of:

- (a) The balance of the Minimum Guaranteed License Fee;
- (b) All costs incurred in finding replacement concessionaire acceptable to the City; and
- (c) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement, including, but not limited to, unpaid license fees, plus interest thereon on all such amounts from the date due until paid at the rate of twelve percent (12%) per annum.

### **SECTION 32**

**[RESERVED]**

### **SECTION 33**

#### **INDEPENDENCE OF AGREEMENT**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or

employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### **SECTION 34**

#### **RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES**

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of Millennium Park, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at Millennium Park and shall obtain and maintain all permits and licenses necessary for its operations at Millennium Park. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

#### **SECTION 35.**

#### **PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

#### **SECTION 36**

#### **INVALID PROVISIONS**

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

#### **SECTION 37**

#### **PROHIBITION OF RECORDATION**

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall,

at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

#### **SECTION 38.**

##### **NO PERSONAL LIABILITY**

The execution of this Agreement by any person in the name and on behalf of Licensor shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

#### **SECTION 39.**

##### **GOVERNING LAW AND JURISDICTION**

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Licensee irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Licensee may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

#### **SECTION 40.**

##### **NO LEASEHOLD INTEREST**

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in Millennium Park. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee by Licensor.

#### **SECTION 41.**

##### **CITY'S GOVERNMENTAL FUNCTIONS**

Nothing contained in this Agreement shall impair the right of City, in the exercise of its

governmental functions, to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

#### **SECTION 42.**

#### **RECYCLING**

The Licensee shall comply with all applicable rules and regulations promulgated by the City or other governmental entity with respect to recycling. The Licensee covenants that it will be a full and active participant in any recycling program developed by the City which the Commissioner determines in his sole discretion to be applicable to the Licensee. The City shall have the right to inspect the Licensee's recycling operations upon reasonable notice; and to terminate this Agreement, in whole or in part, if Licensee is not in compliance.

#### **SECTION 43**

#### **LICENSES AND PERMITS**

The Licensee shall obtain at its own expense all licenses and permits required to perform its operations hereunder. Review and approval of all licenses and permits required by Licensee will not be unreasonably held by Licensor.

#### **SECTION 44.**

#### **TAXES**

Licensee shall be responsible for payment of all applicable taxes levied against the Premises and shall pay such taxes directly to the appropriate taxing agency. Licensee shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Licensee from contesting such charge or tax.

#### **SECTION 45.**

#### **NO DAMAGES FOR DELAY**

Licensee agrees that it shall make no claims against Licensor for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the Licensor in the performance of its obligation under this Agreement. The Licensor shall not be liable or responsible for Licensee for any loss or damage to any property or person or any lost profit occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection,

war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience or lost profits which may arise through repair or alteration of any part of Millennium Park or failure to make any such repairs.

#### **SECTION 46.**

#### **SALARIES**

Salaries of all employees of the Licensee and its Subcontractors performing services under this Agreement shall be paid as required by applicable law.

[the remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SIGNED at Chicago, Illinois:**

CITY OF CHICAGO

By:

\_\_\_\_\_  
Michelle T. Boone

Commissioner

Department of Cultural Affairs and Special Events

LICENSEE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

State of

County of

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
(name/s of person/s) as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of  
(name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

Seal:



## **EXHIBIT A-1**

### **DESCRIPTION OF LICENSE**

The east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (the “Concession Pad”), plus the fenced seating area adjacent to the Concession Pad (the “Seating Space”), each as shown on the map attached as Exhibit A-2 (the Concession Pad and Seating Space may be known collectively herein as the “Concession Site”).

**EXHIBIT A-2**

**THE PREMISES**

[See attached]

# MILLENNIUM PARK

## LEGEND



CONCESSIONS



MERCHANDISE

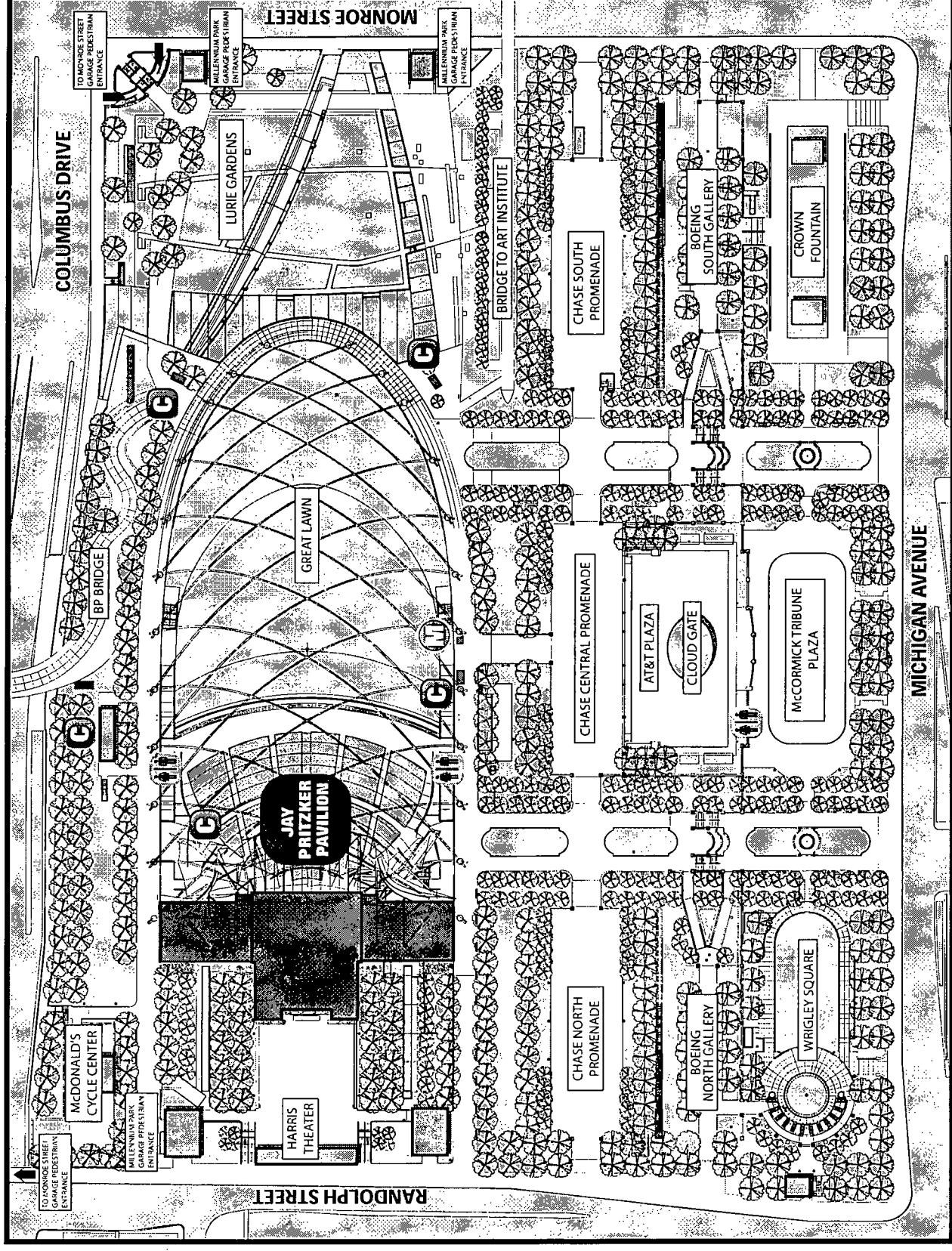


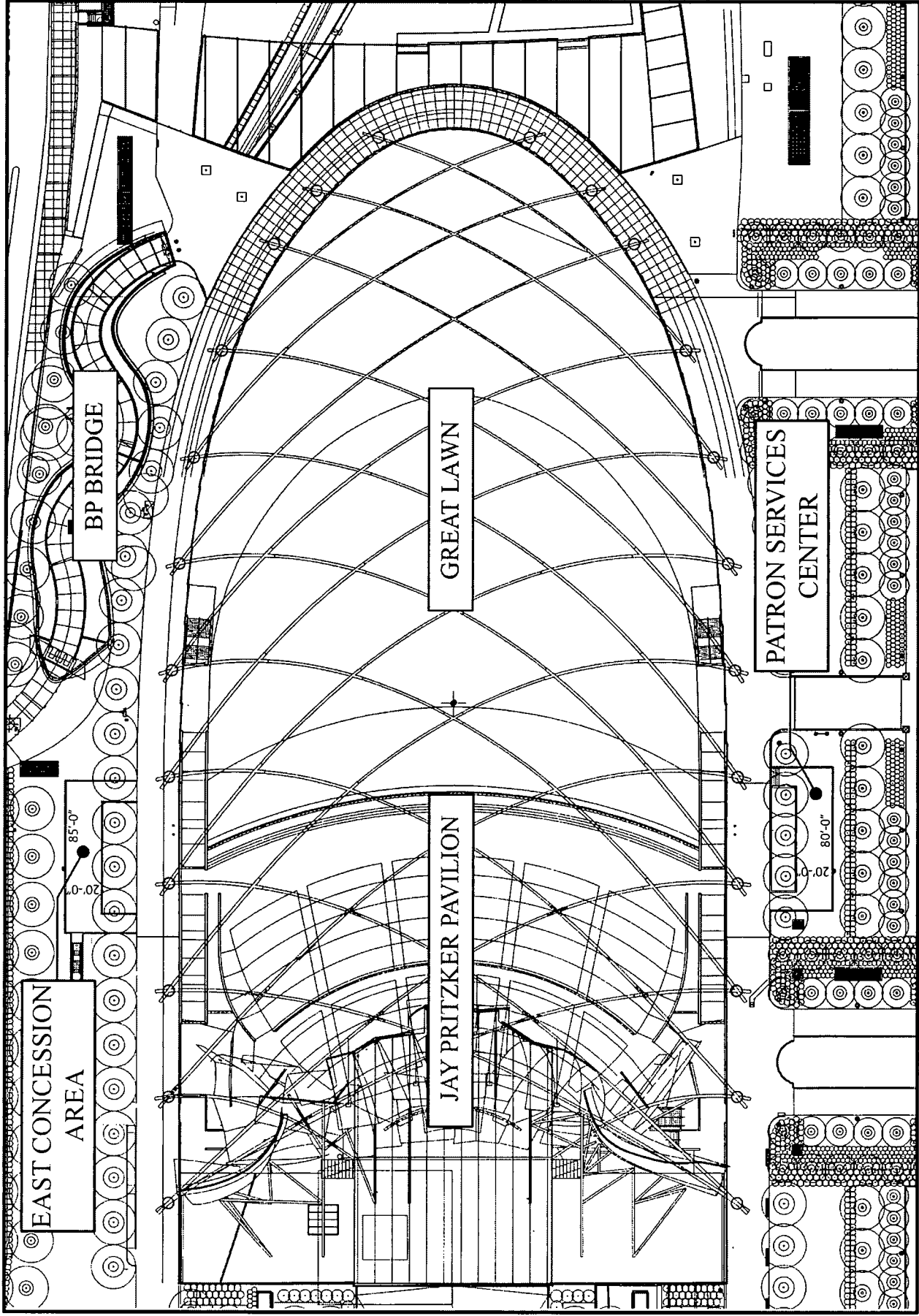
RESTROOMS



0 25' 50' 100' 200'  
MAP - SUBJECT TO CHANGE  
WITHOUT PRIOR NOTICE

DRAFT: 08.15.14





# MILLENNIUM PARK SITE PLAN

THIS MAP IS FOR REFERENCE USE ONLY AND IS SUBJECT TO CHANGE

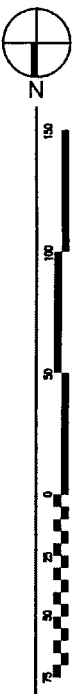


**EXHIBIT B**

**[RESERVED]**

**EXHIBIT C**

**ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

[See attached]



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 65095

Certificate Printed on: 02/08/2015

Date of This Filing: 02/05/2015 04:01 PM

Original Filing Date: 02/05/2015 04:01 PM

Disclosing Party: Chicago Brewpubs Inc.

Title: President

Filed by: Mr. John Hall

Matter: Concession Services for Millennium  
Park

Applicant: Chicago Brewpubs Inc.

Specification #: 0910813

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 65095

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Chicago Brewpubs Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1800 N. Clybourn  
Chicago, IL 60614  
United States

C. Telephone:

312-420-5657

Fax:

Email:

eskrick@gooseisland.com

D. Name of contact person:

Mr. John Hall

E. Federal Employer Identification No. (if you have one):



F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Concession Services for Millennium Park

Which City agency or department is requesting this EDS?

DEPT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

Specification Number

0910813

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### **B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:** Mr. John Hall

**Title:** President

**Role:** Director

---

**Officer/Director:** Mr. Bruce Lange

**Title:** Secretary

**Role:** Director

---

## 2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Mr. John Hall - 31%
- Mr. Robert Beaubien - 15%
- Mr. Todd Holmes - 14%
- Mr. Louis Amoroso - 15%

## Owner Details

| Name                | Address                                                |
|---------------------|--------------------------------------------------------|
| Mr. John Hall       | 1800 N. Clybourn<br>Chicago, IL 60614<br>United States |
| Mr. Louis Amoroso   | 1800 N. Clybourn<br>Chicago, IL 60614<br>United States |
| Mr. Robert Beaubien | 1800 N. Clybourn<br>Chicago, IL 60614<br>United States |
| Mr. Todd Holmes     | 1800 N. Clybourn<br>Chicago, IL 60614<br>United States |

### **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

### **SECTION V -- CERTIFICATIONS**

#### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below:

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals

List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

## E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

## SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610,

(312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

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The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true



F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

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F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director,

chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 02/05/2015

Mr. John Hall

President

Chicago Brewpubs Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

## ATTACHMENT A

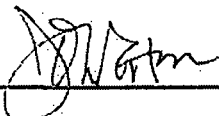
### ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 0910813 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: Chicago Brewpubs Inc.  
(Print or Type)

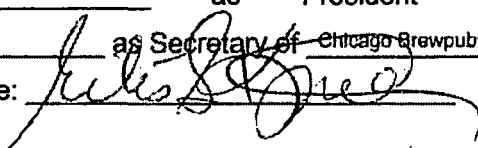
AUTHORIZED OFFICER SIGNATURE: 

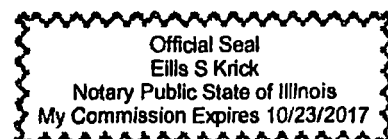
TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 1800 N. Clybourn Street, Chicago, IL 60614  
(Print or Type)

State of IL (Affix Corporate Seal)  
County of Cook

This instrument was acknowledged before me on this 10 day of February, 2015 by John R. Hall as President (or other authorized officer) and Bruce Lange as Secretary of Chicago Brewpubs, Inc. (Company Name)

Notary Public Signature:  (Seal)





CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 66128

Date of This Filing: 03/05/2015 11:03 AM

Certificate Printed on: 03/05/2015

Original Filing Date: 03/05/2015 11:03 AM

Disclosing Party: Lincoln Park Brewery, Inc. Title: President

Filed by: Mr. John Hall

Matter: Concession Services for Millennium  
Park

Applicant: Lincoln Park Brewery, Inc.

Specification #: 0910813

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 66128

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Lincoln Park Brewery, Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1800 N. Clybourn  
Chicago, IL 60614  
United States

C. Telephone:

312-420-5657

Fax:

Email:

eskrick@gooseisland.com

D. Name of contact person:

Mr. John Hall

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Concession Services for Millennium Park

Which City agency or department is requesting this EDS?

DEPT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

Specification Number

0910813

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### **B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. John Hall

Title: President

Role: Both

---

Officer/Director: Mr. Bruce Lange

Title: Secretary

Role: Director

---

Officer/Director: Mr. Robert Beaubien

Title:

Role: Director

---

Officer/Director: Mr. Todd Holmes

Title:

Role: Director

---

Officer/Director: Mr. Louis Amoroso

Title:

Role: Director

---

## 2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- John Hall - 31%
- Robert Beaubien - 15%
- Louis Amoroso - 15%
- Todd Holmes - 14%

## Owner Details

| Name      | Address                               |
|-----------|---------------------------------------|
| John Hall | 1800 N. Clybourn<br>Chicago, IL 60614 |

|                 |                   |
|-----------------|-------------------|
|                 | United States     |
| Louis Amoroso   | 1800 N. Clybourn  |
|                 | Chicago, IL 60614 |
|                 | United States     |
| Robert Beaubien | 1800 N. Clybourn  |
|                 | Chicago, IL 60614 |
|                 | United States     |
| Todd Holmes     | 1800 N. Clybourn  |
|                 | Chicago, IL 60614 |
|                 | United States     |

### **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?



No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

### **B. FURTHER CERTIFICATIONS**

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

N/A

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants

that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 03/05/2015

Mr. John Hall

President

Lincoln Park Brewery, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



## ATTACHMENT A

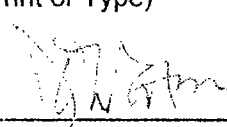
### ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 0910813 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: Lincoln Park Brewery, Inc.  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: \_\_\_\_\_  


TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 1800 N. Clybourn St., Chicago, IL 60614  
(Print or Type)

State of Illinois (Affix Corporate Seal)

County of Cook

This instrument was acknowledged before me on this 9 day of March, 2015 by  
John Hall as President (or other authorized officer) and

Bruce Lange as Secretary of Lincoln Park Brewery, Inc. (Company Name)

Notary Public Signature: \_\_\_\_\_ (Seal)

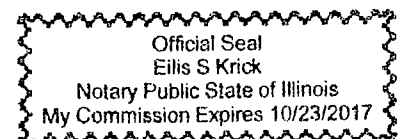


**EXHIBIT D**

**[RESERVED]**

**EXHIBIT E**

**[RESERVED]**

**EXHIBIT F-1**  
**[RESERVED]**

**EXHIBIT F-2**

**[RESERVED]**

## **EXHIBIT G**

### **LICENSE FEE**

Percentage License Fee/Minimum Guaranteed License Fee. In consideration for the concession at the Concession Site and for the rights specified hereunder, each and every month during the term of this Agreement, Licensee agrees to pay Licensors the License Fee, which shall be the greater of (i), (ii) and (iii) as follows:

- (i) 15% of Net Revenues from food and alcoholic and non-alcoholic beverage sales (A) over \$400,000, for the First Season, and (B) over \$460,000 for the Second and Third Seasons (hereinafter referred to as "Percentage License Fee");
- (ii) 5% on sale of all food, non-alcoholic and alcohol beverages sold on select ticketed concert events; as noted in **Exhibit I**; and
- (iii) The Minimum Guaranteed License Fee for the Season. For purposes of this Agreement, the "Minimum Guaranteed License Fee" means: (A) for the First Season, \$90,000.00; (B) for the Second Season, \$100,000.00; and (C) for the Third Season, \$100,000.00.
- (iv)

In addition to the above, notwithstanding any termination of this Agreement or abatement or reduction of fees pursuant to this Agreement, Licensee must provide complimentary beverage products of the Licensors' choosing for two (2) City-sponsored receptions, for no more than 200 people for each individual reception to be held at either Millennium Park and/or the Chicago Cultural Center. The Licensors shall inform the Licensee of the location and time of required delivery and amount and type of beverages to be delivered at least fourteen (14) days in advance of the reception.

**EXHIBIT H**

**INSURANCE REQUIREMENTS AND  
EVIDENCE OF INSURANCE**

[See attached]

**CONTRACT INSURANCE REQUIREMENTS**  
**Department of Cultural Affairs and Special Events**  
**Millennium Park Concession**

Respondent must provide and maintain at Respondent's own expense, during the term of the Agreement and during the time period following expiration if Respondent is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 2026 or a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Respondents sole negligence or the Additional Insured's vicarious liability. Respondents liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Respondent must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

4) All Risk Property Insurance

Respondent is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, used, leased or rented by Respondent and for loss or damage to all property that is in Respondent's care, custody and control.

**B. ADDITIONAL REQUIREMENTS**

The Respondent must furnish the City of Chicago, Department of Cultural Affairs and Special Events, Contract Administrator, 78 E. Washington, 60602, original Certificates of Insurance and all applicable endorsements, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Respondent must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent and copy(ies) of the additional



insured endorsement(s) using ISO form CG 20 26 or equivalent prior to Agreement award. 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. The Respondent shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Respondent 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.

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

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

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

Any insurance or self insurance programs maintained by the City does not contribute with insurance provided by the Respondent under the Agreement.

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

If Respondent maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Respondent must require all subcontractors to provide the insurance required herein, or Respondent may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Agreement. Respondent must ensure that the City is an additional insured on insurance required from subcontractors.

If Respondent or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

|                                                                                                                                               |                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br><b>L. Price Team</b><br><b>Mesirow Insurance Services</b><br><b>353 N. Clark Street</b><br><b>Chicago, IL 60654</b>        | <b>CONTACT NAME:</b> <b>Brittany Geary</b><br><b>PHONE (A/C, No, Ext):</b> <b>312 595-6224</b> <b>FAX (A/C, No):</b> <b>312 595-4339</b><br><b>E-MAIL ADDRESS:</b> <b>bgeary@mesirowfinancial.com</b>                     |
| <b>INSURED</b><br><b>Lincoln Park Brewery, Inc. dba</b><br><b>Goose Island Brewery</b><br><b>1800 N. Clybourn</b><br><b>Chicago, IL 60614</b> | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A: Westfield Insurance Company</b> <b>NAIC #</b> <b>24112</b><br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ADDL SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b><br><b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> |                |     | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>EACH OCCURRENCE</b> <b>\$1,000,000</b><br><b>DAMAGE TO RENTED PREMISES (Per occurrence)</b> <b>\$500,000</b><br><b>MED EXP (Any one person)</b> <b>\$15,000</b><br><b>PERSONAL &amp; ADV INJURY</b> <b>\$2,000,000</b><br><b>GENERAL AGGREGATE</b> <b>\$2,000,000</b><br><b>PRODUCTS - COM/OP AGG</b> <b>\$2,000,000</b><br><b>COMBINED SINGLE LIMIT (Per accident)</b> <b>\$1,000,000</b><br><b>BODILY INJURY (Per person)</b> <b>\$</b><br><b>BODILY INJURY (Per accident)</b> <b>\$</b><br><b>PROPERTY DAMAGE (Per accident)</b> <b>\$</b> |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$0</b>                                                                                                                                                                                                                                                                                                                                                                                            |                |     | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>EACH OCCURRENCE</b> <b>\$3,000,000</b><br><b>AGGREGATE</b> <b>\$3,000,000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input checked="" type="checkbox"/> <b>N</b><br><b>(Mandatory in NH)</b><br><b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |                | N/A | WCP7475178    | 03/01/2014              | 03/01/2015              | <input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b><br><b>E.L. EACH ACCIDENT</b> <b>\$500,000</b><br><b>E.L. DISEASE - EA EMPLOYEE</b> <b>\$500,000</b><br><b>E.L. DISEASE - POLICY LIMIT</b> <b>\$500,000</b>                                                                                                                                                                                                                                                                                  |
| A        | <b>Liquor Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |     | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>\$1,000,000 Each Common Cause Limit</b><br><b>\$1,000,000 Aggregate</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Millennium Park Concession, Dates Pending

City of Chicago; MB Real Estate Services, Inc. and Millennium Park, Inc. and agents are included as Additional Insured, on Primary and Non-Contributory basis, if required in a written contract or agreement with the Named Insured, as their interest may appear, with respect to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

Millennium Park  
 201 E. Randolph St.  
 Chicago, IL 60601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. Harnsey*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

|                                                                                                                                               |  |                                                                                                                                                                                                |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>L. Price Team</b><br><b>Mesirow Insurance Services</b><br><b>353 N. Clark Street</b><br><b>Chicago, IL 60654</b>        |  | <b>CONTACT NAME:</b> Brittany Geary<br><b>PHONE (A/C, No, Ext):</b> 312 595-6224<br><b>FAX (A/C, No):</b> 312 595-4339<br><b>E-MAIL ADDRESS:</b> bgeary@mesrirowfinancial.com                  |  |
| <b>INSURED</b><br><b>Lincoln Park Brewery, Inc. dba</b><br><b>Goose Island Brewery</b><br><b>1800 N. Clybourn</b><br><b>Chicago, IL 60614</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Westfield Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                                               |  | <b>NAIC #</b><br><b>24112</b>                                                                                                                                                                  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                          | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b> |           |          | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>EACH OCCURRENCE</b> \$1,000,000<br><b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$500,000<br><b>MED EXP (Any one person)</b> \$15,000<br><b>PERSONAL &amp; ADV INJURY</b> \$2,000,000<br><b>GENERAL AGGREGATE</b> \$2,000,000<br><b>PRODUCTS - COMP/OP AGG</b> \$2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                                 |           |          | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000<br><b>BODILY INJURY (Per person)</b> \$<br><b>BODILY INJURY (Per accident)</b> \$<br><b>PROPERTY DAMAGE (Per accident)</b> \$                                                                                              |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$0</b>                                                                       |           |          | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>EACH OCCURRENCE</b> \$3,000,000<br><b>AGGREGATE</b> \$3,000,000                                                                                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input checked="" type="checkbox"/> <b>N</b> <b>Y/N</b><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                            |           | N/A      | WCP7475178    | 03/01/2014              | 03/01/2015              | <input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b><br><b>E.L. EACH ACCIDENT</b> \$500,000<br><b>E.L. DISEASE - EA EMPLOYEE</b> \$500,000<br><b>E.L. DISEASE - POLICY LIMIT</b> \$500,000                                        |
| A        | <b>Liquor Liability</b>                                                                                                                                                                                                                                                                                                                                                    |           |          | TRA7474962    | 03/01/2014              | 03/01/2015              | <b>\$1,000,000 Each Common Cause Limit</b><br><b>\$1,000,000 Aggregate</b>                                                                                                                                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as additional insureds on a primary and non-contributory basis, with respect

to General Liability and Auto Liability.

Waiver of Subrogation applies in favor of the additional insureds.

## CERTIFICATE HOLDER

## CANCELLATION

City of Chicago  
 Dept of Cultural Affairs and Special Events  
 Contract Administrator  
 78 E Washington  
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. Harnay*

**EXHIBIT I**

**SCHEDULED EVENT DATES**

[See attached]

# EXHIBIT 9 - 2015 JPP CONCESSION SCHEDULE

| #  | Day       | Month | Date | Start/End | Series                                                | Presenter | Projected Attendance | NOTES                                         |
|----|-----------|-------|------|-----------|-------------------------------------------------------|-----------|----------------------|-----------------------------------------------|
| 1  | Thursday  | May   | 21   | TBD       | MP Presents: Chicago Children's Choir                 | DCASE/TBD | 7,000                | Concessions kickoff                           |
| 2  | Friday    | May   | 22   | TBD       | DCASE/MPP: <i>This Thing Called House</i>             | DCASE     | 10,000               |                                               |
| 3  | Sunday    | May   | 24   | TBD       | NW Bienen School of Music Recital                     | TBD       | 4,000                |                                               |
| 4  | Friday    | May   | 29   | 6p-930p   | Chicago Gospel Music Festival                         | DCASE     | 10,000               | All Weekend                                   |
| 5  | Saturday  | May   | 30   | 11a-930p  | Chicago Gospel Music Festival                         | DCASE     | 10,000               | All Weekend                                   |
| 6  | Sunday    | May   | 31   | 11a-930p  | Chicago Gospel Music Festival                         | DCASE     | 10,000               | All Weekend                                   |
| 7  | Monday    | June  | 1    | 8p-10p    | Downtown Sound                                        | DCASE     | 10,000               | CONCERT SEASON OPENING NIGHT                  |
| 8  | Tuesday   | June  | 2    | 630p-10p  | MP Presents: Dutch Consulate House                    | DCASE     | 10,000               |                                               |
| 9  | Thursday  | June  | 4    | 630p-9p   | Downtown Sound                                        | DCASE     | 10,000               |                                               |
| 10 | Monday    | June  | 8    | 630p-9p   | Downtown Sound                                        | DCASE     | 10,000               |                                               |
| 11 | Tuesday   | June  | 9    | 630p-9p   | Blues Festival Movie                                  | DCASE     | 5,000                |                                               |
| 12 | Wednesday | June  | 10   | TBD       | Paid, ticketed concert                                | Private   | 11,000               | JAM: Hozier                                   |
| 13 | Thursday  | June  | 11   | 630p-9p   | Downtown Sound                                        | DCASE     | 8,000                |                                               |
| 14 | Saturday  | June  | 13   | Late AM   | Maggie Daley Park Opening                             | DCASE/TBD | 5,000                | Dedication Ceremony only                      |
| 15 | Monday    | June  | 15   | 630p-9p   | Downtown Sound                                        | DCASE     | 10,000               |                                               |
| 16 | Tuesday   | June  | 16   | 630p-9p   | Bike Week Movie                                       | DCASE     | 5,000                |                                               |
| 17 | Wednesday | June  | 17   | 630p-8p   | Grant Park Music Festival                             | GPMF      | 15,000               | GPMF OPENING NIGHT                            |
| 18 | Thursday  | June  | 18   | 630p-10p  | Downtown Sound                                        | DCASE     | 8,000                |                                               |
| 19 | Friday    | June  | 19   | 630p-8p   | Grant Park Music Festival                             | GPMF      | 10,000               |                                               |
| 20 | Saturday  | June  | 20   | 730p-9p   | Grant Park Music Festival                             | GPMF      | 10,000               |                                               |
| 21 | Sunday    | June  | 21   | TBD       | Paid, ticketed concert                                | DCASE/TBD | 11,000               | JAM: Damien Rice + Iron & Wine                |
| 22 | Monday    | June  | 22   | 630p-9p   | Downtown Sound                                        | DCASE     | 10,000               |                                               |
| 23 | Tuesday   | June  | 23   | 630p-9p   | MP Film Series                                        | MPF/DCASE | 10,000               | FILM SERIES OPENING NIGHT                     |
| 24 | Wednesday | June  | 24   | 630p-8p   | Grant Park Music Festival                             | GPMF      | 12,000               |                                               |
| 25 | Thursday  | June  | 25   | 630p-9p   | Downtown Sound                                        | DCASE     | 8,000                |                                               |
| 26 | Friday    | June  | 26   | 630p-8p   | Grant Park Music Festival                             | DCASE     | 10,000               |                                               |
| 27 | Saturday  | June  | 27   | 730p-9p   | Grant Park Music Festival                             | GPMF      | 10,000               |                                               |
| 28 | Sunday    | June  | 28   | TBD       | Civic Event: <i>International Mariachi Convention</i> | DCASE     | 20,000               |                                               |
| 29 | Monday    | June  | 29   | 630p-9p   | Downtown Sound                                        | DCASE     | 10,000               |                                               |
| 30 | Tuesday   | June  | 30   | 630p-9p   | MP Film Series                                        | MPF/DCASE | 11,000               |                                               |
| 31 | Wednesday | July  | 1    | 630p-8p   | Grant Park Music Festival                             | GPMF      | 10,000               |                                               |
| 32 | Thursday  | July  | 2    | 630p-9p   | Downtown Sound                                        | DCASE     | 8,000                |                                               |
| 33 | Friday    | July  | 3    | 630p-8p   | Grant Park Music Festival                             | GPMF      | 12,000               |                                               |
| 34 | Saturday  | July  | 4    | 730p-9p   | Grant Park Music Festival                             | GPMF      | 12,000               | Independence Day Salute, Chorus and Orchestra |

|    |           |        |    |           |                                  |           |        |                                              |
|----|-----------|--------|----|-----------|----------------------------------|-----------|--------|----------------------------------------------|
| 35 | Monday    | July   | 6  | 630p-9p   | Downtown Sound                   | DCASE     | 10,000 |                                              |
| 36 | Tuesday   | July   | 7  | 630p-9p   | MP Film Series                   | MPF/DCASE | 5,000  |                                              |
| 37 | Wednesday | July   | 8  | 8p-930p   | Grant Park Music Festival        | GPMF      | 12,000 | Late Start due to Taste of Chicago/Bernstein |
| 38 | Thursday  | July   | 9  | 8p-10p    | Downtown Sound                   | DCASE     | 8,000  | Late Start due to Taste of Chicago           |
| 39 | Friday    | July   | 10 | 8p-930p   | Grant Park Music Festival        | DCASE     | 10,000 | Late Start due to Taste of Chicago/Sondheim  |
| 40 | Saturday  | July   | 11 | 8p-930p   | Grant Park Music Festival        | GPMF      | 10,000 | Late Start due to Taste of Chicago/Sondheim  |
| 41 | Monday    | July   | 13 | 630p-9p   | Downtown Sound                   | DCASE     | 10,000 |                                              |
| 42 | Tuesday   | July   | 14 | 630p-9p   | MP Film Series                   | MPF/DCASE | 5,000  |                                              |
| 43 | Wednesday | July   | 15 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 44 | Thursday  | July   | 16 | 630p-9p   | Downtown Sound                   | DCASE     | 8,000  |                                              |
| 45 | Friday    | July   | 17 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 46 | Saturday  | July   | 18 | 730p-9p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 47 | Monday    | July   | 20 | 630p-9p   | Downtown Sound                   | DCASE     | 10,000 |                                              |
| 48 | Tuesday   | July   | 21 | 630p-9p   | MP Film Series                   | MPF/DCASE | 10,000 |                                              |
| 49 | Wednesday | July   | 22 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 50 | Thursday  | July   | 23 | 630p-9p   | Downtown Sound                   | DCASE     | 11,000 |                                              |
| 51 | Friday    | July   | 24 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 52 | Saturday  | July   | 25 | 730p-9p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 53 | Tuesday   | July   | 28 | 630p-9p   | MP Film Series                   | MPF/DCASE | 10,000 |                                              |
| 54 | Wednesday | July   | 29 | 630p-9p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| H  | Thursday  | July   | 30 | TBD       | MP Presents: TBD                 | DCASE     | TBD    | Program to be determined.                    |
| 55 | Tuesday   | August | 4  | 630p-9p   | MP Film Series                   | MPF/DCASE | 10,000 |                                              |
| 56 | Wednesday | August | 5  | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 57 | Thursday  | August | 6  | 630p-9p   | Made in Chicago Jazz             | DCASE     | 8,000  | OPENING NIGHT                                |
| 58 | Friday    | August | 7  | 630p-8p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| 59 | Saturday  | August | 8  | 730p-9p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| 60 | Tuesday   | August | 11 | 630p-9p   | MP Film Series                   | MPF/DCASE | 10,000 |                                              |
| 61 | Wednesday | August | 12 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 62 | Thursday  | August | 13 | 630p-9p   | Made in Chicago Jazz             | DCASE     | 8,000  |                                              |
| 63 | Friday    | August | 14 | 630p-8p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| 64 | Saturday  | August | 15 | 730p-9p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| 65 | Sunday    | August | 16 | 700p      | Paid, ticketed concert           | DCASE/TBD | 11,000 | Live Nation Presents: Idina Menzel           |
| 66 | Monday    | August | 17 | 615p-800p | MP Presents: Broadway In Chicago | DCASE/BIC | 20,000 |                                              |
| 67 | Tuesday   | August | 18 | 630p-9p   | MP Film Series                   | MPF/DCASE | 10,000 |                                              |
| 68 | Wednesday | August | 19 | 630p-8p   | Grant Park Music Festival        | GPMF      | 10,000 |                                              |
| 69 | Thursday  | August | 20 | 630p-9p   | Made in Chicago Jazz             | DCASE     | 8,000  |                                              |
| 70 | Friday    | August | 21 | 630p-8p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |
| 71 | Saturday  | August | 22 | 730p-9p   | Grant Park Music Festival        | GPMF      | 12,000 |                                              |





# City of Chicago



O2015-2673

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                       |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                             |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                       |
| <b>Type:</b>                    | Ordinance                                                                                                                             |
| <b>Title:</b>                   | Easement agreement with WPA 2, LLC for property at 1515 W Haddon Ave for installation of north/south 12-inch ductile iron storm sewer |
| <b>Committee(s) Assignment:</b> | Committee on Housing and Real Estate                                                                                                  |





HS6-

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an easement agreement regarding property located at 1515 West Haddon.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO  
LIBRARY

## 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**, WPA 2, LLC, an Illinois limited liability company ("WPA 2"), owns the property legally described on Exhibit A ("Property"); and

**WHEREAS**, a North/South 9-inch clay municipal storm sewer line built in 1919 runs under Property. No public record currently exists evidencing that 1919 storm sewer; and

**WHEREAS**, City and WPA 2 have agreed to WPA 2 constructing and installing a new North/South 12-inch ductile iron storm sewer ("Sewer Facilities") *in that portion of* the Property (the "Easement Area"), depicted in "red" on the two page "Plat of Survey" attached hereto as Exhibit B, to be installed during WPA 2's construction of its private development of a 41-unit, six-story apartment building on the Property; and

**WHEREAS**, City and WPA 2 have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars (\$70,000), to be shared equally; and

**WHEREAS**, after WPA 2's construction and installation of the Sewer Facilities, WPA 2 shall transfer ownership of the Sewer Facilities to the City; and

**WHEREAS**, City, through its Department of Water Management, shall own, maintain and operate the Sewer Facilities at its own cost and expense; and

**WHEREAS**, the Department of Water Management, after due investigation and consideration, has determined that it is in the best interest of the City for WPA 2 to grant, at no cost to the City, and for the City to accept, an easement in the Easement Area for the purpose of maintaining, repairing and replacing the new Sewer Facilities; now, therefore,

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

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

**SECTION 2.** The Commissioner of the Department of Water Management or his designee is hereby authorized to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars (\$70,000), to be shared equally.

**SECTION 3.** The Commissioner of the Department of Water Management or his designee, is hereby authorized to execute, subject to the approval of the Corporation Counsel, a non-exclusive storm sewer easement grant agreement in the form attached hereto as Exhibit C and any other such documentation as may be necessary to effectuate the transaction described herein.

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:** LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST  $\frac{1}{2}$  OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST  $\frac{1}{2}$  (EXCEPT THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

**PARCEL 2:** LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST  $\frac{1}{2}$  OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST  $\frac{1}{2}$  (EXCEPT THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1515 West Haddon, Chicago, Illinois  
PIN: 17-05-301-019-0000 and 17-05-301-020-0000.

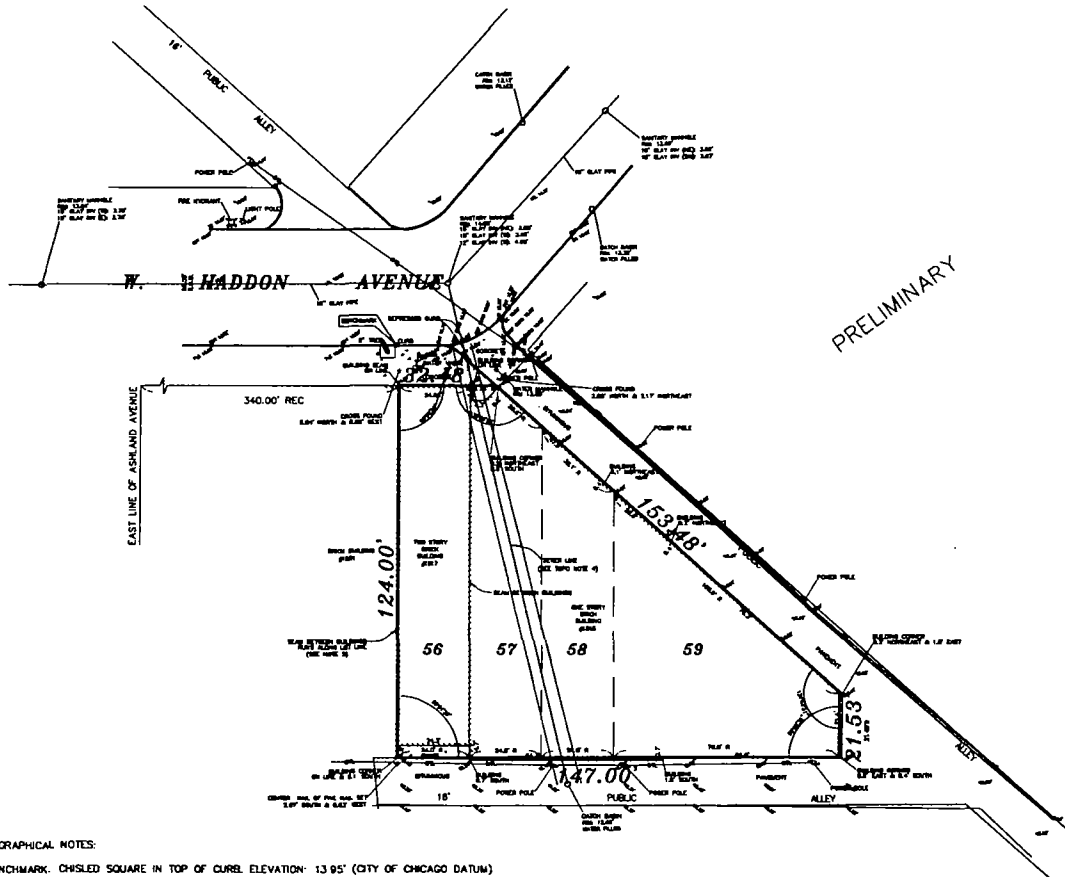
**EXHIBIT B**

**PLAT OF SURVEY  
TWO PAGES**

**(Attached)**

# TOPOGRAPHICAL PLAT OF SURVEY

LOTS 56, 57, 58, AND 59 IN BLOCK 2 IN PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST HALF OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST HALF (EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



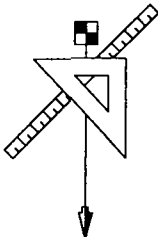
## TOPOGRAPHICAL NOTES:

1. BENCHMARK: CHISEL SQUARE IN TOP OF CURB. ELEVATION: 13.95' (CITY OF CHICAGO DATUM)
2. CITY OF CHICAGO BENCHMARKS #4552 & #5682 USED TO ESTABLISH BENCHMARK.
3. TOPOGRAPHICAL PLAT OF SURVEY IS PRELIMINARY UNTIL ALL INFORMATION FROM THE CITY OF CHICAGO OFFICE OF UNDERGROUND COORDINATION IS PROVIDED.
4. FILLED CATCHBASINS WILL NEED TO BE MEASURED FOR INVERT INFORMATION AT ANOTHER DATE WHEN DRY.
5. NORTH/SOUTH SEWER LINE DEPICTED AS POSSIBLY RUNNING UNDER BUILDING BASED ON SEWER MAPS PROVIDED BY THE CITY OF CHICAGO SEWER DEPARTMENT.
6. LOCATION OF UNDERGROUND UTILITIES BASED ONLY ON ABOVE GROUND EVIDENCE. STILL NEED INFORMATION FROM CITY OF CHICAGO TO FINALIZE.
7. PROPERTY SHOWN HEREON SITUATED WITHIN ZONE X AND NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY AGENCY FOR COOK COUNTY, ILLINOIS, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C0418L, WITH AN EFFECTIVE DATE OF AUGUST 18, 2008.

## SURVEY NOTES:

1. AREA 12,360 SQ FT MORE OR LESS.
2. SURVEY SHOWN HEREON BASED ON CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 1412 008949736 (PI) DATED AUGUST 22, 2013 (REVISED COMMITMENT PROVIDED 10/23/2013) (LOTS 57, 58, AND 59) AND CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 1401 008935614 D1 DATED AUGUST 30, 2013 (SUPPLIED 10/18/23) (LOT 56) LEGAL DESCRIPTION SHOWN HEREON IS A COMBINATION OF THE TWO LEGAL DESCRIPTIONS. THIS WAS DONE AT THE REQUEST OF THE CLIENT.
3. NOT ALL PROPERTY CORNERS WERE MONUMENTED AT THE REQUEST OF THE CLIENT TO BE SET AT A FUTURE DATE.
4. SEAM MEASUREMENTS BASED ON MEASUREMENTS PERFORMED AT NORTH AND SOUTH ENDS OF PROPERTY ONLY. NO ACCESS TO SEAM AS IS RUNS ALONG THE WEST LINE OF PROPERTY SHOWN HEREON. NO ACCESS TO SEAM POSSIBLE.

PREPARED FOR: SUTHERLAND



**Urchell and Associates, Inc.**  
Land Surveying Services

PHONE 708 925 7155  
FAX 773 298 9500  
WEBSITE [www.urchellandassociates.com](http://www.urchellandassociates.com)  
DESIGN FIRM REGISTRATION #184-004894



FIELD WORK COMPLETED: 11/01/13

THIS PROFESSIONAL SERVICE CONFORMS TO THE  
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 11/04/13

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

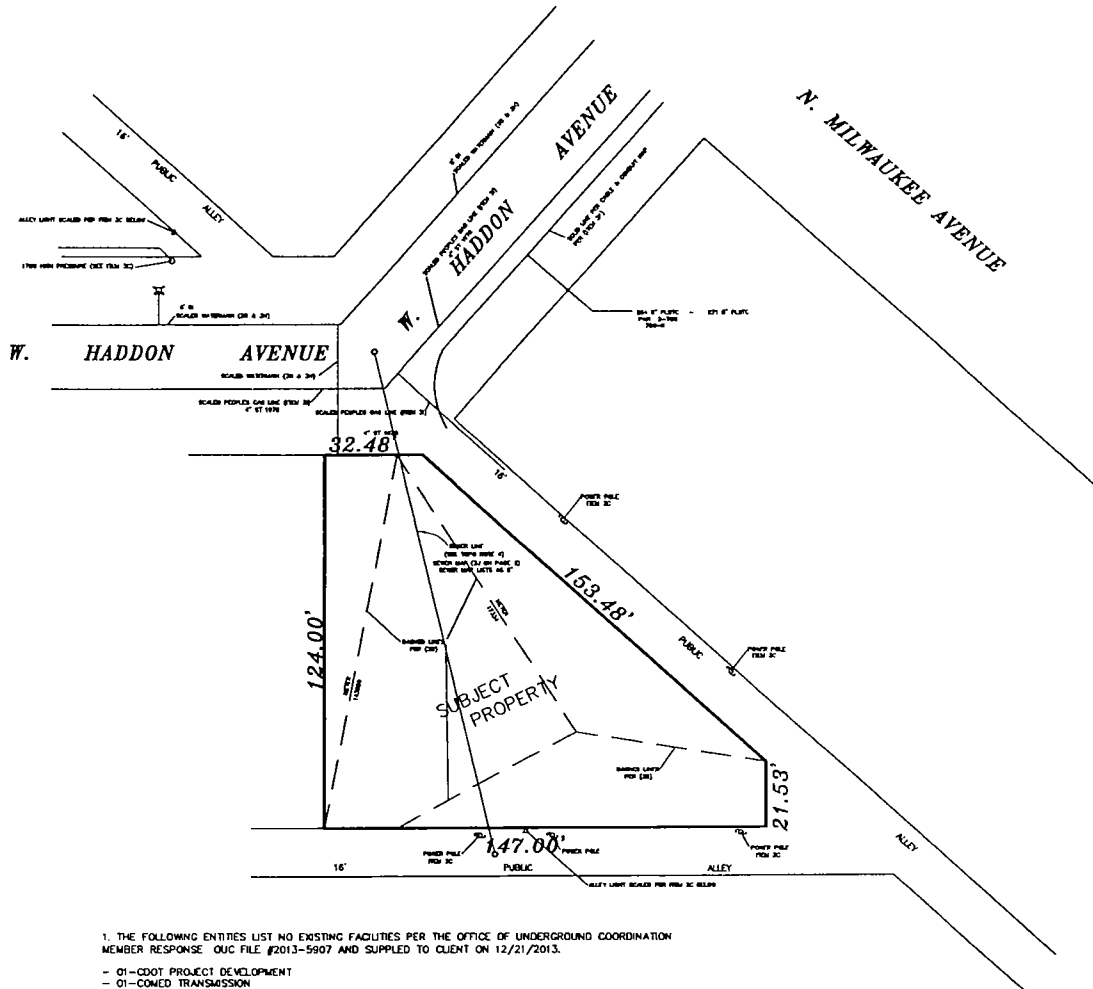
FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

ROBERT J. URCELL I.P.L.S. No. 3438  
LICENSE RENEWAL DATE: NOVEMBER 30, 2014  
SURVEY No. 13-09-013-R3-TOPO

# UTILITY MAP DRAWING

PAGE 2 OF 2

THIS UTILITY DRAWING CONTAINS SCALED DEPICTIONS OF UTILITIES PROVIDED BY THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION OFFICE OF UNDERGROUND COORDINATION ONLY THOSE UTILITIES NEAR PROPERTY SHOWN HEREON ARE DEPICTED. OUC FILE #2013-590507 SEE NOTES AND COPIES OF MAPS AND ATLASES FOR PARTICULARS THIS WAS DONE AT THE REQUEST OF THE CLIENT.



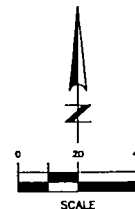
1. THE FOLLOWING ENTITIES LIST NO EXISTING FACILITIES PER THE OFFICE OF UNDERGROUND COORDINATION MEMBER RESPONSE OUC FILE #2013-5907 AND SUPPLIED TO CLIENT ON 12/21/2013.

- 01-CDOT PROJECT DEVELOPMENT
- 01-COMED TRANSMISSION
- 01-ADVENET COMMUNICATIONS, INC
- 01-RCN
- 01-SUNESYS, LLC
- 01-LEVEL 3 COMMUNICATIONS\LCN
- 01-MCI
- 01-DIGITAL REALTY TRUST (LAKESIDE TECHNOLOGY CENTER)
- 01-MWRD (SHAKEN)
- 01-MDE\THERMAL CHICAGO CORPORATION
- 01-CDOT-RED LIGHT CAMERAS REVIEWED BY REDFLEX TRAFFIC SYSTEMS, INC
- 01-CTA-TRAFFIC
- 01-CDOT ENGINEERING

2 THE BUREAU OF FORESTRY STATES THAT IT IS NOT INVOLVED AT THIS TIME.

3 THE FOLLOWING ENTITIES PROVIDED MAPS AND/OR DRAWINGS.

- A. FIRE ALARM & POLICE TELEGRAM CABLE SYSTEM DRG NO 35129 (MAP DOES NOT APPEAR TO AFFECT PROPERTY SHOWN HEREON, MAP NOT TO SCALE AND VAGUE)
- B. WATER DISTRICT DIVISION ENGINEERING SECTION - BOOK NO 33/PAGES NO 86 & 87 DATE 12-14-2011 LR DASHED LINES AND DESCRIPTION SHOWN HEREON ARE AS DEPICTED ON SAID MAPS/DRAWINGS
- C. CITY OF CHICAGO DEPARTMENT OF STREETS AND SANITATION DIVISION OF ELECTRICAL ENGINEERING EDISON SERVICE ATLAS NO M-20 & L-20. (CONDUIT SHOWN ONLY RUNS ALONG MILWAUKEE AND ASHLAND AVE PERMAPS PROVIDED)
- D. CHICAGO RAILWAYS CO. MILWAUKEE AVE. CONDUIT DRAWING NO C-25890 & C-2589C (ONLY DEPICTED AREA WITHIN MILWAUKEE AVENUE AND NONE SHOWN IN HADDON AND ALLEYS)
- E. CONDUIT RECORD NW 1/4 M-20 & NE 1/4 L-20 (DOES NOT DEPICT ANY CONDUIT LINES NEAR PROPERTY SHOWN HEREON)
- F. COMCAST DRAWING SECTION 32T3-B-0-1 (DETAIL PAGE NOT PROVIDED PAGE PROVIDED VAGUE AND NOT TO SCALE) PHYSICAL GROUND LOCATION OF LINES FROM A UTILITY MARKING COMPANY SHOULD BE MARKED PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION, EXCAVATION OR CONSTRUCTION
- G. AT & T MAP: MILWAUKEE AVE FROM NOBLE STREET TO DIVISION STREET & ASHLAND AVENUE FROM CHICAGO AVENUE TO DIVISION STREET (ONLY DEPICTS MILWAUKEE AVENUE AND DOES APPEAR TO RUN NEAR PROPERTY SHOWN HEREON)
- H. AP235 NUMBER 235 REV 5/14/2012 RK (USED IN ACCORDANCE WITH MAP LISTED IN NOTE 3B) THOUGH NOT LABELED APPEARS TO BE WATERMAIN
- I. PEOPLES GAS "AREA BOUNDED BY AND INCLUDING W HADDON AVE, N MILWAUKEE AVE, W THOMAS ST AND N ASHLAND AVE" DATED 12/3/2013
- J. SEWER MAP 33-9-30 (SEE TOPOGRAPHICAL NOTE 4, PAGE 1)
- K. COMED CABLE AND CONDUIT MAP: 0343-A2CD DATED 7/12/2013, 0343-A1CD DATED 11/26/2013, AND CABLE AND CONDUIT MAP 0343-A1AB DATED 11/26/2013 SHOWN HEREON
- L. CHICAGO TRANSIT AUTHORITY CONTRACT D-5 SHEETS NO. 3, 4, 5, AND 6, CONTRACT D-6B SHEET NO G-2, G-29 G-30; CONTRACT D-6B SHEET NO G-36, S-35A, S-36 ONLY DEPICTS ARE RUNNING THROUGH MILWAUKEE AVENUE.
- 4. LOCATION OF UTILITIES FROM ATLASES PROVIDED AS SHOWN HEREON AS APPROXIMATE AS SHOWN ON SAID ATLASES
- 5. PHYSICAL LOCATION OF UNDERGROUND FACILITIES SHOULD BE PERFORMED PRIOR TO THE DEMOLITION, EXCAVATION AND CONSTRUCTION OF NEW IMPROVEMENTS



PROJECT No. 13-09-013-R5-TOPO-UTILITY



**EXHIBIT C**

**FORM OF  
NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT  
(Attached)**

This space reserved for use by  
Office of the Recorder of Deeds

### **NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT**

**WPA 2, LLC**, an Illinois limited liability company, (hereinafter called "Grantor"), in consideration of the Grantor's agreement to share the costs of construction and installation of the storm sewer facilities, pursuant to the terms of this Agreement, and other good and valuable consideration, hereby grants and conveys unto the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of local government (hereinafter called "Grantee"), acting by and through its Department of Water Management, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and unto its successors and assigns, a nonexclusive easement (the "Easement") to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of new 12-inch ductile iron storm sewer, and any service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for the proper operation of the storm sewer (hereinafter called "Sewer Facilities") in, upon, through, under, over, along and across the following described real estate owned by Grantor and located at 1515 West Haddon, Chicago, Illinois (the "Real Estate") situated in the County of Cook and State of Illinois:

**PARCEL 1:** LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST  $\frac{1}{2}$  OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST  $\frac{1}{2}$  (EXCEPT THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

**PARCEL 2:** LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST ½ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST ½ (EXCEPT THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-301-019-0000 and 17-05-301-020-0000.

As such Sewer Facilities are depicted on **Exhibit A** attached hereto and made a part hereof (the "Plat of Survey") and limited to only that part of the Real Estate that is reflected in "red" on the two-page Plat of Survey (the "Easement Area").

This grant of Easement is subject to the following terms and conditions:

1. Grantee desires to upgrade an already existing North/South 9-inch clay municipal storm sewer line built in 1919, which such storm sewer line runs under private property owned by Grantor and located at 1515 West Haddon, Chicago, Illinois. No public record currently exists evidencing that 1919 Storm Sewer.

2. Grantor agrees to grant to the Grantee at no cost, and the Grantee agrees to accept the Easement right in, on, over, and under the Real Estate for purpose of upgrading the 1919 Storm Sewer to a North/South 12-inch ductile iron storm sewer to be installed by Grantor during the Grantor's construction of Grantor's private development of a 41-unit, six-story apartment building on the Property.

3. Grantor and Grantee have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities in the total amount of not to exceed Seventy Thousand Dollars (\$70,000), or not to exceed Thirty-Five Thousand and no/100 Dollars (\$35,000) each. Grantee agrees to reimburse Grantor for Grantee's share of the said payment after Grantor has completed the construction and installation of the Sewer Facilities and DWM has inspected and approved and accepts the transfer of such constructed and installed Sewer Facilities. Grantor agrees to provide a copy of lien waivers for the cost of the construction and installation of the Sewer Facilities.

4. Grantor shall perform any and all construction and installation of the Sewer Facilities in the Easement Area in accordance with all applicable laws governing such construction, and in a safe and a good workman like manner and standard.

5. After Grantor's construction and installation of the Sewer Facilities, Grantor shall transfer the Sewer Facilities to the Grantee. Grantee shall own, maintain and operate the Sewer Facilities at its own cost and expense.

6. Grantee, its employees, agents, and assigns shall at all times have free access and ingress to, and egress from, and over said Easement Area to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of said Sewer Facilities. Grantee may not remove or replace the Sewer Facilities in the Easement Area without 60 days notice to Grantor.

7. Grantor retains all of its rights to use and occupy said Real Estate not inconsistent with the use by Grantee, its successors or assigns, of the Easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any trees, building or other permanent structure on or over said Real Estate or any part thereof by Grantor, its successors, assigns, licensees or lessees, shall not interfere with Grantee's Easement rights.

8. After Grantor's construction and installation of the Sewer Facilities and transfer of the Sewer Facilities to Grantee, Grantee agrees to restore any part of the Easement Area which is damaged by Grantee's construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Sewer Facilities, to the condition of the Easement Area immediately before such damage occurred or better.

9. Grantee assumes responsibility for, and shall indemnify, subject to available appropriations and any additional legislative approvals, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or in any way relating to or occurring in connection with Grantee's failure to maintain or repair the Sewer Facilities or Grantee's use of the Easement, or caused in the performance of any work done by or under the authority of the Grantee by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the Grantee, the Grantor shall give written notice to Grantee of the commencement of such action, suit or suits, and thereafter Grantee shall assume the defense thereof. Grantee is not precluded from raising any defense or immunity, with respect to third party claims, under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.). Grantee is not required to indemnify Grantor for the negligence or the willful and wanton acts of Grantor or the negligence or the willful and wanton acts of Grantor's officers, agents, employees, consultants, subcontractors or licensees.

10. This is a non-exclusive Easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement granted hereunder. Any easement granted to a utility or service intersecting or transecting the Easement granted hereunder shall be subject to the rights and consent of Grantee, which consent shall not be unreasonably withheld or delayed and shall not be incompatible with, or interfere with, the continuing use of the Easement granted hereunder.

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

If to the Grantor: WPA 2, LLC  
1517 W. Haddon  
Chicago, Illinois 60642  
Attn: Mark Sutherland

If to Grantee: Department of Water Management  
1000 East Ohio Street  
Chicago, Illinois 60611  
Attn: Director of Legal Services  
Fax: (312) 744-7119

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Easement Area Division  
Fax: 312-742-0277

Notice should be deemed given on the date of receipt.

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

13. All provisions of this grant of Easement, including the benefits and burdens, shall run with the land and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Easement Area.

14. The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole beneficial owner of the Property and is vested with the right and power to grant the Easement to the Grantee for the purposes set forth herein.

15. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties and the Plat of Survey to confer a commercially usable right of enjoyment on Grantee is carried out.

16. This grant contains all the terms and conditions of this Easement, express or implied between the parties hereto and shall be binding upon and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees and shall run with the land.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**WPA 2, LLC,  
an Illinois limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**GRANTEE:**

**City of Chicago,  
an Illinois municipal corporation  
and home rule unit of local  
government**

By: \_\_\_\_\_  
Commissioner  
Department of Water Management

STATE OF ILLINOIS            )  
                                          ) ss:  
COUNTY OF COOK            )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of WPA 2, LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
                                          ) ss:  
COUNTY OF COOK            )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the commissioner of the City of Chicago ("City") Department of Water Management personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of the City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

**This Instrument Was Prepared By:**

Karen Bielarz  
Senior Counsel  
City of Chicago  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602  
(312) 744-6910

**(sub) EXHIBIT A to Easement Agreement**

**SEWER PLAT OF SURVEY**

**[Attached]**





# City of Chicago



O2015-2630

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                                              |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                                        |
| <b>Type:</b>                    | Ordinance                                                                                                                                              |
| <b>Title:</b>                   | Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing assistance for John Greenleaf Whittier Elementary School |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                                                                   |



FIN.

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Board of Education regarding TIF assistance for Whittier Elementary School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor



## ORDINANCE

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

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

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Commission owns in trust for the Board certain real property located at 1900 West 23<sup>rd</sup> Street in Chicago, Illinois 60608 (the "Property"); and

WHEREAS, the Board wishes to rehabilitate the elementary school known as John Greenleaf Whittier Elementary School (the "Facility") located on the Property (the rehabilitation of the Facility shall be known as the "Project"); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions 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 June 10, 1998, published at pages 70522 through 70713 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 12, 2003 (published at pages 12144 through 12302 of the Journal for said date) and September 1, 2004 (published at pages 29482 through 29664 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Pilsen Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Pilsen Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Pilsen Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Pilsen TIF Ordinances", the Redevelopment Plan approved by the Pilsen TIF Ordinances is referred to herein as the "Pilsen Redevelopment Plan" and the redevelopment project area created by the Pilsen TIF Ordinances is referred to herein as the "Pilsen Redevelopment Area"); and

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

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

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

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

WHEREAS, the City desires to use a portion of the Pilsen Increment (the "City Funds") for the Project; and

WHEREAS, the City agrees to use the City Funds in an amount not to exceed \$2,887,000.00 to reimburse the Board for a portion of the costs of the TIF-Funded Improvements (as defined in Article Three, Section 3 of the form of agreement attached hereto as Exhibit 1) for the Project; and

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

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

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

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

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

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

## EXHIBIT 1

S:\SHARED\Finance\Gaynor New\Community Development\Whittier IGA with CPS\iga 6.doc

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING JOHN GREENLEAF WHITTIER ELEMENTARY SCHOOL

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

### RECITALS

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Commission owns in trust for the Board certain real property, which real property is located at 1900 West 23<sup>rd</sup> Street in Chicago, Illinois 60608 (the "Property"); and

WHEREAS, regarding the elementary school known as John Greenleaf Whittier Elementary School (the "Facility") located on the Property, the Board wishes to renovate and expand the lunchroom, create a new accessible entrance, provide for a new science lab, replace the third floor classroom entrances and doors, enclose the MDF room, add 150 hallway lockers, obtain a new HD security camera system, and demolish the field house (together, the "Rehabilitation") (the Project will have those general features described in Exhibit B attached hereto and incorporated herein, and the Rehabilitation of the Facility shall be known as the "Project"); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions 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 June 10, 1998, published at pages 70522 through 70713 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 12, 2003 (published at pages 12144 through 12302 of the Journal of for said date) and September 1, 2004 (published at pages 29482 through 29664 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Pilsen Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the Pilsen Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Pilsen Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Pilsen TIF Ordinances", the Redevelopment Plan approved by the Pilsen TIF Ordinances is referred to herein as the "Pilsen Redevelopment Plan" and the redevelopment project area created by the Pilsen TIF Ordinances is referred to herein as the "Pilsen Redevelopment Area"); and

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

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

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

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

WHEREAS, the City desires to use a portion of the Pilsen Increment (the "City Funds") for the Project on the Property, all of which either lies wholly within or is contiguous to the boundaries of the Pilsen Redevelopment Area; and

WHEREAS, the City agrees to use City Funds in an amount not to exceed \$2,887,000.00 to reimburse the Board for a portion of the costs of the TIF-Funded Improvements (as defined in Article Three, Section 3 below) 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 Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Pilsen Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

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

#### Article One: Incorporation of Recitals

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

#### Article Two: The Project

1. The plans and specifications for the Project shall at a minimum meet the general requirements for the Facility as set forth in Exhibit B hereof and shall be provided to the City by the Board prior to the disbursement of City Funds relating to the Project. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

#### Article Three: Funding

1. Upon completion of the Project, the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit F hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit E. Requisition for reimbursement of TIF-Funded Improvements out of the City Funds shall be made not more than four (4) times per year (or as otherwise permitted by the Department). The City shall disburse the City Funds to the Board within 45 days after the City's approval of a Requisition Form. The Board will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements.

2. The current estimate of the cost of the Project is approximately \$3,805,000.00. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit F. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

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

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

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

#### Article Four: Term

The Term of the Agreement shall commence on the date of its execution and shall expire on the date on which the Pilsen Redevelopment Area is no longer in effect (through and including



December 31, 2022).

#### Article Five: Indemnity; Default

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

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

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

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

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

#### Article Six: Consent

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

#### Article Seven: Notice

Notice to Board shall be addressed to:

Chief Financial Officer  
Board of Education of the City of Chicago  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

and

General Counsel  
Board of Education of the City of Chicago  
One North Dearborn Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602

Notice to the City shall be addressed to:

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

and

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

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

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

#### Article Eight: Assignment; Binding Effect

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

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

#### Article Nine: Modification

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

#### Article Ten: Compliance With Laws

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

#### Article Eleven: Governing Law And Severability

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

#### Article Twelve: Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

#### Article Thirteen: Entire Agreement

This Agreement constitutes the entire agreement between the parties.

#### Article Fourteen: Authority

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on \_\_\_\_\_, 201\_. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

#### Article Fifteen: Headings

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

#### Article Sixteen: Disclaimer of Relationship

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

#### Article Seventeen: Construction of Words

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

#### Article Eighteen: No Personal Liability

No officer, member, official, employee or agent of the City or the Board shall be individually

or personally liable in connection with this Agreement.

Article Nineteen: Representatives

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

For the Board: Patricia L. Taylor, Chief Facility Officer  
Board of Education of the City of Chicago  
42 West Madison Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Phone: 773-553-2900

For the City: Michelle Nolan, Coordinator of Economic Development  
City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1003  
Chicago, Illinois 60602  
Phone: 312-744-4477

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.

[Signature Page Follows]

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

CITY OF CHICAGO, ILLINOIS, by and through the  
Department of Planning and Development

By: \_\_\_\_\_  
Commissioner  
Department of Planning and Development

THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO

By: \_\_\_\_\_  
President

Attest: By: \_\_\_\_\_  
Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

\_\_\_\_\_  
James L. Bebley, General Counsel

EXHIBIT A  
[intentionally omitted]

## EXHIBIT B

### FEATURES OF THE FACILITY

This project involves making significant infrastructure improvements to the main building and athletic fields at Whittier Elementary School. These improvements preserve the integrity of the building and ensure a healthy and safe classroom environment. Specifically, the school received a new library space, ADA drinking fountains, doors, security cameras, science classrooms, computer room, lunch room, warming kitchen modifications, parent room, lockers, and a unisex toilet.

Exterior improvements included parking lot improvements, fencing, a double lot play lot including basketball courts, new playground, artificial turf field, and drainage improvements.

Whittier School offers an excellent Dual Language Program that supports students in developing high levels of literacy in English and Spanish. The school partners with several agencies to provide a rich after school program that provides academic support and a wide range of enrichment activities. About 325 students attend Whittier Elementary School.

EXHIBITS C-D

[intentionally omitted]



EXHIBIT E  
REQUISITION FORM

State of Illinois        )  
                              ) SS  
County of Cook        )

The affiant, \_\_\_\_\_ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies that with respect to that certain Intergovernmental Agreement between the Board and the City of Chicago dated \_\_\_\_\_, 201\_ regarding John Greenleaf Whittier Elementary School (the "Agreement"):

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

TOTAL:       \$ \_\_\_\_\_

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

\$ \_\_\_\_\_

C. The Board 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 Board hereby certifies to the City that, as of the date hereof:

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

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

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

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

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

the Agreement.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT F  
PROJECT BUDGET

| Task                                                                                                                    | Project Estimate  |
|-------------------------------------------------------------------------------------------------------------------------|-------------------|
| Design                                                                                                                  | \$295,000         |
| Construction                                                                                                            | \$3,250,000       |
| <i>Library, bathroom, and ADA improvements</i>                                                                          |                   |
| <i>Parking lot and fencing; lunchroom and interior room renovations and modifications; security cameras and lockers</i> |                   |
| <i>Turf field and outdoor recreation improvements</i>                                                                   |                   |
| Environ Remediation                                                                                                     | \$60,000          |
| Administration                                                                                                          | \$200,000         |
| FF&E                                                                                                                    | \$0               |
| Contingencies                                                                                                           | \$0               |
| Total                                                                                                                   | <hr/> \$3,805,000 |

EXHIBIT G

PROJECT TIF-FUNDED IMPROVEMENTS

| Task                                                                                                                    | Project Estimate    |
|-------------------------------------------------------------------------------------------------------------------------|---------------------|
| Design                                                                                                                  | \$295,000           |
| Construction                                                                                                            | \$3,250,000         |
| <i>Library, bathroom, and ADA improvements</i>                                                                          |                     |
| <i>Parking lot and fencing; lunchroom and interior room renovations and modifications; security cameras and lockers</i> |                     |
| <i>Turf field and outdoor recreation improvements</i>                                                                   |                     |
| Environ Remediation                                                                                                     | \$60,000            |
| Administration                                                                                                          | \$200,000           |
| FF&E                                                                                                                    | \$0                 |
| Contingencies                                                                                                           | \$0                 |
| Total                                                                                                                   | <u>\$3,805,000*</u> |

\* Notwithstanding the total of TIF-Funded Improvements, the assistance to be provided by the City is limited to the amount of City Funds described in the recitals hereof above and shall not exceed \$2,887,000.



# City of Chicago



O2015-2652

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                   |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                         |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                   |
| <b>Type:</b>                    | Ordinance                                                                                                                         |
| <b>Title:</b>                   | Intergovernmental agreements regarding Modern Schools<br>Across Chicago Program for Faraday, Ericson and Jensen<br>Project Budget |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                                              |

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending intergovernmental agreements regarding the Modern Schools Across Chicago program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

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

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

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago (the "City Council") on December 13, 2006 (the "Original Bond Ordinance"), the City: (1) issued its \$28,830,000 City of Chicago General Obligation Bonds, Series 2007J (Modern Schools Across Chicago Program) (the "Series 2007J Bonds"), and (2) entered into that certain Intergovernmental Agreement regarding Phase 1 of the Modern Schools Across Chicago Program dated as of January 30, 2007 (the "Phase 1 Agreement") with the Board; and

WHEREAS, the Board has advised the City that the Board has completed the Collins Project described in Exhibits A-1, B-1 and C-1 to the Phase 1 Agreement; and

WHEREAS, based on the foregoing advisement, pursuant to Section 13 of the Original Bond Ordinance the City has determined that Excess City Funds (as such term is defined in Article Three, Section 4 of the Phase 1 Agreement) in the amount of \$6,352,539.03 remain in connection with the Collins Project; and

WHEREAS, pursuant to Article Nine of the Phase 1 Agreement, the City and the Board desire to enter into an amendment to the Phase 1 Agreement in substantially the form attached hereto as Exhibit 1 (the "Phase 1 Amendment"); and

WHEREAS, pursuant to the Phase 1 Amendment Excess City Funds in the aggregate amount of not to exceed \$1,275,000 shall be reallocated from the Collins Project as follows: (1) not to exceed \$650,000 shall be reallocated to the Faraday Project described in Exhibits A-14, B-14 and C-14 to the Phase 1 Amendment; (2) not to exceed \$225,000 shall be reallocated to the Ericson Project described in Exhibits A-15, B-15 and C-15 to the Phase 1 Amendment; and (3) not to exceed \$400,000 shall be reallocated to the Jensen Project described in Exhibits A-16, B-16 and C-16 to the Phase 1 Amendment; and

WHEREAS, pursuant to the Original Bond Ordinance, as amended pursuant to an ordinance adopted by the City Council on May 12, 2010, and by supplemental authority contained in an ordinance adopted by the City Council on July 28, 2010 (the "Amended Bond Ordinance"), the City: (1) issued its \$92,280,000 City of Chicago General Obligation Bonds, Series 2010A (Modern Schools Across Chicago Program) (Tax Exempt) and its \$57,835,000 City of Chicago General Obligation Bonds, Taxable Series 2010B (Modern Schools Across Chicago Program) (Build America Bonds – Direct Payment) (collectively, the "Series 2010 Bonds"), and (2) entered into that certain Intergovernmental Agreement regarding Phase 2 of the Modern Schools Across Chicago Program dated as of August 26, 2010 (the "Phase 2 Agreement") with the Board; and

WHEREAS, the Board has advised the City that the Board has completed the Prieto Project described in Exhibits A-2, B-2 and C-2 to the Phase 2 Agreement; and

WHEREAS, based on the foregoing advisement, pursuant to Section 13 of the Original Bond Ordinance the City has determined that Excess City Funds in the amount of \$2,827,841.78 remain in connection with the Prieto Project; and

WHEREAS, pursuant to Article Nine of the Phase 2 Agreement, the City and the Board desire to enter into an amendment to the Phase 2 Agreement in substantially the form attached hereto as Exhibit 2 (the "Phase 2 Amendment"); and

WHEREAS, pursuant to the Phase 2 Amendment Excess City Funds in the aggregate amount of not to exceed \$978,601.93 shall be reallocated from the Prieto Project to the Prosser Project described in Exhibits A-8, B-8 and C-8 to the Phase 2 Amendment; now therefore

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

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

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Chief Financial Officer of the City or her designee (the "Chief Financial Officer") is authorized to execute the Phase 1 Amendment and the Phase 2 Amendment (together, the "Amendments"), and such other documents as are necessary, between the City and the Board. The Amendments shall contain such other terms as are necessary or appropriate. In connection with the Amendments the Chief Financial Officer is also authorized to execute: (1) an amendment to that certain Depository Agreement dated as of January 30, 2007 with Wells Fargo Bank, National Association, as successor depository, which such agreement governs the deposit and disbursement of the proceeds of the Series 2007J Bonds; and (2) an amendment to that certain Depository Agreement dated as of August 26, 2010 with Amalgamated Bank of Chicago, as depository, which such agreement governs the deposit and disbursement of the proceeds of the Series 2010 Bonds.

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

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



ORDINANCE EXHIBIT 1, PHASE 1 AMENDMENT

\_\_\_\_\_, 2015

[name]

[title]

Board of Education of the City of Chicago  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

Re: Amendment to Intergovernmental Agreement regarding Phase 1 of the Modern Schools Across Chicago Program dated as of January 30, 2007 (the "Agreement") by and between the City of Chicago (the "City") and the Board of Education of the City of Chicago (the "Board")

Dear \_\_\_\_\_:

Pursuant to an ordinance adopted by the City Council of the City of Chicago on December 13, 2006 (the "Bond Ordinance"), the City: (1) issued its \$28,830,000 City of Chicago General Obligation Bonds, Series 2007J (Modern Schools Across Chicago Program) (the "Series 2007J Bonds"), and (2) entered into the above referenced Agreement, which is hereby incorporated herein by reference. The Board has advised the City that the Board has completed the Collins Project described in Exhibits A-1, B-1 and C-1 to the Agreement; based on the foregoing, pursuant to Section 13 of the Bond Ordinance the City hereby determines that Excess City Funds (as such term is defined in Article Three, Section 4 of the Agreement) in the amount of \$6,352,539.03 remain in connection with the Collins Project.

Pursuant to Article Nine of the Agreement, the purpose of this letter is to amend the Agreement as follows: Excess City Funds in the aggregate amount of not to exceed \$1,275,000 shall be reallocated from the Collins Project as follows: (1) not to exceed \$650,000 shall be reallocated to the Faraday Project described in Exhibits A-14, B-14 and C-14 attached hereto and hereby incorporated into the Agreement; (2) not to exceed \$225,000 shall be reallocated to the Ericson Project described in Exhibits A-15, B-15 and C-15 attached hereto and hereby incorporated into the Agreement; and (3) not to exceed \$400,000 shall be reallocated to the Jensen Project described in Exhibits A-16, B-16 and C-16 attached hereto and hereby incorporated into the Agreement. City Funds in the amount of \$[ ] have been previously disbursed with respect to the Collins Project [and henceforth no additional City Funds shall be disbursed with respect to the Collins Project]. Wells Fargo Bank, National Association, as successor depository under that certain Depository Agreement dated as of January 30, 2007 with respect to, among other things, the Series 2007J Bonds (the "Depository Agreement"), shall be provided a copy hereof and shall be entitled to rely hereon. The Depository Agreement has been amended contemporaneously

herewith to accommodate the aforementioned reallocation of Excess City Funds from the Collins Project.

Except as amended hereby, the Agreement shall remain in full force and effect.

My signature below shall indicate the City's agreement to the above amendment to the Agreement. Please sign the enclosed duplicate original of this letter at the place provided and return it to me as evidence of the Board's agreement to the above amendment to the Agreement (including the referenced amendment of the Depository Agreement).

\_\_\_\_\_  
Chief Financial Officer

ACKNOWLEDGED AND CONFIRMED

\_\_\_\_\_  
[name]

[title]

The Board of Education of the City of Chicago

cc: Wells Fargo Bank, National Association

PHASE 1 AMENDMENT EXHIBIT A-14

THE FARADAY PROJECT

|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bond Issuance Date                                                                                                                                                          | January 30, 2007                                                                                                                                                                                                                                                                                                                                                                 |
| Bonds                                                                                                                                                                       | \$28,830,000 City of Chicago General Obligation Bonds, Series 2007J (Modern Schools Across Chicago Program)                                                                                                                                                                                                                                                                      |
| Depository                                                                                                                                                                  | Wells Fargo Bank, National Association, as successor to Cole Taylor Bank                                                                                                                                                                                                                                                                                                         |
| Depository Agreement Date                                                                                                                                                   | January 30, 2007, as amended on April 19, 2007                                                                                                                                                                                                                                                                                                                                   |
| Insurer                                                                                                                                                                     | Ambac Assurance Corporation                                                                                                                                                                                                                                                                                                                                                      |
| Type of School                                                                                                                                                              | Elementary                                                                                                                                                                                                                                                                                                                                                                       |
| Property Location (attach legal description)                                                                                                                                | 3250 West Monroe Street [legal description not attached for purposes of ordinance]                                                                                                                                                                                                                                                                                               |
| Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding, and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission) | Rehabilitation (Board)                                                                                                                                                                                                                                                                                                                                                           |
| Prior Note                                                                                                                                                                  | n/a                                                                                                                                                                                                                                                                                                                                                                              |
| Facility Description                                                                                                                                                        | This project has been designed to provide upgraded Science, Technology, Engineering and Math (STEM) facilities at Faraday Elementary School. The actual project includes the following new classrooms to support the STEM curriculum: one new engineering lab, one new media classroom, one new level III science classroom, and renovation of two existing computer classrooms. |
| TIF Ordinance Date                                                                                                                                                          | May 17, 2000                                                                                                                                                                                                                                                                                                                                                                     |
| Redevelopment Area                                                                                                                                                          | Midwest Redevelopment Project Area                                                                                                                                                                                                                                                                                                                                               |
| Redevelopment Plan Journal Citation                                                                                                                                         | May 17, 2000 (pages 30775-30925)                                                                                                                                                                                                                                                                                                                                                 |
| Redevelopment Area Termination Date                                                                                                                                         | December 31, 2024                                                                                                                                                                                                                                                                                                                                                                |
| City Funds                                                                                                                                                                  | \$650,000 Excess City Funds                                                                                                                                                                                                                                                                                                                                                      |
| Project Budget                                                                                                                                                              | \$650,000                                                                                                                                                                                                                                                                                                                                                                        |

PHASE 1 AMENDMENT EXHIBIT A-15

THE ERICSON PROJECT

|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bond Issuance Date                                                                                                                                                          | January 30, 2007                                                                                                                                                                                                                                                                                                                 |
| Bonds                                                                                                                                                                       | \$28,830,000 City of Chicago General Obligation Bonds, Series 2007J (Modern Schools Across Chicago Program)                                                                                                                                                                                                                      |
| Depository                                                                                                                                                                  | Wells Fargo Bank, National Association, as successor to Cole Taylor Bank                                                                                                                                                                                                                                                         |
| Depository Agreement Date                                                                                                                                                   | January 30, 2007, as amended on April 19, 2007                                                                                                                                                                                                                                                                                   |
| Insurer                                                                                                                                                                     | Ambac Assurance Corporation                                                                                                                                                                                                                                                                                                      |
| Type of School                                                                                                                                                              | Elementary                                                                                                                                                                                                                                                                                                                       |
| Property Location (attach legal description)                                                                                                                                | 3600 West 5 <sup>th</sup> Avenue [legal description not attached for purposes of ordinance]                                                                                                                                                                                                                                      |
| Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding, and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission) | Rehabilitation (Board)                                                                                                                                                                                                                                                                                                           |
| Prior Note                                                                                                                                                                  | n/a                                                                                                                                                                                                                                                                                                                              |
| Facility Description                                                                                                                                                        | This project includes the costs associated with the planning, design, and construction of a new age 5-12 play lots, and upgrades to the age 3-5 play lot. Improvements also include minor traffic reconfiguration, dumpster relocation, and ADA improvements. The play lots will be available for use by the community at large. |
| TIF Ordinance Date                                                                                                                                                          | May 17, 2000                                                                                                                                                                                                                                                                                                                     |
| Redevelopment Area                                                                                                                                                          | Midwest Redevelopment Project Area                                                                                                                                                                                                                                                                                               |
| Redevelopment Plan Journal Citation                                                                                                                                         | May 17, 2000 (pages 30775-30925)                                                                                                                                                                                                                                                                                                 |
| Redevelopment Area Termination Date                                                                                                                                         | December 31, 2024                                                                                                                                                                                                                                                                                                                |
| City Funds                                                                                                                                                                  | \$225,000 Excess City Funds                                                                                                                                                                                                                                                                                                      |
| Project Budget                                                                                                                                                              | \$225,000                                                                                                                                                                                                                                                                                                                        |

PHASE 1 AMENDMENT EXHIBIT A-16

THE JENSEN PROJECT

|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bond Issuance Date                                                                                                                                                          | January 30, 2007                                                                                                                                                                                                                                                                                                        |
| Bonds                                                                                                                                                                       | \$28,830,000 City of Chicago General Obligation Bonds, Series 2007J (Modern Schools Across Chicago Program)                                                                                                                                                                                                             |
| Depository                                                                                                                                                                  | Wells Fargo Bank, National Association, as successor to Cole Taylor Bank                                                                                                                                                                                                                                                |
| Depository Agreement Date                                                                                                                                                   | January 30, 2007, as amended on April 19, 2007                                                                                                                                                                                                                                                                          |
| Insurer                                                                                                                                                                     | Ambac Assurance Corporation                                                                                                                                                                                                                                                                                             |
| Type of School                                                                                                                                                              | Elementary                                                                                                                                                                                                                                                                                                              |
| Property Location (attach legal description)                                                                                                                                | 3030 West Harrison Street [legal description not attached for purposes of ordinance]                                                                                                                                                                                                                                    |
| Category of Project (Acquisition, Design, Construction, Rehabilitation, Refunding, and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission) | Rehabilitation (Board)                                                                                                                                                                                                                                                                                                  |
| Prior Note                                                                                                                                                                  | n/a                                                                                                                                                                                                                                                                                                                     |
| Facility Description                                                                                                                                                        | This project includes the costs associated with the planning, design, and construction of construction of a new age 3-5 and a new age 5-12 play lots. Improvements include minor traffic reconfiguration, dumpster relocation, and ADA improvements. The play lots will be available for use by the community at large. |
| TIF Ordinance Date                                                                                                                                                          | May 17, 2000                                                                                                                                                                                                                                                                                                            |
| Redevelopment Area                                                                                                                                                          | Midwest Redevelopment Project Area                                                                                                                                                                                                                                                                                      |
| Redevelopment Plan Journal Citation                                                                                                                                         | May 17, 2000 (pages 30775-30925)                                                                                                                                                                                                                                                                                        |
| Redevelopment Area Termination Date                                                                                                                                         | December 31, 2024                                                                                                                                                                                                                                                                                                       |
| City Funds                                                                                                                                                                  | \$400,000 Excess City Funds                                                                                                                                                                                                                                                                                             |
| Project Budget                                                                                                                                                              | \$400,000                                                                                                                                                                                                                                                                                                               |

PHASE 1 AMENDMENT EXHIBIT B-14

THE FARADAY PROJECT BUDGET

|                     |                 |
|---------------------|-----------------|
| Design              | \$55,000        |
| Construction        | \$500,000       |
| Environ Remediation | \$20,000        |
| Administration      | \$32,500        |
| FF&E                | \$-             |
| Contingencies       | <u>\$42,500</u> |
| Total               | \$650,000       |

PHASE 1 AMENDMENT EXHIBIT B-15

THE ERICSON PROJECT BUDGET

|                     |                |
|---------------------|----------------|
| Design              | \$10,000       |
| Construction        | \$200,000      |
| Environ Remediation | \$1,000        |
| Administration      | \$13,000       |
| FF&E                | \$-            |
| Contingencies       | <u>\$1,000</u> |
| Total               | \$225,000      |

PHASE 1 AMENDMENT EXHIBIT B-16

THE JENSEN PROJECT BUDGET

|                     |                |
|---------------------|----------------|
| Design              | \$5,000        |
| Construction        | \$365,000      |
| Environ Remediation | \$-            |
| Administration      | \$23,725       |
| FF&E                | \$-            |
| Contingencies       | <u>\$6,275</u> |
| Total               | \$400,000      |



PHASE 1 AMENDMENT EXHIBIT C-14

THE FARADAY PROJECT TIF-FUNDED IMPROVEMENTS

|                     |                 |
|---------------------|-----------------|
| Design              | \$55,000        |
| Construction        | \$500,000       |
| Environ Remediation | \$20,000        |
| Administration      | \$32,500        |
| FF&E                | \$-             |
| Contingencies       | <u>\$42,500</u> |
| Total               | \$650,000       |

PHASE 1 AMENDMENT EXHIBIT C-15  
THE ERICSON PROJECT TIF-FUNDED IMPROVEMENTS

|                     |                |
|---------------------|----------------|
| Design              | \$10,000       |
| Construction        | \$200,000      |
| Environ Remediation | \$1,000        |
| Administration      | \$13,000       |
| FF&E                | \$-            |
| Contingencies       | <u>\$1,000</u> |
| Total               | \$225,000      |

PHASE 1 AMENDMENT EXHIBIT C-16  
THE JENSEN PROJECT TIF-FUNDED IMPROVEMENTS

|                     |                |
|---------------------|----------------|
| Design              | \$5,000        |
| Construction        | \$365,000      |
| Environ Remediation | \$-            |
| Administration      | \$23,725       |
| FF&E                | \$-            |
| Contingencies       | <u>\$6,275</u> |
| Total               | \$400,000      |

ORDINANCE EXHIBIT 2, PHASE 2 AMENDMENT

\_\_\_\_\_, 2015

[name]

[title]

Board of Education of the City of Chicago  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602

Re: Amendment to Intergovernmental Agreement regarding Phase 2 of the Modern Schools Across Chicago Program dated as of August 26, 2010 (the "Agreement") by and between the City of Chicago (the "City") and the Board of Education of the City of Chicago (the "Board")

Dear \_\_\_\_\_:

Pursuant to an ordinance adopted by the City Council on December 13, 2006 (the "Original Bond Ordinance"), as amended pursuant to an ordinance adopted by the City Council on May 12, 2010, and by supplemental authority contained in an ordinance adopted by the City Council on July 28, 2010 (the "Amended Bond Ordinance," and, together with the Original Bond Ordinance, the "Bond Ordinance"), the City: (1) issued its \$92,280,000 aggregate principal amount General Obligation Bonds, Series 2010A (Modern Schools Across Chicago Program) (Tax-Exempt) and its \$57,835,000 aggregate principal amount General Obligation Bonds, Taxable Series 2010B (Modern Schools Across Chicago Program) (Build America Bonds – Direct Payment) (collectively, the "Bonds"), and (2) entered into the above referenced Agreement, which is hereby incorporated herein by reference.

The Board has advised the City that the Board has completed the Prieto Project described in Exhibits A-2, B-2 and C-2 to the Agreement; based on the foregoing, pursuant to Section 13 of the Original Bond Ordinance the City hereby determines that Excess City Funds (as such term is defined in Article Three, Section 4 of the Agreement) in the amount of \$2,827,841.78 remain in connection with the Prieto Project.

Pursuant to Article Nine of the Agreement, the purpose of this letter is to amend the Agreement as follows:

Excess City Funds in the aggregate amount of not to exceed \$978,601.93 shall be reallocated from the Prieto Project to the Prosser Project described in Exhibits A-8, B-8 and C-8 attached hereto and hereby incorporated into the Agreement. City Funds in the amount of \$36,811,660.00 have been previously disbursed with respect to the Prieto Project [and henceforth no additional City Funds shall be disbursed with respect to the Prieto Project].

Amalgamated Bank of Chicago, as depository under that certain Depository Agreement dated as of August 26, 2010 with respect to the Bonds (the "Depository Agreement"), shall be provided a copy hereof and shall be entitled to rely hereon. The Depository Agreement has been amended contemporaneously herewith to accommodate the aforementioned reallocation of Excess City Funds from the Prieto Project. Except as amended hereby, the Agreement shall remain in full force and effect.

My signature below shall indicate the City's agreement to the above amendment to the Agreement. Please sign the enclosed duplicate original of this letter at the place provided and return it to me as evidence of the Board's agreement to the above amendment to the Agreement (including the referenced amendment of the Depository Agreement).

---

Chief Financial Officer

ACKNOWLEDGED AND CONFIRMED

---

[name]

[title]

The Board of Education of the City of Chicago

cc: Amalgamated Bank of Chicago

PHASE 2 AMENDMENT EXHIBIT A-8

THE PROSSER PROJECT

|                                                                                                                                                                 |                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of School                                                                                                                                                  | High School                                                                                                                                                                                                     |
| Property Location (attach legal description)                                                                                                                    | 2148 North Long Avenue [legal description not attached for purposes of ordinance]                                                                                                                               |
| Category of Project (Acquisition, Design, Construction, Rehabilitation and/or Additional Financing) and Party Undertaking the Project (Board and/or Commission) | Rehabilitation (Board)                                                                                                                                                                                          |
| Facility Description                                                                                                                                            | This project involves making roof infrastructure repairs to the main building at Prosser High School. This repair preserves the integrity of the building and ensures a healthy and safe classroom environment. |
| TIF Ordinance Date                                                                                                                                              | July 7, 1999, amended May 12, 2010                                                                                                                                                                              |
| Redevelopment Area                                                                                                                                              | Galewood/Armitage Industrial Redevelopment Project Area                                                                                                                                                         |
| Redevelopment Plan Journal Citation                                                                                                                             | July 7, 1999 (pages 6235-6323), May 12, 2010 (89655-89664)                                                                                                                                                      |
| Redevelopment Area Termination Date                                                                                                                             | December 31, 2023                                                                                                                                                                                               |
| City Funds                                                                                                                                                      | \$978,601.93 Excess City Funds                                                                                                                                                                                  |
| Project Budget                                                                                                                                                  | \$978,601.93                                                                                                                                                                                                    |

PHASE 2 AMENDMENT EXHIBIT B-8

THE PROSSER PROJECT BUDGET

|                     |                     |
|---------------------|---------------------|
| Design              | \$56,891.00         |
| Construction        | \$859,729.51        |
| Environ Remediation | \$6,099.00          |
| Administration      | \$55,882.42         |
| FF&E                | \$0.00              |
| Contingencies       | \$0.00              |
| Total               | <u>\$978,601.93</u> |

PHASE 2 AMENDMENT EXHIBIT C-8

THE PROSSER PROJECT TIF-FUNDED IMPROVEMENTS

|                     |                     |
|---------------------|---------------------|
| Design              | \$56,891.00         |
| Construction        | \$859,729.51        |
| Environ Remediation | \$6,099.00          |
| Administration      | \$55,882.42         |
| FF&E                | \$0.00              |
| Contingencies       | \$0.00              |
| Total               | <u>\$978,601.93</u> |





# City of Chicago



O2015-2656

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                      |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                |
| <b>Type:</b>                    | Ordinance                                                                                                                      |
| <b>Title:</b>                   | Intergovernmental agreement with Metropolitan Water Reclamation District of Greater Chicago regarding Albany Park Storm Tunnel |
| <b>Committee(s) Assignment:</b> | Committee on Budget and Government Operations                                                                                  |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith, together with Alderman Laurino, an ordinance authorizing the execution of an Intergovernmental Agreement with the Metropolitan Water Reclamation District regarding the Albany Park Storm Tunnel.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



## ORDINANCE

**WHEREAS**, the City of Chicago (the "**City**") is a home rule unit of government under Article VII, Section 6(a) of the 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 Metropolitan Water Reclamation District of Greater Chicago is a body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "**District**"); and

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049, as amended (the "**Act**"); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

**WHEREAS**, "stormwater management" as defined in the Act (and codified at 70 ILCS 2605/7h(a)) means the management of floods and floodwaters; and

**WHEREAS**, the Act specifically authorizes the District to plan, manage, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, the Act provides that stormwater management in a municipality with a population over one million will be conducted by that municipality, or by the District subject to an intergovernmental agreement between the District and that municipality; and

**WHEREAS**, the City has a population greater than one million people; and

**WHEREAS**, on December 13, 2006, the City Council of the City adopted the "Chicago Stormwater Management Ordinance," codified as Chapter 11-18 of the Municipal Code of Chicago (the "**City Ordinance**"); and

**WHEREAS**, pursuant to Section 11-18-110 of the City Ordinance and other provisions of the Municipal Code of Chicago, the Commissioner of the City's Department of Water Management has issued regulations for sewer construction and stormwater management; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

**WHEREAS**, on October 6, 2009, the City and the District entered into an intergovernmental agreement ("**Stormwater IGA**") regarding stormwater management within the corporate limits of the City; and

**WHEREAS**, pursuant to the Stormwater IGA, the District and City agreed to work together on identifying and prioritizing stormwater management problems within the corporate limits of the City; and

**WHEREAS**, the neighborhood of Albany Park is located within the corporate limits of the City; and

**WHEREAS**, the North Branch of the Chicago River (the "**NBCR**") bisects the Albany Park neighborhood on its way to flowing into the Chicago River and a low-lying area near the NBCR is prone to flooding; and

**WHEREAS**, during a major rainfall event on September 13 and 14, 2008 the NBCR overtopped its banks and caused significant flooding in the Albany Park neighborhood; and

**WHEREAS**, the City's Department of Transportation ("**CDOT**") responded by placing sandbags along the shore as a temporary measure against flooding, but recommends that a diversion tunnel be constructed 100 feet below grade (roughly following the right of way of Foster Avenue), to take the excess waters during a potential flood and divert them directly into the Chicago River, thereby bypassing the Albany Park neighborhood and reducing the potential for flooding (the "**Diversion Tunnel**"); and

**WHEREAS**, the City and the District shared the cost of (i) a study performed by MWH Americas, Inc. ("**MWH**") regarding the feasibility of building a diversion tunnel in soft ground (the "**Engineering Study**"), and (ii) a design by MWH for a diversion tunnel in Albany Park based upon the Engineering Study (the "**Design**"); and

**WHEREAS**, on August 29, 2013, the District's Board of Commissioners authorized the District to negotiate and enter into intergovernmental agreements with the City for the design and construction of the Diversion Tunnel.

**WHEREAS**, the District's Board of Commissioners further authorized that the District may contribute up to, and no more than, Twenty-Five Million Nine Hundred Twenty Thousand Dollars (\$25,920,000) for the design and the construction of the diversion tunnel; and

**WHEREAS**, subject to the terms and conditions of an intergovernmental agreement between the City and District for the Design, dated March 4, 2014 (the "**Design IGA**"), the District contributed up to, and no more than, One Million One Hundred Sixty-Nine Thousand Five Hundred and Ninety-Seven Dollars (\$1,169,597) for the Design; and

**WHEREAS**, the City plans to construct the Diversion Tunnel pursuant to the Design (the "**Project**"); and

**WHEREAS**, subject to the terms and conditions of an intergovernmental agreement, attached hereto as **Exhibit A**, (the "**Agreement**") the District intends to contribute up to Twenty-Four Million Seven Hundred Fifty Thousand Four Hundred Three Dollars (\$24,750,403) for the construction of the Diversion Tunnel; and

**WHEREAS**, on April 9, 2015, The District's Board of Commissioners authorized the District to grant and issue to the City such easements and similar interest in property owned by the District as are reasonably requested by the City for the construction, use and maintenance of the Project; and

**WHEREAS**, the District has full power to pass all necessary ordinances, orders, rules, resolutions and regulations for the proper management and conduct of the business of the District and for carrying into effect the object for which it was formed. It is the policy of the State that all powers granted, either expressly or by necessary implication by the District's enabling legislation or any other Illinois Statute, to the District may be exercised by the District under 70 ILCS 2605/4; and

**WHEREAS**, the City and District have agreed to enter into the Agreement substantially in the form attached hereto as Exhibit A in order to memorialize their respective roles in such an effort; now, therefore,

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

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

**SECTION 2.** The Commissioner of CDOT (the "**Commissioner**") is authorized to execute the Agreement, and such other documents as are necessary, between the City and District, including indemnification provisions as provided therein, subject to the approval of the Corporation Counsel of the City as to form and legality.

**SECTION 3.** The Commissioner is authorized to execute such documents as may be necessary to accept donations of easements and other interest in property of the District or others as may be reasonably required for the construction, use and maintenance of the Project, all subject to the approval of Corporation Counsel of the City as to form and legality.

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

**SECTION 5.** This ordinance takes effect upon passage and approval.

**EXHIBIT A**

**Intergovernmental Agreement**  
(See Attached)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
AND  
THE CITY OF CHICAGO, ILLINOIS, DEPARTMENT OF TRANSPORTATION

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter this "**Agreement**") is entered into this \_\_\_\_\_, 201\_, by and between the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter "**District**") and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, (hereinafter "**City**"), acting through its Department of Transportation ("**CDOT**").

WITNESSETH, THAT:

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049, as amended (the "**Act**"); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

**WHEREAS**, "stormwater management" as defined in the Act (and codified at 70 ILCS 2605/7h(a)) means the management of floods and floodwaters; and

**WHEREAS**, the Act specifically authorizes the District to plan, manage, implement, and finance regional and local activities relating to stormwater management in Cook County; and

**WHEREAS**, the Act provides that stormwater management in a municipality with a population over one million will be conducted by that municipality, or by the District subject to an intergovernmental agreement between the District and that municipality; and

**WHEREAS**, the City has a population greater than one million people; and

**WHEREAS**, on December 13, 2006, the City Council of the City (the "**City Council**") adopted the "Chicago Stormwater Management Ordinance," codified as Chapter 11-18 of the Municipal Code of Chicago (the "**City Ordinance**"); and

**WHEREAS**, pursuant to Section 11-18-110 of the City Ordinance and other provisions of the Municipal Code of Chicago, the Commissioner of the City's Department of Water Management has issued regulations for sewer construction and stormwater management; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

**WHEREAS**, on October 6, 2009, the City and the District entered into an intergovernmental agreement ("**Stormwater IGA**") regarding stormwater management within the corporate limits of the City; and



**WHEREAS**, pursuant to the Stormwater IGA, the District and the City further agreed to work together on identifying potential projects to address stormwater management problems within the corporate limits of the City; and

**WHEREAS**, the neighborhood of Albany Park is located within the corporate limits of the City; and

**WHEREAS**, the North Branch of the Chicago River (the "**NBCR**") bisects the Albany Park neighborhood, and a low-lying area within that neighborhood is prone to overbank flooding; and

**WHEREAS**, during a major rainfall event on September 13 and 14, 2008, the NBCR overtopped its banks and caused significant flooding in the Albany Park neighborhood; and

**WHEREAS**, CDOT responded by placing sandbags along the shore as a temporary measure against flooding, but recommends that a diversion tunnel be constructed (roughly following the right-of-way of Foster Avenue), to take the excess waters during a potential flood and divert them directly into the Chicago River, thereby bypassing the Albany Park neighborhood and reducing the potential for flooding (the "**Diversion Tunnel**"); and

**WHEREAS**, the City and the District shared the cost of (i) a study performed by MWH Americas, Inc. ("**MWH**") regarding the feasibility of building a diversion tunnel in soft ground (the "**Engineering Study**"), and (ii) a design by MWH for a diversion tunnel in Albany Park based upon the Engineering Study (the "**Design**"); and

**WHEREAS**, subject to the terms and conditions of an intergovernmental agreement between the City and District for the Design, dated March 4, 2014 (the "**Design IGA**"), the District contributed up to, and no more than, One Million One Hundred Sixty-Nine Thousand Five Hundred and Ninety-Seven Dollars (\$1,169,597) for the Design; and

**WHEREAS**, the City plans to construct the Diversion Tunnel pursuant to the Design (the "**Project**"); and

**WHEREAS**, on August 29, 2013, the District's Board of Commissioners authorized the District to negotiate and enter into intergovernmental agreements with the City for the design and construction of the diversion tunnel; and

**WHEREAS**, the District's Board of Commissioners further authorized that the District may contribute up to, and no more than, Twenty-Five Million Nine Hundred Twenty Thousand Dollars (\$25,920,000) for the design and the construction of the diversion tunnel; and

**WHEREAS**, subject to the terms and conditions of this Agreement, the District intends to contribute up to Twenty-Four Million Seven Hundred Fifty Thousand Four Hundred Three Dollars (\$24,750,403) for the construction of the Diversion Tunnel; and

**WHEREAS**, on April 9, 2015, The District's Board of Commissioners authorized the District to grant and issue to the City such easements and similar interest in property owned by the District as are reasonably requested by the City for the construction, use and maintenance of the Project; and

**WHEREAS**, the City commits to providing the remaining funds necessary for the construction of the Project; and

**WHEREAS**, on \_\_\_\_\_, 2015 the City Council adopted an ordinance published in the Journal of the Proceedings for said date at pages \_\_\_\_\_ to \_\_\_\_\_, which, among other things, authorizes the execution of this Agreement;

NOW THEREFORE, it is agreed, as follows:

#### ARTICLE ONE: INCORPORATION OF RECITALS

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

#### ARTICLE TWO: THE PROJECT

1. The City has caused to be prepared construction drawings, specifications, and details (the "**Construction Documents**") pursuant to the Design IGA.
2. The City shall construct the project in accordance with the Construction Documents.
3. The City shall advertise, bid, award and administer the construction contract and a construction management contract.
4. The construction contract bid documents will use City templates regarding general contracting language, including MBE/WBE, insurance, typical front end documents and specifications. The City has reviewed MWRD's MBE/WBE policies and exhibits and has determined that the City's MBE/WBE regulations meet or exceed the District's policies. The City does not use a flat percentage for MBE/WBE, but determines project specific goals based on type and complexity of construction, tasks and labor divisions entailed in the construction and availability of suitable and qualified MBE and WBE contractors, based on a review of the City's and Illinois Unified Certification databases of minority contractors
5. The District may ask to review all bids and advise on contract award.
6. The District will have the right to review all submittals, requests for information, and any other documents generated by the contractor, engineering designer or construction manager.
7. The District will review and be sent record copies of the contractor's monthly progress invoices.
8. The District may attend all weekly construction progress update meetings and other meetings during construction as necessary.
9. The District shall be named as "additional insured" against all claims under the construction contractor's insurance policy.

10. At the end of the Project, the City will send the District "As-Built" drawings of the completed tunnel.

11. The City shall own all of the improvements constructed for the Project pursuant to this Agreement, including but not limited to the Diversion Tunnel, except for certain park-related improvements. None of the funds provided by the District may be used for construction of those park-related improvements. Rather, the City shall pay for the construction of those improvements with money from its share of the Project funding. Additionally, after those improvements are constructed, the City will turn them over to the Chicago Park District (the "**Park District**"). The City agrees to provide a copy of such turnover document to the District, and shall ensure that such turnover to the Park District includes an acknowledgement by the Park District that it will own, use, and maintain such improvements in accordance with the Lease Between Metropolitan Sanitary District of Greater Chicago and the Chicago Park District dated April 12, 1962, as amended. Nothing in this Agreement shall be construed as creating an ownership or property interest of the District in any of the improvements constructed by the City pursuant to this Agreement.

12. The City shall be responsible for operations and maintenance of the Diversion Tunnel and will have on file an operations and maintenance manual, subject to review but not approval of the District.

13. The District shall reimburse the City up to Twenty-Four Million Seven Hundred Fifty Thousand Four Hundred Three Dollars (\$24,750,403) ("**Maximum Reimbursement Amount**") for the construction of the Project. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The City shall be solely responsible for change orders, overruns or any other increases in cost of the Project. Additionally, the City shall be solely responsible for any portion of the construction dedicated to park-related improvements as set forth in paragraph 11 above. The District shall disburse funds to the City in accordance with the following schedule:

- a. Up to 25% of the Maximum Reimbursement amount at receipt of invoices for 25% completion of construction;
- b. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 50% completion of construction;
- c. Up to 25% of the Maximum Reimbursement amount at receipt of invoices for 75% completion of construction; and
- d. Up to 25% of the Maximum Reimbursement amount at receipt of invoices for 100% completion of construction after final inspection by the District.

14. As a condition for reimbursement, the City shall submit copies of construction invoices to the District for the District's review and approval.

15. The City shall return all funds provided by the District if the Project is not completed within two years of award of the construction contract, unless the District approves extension(s); such approval shall not be unreasonably withheld. In the event that the City does not use all of

the District's disbursed funds for the Project, the City shall return any unused funds to the District within sixty (60) days.

### ARTICLE THREE: TAX EXEMPT STATUS

The City shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action, which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the District or the loss of any credit payment or tax credit to the District or any other party from the United States Treasury (such as, for example, was available to units of local government for "build America bonds") (any of such advantages being "Tax Advantaged Status"), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the "Tax Laws").

The City agrees to provide a certification and agreement, in the form as attached to this Agreement as Exhibit 1, regarding compliance with the Tax Laws (the "Tax Agreement"). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the District.

### ARTICLE FOUR: PROPERTY INTERESTS

1. Upon execution of this Agreement and the District's approval of appropriate plats and legal descriptions prepared and submitted by the City, at the City's expense, the District shall, without the payment of compensation, duly execute and deliver to the City an Easement Agreement substantially in the form set forth in Exhibit 2 (the "**Easement Agreement**"), which is attached and incorporated. The City shall obtain any consent from lessee or licensee of any property leased or licensed by the District to third parties, except that with respect to the lease by the District to North Park University ("**North Park Lease**"), the District will deliver a written notice for the Project in accordance with Section 5.01 of the North Park Lease.. The City shall take the property "as is" with no warranties of title by the District.

2. The delivery of the Easement Agreement shall take place at a closing at a time and place that are mutually agreed by the City and the District.

3. The District also agrees to provide the City with rights of entry or similar temporary access to other District lands reasonably requested by the City in order to construct and install the Project, subject to the rights of any third parties who have an interest in the land.

4. The value of the grant and the value of the rights of entry shall not be deemed a reimbursable expense under Article 2 of this Agreement. The District agrees to provide a donation letter, waiver of appraisal, and such other acknowledgements of the land acquisition procedures, terms and conditions as shall be reasonably requested by the City in connection with the proposed funding of the Project.

5. In addition to the Easement Agreement described in paragraph 1 of this Article, the city shall, prior to construction, make best efforts to acquire from applicable property owners

such temporary or permanent easements, license agreements, or fee simple title ("**Other Property Interest**") to the extent reasonably necessary for construction of, maintenance of, and access to the Project. This shall be the sole responsibility of the City and shall occur without cost to the District.

6. The City shall pay for the recording of all easements, licenses or deeds acquired for the Project.

#### ARTICLE FIVE: MAINTENANCE

1. The City, at its sole cost and expense, shall perpetually maintain and operate the Project for the entire duration of this Agreement in accordance with the Operations and Maintenance Plan attached to this Agreement as Exhibit 3, and shall deliver to District a copy of the inspection and maintenance report therein described.

2. The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the City.

3. In the event that the City fails to maintain and/or operate the Project as specified in the Operations and Maintenance Plan as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the City directing the City to perform such maintenance and/or operate the Project. If maintenance has not been accomplished and/or operation resumed on or before thirty (30) days after such notice, or such other period reasonably necessary to perform the work, whichever is longer, the City shall pay the District the actual cost to the District of performing the required maintenance and/or operating the Project.

4. In the event that the City fails to operate the Project anytime during the next 30 years (calculated from the date written on the first page of this Agreement), the District may demand that some or all of the funding it provided under this Agreement be returned to the District. However, this paragraph shall not apply if: (a) the City replaces the Project with improvements that are deemed by the District to have equal or greater stormwater benefit to the public; and (b) the cost of the Project has been amortized prior to its replacement in a manner consistent with terms of Article 3 of this Agreement and the corresponding Tax Agreement, attached hereto as Exhibit 1

#### ARTICLE SIX: TERM

Subject to the terms and conditions of Articles 9 and 10 below, this Agreement shall remain in full force and effect until 99 years from the date of this Agreement.

#### ARTICLE SEVEN: PERMITS AND FEES

Nothing in this Agreement shall be construed to require or oblige the District to procure or provide funding for any of the federal, state, or local permits or easements that may be necessary for, or in any way related to, the construction of the Project.

## ARTICLE EIGHT: NOTIFICATION

1. Bid Advertisement. The City will provide the District with 30-day notice prior to bid advertisement for the Project.

2. Construction. The City shall provide the District with a construction schedule and provide the District a minimum of 72-hour notice before the following project milestones:

- (a) Start of work
- (b) Substantial completion
- (c) Completion of work

## ARTICLE NINE: SIGNAGE

The signage will indicate that the Project is a joint effort between the City and the District designed to alleviate flooding and the damage caused by overtopping flood waters from the North Branch of the Chicago River to public and private infrastructure and disruption to local and regional transportation. Specific details of the signage will be mutually agreed upon by the parties.

## ARTICLE TEN: TERMINATION BY THE CITY

Prior to commencement of construction of the Project, the City may, at its option, and upon giving notice to the District in the manner provided in Article 13 below, terminate this Agreement as it pertains to the entire Project.

## ARTICLE ELEVEN: TERMINATION BY THE DISTRICT

Prior to bid advertisement of the Project, the District may, at its option, and upon giving notice to the City in the manner provided in Article 13 below, terminate this Agreement as it pertains to the entire Project.

## ARTICLE TWELVE: INDEMNITY

City agrees to defend, indemnify and hold harmless the District, its Commissioners, officers, servants, employees and agents from and against any claim, demand, or cause of action for personal injury or death or property damage, which arising or resulting from the City's or its contractor's construction or implementation of the Project or its entry on the District's property as authorized herein, except to the extent such is proximately caused by the negligent, willful and wanton or intentionally tortious actions or omissions of the District or its Commissioners, officers, servants, agents or employees.

Upon receipt by the District of notice of any claim covered under this provision, the District shall notify the City within 30 days and deliver copies of all documents providing such notice. Upon receipt of such notice and documents, the City will appear in a timely manner and vigorously defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto.

The District shall have the right, at its option, to consult in the defense of any claim, without relieving City of its obligations hereunder; provided that the City shall have sole discretion over settlement of any such claim and litigation strategy with respect to defense of such claim. However, any settlement which requires any action on the part of the District must be made only with the prior written consent of the District's General Counsel.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the contractor's breach of any contract related to the Project or the contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees arising out of or as a consequence of the performance of the Project.

To the extent permissible by law, the City waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the contractor or subcontractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corp.*, v 146 Ill. 2d 155 (1991)). The District, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act or any other statute or judicial decision.

#### ARTICLE THIRTEEN: NOTICE

Notice to District shall be addressed to:

Director of Engineering  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
FAX: (312) 751.7905

and

General Counsel  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751.6565

Notice to the City shall be addressed to:

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

And

Corporation Counsel  
City of Chicago, Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division  
Phone: (312) 744.0200

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

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

#### ARTICLE FOURTEEN: ASSIGNMENT; BINDING EFFECT

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

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

#### ARTICLE FIFTEEN: MODIFICATION

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

#### ARTICLE SIXTEEN: COMPLIANCE WITH LAWS

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

#### ARTICLE SEVENTEEN: GOVERNING LAW AND SEVERABILITY

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

#### ARTICLE EIGHTEEN: NECESSARY DOCUMENTS

Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the City shall provide the District with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor.

#### ARTICLE NINETEEN: COUNTERPARTS

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



## ARTICLE TWENTY: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

## ARTICLE TWENTY-ONE: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on \_\_\_\_\_, 20\_\_. Execution of this Agreement by the District is authorized by order of the Board of Commissioners on August 29, 2013. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

## ARTICLE TWENTY-TWO: HEADINGS

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

## ARTICLE TWENTY-THREE: DISCLAIMER OF RELATIONSHIP

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

## ARTICLE TWENTY-FOUR: CONSTRUCTION OF WORDS

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

## ARTICLE TWENTY-FIVE: NO PERSONAL LIABILITY

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

## ARTICLE TWENTY-SIX: NON-WAIVER

Either party's failure to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance with any other provision of this Agreement or such provision at any other time. Any waiver of any terms of this Agreement must be in writing and shall not diminish the future enforceability of this Agreement.

## ARTICLE TWENTY-SEVEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact

|                   |                                                                                                                                                                                          |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For the District: | Director of Engineering<br>Metropolitan Water Reclamation District of Greater Chicago<br>100 East Erie Street<br>Chicago, Illinois 60611<br>Phone: (312) 751-3169<br>FAX: (312) 751.7905 |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

For the City: Commissioner  
City of Chicago, Department of Transportation  
30 North LaSalle Street  
Chicago, Illinois 60602  
Phone: (312)  
FAX: (312)

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.

[Signature Page Follows]

IN WITNESS WHEREOF the Metropolitan Water Reclamation District of Greater Chicago and City of Chicago, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers, duly attested and their seals hereto affixed this IGA, which shall become effective upon the date it is signed by both parties.

CITY OF CHICAGO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Commissioner of the Department of Transportation

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Clerk

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Chairman of the Committee on Finance

By: \_\_\_\_\_

Name: \_\_\_\_\_

Executive Director

ATTEST:

By: \_\_\_\_\_

Clerk

APPROVED AS TO ENGINEERING:

\_\_\_\_\_

Name: \_\_\_\_\_

Assistant Director of Engineering

\_\_\_\_\_

Name: \_\_\_\_\_

Director of Engineering

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

Name: \_\_\_\_\_

Head Assistant Attorney

\_\_\_\_\_

Name: \_\_\_\_\_

General Counsel

EXHIBIT 1  
Form of  
Tax Exemption Certificate and Agreement  
(See Attachment)

## TAX EXEMPTION CERTIFICATE AND AGREEMENT

The City of Chicago (the "*City*") is executing this Tax Exemption Certificate and Agreement ("*Tax Agreement*") to allow the Metropolitan Water Reclamation District of Greater Chicago (the "*District*") to transfer to the City monies financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix D (the "*Facilities*"). Appendix D may be amended from time to time if additional cash to acquire or improve such Facilities is transferred.

The City is aware that the District has limited resources and might be unable to fund the Facilities without this Tax Agreement.

*Section 1. Definitions and Appendices.* Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the City. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix C, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix D lists or describes the Facilities that are hereby made the subject of restrictions described herein.

*Section 2. Expectations.* These certifications set forth various facts regarding the transfers and establish the expectations of the City as to future events regarding the transfers. These certifications also establish facts and expectations related to any moneys of the City or related entities held in funds or accounts related to the Facilities (if any). The City recognizes that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

*Section 3. Purpose of Cost Share.* The Facilities listed in Appendix D have been or are being acquired by the City with funds transferred by the District (the "*Cost Share*") to allow the City and District to better manage stormwater. The City, and not the District, will own and control the operation and use of these Facilities, except for annual inspections and except that District may perform needed maintenance (at the expense of the City) if the City does not. In the event that the City does not adequately maintain such Facilities, all amounts transferred to the City will be repaid on demand of the District.

*Section 4. Cash Transfer.* The District will transfer cash. Such cash transfers will either be to reimburse (in whole or in part) the City for acquiring the Facilities for the control of stormwater within the area served by the District or to provide the funds to construct such Facilities. In either case, the City will add any such Facilities to Appendix D before such Facilities become operational.

In the case of reimbursement, the City will not accept such cash more than 18 months after the expenditure to be reimbursed. The City also understands that the District will be unable to make such a transfer if the expenditure was made prior to a date<sup>1</sup> set by the District.

If any cash is transferred for capital expenditures not made by the City on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the City will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the City on a particular date which involves a current outlay of the same amount of cash by the City, the City will either confirm to the District that it reasonably expects on the date of receipt of funds that it will disburse all amounts to the appropriate individual or entity within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

*Section 5. Payments to District, Security for District Debt.* Unless the City executes a separate supplemental tax agreement indicating otherwise, the City will not provide any security for any debt of District and the City will not make payments to District that could be used by District to pay or secure its debt. No fees will be paid by the City for use of the Facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between District and the City, if the City does not properly maintain the Facilities, the District may perform maintenance on the Facilities and charge the City for such maintenance costs.

*Section 6. Hedges.* Neither the City nor any member of the same Controlled Group as the City has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the District.

*Section 7. Internal Revenue Service Audits.* The Internal Revenue Service has not contacted the City regarding any obligations issued by or on behalf of the City in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

*Section 8. Records.* The City agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment and expenditure of all amounts transferred by the District to the City and provide such records to the District on reasonable request. The City further agrees to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will be maintained at least until \_\_\_\_\_, 20\_\_<sup>2</sup> or such later date provided by the District. If, as expected, cash is only transferred to the City as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records.

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<sup>1</sup> Date will be 60 days before adoption of reimbursement resolution or bond issuance.

<sup>2</sup> Use 3 years after final maturity date of financing bonds. If unknown, use best estimate. If a longer period is required, the longer period will be provided by Notice from District to the City.

*Section 9. Investment Restrictions.* Any money transferred by the District to the City that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the District to the City shall be invested at a Yield not in excess of a Yield to be provided by the District (which may be revised by notice to the City). Appendix A contains further details related to investment restrictions.

*Section 10. Use Test.* (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the City enters into any contract with a third party (other than a state or local government) to manage stormwater or process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the City will be used, directly or indirectly, to make or finance loans to any entity.

*Section 11. No Sale of the Project.* Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of (other than to another unit of state or local government) prior to the earlier of (i) the last date of the economic life of the property or (ii) a date to be provided by Notice to the City.

*Section 12. Use Contracts.* Except as provided herein, the City will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The City will not allow another entity to manage, control, or operate any of the Facilities. The City will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The City may enter into a management contract or other contract concerning the Facilities if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the District an opinion of Bond Counsel to that effect with a copy of the contract.



*Section 13. Cooperation.* The City will cooperate with the District at the expense of the City in defending any examination of bonds of the District that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the City will allow site visits by the District, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

*Section 14. Annual Reporting.* The City will provide a report to the District at least annually. The report shall state whether the City has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The City shall maintain adequate procedures and records to allow it to make and support these annual reports. The City shall also notify the District within 60 days of discovery of any covenant violations.

*Section 15. Remediation and VCAP.* The City will work with the District to remediate any violation of the City (at the expense of the City). If the District with the assistance of the City is unable to remediate the violation, the City, at the City's expense, will cooperate with the District on seeking a voluntary closing agreement with the Internal Revenue Service.

*Section 16. Future Events.* The City covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of properties or money transferred to it by the District) if taking, permitting or omitting to take such action would cause any debt of the District to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the gross income of the City thereof for federal income tax purposes. The City agrees that it will cooperate with the District in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the City has any questions regarding its responsibilities under these covenants, it will contact the District and request clarification or additional guidance.

By \_\_\_\_\_  
Authorized Signature for the City of  
Chicago

Dated: \_\_\_\_\_, 20\_\_

## APPENDIX A

*Appendix A, Section 1. Funds and Accounts.* Listed in Appendix C are all of the funds or accounts into which the City may deposit cash transferred from the District or earnings derived there from. Also included is a brief but accurate description of each.

The City acknowledges that any such fund or account or portion of such fund or account (whether or not noted in Appendix C) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

*Appendix A, Section 2. Project Moneys Received.* The City will hold all amounts received from the District not allocated to a capital expenditure paid by the City prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the District Project Fund.

The District Project Fund shall be invested in U.S. Treasury obligations (including SLGS) or other investments permitted in writing by the District in a Notification to the City. The District Project Fund will not be left uninvested except for amounts under \$10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the District Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the District Project Fund shall be retained in the District Project Fund.

The City shall provide the District with the balance of the District Project Fund on each date that the District provides funds to the City and on such other dates provided by the District in a Notification to the City. If any amounts or investments remain in the District Project Fund after a date provided by the District in a Notification to the City then the City will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the District to the City.

On the dates provided by the District in a Notification to the City, the City will provide rebate and yield reduction payment computations to the District based on yields provided by the District in Notifications. If any computations show amounts owed on such investments, the City shall promptly pay such amounts to the District.

*Appendix A, Section 3. Market Price Investment Restrictions.* The City will not invest any of the amounts received from the District in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the District and its counsel.

The City may until a date provided by the District in a Notification to the City invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

*Appendix A, Section 4. Federal Guarantees.* Except for investments meeting the requirements of Appendix A, or prior to a date provided by the District in a Notification to the City,<sup>2</sup> investments of moneys received from the District shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the District has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

*Appendix A, Section 5. Rebate.* Amounts received from the District except as noted herein are subject to the Rebate requirement. The City is responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix C. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the District. Such rebate computations shall be based upon a bond year ending on dates provided by the District, and installment computation dates provided by the District, and such other dates as may be provided by the District from time to time. Such computations shall ignore "rebate credits" and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The City shall pay to the District the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

*Appendix A, Section 6. Records.* The City shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes

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<sup>1</sup> Same date as in Section 3 above.

allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes so allocated. Amounts or investments will be segregated whenever necessary to maintain these records. Upon request of the District, such records will be provided to the District.

*Appendix A, Section 7. Sale of the Project.* The City shall not sell or otherwise dispose of any portion of the Facilities identified on Appendix D without prior written approval of the District or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix D nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part (other than to another unit of state or local government for public use), prior to the earlier of (i) the last date of the reasonably expected economic life to the City of the property or (ii) a date provided by the District in a Notice to the City.<sup>2</sup> The City may dispose of property in the ordinary course of an established government program to another unit of state or local government; or prior to the earlier of (i) the last date of the reasonably expected economic life to the City of the property or (ii) a date<sup>3</sup> provided by the District in a Notice to the City, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than a number of years<sup>4</sup> provided by the District by notification to the City; (B) the City reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the City deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the City reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The City acknowledges that if property identified on Appendix D is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The City shall promptly contact the District if a sale or other disposition of property identified on Appendix D is considered by the City.

*Appendix A, Section 8. Maintenance of Tax Exemption.* The City recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the District if the City determines that it may have violated any covenant or if it is unsure of any action required of it. The District may under such circumstances provide the City with additional instructions.

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<sup>2</sup> Final maturity date of bonds financing Cost Sharing.

<sup>3</sup> Final maturity date of bonds financing Cost Sharing.

<sup>4</sup> District to compute and provide WAM on bonds financing the Cost Share. If more than one, use shortest.

These tax covenants may be supplemented or amended by the City and the District, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the District intended to be tax exempt, and the City obtains and delivers to the District an opinion of Bond Counsel addressed to the District to that effect.

## APPENDIX B

### GLOSSARY

*"Bona Fide Debt Service Fund"* means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

*"Bond Counsel"* means any nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

*"Commingled Fund"* means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

*"Control"* means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

*"Controlled Group"* means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

*"External Commingled Fund"* means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

*"Facilities"* means the properties and/or facilities identified on Appendix D.

*"District"* means the Metropolitan Water Reclamation Agency of Greater Chicago.

*"Non-AMT Tax-Exempt Investments"* (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the "*Code*"), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the

Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

*“Project”* means the properties and/or facilities identified on Appendix D.

*“Related Person”* means a member of the same controlled group.

*“Yield”* means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.

## **APPENDIX C**

### **FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED FROM DISTRICT TO THE CITY**



## **APPENDIX D**

### **FACILITIES SUBJECT TO USE RESTRICTIONS**

1. Inlet structure, including but not limited to: overflow weir, trash racks, sluice gate, and protective fencing/railings.
2. Inlet dropshaft.
3. 18-foot diameter rock tunnel.
4. Outlet dropshaft.
5. Outlet structure, including but not limited to: trash racks, wing walls, concrete apron, and rip rap.
6. Dewatering pumps.
7. Electrical building (located near the outlet structure and housing power and controls for the dewatering pumps).

## FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on \_\_\_\_\_, \_\_\_\_ 201\_\_ by the City of Chicago (the "*City*") and the Metropolitan Water Reclamation District of Greater Chicago (the "*District*") the District hereby notifies the City of the following dates and values:

Tax Agreement Section 4.    Earliest Expenditure Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tax Agreement Section 8.    Record Maintenance Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(This is 3 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11.   Sale of Facilities Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 2.        Rebate Yield(s): \_\_\_\_%  
                                     Restriction Yield(s): \_\_\_\_%  
                                     Rebate Computation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Appendix A Section 3.        Investment Restriction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_/201\_\_

Appendix A Section 4.        Investment Restriction Date: \_\_\_\_/\_\_\_\_/\_\_\_\_/201\_\_

Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

Appendix A Section 5 Bond Yield: \_\_\_\_%.

Appendix A Section 7.

Earliest Sale date of any financed property \_\_\_\_/\_\_\_\_/20\_\_:

This is the final maturity date of bonds financing the Facilities in both places.

Appendix A Section 8.        Minimum Useful Life \_\_\_\_ years:

This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

### ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The City of Chicago (the "City") provides this receipt for \$ \_\_\_\_\_  
received by the City on \_\_\_\_/\_\_\_\_/\_\_\_\_.

This amount is allocable to the following post, current or future expenditures check one:

|       |        |                                   |                                           | Check One |         |        |                  |
|-------|--------|-----------------------------------|-------------------------------------------|-----------|---------|--------|------------------|
| No.   | Amount | Party<br>Paid or<br>to be<br>Paid | Date Paid<br>or<br>Expected<br>to be Paid | Past      | Current | Future | Future<br>Amount |
| 1.    | \$     |                                   |                                           |           |         |        |                  |
| 2.    |        |                                   |                                           |           |         |        |                  |
| 3.    |        |                                   |                                           |           |         |        |                  |
| 4.    |        |                                   |                                           |           |         |        |                  |
| 5.    |        |                                   |                                           |           |         |        |                  |
| Total | \$     |                                   |                                           |           |         |        | \$               |

The expenditures described above may exceed (but not be less than) the amount received by the City.

The City will hold the sum of future expenditures in the District Project Account to be invested and tracked as described in the Tax Agreement.

The City confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

City of Chicago

By \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT 2  
Form of  
Easement Agreement  
(See Attached)

**EASEMENT AGREEMENT**  
***(Annual Increase-Environmental)***

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, hereinafter called the "District" and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution of 1970, hereinafter called the "Grantee."

WHEREAS, the Grantee desires permanent and temporary easements to construct, reconstruct, operate, maintain, repair and remove a stormwater diversion tunnel and related appurtenances in, on, over and through the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the District is willing to grant to the Grantee the easement aforesaid upon the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

**ARTICLE ONE**

1.01 The District hereby grants unto the Grantee a permanent easement, right, privilege and authority for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair and remove a stormwater diversion tunnel and related appurtenances hereinafter called "Improvements and Facilities", in, on, over and through the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof, hereinafter called the "Permanent Easement Premises".

The District hereby grants unto the Grantee a temporary easement, right, privilege and authority commencing on the date hereof, and terminating on the fifth anniversary of such date or the completion of the Improvements and Facilities, whichever occurs first for the sole and exclusive purpose to construct and install the Improvements and Facilities in, on, over and through the real estate legally described and depicted in Exhibit B which is attached hereto and made a part hereof, hereinafter called the "Temporary Easement Premises". The Permanent Easement Premises and the Temporary Easement Premises are together hereinafter called the "Temporary Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the easement premises to the extent it does not interfere with the use and enjoyment of

the permanent easement and the temporary easement granted herein ("Easements").

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the District an easement fee in the amount of TEN AND 00/100 DOLLARS (\$10.00) which has been paid contemporaneously with Grantee's execution and delivery hereof.

1.05 In addition to the aforesaid, the Grantee shall also pay, when due, all real estate taxes and assessments that may be levied, charged or imposed upon or against the Easement Premises as a result of the Easements and submit to the District evidence of such payment within 30 days thereafter.

## **ARTICLE TWO**

2.01 The construction and installation of the Improvements and Facilities of the Grantee on the Easement Premises shall be in accordance with plans and specifications therefor prepared at Grantee's expense and supplied to the District by the Grantee as provided in an intergovernmental agreement between the Grantee and District dated March 4, 2014 (the "Design IGA"). No work on District land shall commence until said plans and specifications have been approved in writing by the Executive Director of the District.

2.02 The construction and installation of the Improvements and Facilities by the Grantee on the Easement Premises shall be done to the reasonable satisfaction of the Executive Director of the District that they are in compliance with the intergovernmental agreement between the Grantee and District dated \_\_\_\_\_, 2015 (the "Construction IGA").

2.03 Grantee shall construct, install, operate, maintain and remove the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

## **ARTICLE THREE**

3.01 The District expressly retains its interest in and rights to the use and occupation of the Easement Premises subject to the easement rights herein granted, and the District may grant further easements, assign, sell or lease the same to other parties subject to the Grantee's right of use the Easements and a reasonable means of access to said Improvements and Facilities for construction, reconstruction, operation, maintenance, repair or removal thereof.

3.02 The Grantee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all losses claims, patent claims, liens, suits, liabilities, judgments, costs and expenses for personal injuries, deaths, damage or destruction of property, or other losses based on claims of tortious conduct, which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers,

agents or employees, in consequence of the granting of this Easement, or which result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Grantee or Grantee's contracts, subcontractors or their agents, except to the extent caused by the negligent, willful and wanton or intentionally tortious conduct of the District. Upon receipt of notice of a claim as described below, the Grantee shall, at Grantee's sole expense, appear, defend and pay all charges of Attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Grantee shall, at the Grantee's sole expense, satisfy and discharge the same provided that Grantee shall first have been given prior notice of the suit in which judgment has been or shall be rendered, Grantee shall have been given an opportunity to defend the same and the District shall have given Grantee its full cooperation. Grantee expressly understands and agrees that any performance bond or insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided.

**3.03 (a)** The Grantee, prior to entering upon said premises and using the same for the construction or installation of the Improvements and Facilities, shall procure, maintain and keep in force, at Grantee's expense, the public liability and property damage insurance described in Exhibit C which is attached and incorporated, and for which the District, its Commissioners, officers, agents and employees, shall be named as additional insured

Prior to the City or its contractors entering upon said Permanent or Temporary Easement Premises for installation or construction of the Improvements and Facilities, and thereafter on the anniversary date of such policies, the Grantee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Grantee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Grantee as set forth in the provisions of paragraph 3.02 above, or

**(b)** The Grantee prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall prepare and transmit to the District an acknowledged statement that the Grantee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity obligations of this Easement (Article Four, Paragraph 4.02) above; and that such statement is issued in lieu of policies of insurance or certificates of

insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

**COMPREHENSIVE GENERAL LIABILITY**  
**Combined Single Limit Bodily Injury Liability**  
**Property Damage Liability (Including Liability for Environmental Contamination of**  
**Adjacent Properties)**  
**in the amount of not less than \$4,000,000.00**  
**per Occurrence**

**and**

**ALL RISK PROPERTY INSURANCE**  
**(Including Coverage for Environmental Contamination**  
**of Easement Premises)**  
**in the amount of not less than \$4,000,000.00**  
**per Occurrence.**

This statement shall be signed by such officer or agent of the Grantee having sufficient knowledge of the fiscal structure and financial status of the Grantee, to make such a statement on behalf of the Grantee and undertake to assume the financial risk on behalf of the Grantee and will be subject to the approval of the District.

#### **ARTICLE FOUR**

**4.01** In the event of any default on the part of the Grantee to faithfully keep and perform all singular the covenants, agreements and undertakings herein agreed by it to be kept and performed, or if said Improvements and Facilities are abandoned, the District shall give the Grantee notice in writing of such default or abandonment; and if such default or abandonment shall not have been rectified within thirty (30) days after receipt of such notice by the Grantee, or such longer period as is reasonable for more significant defaults not capable of cure within 30 days, the District may enter the Easement Premises and perform the work required to cause compliance and the Grantee shall pay such amounts actually incurred to bring the Improvements and Facilities into compliance.

**4.02** Grantee expressly understands and agrees that any insurance protection required by this Easement, or otherwise provided by Grantee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

#### **ARTICLE FIVE**

**5.01** The Grantee also agrees that if the District incurs any additional expense for maintenance of its existing facilities or the design of future facilities of the District which expenses the District would not have had to incur if the



Improvements and Facilities had not been authorized to occupy the Permanent Easement Premises, then, in that event, the Grantee agrees to pay to the District the actual additional expense of such additional maintenance or design work, promptly upon rendition of bills therefor to the Grantee.

5.02 The Grantee covenants and agrees that, upon completion of construction of the Improvements and Facilities, it will restore the existing facilities of the MWRD and upon completion of any maintenance of the Improvements and Facilities restore the then existing facilities of MWRD, but in either case only to the extent such MWRD facilities are not in violation of the Easements.

## **ARTICLE SIX**

6.01 Detailed plans of subsequent construction or material alteration of the Grantee's Improvements and Facilities shall first be submitted to the Executive Director of the District for approval in accordance with the Design IGA. Construction work shall not begin until such approval is given to Grantee in writing.

6.03 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Grantee in care of:

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

With a copy to:

Corporation Counsel  
City of Chicago  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602

or to such other persons or addresses as either party may from time to time designate.

## **ARTICLE SEVEN**

7.01 The Grantee, prior to entering upon said Easement Premises and using the same for the purposes for which this Easement is granted, shall, at Grantee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District,

the United States of America, or the State of Illinois, and furnish to the District suitable evidence thereof.

7.02 The Grantee covenants and agrees that it shall strictly comply with any and all applicable statutes, laws, ordinances and regulations of the District, the United States of America, and the State of Illinois, , which in any manner applies to this Easement, any work done hereunder or control or limit in any way the actions of Grantee, its agents, servants and employees, or of any contractor or subcontractor of Grantee, or their employees.

7.03 The Grantee agrees to protect all existing District facilities within the Easement Premises, including, but not limited to, intercepting sewers, sludge lines, utility lines, dropshafts, connecting structures, siphons and manholes.

7.04 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

## **ARTICLE EIGHT**

8.01 The Grantee shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Grantees' interest in this Easement or in the Premises to another governmental agency, individual, partnership, joint venture, corporation, land trust or other entity in accordance with applicable law, without prior written consent of the District.

8.02 Grantee shall notify the District in writing not less than sixty (60) days prior to any proposed assignment or transfer of interest in this Easement. Grantee shall identify the name and address of the proposed assignee/transferee and deliver to the District original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Easement Agreement and any other information or documentation requested by the District.

8.03 Any attempted assignment or transfer of any type not in compliance with these sections shall be void and without force and effect.

## **ARTICLE NINE**

### **GENERAL ENVIRONMENTAL PROVISIONS**

#### **9.01 DEFINITIONS**

- A. "Environmental Laws" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards,

bureaus, or instrumentalities of the United States, state and political subdivisions thereof with jurisdiction and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

- (1) all applicable requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq., the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

**B. "Hazardous Materials" shall mean:**

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;**
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;**
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;**
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to easement or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;**
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Grantee or District;**
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;**

- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or**
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.**

**C. "Phase I Environmental Assessment" shall mean:**

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent premises owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Easement Premises, a review of the utilization and maintenance of hazardous materials on the Easement Premises review of the Easement Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Easement Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.**

**D. "Phase II Environmental Assessment" shall mean:**

- (1) an assessment of the Easement Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental**

assessments of real estate, bedrock and groundwater of the type found on the Easement Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

#### **9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE EASEMENT**

Grantee, for itself, its successors and assigns covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Easement Premises, by Grantee or its successors or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Except for the Improvements and Facilities, construction or installation of new or reconstruction of any underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

#### **9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)**

Grantee shall use the Easement Premises only for purposes expressly authorized by Article 1.01 of this Easement Agreement. Grantee will not do or permit any act that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Easement Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Easement Premises or use Easement Premises in any manner (i) which could cause the Easement Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Easement Premises within the ambit of the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Easement Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States

Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

#### **9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)**

In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Easement Premises or the improvements thereon, Grantee will take all appropriate response action, including any removal and remedial action after the execution date of this Easement Agreement.

#### **9.05 INDEMNIFICATION (ENVIRONMENTAL)**

In consideration of the execution and delivery of this Easement Agreement, the Grantee indemnifies, defends, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with Grantee's failure to comply with any of these environmental provisions irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought, including reasonable Attorney's fees, costs and disbursements or incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Grantee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, or compliance in connection with the Improvements and Facilities, or (iii) the release or threatened release by Grantee, of any Hazardous Materials or the discovery of the presence of Hazardous Materials on or under the Easement Premises or any property to which the Grantee, has sent Hazardous Materials (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law) regardless of whether caused by or within the control of the Grantee, provided that, to the extent District is strictly liable under any Environmental Laws, Grantee's obligation to District under this indemnity shall be without regard to fault on the part of the Grantee with respect to the violation of law which results in liability to District.

#### **9.06 ENVIRONMENTAL COVENANTS**

Grantee agrees to and covenants as follows:

- A. Grantee covenants and agrees that throughout the term of the Easement Agreement all Hazardous Materials which may be used upon the Easement Premises shall be used or stored thereon only in a safe, approved manner in accordance with all generally accepted industrial standards and all Environmental Laws.

- B. Grantee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.**
- C. Grantee will take all reasonable steps to prevent a violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Easement Agreement.**
- D. Grantee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.**
- E. Grantee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.**
- F. The aforesaid representations and warranties shall survive the expiration or termination of the Easement Agreement.**

#### **9.07 COVENANTS (ENVIRONMENTAL)**

**Grantee shall cause its contractors, subcontractors, employees and agents to:**

- A. Use and operate all of the Easement Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;**
- B. undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;**



- C. Notify District by telephone within two hours of the discovery of a release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide the District within 72 hours of the discovery with copies of all written notices by Grantee, its parent, and its subsidiaries that are reported to government regulators or received from the government regulators.**
- D. Provide such information that the District may reasonably request from time to time to determine compliance by the Grantee with this Article.**
- E. Grantee covenants and agrees to cooperate with the District in any inspection, assessment, monitoring, or remediation instituted by the District during the Easement Agreement.**

#### **9.08 COMPLIANCE (ENVIRONMENTAL)**

- A. In the event of a spill, leak or release of hazardous waste carried by Grantee, its employees, or its agents Grantee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Easement Premises and a reasonable area of the adjacent property owned by the District and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its reasonable discretion, may require Grantee, at Grantee's expense, to obtain a Phase II Environmental Assessment with respect to the Easement Premises. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Easement Premises or adjacent premises caused by said release, Grantee shall take immediate action to remediate the contamination from the release and to restore the Easement Premises described in Exhibit A and adjacent premises owned by the District to as clean and sanitary condition as existed prior to the release and to the extent required by any and all Environmental Laws.**
- B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed by Grantee prior to the end of the Easement Agreement unless directed to the contrary in writing by the District.**

- C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws in connection with the Improvements and Facilities that Grantee is unwilling to remediate, District shall have the right and option to terminate this Agreement and to declare it null and void and seek appropriate injunctive relief in a court with jurisdiction.**
- D. In the event Grantee should receive a Notice of Environmental Problem, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Grantee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Easement Premises, or any improvements thereon; (iii) the Grantee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; (iv) any part of the Easement Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of Hazardous Material, Grantee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Grantee's and any tenant's receipt or submission thereof.**

#### **9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)**

- A. In the event Grantee gives receives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Grantee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Site or Property which could necessitate an environmental response action, and which demonstrates that the Site and Property complies with, and does not deviate from all applicable**

**environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and that the Grantee is in compliance with, and has not deviated from, the representations and warranties previously set forth.**

- B. District hereby expressly reserves to itself, its agents, Attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Easement Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Easement Premises or improvements thereon as the District, in its sole discretion, determines is necessary to protect its interests to the extent it does not unreasonably interfere with the Easements by Grantee.**

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

**METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO**

**By: \_\_\_\_\_  
Mariyana T. Spyropoulos  
Chairman of Committee on Finance**

**ATTEST:**

\_\_\_\_\_  
**Jacqueline Torres, Clerk**

**CITY OF CHICAGO**

**By: \_\_\_\_\_  
Rebekah Scheinfeld  
Commissioner of the Transportation**

**Approved as to form and legality:**

**By: \_\_\_\_\_  
Special Assistant Corporation Counsel**

STATE OF ILLINOIS                    )  
                                                  )SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Metropolitan Water Reclamation District of Greater Chicago, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that in said capacities they signed and delivered the said instrument, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF ILLINOIS                    )  
                                                  )SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rebekah Scheinfeld, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in said capacity she signed the said instrument, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth..

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### Exhibit List

- A. Permanent Easement Premises
- B. Temporary Easement Premises
- C. Construction insurance

**Exhibit A.**  
**Permanent Easement Premises**

Metropolitan Water Reclamation District of Greater Chicago  
PIN: 13-12-305-005  
Permanent Easement

**Legal Description:**

That part of Block 2 in Jackson's Subdivision of the Southeast Quarter of Section 11, and the Southwest Quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows using bearings referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the northwest corner of said Block 2 in Jackson's Subdivision; thence South 01 degrees 30 minutes 46 seconds East on the west line of said Block 2, a distance of 33.00 feet to the south line of West Foster Avenue and the Point of Beginning; thence North 88 degrees 58 minutes 33 seconds East on said south line of West Foster avenue, 15.06 feet; thence South 00 degrees 00 minutes 00 seconds West, 233.84 feet; thence South 79 degrees 40 minutes 43 seconds West, 8.99 feet to the west line of said Block 2; thence North 01 degrees 30 minutes 46 seconds West on said West line, 235.27 feet to the Point of Beginning, situated in the County of Cook and State of Illinois.

Said Permanent Easement containing 0.064 acre, or 2,805 square feet, more or less.

North Park University Chicago  
PIN: 13-12-305-014; 13-12-305-015;  
13-12-305-016; 13-12-199-001  
Permanent Easement

Legal Description:

That part of Lot 3 in Jackson's Subdivision of the Southeast Quarter of Section 11, and the Southwest Quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows using bearings referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the northeast corner of said Lot 3 in Jackson's Subdivision; thence South 01 degrees 30 minutes 46 seconds East on the east line of said Lot 3, a distance of 33.00 feet to the south line of West Foster Avenue and the Point of Beginning; thence continuing South 01 degrees 30 minutes 46 seconds East on said east line, 235.27 feet; thence South 79 degrees 40 minutes 56 seconds West, 198.71 feet; thence North 12 degrees 21 minutes 10 seconds West, 168.71 feet; thence North 76 degrees 41 minutes 55 seconds East, 24.40 feet; thence North 73 degrees 58 minutes 18 seconds West, 32.98 feet; thence westerly, 188.60 feet on a non-tangential curve to the left, having a radius of 107,579.91 feet, the chord of said curve bears North 74 degrees 51 minutes 51 seconds West, a distance of 188.60 feet; thence westerly, 69.63 feet on a non-tangential curve to the left, having a radius of 1,835.68 feet, the chord of said curve bears North 76 degrees 47 minutes 09 seconds West, a distance of 69.63 feet; thence westerly, 90.19 feet on a non-tangential curve to the left, having a radius of 1,486.00 feet, the chord of said curve bears North 79 degrees 52 minutes 01 seconds West, a distance of 90.18 feet to the said south line of West Foster Avenue; thence North 88 degrees 58 minutes 33 seconds East on said south line, 136.44 feet; thence South 75 degrees 01 minutes 08 seconds East, 203.54 feet; thence South 74 degrees 37 minutes 22 seconds East, 84.65 feet; thence northwesterly, 86.44 feet on a non-tangential curve to the right, having a radius of 195.99 feet, the chord of said curve bears North 22 degrees 04 minutes 21 seconds West, a distance of 85.74 feet to the said south line of West Foster Avenue; thence North 88 degrees 58 minutes 33 seconds East on said south line, 189.54 feet to the Point of Beginning, situated in the County of Cook and State of Illinois.

Said Permanent Easement containing 1.370 acres, or 59,663 square feet, more or less.



**Exhibit B.**  
**Temporary Easement Premises**

Metropolitan Water Reclamation District of Greater Chicago  
PIN: 13-12-305-005  
Temporary Construction Easement

Legal Description:

That part of Block 2 in Jackson's Subdivision of the Southeast Quarter of Section 11, and the Southwest Quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows using bearings referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Beginning at the intersection of the south line of West Foster Avenue and a line drawn from a point on the south line of said Block 2 that is 210.90 feet east of the southwest corner of said Block 2 to a point in the centerline of West Foster Avenue that is 1407.80 feet east of the centerline of North Kedzie Avenue; thence South 13 degrees 05 minutes 47 seconds East on said drawn line, 529.92 feet; thence North 88 degrees 56 minutes 07 seconds West, 44.74 feet; thence North 36 degrees 33 minutes 47 seconds West, 183.54 feet; thence North 16 degrees 07 minutes 55 seconds West, 139.92 feet; thence North 00 degrees 00 minutes 00 seconds East, 233.84 feet to said south line of West Foster Avenue; thence North 88 degrees 58 minutes 33 seconds East on said south line, 72.88 feet to the Point of Beginning, situated in the County of Cook and State of Illinois.

Said Temporary Construction Easement containing 1.200 acres, or 52,290 square feet, more or less.

Chicago Park District, a municipal corporation  
PIN: 13-12-101-002  
Temporary Construction Easement

**Legal Description:**

That part of the Northwest Quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows using bearings referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at a point on the south line of said Northwest Quarter that is 1,407.80 feet east of the southwest corner of said Northwest Quarter; thence on a line drawn from said point to a point on the north line of said Northwest Quarter that is 860 feet east of the northwest corner of said Northwest Quarter, bearing North 13 degrees 05 minutes 47 seconds West, a distance of 33.75 feet to the north line of West Foster Avenue and the Point of Beginning; thence South 88 degrees 58 minutes 33 seconds West on said north line of West Foster Avenue, 276.80 feet; thence northerly, 55.43 feet on a non-tangential curve to the right, having a radius of 194.74 feet, the chord of said curve bears North 09 degrees 57 minutes 54 seconds West, a distance of 55.24 feet; thence continuing northerly, 28.20 feet on a non-tangential curve to the right, having a radius of 224.10 feet, the chord of said curve bears North 01 degrees 14 minutes 31 seconds East, a distance of 28.19 feet; thence westerly, 0.50 feet on a non-tangential curve to the right, having a radius of 1.68 feet, the chord of said curve bears North 63 degrees 41 minutes 35 seconds West, a distance of 0.50 feet; thence North 09 degrees 51 minutes 11 seconds East, 34.88 feet; thence North 00 degrees 56 minutes 55 seconds West, 71.75 feet; thence North 00 degrees 00 minutes 00 seconds East, 114.84 feet; thence North 90 degrees 00 minutes 00 seconds East, 123.79 feet; thence South 00 degrees 00 minutes 00 seconds East, 215.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence South 88 degrees 28 minutes 00 seconds East, 38.33 feet to the aforesaid line drawn from the south line to the north line of the Northwest Quarter; thence South 13 degrees 05 minutes 47 seconds East on said line as drawn, 84.99 feet to the Point of Beginning, situated in the County of Cook and State of Illinois.

Said Temporary Construction Easement containing 1.155 acres, or 50,308 square feet, more or less.

**Exhibit C.**  
**Construction insurance**

## **CONTRACT INSURANCE REQUIREMENTS**

Chicago Department of Transportation  
Albany Park Stormwater Diversion Tunnel  
CDOT Project No.: E-2-522

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

### **SECTION I**

#### **A. INSURANCE TO BE PROVIDED**

##### **1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act, when applicable.

##### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$20,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a 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 City of Chicago, the Metropolitan Water Reclamation of Greater Chicago and the Chicago Park District are to be named as additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO Form CG 2010 for ongoing operations and/or CG 2037 for after project completion or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City, the Metropolitan Water Reclamation District of Greater Chicago and the Chicago Park District are named as an additional insured on insurance required from subcontractors.

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

##### **3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$10,000,000 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.

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

4) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverage must include but are not limited to the following material stored off-site and in-transit, flood, water including overflow, leakage, sewer backup or seepage, collapse, landscaping, debris removal, testing, mechanical-electrical breakdown, utility services, loss resulting from faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

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

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. 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.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in

an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Marine Protection & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

All Insurance Certificates of Coverage must be signed, dated and reference the City Contract number.

The Contractor 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.

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

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

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

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

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

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. Contractor must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## **SECTION II.**

### **A. Owner Controlled Insurance Program**

The City has the option, at its sole discretion, of implementing an Owner Controlled Insurance Program [OCIP] in connection with the Project. The OCIP will include any or all of the types of insurance indicated in below insuring the City, Contractor, Subcontractors, and Sub-subcontractors of every tier while performing work at the project site until completion of the project. If City implements an OCIP, the terms, conditions, coverages, and responsibilities of Contractor, Subcontractors, and Sub-subcontractors in connection with the OCIP shall be set forth in the Owner Controlled Insurance Program Addendum to the Contract, which will be incorporated by this reference. In the event of inconsistencies between this Section II and the Addendum, the Owner Controlled Insurance Program Addendum shall control OCIP Coverage and Terms:

- 1) Named Insureds: City, Construction Manager, Subcontractors, and Sub-subcontractors of every tier enrolled in the OCIP.
- 2) Additional Insureds: as required by written contract.
- 3) Term. Any insurance policies provided under section 11.2 shall be in force until the end of the term of this contract, completion of the project, or termination of the OCIP as determined by the City.



- 4) Completed Operations: The completed operations insurance shall extend for a period of up to ten years (10) past the completion or termination of the project, or cancellation of the OCIP.
- 5) Waiver of Subrogation: Each OCIP Insurer shall waive any right of recovery or subrogation it may have against the Named Insureds and additional Insureds for covered losses arising out of the services performed in the completion of the work.
- 6) Cancellation: All required insurance policies required under this Section II shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days prior written notice to all Named Insureds.
- 7) Loss Sharing: The Contractor and all Subcontractors of every tier involved in a loss which arises from their negligence as determined by City, shall share equally in the first \$10,000 of such loss.
- 8) Primary and non-contributory: Any insurance provided under this Section II shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the named insureds and additional insureds.
- 9) Loss Sharing: The limits of liability provided under the Commercial General Liability insurance apply collectively for all named insureds and additional insureds.
- 10) Insurance Credits: The Contractor and Subcontractors of every tier are to bid with their normal insurance costs for all coverages provided under this Section II. Should the City implement an OCIP, the Contractor and all Subcontractors of every tier will deduct a credit, as specified by the City or its OCIP Administrator, from each enrolled OCIP participant. The credit process will be outlined in the City's Project Insurance Manual.
- 11) Contract Obligations: Any OCIP insurance provided by the City is not intended to, and shall not qualify, limit, or waive any liabilities or obligations of Contractor and Subcontractors, assumed under this contract, or contract between Contractor and Subcontractors.
- 12) Contractor and Subcontractors Insurance: The Contractor and all Subcontractors will continue to be responsible to provide any insurance required under Section I that is not provided by the City under this Section II.
- 13) OCIP Insurance: Prior to the commencement of performance of the Construction Phase the City may, at its sole discretion, furnish any of the project insurance as follows:
  - a. Commercial General Liability: Commercial General Liability (and if required, Excess Liability or Umbrella Liability insurance) written on an occurrence for with limits of not less than \$50,000,000 per occurrence and \$50,000,000 general aggregate for bodily injury and property damage combined, and \$50,000,000 products and completed operations aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusions for property damage resulting from explosion, collapse or underground hazard, or the consequences of inadvertent construction defects.

- b. Workers' Compensation Insurance: State of Illinois statutory workers' compensation insurance for Contractor's, Subcontractors', and Sub-subcontractors' employees who will be engaged in the performance of the work including special coverage extensions where applicable and Employer's Liability with limits of not less than \$1,000,000 for each accident; \$1,000,000 as the aggregate disease policy limit; and, \$1,000,000 as the disease limit for each employee
- c. Additional coverage may be procured and will be outlined in the City's Project Insurance Manual.

**EXHIBIT 3**  
**Operations and Maintenance Plan**  
**(Attach at Closing)**



# City of Chicago



O2015-2674

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                     |
|---------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                           |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                     |
| <b>Type:</b>                    | Ordinance                                                                                           |
| <b>Title:</b>                   | Intergovernmental agreement with Chicago Housing Authority for property at 3520 S Cottage Grove Ave |
| <b>Committee(s) Assignment:</b> | Committee on Housing and Real Estate                                                                |



HSG-

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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 Housing Authority regarding property located at 3520 S. Cottage Grove.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

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1961

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## AMENDMENT TO ORDINANCE

**WHEREAS**, pursuant to an ordinance adopted by the City Council (the "**City Council**") of the City of Chicago (the "**City**") on October 8, 2014, and published at pages 92274 through 92324 in the Journal of the Proceedings of the City Council of such date (the "**Project Ordinance**"), the City, as landlord, entered into a Ground Lease dated as of February 11, 2014, with Quad Communities Arts Recreation and Health Center LLC, an Illinois limited liability company, as tenant ("**Tenant**"); and

**WHEREAS**, pursuant to the Ground Lease, the City leased the real property legally described on Exhibit A attached hereto (the "**Project Site**") to Tenant for the construction and operation of a new multi-use community recreation center (the "**Project**"); and

**WHEREAS**, the Project will contain approximately 30,000 square feet, and will include a gymnasium with a basketball court, fitness center, indoor pool, lobby/gallery/meeting hall, locker rooms/restrooms, administrative space, and flexible multi-use art, educational and community spaces; and

**WHEREAS**, Tenant is an entity created by the Chicago Park District and The Community Builders, Inc., a Massachusetts non-profit corporation ("**TCB**") for the purpose of securing New Markets Tax Credit ("**NMTC**") financing for the Project; and

**WHEREAS**, the Park District and TCB hold 90% and 10% membership interests, respectively, in Tenant; and

**WHEREAS**, upon completion of the Project, Tenant will sublease the Project and the Project Site to the Park District for operation in accordance with the terms of a sublease agreement; and

**WHEREAS**, the Project Site consists of approximately 4.02 acres, and is located near the Oakwood Shores mixed-income residential community, a Chicago Housing Authority ("**CHA**") redevelopment of the former Madden Park/Ida B. Wells/Darrow public housing site; and

**WHEREAS**, one of the financing sources for the Project is a loan in the amount of \$8 million from the CHA (the "**CHA Funds**"); and

**WHEREAS**, the United States Department of Housing and Urban Development ("**HUD**") approved the use of CHA Funds for the Project, subject, among other terms and conditions, to the CHA entering into an Intergovernmental Agreement with the City in substantially the form attached hereto as Exhibit B (the "**IGA**"); and

**WHEREAS**, the IGA obligates the City, as landlord under the Ground Lease, to record a use restriction against the Project Site at CHA's direction upon the satisfaction of certain NMTC financing conditions; and

**WHEREAS**, the purpose of the IGA is to ensure that the Project will be operated in accordance with certain terms and conditions approved by HUD intended to benefit CHA residents; and

**WHEREAS**, the Project Ordinance contemplated that the CHA Funds would be subject to certain HUD restrictions, but did not expressly authorize the City to enter into an IGA with the CHA for the purpose of enforcing such use restrictions; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

**WHEREAS**, the 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; ***now, therefore,***

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** The Project Ordinance is hereby amended to permit the City to enter into the IGA with the CHA. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the IGA and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the IGA, with such changes, deletions, insertions, terms and provisions as the Commissioner deems appropriate.

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

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

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

Attachments: Exhibit A – Legal Description of Project Site  
Exhibit B – IGA



## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT SITE

#### PARCEL 1A:

LOTS 1 TO 9 AND THE 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 9 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO,

LOTS 1 THROUGH 8 (AND THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 5 AND THE SOUTH HALF OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 6 THROUGH 8) IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO, ALL IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1B:

LOTS 1 AND 2 AND THAT PART OF LOT 3 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH VACATED VINCENNES AVENUE, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO IN SECTION, TOWNSHIP AND RANGE AFORESAID, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE; THENCE NORTH 12 DEGREES 32 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE 411.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SECTION, TOWNSHIP AND RANGE AFORESAID BEING ALSO A POINT ON THE SOUTH LINE OF THE ORIGINAL 66 FOOT WIDE EAST 35<sup>TH</sup> STREET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 19.76 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE 66 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, ALONG THE LAST MENTIONED SOUTHWESTERLY LINE AND ITS NORTHWESTERLY EXTENSION 501.04 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 300.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF VACATED EAST 36<sup>TH</sup> STREET; THENCE SOUTH 69 DEGREES 38 MINUTES 18 SECONDS WEST ALONG THE LAST MENTIONED PARALLEL LINE 150.00 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 150.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE AFORESAID; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE LAST MENTIONED PARALLEL LINE 21.38 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 77 DEGREES 14 MINUTES 07 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF

108.02 FEET TO THE SOUTHEASTERLY LINE OF THE 66 FOOT WIDE VINCENNES AVENUE;  
THENCE NORTH 12 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE  
SOUTHEASTERLY LINE OF VINCENNES AVENUE 120.47 FEET TO THE SOUTH LINE OF THE  
AFORESAID VACATED VINCENNES AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 53  
SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES  
AVENUE 67.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT FROM SAID PARCELS 1A AND 1B THAT PART OPENED FOR PUBLIC STREET  
PURPOSES (A TRIANGULAR SHAPED PART OF THE PROPERTY AT THE SOUTHWESTERLY  
CORNER OF EAST 35<sup>TH</sup> STREET AND SOUTH COTTAGE GROVE AVENUE) PURSUANT TO  
ORDINANCE RECORDED JULY 16, 1971 AS DOCUMENT NUMBER 21549749.

**EXHIBIT B**

**IGA**

**(ATTACHED)**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CHICAGO AND  
THE CHICAGO HOUSING AUTHORITY**

This Intergovernmental Agreement (the "IGA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development, and the Chicago Housing Authority (the "CHA"), a municipal corporation of the State of Illinois.

**RECITALS**

A. The City is a home rule unit of local government under 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

B. The CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families (the "CHA Housing Developments") in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

C. The City and CHA have authority to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

D. The City and the CHA intend to participate in the construction and completion of an approximately 30,000 square foot multi-use community recreation center for the benefit of the general public (the "Facility") to be located at 3520 South Cottage Grove Avenue, Chicago, Illinois 60637 and legally described on Exhibit A hereto (the "Property"); and

E. The Facility will be known as the Quad Communities Arts and Recreation Center (the "Project") and will be developed by Quad Communities Arts Recreation and Health Center LLC, an Illinois limited liability company ("Quad LLC"). The Facility will provide a Class A arts and recreation center to serve the south side communities of Kenwood, Oakland, Douglas and Grand Boulevard, including the former Madden/Wells/Darrow CHA development currently known as Oakwood Shores. The Facility will include a gymnasium with one basketball court, flexible or multi-use areas, educational and community spaces, a fitness center, an indoor pool, locker rooms, restrooms, and meeting hall or gallery. The Facility will also provide high quality arts and recreational programs for youth, adults, seniors, and families, quality after-school and summer programs for youth, serve as a community anchor that will improve quality of life and assist in facilitating other development through stabilization of the neighborhood; and

F. The Property is owned by the City and will be ground leased to Quad LLC. Pursuant to the terms of the Ground Lease, Quad LLC will sublease the Facility to the Chicago Park District, a body politic and corporate (the "Park District") to operate the Facility; and

G. The Project is being financed in part through a series of loans made to Quad LLC ("Project Loans") by TCB Sub-CDE VII, LLC ("TCB CDE"), IFF Capital VIII LLC ("IFF CDE"), and CNMC Sub-CDE 64, LLC ("CNMC CDE"; collectively with TCB CDE and IFF CDE, the "CDEs", and each, a "CDE"). Indirect sources of the funds used by the CDEs to make the Project Loans,

include New Markets Tax Credit ("NMTC") equity, TIF bridge loan proceeds, and CHA funds that are being loaned (the "CHA Loan") pursuant to that certain Chicago Housing Authority Loan Agreement and Guaranty between CHA and The Community Builders, as TCB Illinois NFP, a Massachusetts not for profit corporation ("CHA Loan Agreement"); and

H. As a condition to providing CHA funds, CHA and HUD have required that the Property be operated in accordance with terms and conditions established by HUD ("HUD Requirements"). Those terms and conditions are set forth below and are to be enforced by the City at all times.

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the City and the CHA agree as follows:

1. During the ninety-nine (99) year term of the Ground Lease, the Facility shall be used for the recreational benefit of the general public.

2. Pursuant to a separate agreement between CHA and the Chicago Park District ("CPD"), CPD has agreed to provide certain benefits to CHA residents while CPD is the operator of the Project, including but not limited to: a) a forty-four percent (44%) first priority for CHA families to utilize CPD programming at the facility at no cost to CHA families; and b) an agreement to provide the benefits to CHA families for not less than thirty (30) years from the date of the commencement of CPD program operations at the Facility. The agreement between CHA and CPD is attached hereto and made a part hereof as Exhibit B (the "HUD Requirements").

3. After the discharge in full of the Project Loans owing to the CDEs and after such time as the CDEs and their successors and assigns have no further interest in the Project, the City will record the Use Restriction for the benefit of CHA, set forth in substantial form in Exhibit C attached hereto, for a term ending on the date which is thirty (30) years from the date hereof.

4. The City will enforce the terms of this IGA by including in the Ground Lease its authority to record the Use Restriction memorializing the HUD Requirements at the time set forth in the preceding paragraph. The Ground Lease shall also state that if at any time during the NMTC compliance period the Project is no longer operated by CPD and is instead operated by a third party, including, but not limited to, any entity controlled by a for-profit entity (the "Private User"), the Private User will dedicate one of the club rooms in the Project planned to be approximately 823 square feet for use by CHA and its residents; provided that such restriction shall be removed upon repayment or forgiveness of the CHA Loan. The City shall promptly move to enforce the Ground Lease if there is a default.

5. Notices. All notices and communications concerning this Agreement shall be sent as follows:

If to the CHA:

Chicago Housing Authority  
60 E. Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attn: Chief Executive Officer

With a copy to:

Chicago Housing Authority

Office of the General Counsel  
60 E. Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attn: General Counsel

If to the City:

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

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600, City Hall  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

6. Amendment No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the City and the CHA or their respective successors and assigns.

7. Assignment Except as set forth in this Agreement, neither the City nor CHA shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other parties. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

8. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the CHA and the Board and their respective successors and assigns.

9. No Joint Venture. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City, the CHA and /or HUD.

10. Headings. The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

11. Non-liability of Public Officials. No official, employee, agent or elected or appointed representative of the City or of the CHA shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or

provision of this Agreement or because of City's or the CHA's execution or attempted execution or because of any breach hereof.

12. Counterparts. This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

13. Authority. The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

14. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

16. Entire Agreement. This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

17. Authority. The mutual conveyances and acceptance of the conveyances are authorized under the Local Government Property Transfer Act and/or the Housing Cooperation Act.

18. Exempt Status. The parties acknowledge that to the extent any of the properties conveyed hereunder were exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, and that the transferred land may not continue as exempt unless a new exempt application is submitted by the respective transferee and approved by the tax authorities.

**[SIGNATURE PAGE TO FOLLOW]**

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

**LOTS 1 TO 9 AND THE 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 9 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO,**

**LOTS 1 THROUGH 8 (AND THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 5 AND THE SOUTH HALF OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 6 THROUGH 8) IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO, ALL IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

**LOTS 1 AND 2 AND THAT PART OF LOT 3 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH VACATED VINCENNES AVENUE, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO IN SECTION, TOWNSHIP AND RANGE AFORESAID, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE; THENCE NORTH 12 DEGREES 32 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE 411.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SECTION, TOWNSHIP AND RANGE AFORESAID BEING ALSO A POINT ON THE SOUTH LINE OF THE ORIGINAL 66 FOOT WIDE EAST 35<sup>TH</sup> STREET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 19.76 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE 66 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST, ALONG THE LAST MENTIONED SOUTHWESTERLY LINE AND ITS NORTHWESTERLY EXTENSION 501.04 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 300.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF VACATED EAST 36<sup>TH</sup> STREET; THENCE SOUTH 69 DEGREES 38 MINUTES 18 SECONDS WEST ALONG THE LAST MENTIONED PARALLEL LINE 150.00 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 150.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE AFORESAID; THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE LAST MENTIONED PARALLEL LINE 21.38 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 77 DEGREES 14 MINUTES 07 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF**



108.02 FEET TO THE SOUTHEASTERLY LINE OF THE 66 FOOT WIDE VINCENNES AVENUE; THENCE NORTH 12 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF VINCENNES AVENUE 120.47 FEET TO THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE 67.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT FROM SAID PARCELS 1 AND 2 THAT PART OPENED FOR PUBLIC STREET PURPOSES (A TRIANGULAR SHAPED PART OF THE PROPERTY AT THE SOUTHWESTERLY CORNER OF EAST 35<sup>TH</sup> STREET AND SOUTH COTTAGE GROVE AVENUE) PURSUANT TO ORDINANCE RECORDED JULY 16, 1971 AS DOCUMENT NUMBER 21549749.

**EXHIBIT B**

**AGREEMENT BY AND BETWEEN CHA AND CPD IS ATTACHED  
HERETO AS EXHIBIT B-1**



**CHICAGO HOUSING  
AUTHORITY**

**Z. Scott**  
Chairman

**Matthew Brown**  
**Mark Coss**  
**Dr. Mildred Harris**  
**Harriet Johnson**  
**John Q. Marshall**  
**Al. Bridget Raby**  
**Rodrigo A. Sierra**  
President, Washington  
Board of Commissioners

**Michael B. McDonald**  
Chief Executive Officer

**February 11, 2015**

**Michael P. Kelly**  
General Superintendent and CEO  
Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611

**Re: Quad Communities Arts & Recreation Center**

**Dear Mr. Kelly,**

The Chicago Housing Authority (CHA) intends to provide a loan in the amount of Eight Million and No/100 (\$8,000,000) for the construction of an arts and recreation center to be known as the Quad Communities Arts and Recreation Center (QCARC). The QCARC will be developed by Quad Communities Arts Recreation and Health Center LLC (Quad LLC) and subleased and operated by the Chicago Park District (Park District).

The Park District will be a ninety percent (90%) owner of Quad LLC and intends to incur costs of more than Six Hundred Twelve Thousand and No/100 Dollars (\$612,000.00) annually for the operation and maintenance of the QCARC.

As a condition of the loan and as required by the U.S. Department of Housing and Urban Development (HUD) certain programming benefits at the QCARC must be attributable to CHA residents. The CHA and the Park District have agreed to the benefits set forth as follows:

1. CHA residents shall have a first priority to utilize forty-four percent (44%) of the programming slots for the QCARC Day Camp, Park Kids, Tots Swim, and any other program provided by the Park District within the QCARC. The Park District will administer this priority by allowing CHA residents to register for programs ten (10) days prior to opening registration to the general public.

CHA residents will pay no registration fees and no program costs for utilizing up to 44% of the programming slots. CHA will pay no registration fees and no program costs for CHA residents utilizing up to 20% of the programming slots. CHA will pay a Fifteen and No/100 Dollar (\$15) registration fee and no program costs for CHA residents utilizing 21% to 44% of the programming slots. CHA residents will pay a \$15 registration fee and CHA will pay the program costs for CHA residents utilizing 45% to 100% of the programming slots.

Chicago Housing Authority  
60 E. Van Buren  
12th Floor  
Chicago, IL 60605  
312-742-7500  
[www.thecha.org](http://www.thecha.org)

2. CHA residents shall also have a first priority to utilize forty-four percent (44%) of the program slots for any free program provided by the Park District to the general public at no costs to CHA residents and at no cost to CHA.
3. The Park District will continue to honor the CHA camp vouchers for all CHA residents.
4. The operating benefits provided herein shall remain in effect for thirty (30) years from the commencement of the programs offered by the Park District and shall be included in that certain Net Sublease between QUAD LLC and the Park District dated February 11, 2015

This letter agreement supplements the terms and conditions set forth in the Net Sublease, is agreed upon by the parties and is intended to be a legally binding and enforceable contract. The failure of the Park District to adhere to the terms of this letter agreement shall be a default under the Net Sublease.

Execution of this letter agreement signifies your acceptance of the foregoing terms and conditions. The effective date of this side letter agreement shall be as of the date accepted below.

**CHICAGO HOUSING AUTHORITY**  
an Illinois municipal corporation

By: Michael R. Merchant  
Michael R. Merchant  
Chief Executive Officer

Date: 2/10/15

Accepted:

**CHICAGO PARK DISTRICT**  
a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

By: \_\_\_\_\_  
Michael P. Kelly  
General Superintendent and  
Chief Executive Officer

Date: \_\_\_\_\_

2. CHA residents shall also have a first priority to utilize forty-four percent (44%) of the program slots for any free program provided by the Park District to the general public at no costs to CHA residents and at no cost to CHA.
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**CHICAGO HOUSING AUTHORITY**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Michael R. Merchant  
Chief Executive Officer

Date: \_\_\_\_\_

Accepted:

**CHICAGO PARK DISTRICT**  
a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

By:   
Michael P. Kelly  
General Superintendent and  
Chief Executive Officer

Date: 2/10/2015

**EXHIBIT C**

**CHA FORM USE RESTRICTION IS ATTACHED HERETO  
AS EXHIBIT C-1**

**This instrument was prepared by and  
after recording, this instrument  
should be returned to:**

**Pamela E. Cash  
Assistant General Counsel  
Office of the General Counsel  
Chicago Housing Authority  
60 E. Van Buren St., 12<sup>th</sup> Fl.  
Chicago, Illinois 60605**

**QUAD COMMUNITIES ARTS AND RECREATION CENTER  
USE RESTRICTION AGREEMENT**

**This QUAD COMMUNITIES ARTS AND RECREATION CENTER  
USE RESTRICTION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the CITY OF  
CHICAGO, an Illinois municipal corporation, ("CITY") and QUAD COMMUNITIES ARTS  
RECREATION AND HEALTH CENTER LLC,, an Illinois limited liability company  
("QUAD LLC").**

**RECITALS:**

**A. The City is a home rule unit of local government under 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**

**B. Quad LLC is the owner and operator of an arts and recreation center known as  
Quad Communities Arts and Recreation Center (the "Quad"); and**

**C. The Quad is located on land owned by the City and transferred via Ground Lease  
to Quad LLC located at 3520 South Cottage Grove Avenue, Chicago, Illinois 60637 and legally  
described on Exhibit A hereto; and**

**D. The City has entered into an Intergovernmental Agreement with the Chicago  
Housing Authority, an Illinois municipal corporation ("CHA") to enforce certain restrictions in  
the Ground Lease and to record this Agreement setting forth the restrictions below.**

**NOW, THEREFORE, in consideration of the mutual covenants and conditions  
hereinafter set forth, the parties agree as follows:**

:

1. Recitals. The foregoing recitals are hereby incorporated and made a part hereof.
2. Use Restrictions. The parties agree that the Quad shall be operated as an arts and recreation center for a term of thirty (30) years from the date of the commencement of program operations described below and shall provide the programs for CHA families set forth in the agreement between CHA and the Chicago Park District, an Illinois municipal corporation ("CPD") and attached hereto as Exhibit B and made a part hereof.

Upon the termination of this Use Restriction Agreement hereunder the City shall, upon Quad LLC's written request, furnish Quad LLC with a recordable release of such use restriction to further evidence termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be made, executed and delivered as of the day and year first above written.

**CITY OF CHICAGO, a municipal corporation  
and home rule unit of government**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**QUAD COMMUNITIES ARTS RECREATION AND  
HEALTH CENTER LLC,,  
an Illinois limited liability company**

By: \_\_\_\_\_

## **EXHIBIT A**

### **PARCEL 1:**

**LOTS 1 TO 9 AND THE 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 9 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO,**

**LOTS 1 THROUGH 8 (AND THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 5 AND THE SOUTH HALF OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 6 THROUGH 8) IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO, ALL IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

### **PARCEL 2:**

**LOTS 1 AND 2 AND THAT PART OF LOT 3 IN ELLIS' EAST OR SECOND ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH VACATED VINCENNES AVENUE, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO IN SECTION, TOWNSHIP AND RANGE AFORESAID, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE; THENCE NORTH 12 DEGREES 32 MINUTES 00 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE 411.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST OR FIRST ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SECTION, TOWNSHIP AND RANGE AFORESAID BEING ALSO A POINT ON THE SOUTH LINE OF THE ORIGINAL 66 FOOT WIDE EAST 35<sup>TH</sup> STREET; THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 19.76 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE 66 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE SOUTH 19**

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**EXHIBIT B**

(See Attached)



**CHA**  
**CHICAGO HOUSING**  
**AUTHORITY**

**Z. Scott**  
Chairperson

**Anthony Brewer**  
**Mark Casal**  
**Dr. Mildred Harris**  
**Harriet Johnson**  
**John G. Markowski**  
**M. Douglas Rudy**  
**Rodrigo A. Sierra**  
**Francisco Washington**  
Board of Commissioners

**Michael R. Marchant**  
Chief Executive Officer

February 11, 2015

**Michael P. Kelly**  
General Superintendent and CEO  
Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611

**Re: Quad Communities Arts & Recreation Center**

Dear Mr. Kelly,

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The Park District will be a ninety percent (90%) owner of Quad LLC and intends to incur costs of more than Six Hundred Twelve Thousand and No/100 Dollars (\$612,000.00) annually for the operation and maintenance of the QCARC.

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Chicago Housing Authority  
60 E. Van Buren  
12th Floor  
Chicago, IL 60605  
312-742-7500  
www.thecha.org

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3. The Park District will continue to honor the CHA camp vouchers for all CHA residents.
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This letter agreement supplements the terms and conditions set forth in the Net Sublease, is agreed upon by the parties and is intended to be a legally binding and enforceable contract. The failure of the Park District to adhere to the terms of this letter agreement shall be a default under the Net Sublease.

Execution of this letter agreement signifies your acceptance of the foregoing terms and conditions. The effective date of this side letter agreement shall be as of the date accepted below.

**CHICAGO HOUSING AUTHORITY**  
an Illinois municipal corporation

By: Michael R. Merchant  
Michael R. Merchant  
Chief Executive Officer

Date: 2/10/15

Accepted:

**CHICAGO PARK DISTRICT**  
a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

By: \_\_\_\_\_  
Michael P. Kelly  
General Superintendent and  
Chief Executive Officer

Date: \_\_\_\_\_

2. CHA residents shall also have a first priority to utilize forty-four percent (44%) of the program slots for any free program provided by the Park District to the general public at no costs to CHA residents and at no cost to CHA.
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**CHICAGO HOUSING AUTHORITY**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Michael R. Merchant  
Chief Executive Officer

Date: \_\_\_\_\_

Accepted:

**CHICAGO PARK DISTRICT**  
a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

By:   
Michael P. Kelly  
General Superintendent and  
Chief Executive Officer

Date: 2/10/2015



# City of Chicago



A2015-20

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                          |
|---------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                          |
| <b>Type:</b>                    | Appointment                                                                                              |
| <b>Title:</b>                   | Appointment of Jeremiah M. Jurevis as member of Special Service Area No. 17, Central Lakeview Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                     |





OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have appointed Jeremiah M. Jurevis as a member of Special Service Area No. 17, the Central Lakeview Commission, for a term effective immediately and expiring March 14, 2018, to succeed Mark H. Knight, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO  
LIBRARY

1955



# City of Chicago



**A2015-23**

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                          |
|---------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                          |
| <b>Type:</b>                    | Appointment                                                                                              |
| <b>Title:</b>                   | Appointment of Barbara A. Bolsen as member of Special Service Area No. 31, Greater Ravenswood Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                     |

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have appointed Barbara A. Bolsen as a member of Special Service Area No. 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

LIBRARY

1962



# City of Chicago



**A2015-24**

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                    |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                          |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                    |
| <b>Type:</b>                    | Appointment                                                                                                        |
| <b>Title:</b>                   | Appointment of Marcy S. Huttas as member of Special<br>Service Area No. 33, Wicker Park and Bucktown<br>Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                               |

Fin



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have appointed Marcy S. Huttas as a member of Special Service Area No. 33, the Wicker Park & Bucktown Commission, for a term effective immediately and expiring September 13, 2016, to succeed Sheila C. Kailus, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor







# City of Chicago



**A2015-27**

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                      |
|---------------------------------|--------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                            |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                      |
| <b>Type:</b>                    | Appointment                                                                          |
| <b>Title:</b>                   | Appointment of Daniel Casey as member of Chicago<br>Emergency Telephone System Board |
| <b>Committee(s) Assignment:</b> | Committee on Public Safety                                                           |



PUB-SAF.

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have appointed Daniel Casey as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2016, to complete the unexpired term of Martin E. Ryczek, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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# City of Chicago



A2015-29

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                             |
|---------------------------------|---------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                   |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                             |
| <b>Type:</b>                    | Appointment                                                                                 |
| <b>Title:</b>                   | Appointment of Charles Stewart III as member of Chicago<br>Emergency Telephone System Board |
| <b>Committee(s) Assignment:</b> | Committee on Public Safety                                                                  |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have appointed Charles Stewart III as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2018, to succeed William D. Boyle, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



100-100-100



# City of Chicago



O2015-2628

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                               |
|---------------------------------|-----------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                     |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                               |
| <b>Type:</b>                    | Ordinance                                     |
| <b>Title:</b>                   | Adjustment to Year XLI CDBG Ordinance         |
| <b>Committee(s) Assignment:</b> | Committee on Budget and Government Operations |

BUDG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

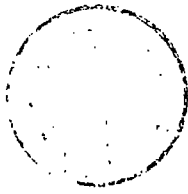
At the request of the Budget Director, I transmit herewith an adjustment to the Year XLI CDBG Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor





## Ordinance

WHEREAS, on November 12, 2014 the City Council of the City of Chicago adopted an ordinance entitled "Submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Year XLI, as Amended" (the "Year XLI CDBG Ordinance"); and

WHEREAS, The City, through the Office of Budget and Management, desires to allocate an additional \$337,346 available for CDBG-related expenditures as a result of salvage, and it is prudent and appropriate to incorporate these funds into the Year XLI CDBG Ordinance in order to offset a reduction in the grant; 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.

SECTION 2. The Year XLI CDBG Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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

**Exhibit A**

**AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT**

|                                                           | <u><b>Strike Amount</b></u> | <u><b>Add Amount</b></u> |
|-----------------------------------------------------------|-----------------------------|--------------------------|
| <b>APPROPRIATION ORDINANCE</b>                            |                             |                          |
| Community Development Block Grant                         | \$ 72,815,019               | \$ 72,477,673            |
| Reallocation of Unspent Community Development Block Grant | \$ 18,897,192               | \$ 19,234,538            |



# City of Chicago



**R2015-252**

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                          |
|---------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                          |
| <b>Type:</b>                    | Resolution                                                                                               |
| <b>Title:</b>                   | Call for hearing(s) on proposal by Governor Bruce Rauner regarding creation of local right to work zones |
| <b>Committee(s) Assignment:</b> | Committee on Workforce Development and Audit                                                             |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

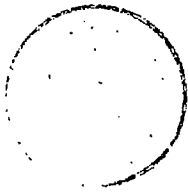
Ladies and Gentlemen:

I transmit herewith a resolution regarding a recent proposal by Illinois Governor Bruce Rauner calling for the creation of local right to work zones.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



## **RESOLUTION**

**WHEREAS**, Illinois Governor Bruce Rauner has repeatedly called for the creation of local right to work zones, in which voters could decide if workers in their communities employed in unionized industries can opt out of paying union dues or equitable fees for representation to labor organizations; and

**WHEREAS**, Governor Rauner has asked for city councils across Illinois to consider a resolution asking for voter referenda to allow local right to work zones, limit prevailing wage laws as well as changes to workers' compensation laws and eliminating project labor agreements; and

**WHEREAS**, such action has the potential to dismantle labor organizations, which have historically protected the rights of working and middle-class Chicagoans, and could lead to lower median wages, reduced benefits, and unsafe working conditions for all employees whether they are union or non-union; and

**WHEREAS**, The Illinois Attorney General has rendered an opinion unequivocally declaring the concept of local right to work zones both preempted by federal labor law and illegal under Illinois law;

**WHEREAS**, The Illinois Attorney General has rendered an opinion unequivocally declaring that local opt-out of prevailing wage laws would violate the Illinois Prevailing Wage Law; and

**WHEREAS**, this attack on established laws meant to protect working families is an attempt to weaken organized labor, undercut Chicago and Illinois contractors and businesses by allowing out of state entities and workers to take Chicago jobs and will not make Chicago or Illinois a more competitive business environment, evidenced by the fact that similar laws in other states have had no impact on attracting employers to a particular state; now, therefore,

**BE IT RESOLVED**, that we, the Mayor and Members of the City Council of Chicago, assembled this fifteenth day of April, 2015, do hereby declare our opposition to the gubernatorial proposal to create local right to work zones in Illinois; and

**BE IT FURTHER RESOLVED**, that we call upon the Committee on Workforce Development and Audit to hold a hearing to address this important issue, and we ask that the Committee invite appropriate officials and interested members of the public in an effort to fully address this matter; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be delivered to the Governor of the State of Illinois, the President of the Illinois Senate, the Minority Leader of the Illinois Senate, the Speaker of the Illinois House of Representatives, and the Minority Leader of the Illinois House of Representatives



# City of Chicago



O2015-2629

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                       |
|---------------------------------|---------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                             |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                       |
| <b>Type:</b>                    | Ordinance                                                                             |
| <b>Title:</b>                   | Annual Appropriation Ordinance within Fund No. 925 for<br>Department of Public Health |
| <b>Committee(s) Assignment:</b> | Committee on Budget and Government Operations                                         |



BUDG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

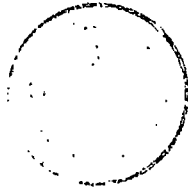
Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



## ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2015 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

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

WHEREAS, the City through its Department of Public Health has received additional federal carryover grant funds in the amount of \$215,000 by the United States Department of Health and Human Services, Centers for Disease Control and Prevention which shall be used for the Bioterrorism Hospital Preparedness Program; now, therefore,

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

SECTION 1. The sum of \$215,000 not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2015. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

EXHIBIT A

AMENDMENT TO THE 2015 APPROPRIATION ORDINANCE

| CODE                                           | DEPARTMENT AND ITEM                 | STRIKE<br>AMOUNT                                                        | ADD<br>AMOUNT                                                | STRIKE AMOUNT<br>(2015 TOTAL)<br>Includes anticipated<br>carryover                              | ADD AMOUNT<br>(2015 TOTAL)<br>Includes anticipated<br>carryover                             | STRIKE<br>AMOUNT<br>(2015 Total)                      | ADD<br>AMOUNT<br>(2015 Total)                      |
|------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------|
| <b>ESTIMATE OF GRANT REVENUE FOR 2014</b>      |                                     |                                                                         |                                                              |                                                                                                 |                                                                                             |                                                       |                                                    |
| Awards from Agencies of the Federal Government |                                     |                                                                         |                                                              |                                                                                                 |                                                                                             |                                                       |                                                    |
| 925 - Grant Funds                              |                                     | \$1,341,155,186                                                         | \$1,341,370,186                                              |                                                                                                 |                                                                                             |                                                       |                                                    |
|                                                |                                     |                                                                         |                                                              |                                                                                                 |                                                                                             |                                                       |                                                    |
| Dept #, Dept and Grant Name                    |                                     |                                                                         |                                                              |                                                                                                 |                                                                                             |                                                       |                                                    |
| 41                                             | <b>Department of Public Health:</b> | <u>STRIKE</u><br><u>AMOUNT 2015</u><br><u>Anticip'd</u><br><u>Grant</u> | <u>ADD AMOUNT</u><br><u>2015 Anticipated</u><br><u>Grant</u> | <u>STRIKE AMOUNT</u><br><u>(2015 TOTAL)-</u><br><u>Includes anticipated</u><br><u>carryover</u> | <u>ADD AMOUNT</u><br><u>(2015 TOTAL)</u><br><u>Includes anticipated</u><br><u>carryover</u> | <u>STRIKE</u><br><u>AMOUNT</u><br><u>(2015 Total)</u> | <u>ADD</u><br><u>AMOUNT</u><br><u>(2015 Total)</u> |
|                                                | Bioterrorism Hospital Preparedness  |                                                                         |                                                              |                                                                                                 | \$ 215,000                                                                                  | \$2,696,000                                           | \$2,911,000                                        |

# Grant Detail Grants by Program Category, Department, and Grant - Continued

| Community Services                                     |  | 2014 Grant | 2015 Anticipated Grant | 2015 Total |
|--------------------------------------------------------|--|------------|------------------------|------------|
| 041 - Department of Public Health                      |  |            |                        |            |
| 2714 OH52 Air Pollution Control Program                |  |            | \$412,000              | \$412,000  |
| 2714 OH45 Air Pollution Control Program                |  | 412,000    |                        |            |
| 2808 OH04 Antiterrorism Crime Victim Response          |  | 2,000,000  | 2,000,000              | 2,000,000  |
| 2734 OH07 Biosense Syndromic Surveillance              |  | 25,000     | 25,000                 | 50,000     |
| 2883 OH41 Bioterrorism Hospital Preparedness Program   |  | 2,696,000  |                        | 2,696,000  |
| 2883 OH47 Bioterrorism Hospital Preparedness Program   |  | 123,000    |                        | 123,000    |
| 2883 OH75 Bioterrorism Hospital Preparedness Program   |  |            | 2,696,000              | 2,696,000  |
| 2829 OH42 Bioterrorism Preparedness Response Planning  |  | 9,332,941  |                        | 9,332,941  |
| 2829 OH47 Bioterrorism Preparedness Response Planning  |  | 3,904,000  |                        | 3,904,000  |
| 2829 OH70 Bioterrorism Preparedness Response Planning  |  |            | 9,345,627              | 9,345,627  |
| 2983 OH99 Breastfeeding Peer Counseling                |  | 40,000     |                        | 40,000     |
| 2983 OH03 Breastfeeding Peer Counseling                |  |            | 40,000                 | 40,000     |
| 2710 OH50 Building Epidemiology and Health IT Capacity |  | 510,000    | 790,000                | 1,300,000  |
| 2710 OH32 Building Epidemiology and Health IT Capacity |  | 300,000    |                        | 300,000    |
| 2710 OH17 Building Epidemiology and Health IT Capacity |  |            | 75,000                 | 75,000     |
| 2700 OH49 Care Van Blue Cross                          |  | 75,000     |                        | 75,000     |
| 2700 OH28 Care Van Blue Cross                          |  | 1,439,000  |                        | 1,439,000  |
| 2854 OH48 Chicago Family Case Management               |  |            | 1,439,000              | 1,439,000  |
| 2854 OH78 Chicago Family Case Management               |  |            | 431,000                | 431,000    |
| 2804 OH62 Childhood Lead Poisoning Prevention          |  | 222,000    |                        | 222,000    |
| 2804 OH24 Childhood Lead Poisoning Prevention          |  | 431,000    |                        | 431,000    |
| 2804 OH15 Childhood Lead Poisoning Prevention          |  | 294,000    |                        | 294,000    |
| 2726 OH07 Community Transformation                     |  | 370,000    |                        | 370,000    |
| 2713 OH29 Dating Matters                               |  |            | 370,000                | 370,000    |
| 2713 OH51 Dating Matters                               |  | 60,000     |                        | 60,000     |
| 2871 OH11 Dental Sealant                               |  | 104,000    |                        | 104,000    |
| 2871 OH73 Dental Sealant                               |  |            | 60,000                 | 60,000     |
| 2880 OH54 Educational Seminars Support                 |  | 46,000     |                        | 46,000     |
| 2813 OH17 Epidemiology and Laboratory Capacity         |  | 75,000     |                        | 75,000     |
| 2729 OH58 Genetics Education / Follow Up Services      |  |            | 138,000                | 138,000    |
| 2729 OH25 Genetics Education / Follow Up Services      |  | 117,000    |                        | 117,000    |
| 2812 OH20 HIV / AIDS Prevention                        |  | 9,163,000  |                        | 9,163,000  |
| 2812 OH64 HIV / AIDS Prevention                        |  |            | 9,300,000              | 9,300,000  |
| 2812 OH60 HIV / AIDS Prevention                        |  | 1,267,000  |                        | 1,267,000  |
| 2733 OH69 HIV / AIDS Surveillance                      |  |            | 1,465,000              | 1,465,000  |
| 2733 OH16 HIV / AIDS Surveillance                      |  | 1,465,000  |                        | 1,465,000  |



# City of Chicago



O2015-2626

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                                                                       |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                                                                             |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                                                                       |
| <b>Type:</b>                    | Ordinance                                                                                                                                                                             |
| <b>Title:</b>                   | Amendment of Municipal Code Section 2-112-230 by authorizing Commissioner of Health to execute agreements with other City of Chicago schools for provision of student dental services |
| <b>Committee(s) Assignment:</b> | Committee on Education and Child Development                                                                                                                                          |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

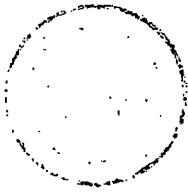
Ladies and Gentlemen:

At the request of the Commissioner of Public Health, I transmit herewith an ordinance amending Chapter 2-112 of the Municipal Code regarding dental care.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor





## **ORDINANCE**

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

**SECTION 1.** Section 2-112-230 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**2-112-230 Health-related agreements with the Chicago Board of Education and other City of Chicago schools.**

The commissioner of health is authorized to negotiate and execute, with the Chicago Board of Education, intergovernmental agreements for the promotion and/or protection of public health, ~~and~~ The commissioner of health is also authorized to negotiate and execute, with the board of directors or governing body of any entity managing, controlling or operating any secular or non-secular elementary, middle or secondary school within the City, agreements for the provision, by or through the department of health, of dental services to students at such schools. The commissioner is authorized 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, and including provisions providing indemnification.

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



# City of Chicago



O2015-2717

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                      |
|---------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                            |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                      |
| <b>Type:</b>                    | Ordinance                                                                                            |
| <b>Title:</b>                   | Amendment of Municipal Code Chapter 3-29 regarding use tax for nonretail transfers of motor vehicles |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                 |

FIN



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Comptroller and the Budget Director, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Illinois Department of Revenue and associated Municipal Code amendments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

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

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable laws permit and encourage units of local government and units of Illinois State Government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, under the Local Tax Collection Act, 35 ILCS 720/1, the Illinois Department of Revenue ("IDOR") may agree to collect and distribute any tax lawfully imposed by the City, the subject of which is similar to that of a tax imposed by the State and collected by IDOR, including, but not limited to, the Chicago Use Tax Ordinance for Nonretail Transfers of Motor Vehicles, Chapter 3-29 of the Municipal Code of Chicago, that is similar to the use tax imposed under Article X of Chapter 3 of the Illinois Vehicle Code by the State on the private sale of motor vehicles; and

**WHEREAS**, collection of the Chicago Use Tax Ordinance for Nonretail Transfers of Motor Vehicles by IDOR would promote operations in an efficient and cost-effective manner; and

**WHEREAS**, the amendments provided by this ordinance will allow for the collection of the Chicago Use Tax Ordinance for Nonretail Transfers of Motor Vehicles by IDOR; now therefore,

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

**SECTION 1.** Chapter 3-29 of the Municipal Code of Chicago is hereby amended by adding the underscored language and deleting the struck-through language as follows:

*(Omitted text is not affected by this ordinance)*

#### **3-29-020 Definitions.**

A. When any of the following words or terms are used in this chapter, they shall have the meaning or construction ascribed to them in this section:

*(Omitted text is not affected by this ordinance)*

(6) "Use" has, to the extent applicable, the meaning set forth in the Illinois Use Tax Act.

(7) "Using in the city" means titling or registering, with an agency of the State of Illinois, a motor vehicle at a location within the corporate limits of the city.

*(Omitted text is not affected by this ordinance)*

### **3-29-040 Tax rate.**

*(Omitted text is not affected by this ordinance)*

B. The rate of the tax shall be \$10.00 for each motor vehicle acquired under the following circumstances:

(1) The transferee or purchaser is the spouse, mother, father, brother, sister or child of the transferor and proof of family relationship is established;

(2) The transfer is a gift to a beneficiary in the administration of an estate and the beneficiary is not a surviving spouse;

(3) The motor vehicle has once been taxed pursuant to the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1, et seq., as amended, or the Illinois Use Tax Act or any other state retailers' occupation tax, sales tax or use tax and the motor vehicle is transferred in connection with the organization, reorganization, dissolution or partial liquidation of an incorporated or unincorporated business, provided that the beneficial ownership is not changed.

C. The rate of the tax shall be \$10.00 for each motorcycle, motor-driven cycle or motorized pedacycle that is acquired.

### **3-29-050 Exemptions.**

Notwithstanding any other provision of this chapter, the tax imposed by this chapter shall not apply to:

A. A motor vehicle that is purchased and used by a governmental agency or a society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes;

B. The use of a motor vehicle that is exempt under ~~the applicable provisions of Section 3-55(b), (c), (d), (e) or (f) of the Illinois Use Tax Act;~~

C. Implements of husbandry;

D. A motor vehicle for which a junking certificate has been issued pursuant to Section 3-117.1(a) of the Illinois Vehicle Code;

~~E. A motor vehicle that is subject to the replacement vehicle tax imposed by either Section 3-2001 of the Illinois Vehicle Code or the Chicago Replacement Vehicle Tax, Chapter 3-40 of this Code;~~

EF. A motor vehicle that is transferred as a gift to a beneficiary in the administration of an estate and the beneficiary is a surviving spouse.

### **3-29-055 Collection of tax.**

A. In accordance with the Local Tax Collection Act (35 ILCS 720/0.01 et seq.), the city comptroller may enter into and execute an agreement with the Illinois Department of Revenue to allow the Illinois Department of Revenue to collect and enforce the tax imposed by this chapter on behalf of the city including all civil penalties that may be assessed as an incident of the tax.

Such agreement may provide for an administration fee and indemnification. At such time as the Illinois Department of Revenue begins to collect and enforce the tax pursuant to such an agreement, the Illinois Department of Revenue shall have full power to administer and enforce the provisions of this chapter.

B. If an agreement is entered into and executed as provided in this section, the Illinois Department of Revenue and persons subject to the tax collected by the Illinois Department of Revenue pursuant to this chapter shall, as much as practicable and to the extent allowed by law, have the same rights, remedies, privileges, immunities, powers, and duties, and be subject to the same conditions, restrictions, limitations, penalties, definitions of terms and procedures, as those set forth in the Local Tax Collection Act (35 ILCS 720 et seq.) and the intergovernmental agreement between the City of Chicago and the Illinois Department of Revenue executed in accordance with that Act, the Vehicle Use Tax under Article X of Chapter 3 of the Illinois Vehicle Code (625 ILCS 5/3-1001 et seq.), and the Uniform Penalty and Interest Act (35 ILCS 735/3-1 et seq.).

### **3-29-060 Obligation of taxpayers to file returns and pay tax.**

Except as otherwise provided under Section 3-29-055, eEvery person that is required to pay the tax imposed by this chapter shall file a return on a form prescribed by the comptroller and pay all applicable tax to the city department or its designee on or before the last day of the calendar month following the month that the motor vehicle was acquired.

### **3-29-070 Rules and regulations.**

Except as otherwise provided under Section 3-29-055, tThe comptroller is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this chapter.

### **3-29-080 Application of Uniform Revenue Procedures Ordinance.**

Except as otherwise provided under Section 3-29-055, wWhenever not inconsistent with the provisions of this chapter or whenever this chapter is silent, the provisions of the Uniform Revenue Procedures Ordinance, Chapter 3-4 of this Code, as amended, shall apply to and supplement this chapter.

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



# City of Chicago



A2015-21

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                              |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                        |
| <b>Type:</b>                    | Appointment                                                                                            |
| <b>Title:</b>                   | Reappointment of Cindy L. Rudman as member of Special<br>Service Area No. 18, North Halsted Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                   |

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have reappointed Cindy L. Rudman as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





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# City of Chicago



**A2015-22**

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                                         |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                                   |
| <b>Type:</b>                    | Appointment                                                                                                                                       |
| <b>Title:</b>                   | Reappointment of Jill C. Heise, Melissa L. Salvatore and<br>Lisa S. Santos as members of Special Service Area No. 27,<br>West Lakeview Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                                                              |

Fin



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have reappointed Jill C. Heise, Melissa L. Salvatore and Lisa S. Santos as members of Special Service Area No. 27, the West Lakeview Commission, for terms effective immediately and expiring February 15, 2018.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor





# City of Chicago



A2015-25

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                             |
|---------------------------------|---------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                   |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                             |
| <b>Type:</b>                    | Appointment                                                                                 |
| <b>Title:</b>                   | Reappointment of Kelly Cheng as member of Special<br>Service Area No. 34, Uptown Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                        |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have reappointed Kelly Cheng as a member of Special Service Area No. 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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# City of Chicago



A2015-26

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                                                                                   |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                                                                         |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                                                                                   |
| <b>Type:</b>                    | Appointment                                                                                                                                                       |
| <b>Title:</b>                   | Reappointment of Noreen Keeney, Charles M. Long, Joshua A. Reitman, Terry N. Tuohy and Marc P. Vuong as members of Special Service Area No. 34, Uptown Commission |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                                                                                              |



FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have reappointed Noreen Keeney, Charles M. Long, Joshua A. Reitman, Terry N. Tuohy, and Marc P. Vuong as members of Special Service Area No. 34, the Uptown Commission, for terms effective immediately and expiring October 4, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor





# City of Chicago



A2015-28

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                               |
|---------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                     |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                               |
| <b>Type:</b>                    | Appointment                                                                                   |
| <b>Title:</b>                   | Reappointment of Michael E. Callahan as member of<br>Chicago Emergency Telephone System Board |
| <b>Committee(s) Assignment:</b> | Committee on Public Safety                                                                    |



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

I have reappointed Michael E. Callahan as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



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# City of Chicago



O2015-2808

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                            |
|---------------------------------|----------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                  |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                            |
| <b>Type:</b>                    | Ordinance                                                                  |
| <b>Title:</b>                   | Sale of City-owned property at 4001-4059 S Halsted St to<br>41 Venture LLC |
| <b>Committee(s) Assignment:</b> | Committee on Housing and Real Estate                                       |



HS6

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor

## **ORDINANCE**

**WHEREAS**, the City of Chicago (the "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 (the "City Council") on December 11, 1996 and published at pages 35665 through 35875, in the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Stockyards Annex Tax Increment Financing Redevelopment Project Area ("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 December 11, 1996 and published at pages 35876 through 35881 in 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 December 11, 1996 and published at pages 35882 through 35887 in the Journal of such date, tax increment 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**, 41 Venture LLC, an Illinois limited liability company (the "Developer"), desires to purchase from the City, for its appraised fair market value of Six Hundred Ninety-Two Thousand Dollars (\$692,000), the vacant real property commonly known as 4001-59 South Halsted Street, Chicago, Illinois, and legally described in Exhibit A attached hereto (subject to final title commitment and survey, the "Property"); and

**WHEREAS**, the Developer proposes to develop a minimum 40,000 sq. ft., industrial facility, parking and landscaping as per plans and City code, designed to accommodate up to two (2) tenants. The construction will be tilt-up, pre-fab concrete panels, engineered steel or insulated panels, depending on the future user, with minimum 24' ceilings, six (6) exterior docks, two (2) drive-in doors, parking for thirty-four (34) cars and, in accordance with the City's Stormwater Management Ordinance, a 10,000 sq. ft. detention pond (collectively, the "Project").

**WHEREAS**, by Resolution No. 15-018-21, adopted by the Plan Commission of the City of Chicago (the "Plan Commission") on February 19, 2015, the Plan Commission recommended the sale of the Property; and



**WHEREAS**, by Resolution No. 15-CDC-4 adopted on February 10, 2015, the Community Development Commission authorized the Department of Planning and Development (the "Department") to advertise its intent to sell the Property to the Developer and request alternative proposals for the sale and redevelopment of the Property; and

**WHEREAS**, public notices advertising the proposed sale and requesting alternative proposals appeared in the Sun-Times on February 16 and 23, and March 2, 2015; and

**WHEREAS**, no alternative proposals have been received by the deadline set forth in the aforesaid public notices; now therefore,

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** The sale of the Property to the Developer in the amount of Six Hundred Ninety-Two Thousand Dollars (\$692,000) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment 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 conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole owner and the controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

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

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY (Subject to Title Commitment and Final Survey)**

[To come]

PINs: 20-04-106-003, -005, -006 and -007

Commonly known as: 4001-59 South Halsted Street, Chicago, Illinois 60661

**EXHIBIT B**

**REDEVELOPMENT AGREEMENT**

(Attached)

This Document Prepared by and  
After Recording Return To:

Arthur Dolinsky, Senior Counsel  
City of Chicago  
Department of Law  
Real Estate Division  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602  
(312) 744-0200

**AGREEMENT  
FOR THE SALE  
AND REDEVELOPMENT  
OF LAND**

(The Above Space For Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND**, as may be amended from time to time ("Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development (together with any successor department thereto, the "Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **41 VENTURE LLC**, an Illinois limited liability company ("Developer"), located at 350 West Hubbard Street, Suite 222, Chicago, IL 60654.

**RECITALS**

**WHEREAS**, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on December 11, 1996 and published at pages 35665 through 35875, in the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Stockyards Annex Tax Increment Financing Redevelopment Project Area ("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 December 11, 1996 and published at pages 35876 through 35881 in 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 December 11, 1996 and published at pages 35882 through 35887 in the Journal of such date, tax increment

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 Developer desires to purchase from the City, for its appraised fair market value of Six Hundred Ninety-Two Thousand Dollars (\$692,000), the vacant real property commonly known as 4001-59 South Halsted Street, Chicago, Illinois, which is located in the Area and is legally described on **Exhibit A** attached hereto (the "Property"), in order to redevelop the Property as herein provided; and

**WHEREAS**, as a condition to the City's conveying the Property to the Developer, the City requires that the Developer enroll the Property in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder (the "SRP"), and, after conveyance of the Property, obtain a Final Comprehensive No Further Remediation Letter; and

**WHEREAS**, the City Council, pursuant to an ordinance ("Project Ordinance") adopted on \_\_\_\_\_, 2015 (the "Adoption Date"), and published on \_\_\_\_\_ 2015 at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council for the Adoption Date (such publication date, the "Ordinance Date"), authorized the sale of the Property to the Developer for Six Hundred Ninety-Two Thousand Dollars (\$692,000), subject to the execution, delivery and recording of this Agreement, and in consideration of the Developer's fulfillment of its obligations under this Agreement, including the obligation to complete the Project, as described in **Exhibit B** attached hereto; and

**WHEREAS**, such Project includes the development of a minimum 40,000 sq. ft., industrial facility ("Building"), parking and landscaping as per plans and City code, designed to accommodate up to two (2) tenants, constructed with tilt-up, pre-fab concrete panels or insulated panels, depending on the future user, with minimum 24' ceilings, six (6) exterior docks, two (2) drive-in doors, parking for thirty-four (34) cars and a 10,000 sq. ft. detention pond, and shall exceed the requirements of the City's Stormwater Management ordinance (Municipal Code of Chicago, Chapter 11-18) by twenty percent (20%) per the City's Sustainability Development Policy.

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

## **SECTION 1. INCORPORATION OF RECITALS.**

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

## **SECTION 2. PURCHASE PRICE / EARNEST MONEY / PERFORMANCE DEPOSIT / DUE DILIGENCE PERIOD.**

2.1 Purchase Price. Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for Six Hundred Ninety-Two Thousand Dollars (\$692,000) (the "Purchase Price") to be paid by certified check or wire transfer of immediately available funds, on the Property Closing Date (defined in Section 3), as follows: (a) the Developer shall pay Three Hundred Forty-Two Thousand Dollars (\$342,000) to the City at the Property Closing (as defined in Section 3) in cash or by certified check or wire transfer of immediately available funds, and (b) the Developer shall deposit Three Hundred Fifty Thousand Dollars (\$350,000) into a joint order escrow account ("Joint Escrow Account A") with the Title Company (as defined in Section 3 below) in accordance with Section 21.6. Funds deposited in Joint Escrow Account A may be invested at Developer's sole option.

2.2 Earnest Money. The City acknowledges that the Developer has deposited Thirty-Four Thousand Six Hundred Dollars (\$34,600) with the Title Company as earnest money ("Earnest Money") into a joint order escrow account ("Joint Escrow Account B") pursuant to that certain joint order escrow agreement between the City and the Developer, dated April \_\_, 2015. At the Property Closing, the Earnest Money will be applied to the Purchase Price. The parties agree that the Title Company shall disburse the Earnest Money to the Developer if, prior to the expiration of the Due Diligence Period (as defined in Section 2.4), the Developer notifies the City in writing that the Developer will not close on the Property and elects to terminate this Agreement. The Developer shall pay all costs and fees associated with Joint Escrow Account B. Funds deposited in Joint Escrow Account B shall not be invested.

2.3 Performance Deposit. The Developer shall deposit into Joint Escrow Account B at the Property Closing (as defined in Section 3.2) the amount of Thirty-Four Thousand Six Hundred Dollars (\$34,600), as security for the performance of the Developer's obligations under this Agreement ("Performance Deposit"). The parties agree that the Title Company shall disburse the Performance Deposit to the Developer solely upon the City's issuance of the Certificate of Completion (as defined in Section 12).

2.4 Due Diligence Period. The Developer shall have ninety (90) days following the RDA Closing Date (as defined in Section 3.1) (such 90-day period, or if extended, the "Due Diligence Period") to perform due diligence. The Commissioner of the Department (the "Commissioner") shall have the discretion to extend the Due Diligence Period by up to thirty (30) days for good cause shown by issuing a written extension letter. Within ten (10) days of the commencement of the Due Diligence Period, the City shall deliver to the Developer copies of all environmental and geotechnical studies and reports relating to the Property in the City's possession. During the Due Diligence Period, the Developer shall have the right to (a) waive due diligence at any time and deliver to the City a notice to proceed to the Property Closing or (b) terminate this Agreement for any reason or no reason by written notice to the City. If the

Developer terminates this Agreement, then the Earnest Money shall be disbursed to the Developer and the parties shall thereafter have no further rights or obligations under this Agreement. If the Developer delivers the notice to proceed and provided the requirements of Section 3.2 have been satisfied, the City shall transfer the Property to the Developer in accordance with this Agreement. Notwithstanding anything in this Agreement to the contrary, following the expiration of the Due Diligence Period, the Developer shall not have any right to terminate this Agreement.

### **SECTION 3. CLOSINGS.**

3.1 RDA Closing. The closing of the Agreement between the City and the Developer (the “RDA Closing”, which occurs on the “RDA Closing Date”) shall take place at the downtown offices of First American Title Insurance Company, 30 North LaSalle Street, Suite 310, Chicago IL 60602 (the “Title Company”). In no event shall the RDA Closing occur (1) until and unless the conditions precedent set forth in Section 8.1 are all satisfied, unless the Department, in its sole and absolute discretion, waives one or more of such conditions; and (2) any later than three (3) months following the Ordinance Date (i.e., \_\_\_\_\_) (the “Outside RDA Closing Date”), unless, at the Developer’s request, the Department, in its sole and absolute discretion, extends the Outside RDA Closing Date. The Developer shall pay to record this Agreement and any other documents incident to RDA Closing.

3.2 Property Closing. Provided that Developer has not terminated this Agreement prior to the expiration of the Due Diligence Period, the closing of the transfer of the Property from the City to the Developer (the “Property Closing”, which occurs on the “Property Closing Date”) shall take place at the downtown offices of the Title Company. In no event shall the Property Closing occur (1) until and unless the conditions precedent set forth in Section 8.2 are all satisfied, unless the Department, in its sole and absolute discretion, waives one or more of such conditions; and (2) any later than twelve (12) months following the RDA Closing Date (the “Outside Property Closing Date”); unless, at the Developer’s request, the Department, in its sole and absolute discretion, extends the Outside Property Closing Date. The Developer shall at any time prior to the Outside Property Closing Date to deliver a notice to proceed to the City, and, provided all other terms and conditions to the Property Closing have been satisfied (or will be satisfied as of the Closing Date), the City shall transfer the Property to the Developer promptly following receipt of the notice to proceed. At the Property Closing, the City shall deliver to the Developer (a) the Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession of the Property.

### **SECTION 4. CONVEYANCE OF TITLE.**

4.1 Form of Deed. At the Property Closing, the City shall convey the Property to the Developer by quitclaim deed (“Deed”), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, to the following:

- a. the Plan for the Area;
- b. standard exceptions in an ALTA title insurance policy, if applicable;
- c. general real estate taxes and any special assessments or other taxes;

- d. all easements, encroachments, covenants and restrictions of record and not shown of record;
- e. such other title defects that may exist; and
- f. any and all exceptions caused by the acts of the Developer or its agents.

4.2 Recording Costs. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Developer.

4.3 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

## **SECTION 5. TITLE, SURVEY AND REAL ESTATE TAXES.**

5.1 Title Commitment and Insurance. Not less than fourteen (14) days before the anticipated Property Closing Date, the Developer shall order a current title commitment for the Property issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the Property Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Property Closing. At the Property Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

5.2 Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property.

5.3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property during the Due Diligence Period, 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. If, after using such reasonable efforts, the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (1) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (2) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall, after disbursement of the Earnest Money to Developer, have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions that were not waived or released. In addition, after the Property Closing Date, the City agrees to cooperate with Developer and execute such documents as reasonably may be necessary to cause the Assessor's Office and/or Board of Review to change the real estate tax status of the Property.



## **SECTION 6. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for and obtain all necessary building permits and other approvals, including, without limitation, zoning approval (collectively, the "Governmental Approvals") necessary to construct the Project, prior to the Property Closing Date, unless the Department, in its sole and absolute discretion, agrees to waive such requirement.

## **SECTION 7. PROJECT BUDGET AND PROOF OF FINANCING.**

The total budget for the Project is currently estimated to be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Property Closing Date, the Developer shall submit to the Department for approval: (1) a final budget for the Project which is for an amount not more than five percent (5%) less than the Preliminary Project Budget (the "Final Project Budget"); and (2) a substantially completed loan agreement for funds adequate to purchase the Property and construct the Project, as shall be acceptable to the Department, in its sole and absolute discretion (the "Proof of Financing").

## **SECTION 8. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.**

8.1 RDA Closing. The obligations of the City to "close" this Agreement are contingent upon the Developer's satisfaction of the obligations set forth in Section 8.1(A) through 8.1(E) no later than forty-five (45) days following the Ordinance Date, or by such other date as may be specified, unless waived or extended in writing by the Commissioner, in the Commissioner's sole and absolute discretion:

A. Legal Opinion. The Developer shall have delivered to the City a legal opinion stating, in part, that the Developer has been duly organized and that the Developer is duly authorized to enter into this Agreement. Such opinion shall be in a form and substance reasonably acceptable to the City's Corporation Counsel.

B. Due Diligence. The Developer shall have delivered to the City due diligence searches in Developer's name (UCC, State and federal tax lien, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

C. Organization and Authority Documents. The Developer shall have delivered to the City articles of organization, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois; a Certificate of Good Standing dated no more than thirty (30) days prior to the RDA Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer; and operating agreement, resolutions and such other organizational documents as the City may reasonably request.

D. Representations and Warranties. On the RDA Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

E. Other Obligations. On the RDA Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as of the RDA Closing Date.

F. Developer Election Not to Proceed. At any time following the Ordinance Date but prior to the expiration of the Due Diligence Period, the Developer may elect not to proceed with the transaction by delivering written notice to the City. If the Developer elects not to proceed, the Developer shall deliver notice to the City and the City shall direct the Title Company to disburse the Earnest Money to the Developer.

G. City Right to Terminate. If any of the conditions in this Section 8.1 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement after (a) delivery of written notice to the Developer at any time after the expiration of the applicable time period, stating the condition or conditions that have not been fulfilled, and (b) providing the Developer with forty-five (45) days to fulfill those conditions. If, after receiving notice and an opportunity to cure as described in the preceding sentence, the Developer still has not fulfilled the applicable conditions to the City's reasonable satisfaction, this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that the City shall direct the Title Company to disburse the Earnest Money to the City for the City's benefit. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

8.2 Property Closing. The obligations of the City to close on the conveyance of the Property to the Developer are contingent upon each of the following items in Section 8.2(A) through Section 8.2(L) being satisfied at least fourteen (14) days prior to the Property Closing Date, or by such other date as may be specified, unless waived or extended in writing by the Commissioner, in the Commissioner's sole and absolute discretion:

A. Final Governmental Approvals. Developer shall have delivered to the City evidence of its receipt of all Governmental Approvals necessary to construct the Project.

B. Budget and Proof of Financing. The City shall have approved the Developer's Final Project Budget and Proof of Financing.

C. Simultaneous Loan Closing. The Developer shall close the financing necessary for the acquisition of the Project in advance of, or simultaneously with, the Property Closing.

D. Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on any liability insurance policies (\$1M per occurrence and \$2M aggregate) and as a loss payee (subject to the rights of any permitted mortgagee) on any property insurance policies from the Property Closing Date through the date the City issues the Certificate of Completion. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

E. Due Diligence. The Developer shall have delivered to the City updated due diligence searches in Developer's name (UCC, State and federal tax lien, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

F. Subordination Agreement. [Intentionally omitted]

G. MBE/WBE and Local Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department regarding compliance with the MBE/WBE and other requirements set forth in Section 22, and at least fourteen (14) days prior to the Property Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 22.4.

H. Representations and Warranties. On the Property Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

I. Other Obligations. On the Property Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as of the Property Closing Date.

J. Letter of Intent. The Developer shall have submitted to the Department one or more letters of intent for the lease of an aggregate amount of 20,000 sq. ft. or more in the Building.

K. Reconveyance Deed. Prior to the conveyance of the Property to the Developer, the Developer shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 18.3 below. The City will deposit the Reconveyance Deed into a sole order escrow account with the Title Company, with the City having sole power of direction with respect to such escrow account. The Developer shall pay all costs associated with such escrow account.

L. Enrollment is SRP. The Developer shall have enrolled the Property in the SRP.

M. Right to Terminate. If any of the conditions in this Section 8.2 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement after (a) delivery of written notice to the Developer at any time after the expiration of the applicable time period, stating the condition or conditions that have not been fulfilled, and (b) providing the Developer with forty-five (45) days to fulfill those conditions. If, after receiving notice and an opportunity to cure as described in the preceding sentence, the Developer still has not fulfilled the applicable conditions to the City's reasonable satisfaction, this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that the City may direct the Title Company to disburse the Earnest Money to the City for the City's benefit. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## **SECTION 9. SITE PLANS AND ARCHITECTURAL DRAWINGS.**

9.1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plan, specifications and architectural drawings prepared by \_\_\_\_\_, Chicago, Illinois 606\_\_, which have been approved by the Department and which are attached hereto as **Exhibit C** (collectively, the “Working Drawings and Specifications”). No material deviation from the Working Drawings and Specifications may be made without the Department’s prior written approval. If the Developer submits and the Department approves revised design development drawings and specifications after the date of this Agreement, the term “Working Drawings and Specifications” as used herein shall refer to the revised design development drawings and specifications upon the Department’s written approval of the same.

9.2 Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (1) the relocation, installation or construction of public or private utilities located on the Property; (2) the relocation, installation and construction of any curb cuts and driveways; (3) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer’s redevelopment; (4) the removal of existing pipes, utility equipment or building foundations located on the Property; and (5) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project, must be approved by the City in accordance with standard City procedures for such work.

9.3 Inspection by the City. For the period commencing on the Property Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, “Laws”).

9.4 Barricades and Signs. Upon the City’s request, the Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

## **SECTION 10. LIMITED APPLICABILITY.**

The approval of any Working Drawings and Specifications by the Department’s Bureau of Economic Development is for the purpose of this Agreement only and does not constitute the approval required by the City’s Department of Buildings, any other Department Bureau (such as,

but not limited to, the Department's Bureau of Zoning), or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by the Department shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

#### **SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT.**

Subject to the receipt of all necessary Government Approvals, the Developer shall commence construction of the Project no later than twelve (12) months following the Property Closing Date and shall complete the Project, as reasonably determined by the Department and evidenced by a Certificate of Completion, no later than eighteen (18) months following the Property Closing Date. The City shall grant the Developer an additional six (6) months to commence construction of the Project if the Developer demonstrates that it is diligently pursuing permits and/or tenants for the Building. If the Developer requires such an extension, the Project completion date shall also be extended by six (6) months.

The Commissioner shall have discretion to extend the Project construction commencement and completion dates for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Project.

The Project shall be constructed in accordance with all applicable Laws.

#### **SECTION 12. CERTIFICATE OF COMPLETION.**

Upon the later of completion of the Project and the Developer's providing the Department with a copy of the Final Comprehensive No Further Remediation Letter for the Property, the Developer shall request from the City a certificate of completion (the "Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of the Department, for the Developer to take or perform in order to obtain the Certificate of Completion. If the Department requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section 17) with respect to the Developer's obligations to construct the Project. The recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer's covenant to secure a Final Comprehensive No Further Remediation Letter for the Property.

#### **SECTION 13. RESTRICTIONS ON USE.**

The Developer, for itself and its successors and assigns, agrees as follows:

13.1 The Developer shall construct the Project in accordance with the Working Plans and Specifications, this Agreement and all applicable Laws.

13.2 The Developer shall not, in violation of applicable law, discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof, except as permitted by applicable law.

13.3 The Developer shall devote the Property to one or more uses that are consistent with the Plan for so long as the Plan remains in effect.

13.4 The Developer shall devote the Property to one or more uses permitted within Planned Manufacturing District #8 or such other zoning classification that governs the Property.

#### **SECTION 14. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

Prior to the City's issuance of the Certificate of Completion, as provided herein, the Developer may not, without the prior written consent of the Department, which consent shall be in the Department's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or all or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) or any interest therein or the Developer's controlling interests therein (including, without limitation, a transfer by assignment of any beneficial interest under a land trust), except for leases of tenant space in the Building; or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that the Department may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the City's issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of the Department, which consent shall be in the Department's sole and absolute discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

For purposes of this Section 14:

"Appraised Fair Market Value of the Property" means the appraised fair market value of the Property as of a date that is within ninety (90) days of the Developer's proposed closing date for the Proposed Property Sale (as defined below), and which appraisal has been ordered by and paid for by the City; provided, however, that the

Department may consent in writing to the Developer's ordering and/or paying for such appraisal.

"Commencement of Project Construction" occurs when the Developer has satisfied all the following conditions: (i) obtained all permits necessary for the construction of the Project; (ii) begun a continuous program of physical on-site construction; (iii) has obtained financing, equity or a combination of financing and equity sufficient to fund the construction of the Project; and (iv) has entered into a written contract with a general contractor for the construction of the Project that requires the Project to be completed in accordance with the time frames set forth in this Agreement, as such time frames may be amended pursuant to and in accordance with this Agreement.

"Developer Costs" means all costs and expenses incurred by Developer in connection with acquiring and developing the Property, including but not limited to professional fees (such as architectural, engineering, environmental and legal), development expenses such as costs to enroll the Property in the SRP, Governmental Approval fees, financing and equity costs, interest expense, carry costs, insurance, property maintenance costs and property taxes, land acquisition costs and expenses (other than the Purchase Price), hard and soft construction costs, environmental remediation costs and expenses and building commissioning costs.

"Gross Sales Price" means the gross price at which the Developer offers to sell and a purchaser agrees to pay to purchase all or a portion of the Property, without any set-offs or credits.

"Occupant" means an individual or entity that will occupy one hundred percent (100%) or more of the floor space in the Building, as evidenced by a lease or letter of intent, and as reasonably determined by the Department.

"Proposed Property Sale" means the Developer's sale of all or a portion of the Property (i.e., the land, the air rights or both the land and air rights), but excludes any transfer of the Property undertaken in connection with financing the acquisition or improvement of the Property in which Howard Wedren remains a manager of the Developer or successor thereto, and retains at least a fifty percent (50%) direct, indirect or beneficial interest in the Developer or any successor thereto.

The Department's consent to a Proposed Property Sale is also subject to the following:

If the Department consents to a Proposed Property Sale, and the purchaser is not an Occupant OR such Proposed Property Sale is scheduled to close prior to Commencement of Project Construction, then, the Developer shall pay (by cashier's check or certified check) to the City concurrent with the Developer's closing on the Proposed Property Sale an amount equal to fifty percent (50%) of the result of the following equation: (i) minus (ii) minus (iii), where (i) equals the greater of the Gross Sales Price and the Appraised Fair Market Value of the Property, (ii) equals the Purchase Price and (iii) equals the Developer Costs. The result of (i) minus (ii) minus (iii) equals the "Compensation to City for a Pre-

Construction Property Sale". The Developer shall not receive any credit for, or refund of, its Earnest Money or Performance Deposit. The City shall tender its written consent simultaneously with the City's receipt of the Compensation to City for a Pre-Construction Property Sale.

Commencing on the date the City issues the Certificate of Completion, no City consent shall be required for any transfer of the Property or portion thereof.

#### **SECTION 15.           LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the issuance of the Certificate of Completion, the Developer shall not, without the Department's prior written consent, which consent shall be in the Department's sole and absolute discretion, engage in any financing or other transaction which creates a financial encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds related to the Proof of Financing or otherwise necessary to construct the Project in substantial accordance with the Final Project Budget; and (c) after construction, funds necessary to own, maintain and operate the Property and the Project in accordance with the requirements of this Agreement. After the issuance of the Certificate of Completion, no City consent shall be required for any type of financing or other transaction which creates a financial encumbrance or lien on the Property.

#### **SECTION 16.           MORTGAGEES NOT OBLIGATED TO CONSTRUCT**

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate or nominee of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 17. If any such mortgagee, affiliate or nominee succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party (that is not also a mortgagee, its affiliate or nominee), such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 17.

#### **SECTION 17.           COVENANTS RUNNING WITH THE LAND.**

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 11 (Commencement and Completion of Project), Section 13 (Restrictions on Use), and Section 14 (Prohibition Against Transfer of Property) and Section 15 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitations set forth in Section 16 above as to any permitted mortgagee, affiliate or nominee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 11, and Section 13.1 shall terminate upon the issuance of the Certificate of Completion. The covenants contained in Section 13.2 shall remain in effect without limitation as to time. The covenant contained in Section 13.3 shall terminate upon the expiration of the Plan, as such expiration may be amended from time to time in accordance with and pursuant to



applicable law. The covenant contained in Section 13.4 shall terminate upon the expiration of Planned Manufacturing District #8, as such district may be amended from time to time in accordance with and pursuant to applicable law. The covenants contained in Section 14 shall terminate upon the City's issuance of the Certificate of Completion, unless terminated in writing at an earlier date in the sole and absolute discretion of the Commissioner. The covenants contained in Section 15 shall terminate on the date the City issues the Certificate of Completion. All terminations referenced in this Section 17 shall occur as and when set forth herein and shall not require additional City action such as issuance of a release or further authorization by City Council.

## **SECTION 18. PERFORMANCE AND BREACH.**

18.1 Time of the Essence. Time is of the essence in each party's performance of their respective obligations under this Agreement.

18.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, material shortages, and unusually severe weather or delays of contractors or subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within thirty (30) days after the beginning of any such delay.

### 18.3 Breach

- a. Generally. If the Developer defaults in performing its obligations under this Agreement, the City shall deliver written notice of such default, after which the Developer shall have a 45-day cure period to remedy such default. If the default is not capable of being cured within the 45-day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 45-day period, and thereafter diligently prosecutes such cure through to completion, then the 45-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the respective dates as set forth in Section 3 herein, as such dates may have been extended by the Commissioner, in his sole and absolute discretion. Unless the failure to close is due to circumstances described in Section 18.2. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by the dates set forth in Section 3 shall entitle the City to terminate this Agreement.

- b. Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” after written notice from the City (if required):
1. The Developer fails to perform any obligation of the Developer under this Agreement; which default is not cured pursuant to Section 18.3.a.; or
  2. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 18.3.a.; or
  3. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
  4. Except as excused by Section 18.2 above, the Developer abandons or substantially suspends the construction work for a period of time greater than 60 days (no notice or cure period shall apply); or
  5. Unless being contested in good faith by the Developer, the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers’ or mechanics’ lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 18.3(a); or
  6. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or
  7. The Developer’s financial condition or operations adversely change to such an extent that would materially and adversely affect the Developer’s ability to complete the Project, which default is not cured pursuant to Section 18.3.a.; or
  8. The Developer fails to perform, keep or observe any of the other covenants, promises, agreements, or obligations under this Agreement, including but not limited to, the covenants set forth in Sections 13 and 17 herein, or any other written agreement entered into with the City with respect to this Project, which default is not cured pursuant to Section 18.3.a.; or
  9. Failure to close by the Outside RDA Closing Date or the Outside Property Closing Date, as such date may be extended by the

Department in its sole and absolute discretion in accordance with Section 3 of this Agreement; or

10. Failure to commence or completion construction in accordance with the timeframes set forth in Section 11 of this Agreement; or
  11. Failure to timely pay real estate property taxes, which default is not cured pursuant to Section 18.3.a.
- c. Prior to Conveyance. Prior to Property Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided herein, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against the Developer.
- d. After Conveyance. If an Event of Default (other than the Developer's failure to complete the Project within three years of the Property Closing Date) occurs after the Property Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in this Section 18.3, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity. If there is an Event of Default for failure to complete the Project within three years of the Property Closing Date, then the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, revert title to the Property in the City and direct the Title Company to record the Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If title to the Property reverts in the City pursuant to the Right of Reverter, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property (except those permitted by Section 15) during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the Title Company records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that (i) were on title as of the date and time that the City conveyed the Property to the Developer and (ii) utility easements.

Notwithstanding the foregoing to the contrary, prior to the City's exercise of its Right of Reverter, the City shall provide written notice to the Developer of its intent to exercise its Right of Reverter. The City shall grant the Developer an additional period of time such that the Developer has a total of ninety (90) days (from the date of the initial notice of default) to cure the applicable Event of Default, and, if the default is not capable of being cured within such 90-day period, and provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 90-day period, and thereafter

diligently prosecutes such cure through to completion, then the 90-day period shall be extended for the length of time that is reasonably necessary to cure the default.

The City's Right of Reverter shall terminate on the date that is three (3) years after the Property Closing Date.

- e. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

#### **SECTION 19. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

#### **SECTION 20. INDEMNIFICATION.**

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively "Losses") suffered or incurred by the City arising from or in connection with: (1) a Developer Event of Default that has occurred; (2) the failure of the Developer or any of Developer's contractors, subcontractors or agents to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (3) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (4) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 21 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City; provided, however, the Developer shall have no obligation to indemnify the City for Losses to the extent such Losses are caused by the City or its agents. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 21. ENVIRONMENTAL MATTERS.**

21.1 “AS IS” SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN ITS “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK (AS DEFINED BELOW) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE. “Environmental Remediation Work” shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

21.2 Right of Entry. During the Due Diligence Period, the City shall grant the Developer the right, at its sole cost and expense, to enter the Property pursuant one or more right of entry agreements to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property. The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property; provided, however, that such delivery shall not be deemed to be a representation or warranty as to the accuracy or completeness of any such report.

21.3 Environmental Remediation. The Developer shall enroll the Property in the SRP and undertake all remediation work that may be needed on the Property promptly after the Property Closing in order to obtain a Final Comprehensive No Further Remediation Letter, and obtain such Final Comprehensive No Further Remediation Letter. The contractors selected by the Developer, and the terms of the contract (“Remediation Contract”) must be approved by the City, which approval shall not be unreasonably withheld, prior to the commencement of any remediation work on the Property. The Developer shall be solely responsible for all site preparation costs, including, but not limited to, the removal of soil, pre-existing building

foundations, soil exceeding the IEPA's Tiered Approach to Cleanup Objectives for the proposed uses of the Property, and demolition debris, and the removal, disposal, storage, remediation, removal or treatment of Hazardous Waste (as defined in Section 21.6) from the Property.

The City, acting through its Department of Fleet and Facility Management, and any successor department thereto ("DFFM") shall have the right to review and approve the Draft No Further Remediation Letter (the "Draft NFR Letter").

After DFFM approves the Draft NFR Letter, the Developer covenants and agrees to complete all investigation, removal, response, disposal, remediation and other activities ("Remediation Work") necessary to obtain (as applicable) a Final Comprehensive No Further Remediation Letter from the IEPA approving the use of the Property for the Project, based on the Draft NFR Letter ("Final NFR Letter"). The Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "SRP Documents") and any changes thereto. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work and any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all SRP Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work.

The Developer acknowledges and agrees that the City will not issue a Certificate of Completion or a Certificate of Occupancy for the Project until the IEPA has issued, and the City has approved, a Final Comprehensive NFR Letter for the Property.

The Developer must abide by the terms and conditions of the Final NFR letter.

**21.4 Release and Indemnification.** The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which the Developer ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Property Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or

about the Property or the migration of Hazardous Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Property Closing Date.

21.5 Release Runs with the Property. The covenant of release in Section 21.4 above shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 21.4 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

21.6 Joint Order Escrow Agreement. On the Property Closing Date, the Developer, the City and the Title Company shall have executed a joint order escrow agreement, substantially in the form attached hereto as Exhibit D (the "Joint Order Escrow Agreement"). The Developer shall deposit into the escrow account Three Hundred Fifty Thousand Dollars (\$350,000). The Developer acknowledges that the funds in the escrow account shall be used solely to reimburse the Developer for (a) the "Incremental Costs" (as defined below) the Developer has incurred for the removal (including, excavation, transportation and disposal), storage, remediation, or treatment of "Hazardous Waste" (as defined below) from the Property and (b) the "Geotechnical Costs" (as defined below) the Developer has incurred as part of the construction of the Project. The Developer acknowledges that the City will not pay for any Geotechnical Costs or for the removal (including, excavation, transportation and disposal), storage, remediation or treatment costs associated with any material from the Property, including any material meeting regulatory criteria of Hazardous Waste, and (ii) the Developer is solely responsible for all Geotechnical Costs and the removal (including, excavation, transportation and disposal), storage, remediation

or treatment costs associated with material meeting regulatory criteria of Hazardous Waste, even if those costs exceed Three Hundred Fifty Thousand Dollars (\$350,000). Any funds remaining in the joint order escrow account following the Escrowee's payment from the escrow account of the Geotechnical Costs and the Incremental Costs shall be paid to the City. The Developer shall pay all escrow fees.

"Geotechnical Costs" means those hard costs the Developer incurs for the installation of any foundation system (excluding slab-on-grade) for the construction of the Project, including any spoils removal and disposal resulting from such installation, but specifically excluding any consulting, professional and legal costs and fees or other expenses.

"Hazardous Waste" means and includes (a) a characteristic waste, which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (b) any other material, substance or waste that must be removed or remediated in order for the Developer to obtain the Final NFR Letter required for the Property, and (c) underground storage tanks and related petroleum contaminated soils limited only to material exceeding soil saturation limits or material meeting RCRA hazardous waste criteria. Notwithstanding the preceding sentence, in no event shall "Hazardous Waste" mean and include any material, substance or waste removed from the Property that, due to the historical depositing of debris, rubble, ash, and fill materials after the Chicago Fire in the South Loop and in other portions of the City, has led to historically-elevated background levels of elements such as arsenic and lead, and elevated background levels for PNAs and other substances in such areas. Similarly, no costs associated with disposing of materials, substances or wastes containing such elevated background levels shall be included as "Incremental Costs" (as defined below). DFFM, in consultation with the Developer's environmental consultant, shall cooperate in reviewing removal and remediation measures and records to determine when and to what extent such elevated background levels are present in any applicable material, substance or waste for purposes of such "Hazardous Waste" and "Incremental Cost" determinations.

"Incremental costs" refers to the difference in costs, if any, between (i) the removal (including, excavation, transportation and disposal), storage, remediation and treatment costs for Hazardous Wastes that the Developer incurs and (ii) the costs for performing similar work had the Property not contained Hazardous Wastes. Such costs must be based on the Developer's actual costs, identified in a contract and verified by actual receipts, with no markup by the Developer for these costs. For example, if the cost for disposing of the Hazardous Waste on the Property was \$10 and the cost of disposing of the same quantity of material from the Property had it not been Hazardous Waste was \$8, then the incremental costs for the disposal of such material is \$2. "Incremental Costs" specifically excludes any costs relating to investigation, sampling, monitoring and testing related to disposal of potential or actual "Hazardous Waste" and future testing related to environmental remediation approved by city, state or federal environmental agencies, and any consulting, professional and legal costs and fees or other expenses. The Developer shall have no obligation to perform any removal, storage, remediation or treatment prior to the Property Closing Date.

21.7 Survival. This Section 21 shall survive the Property Closing Date or any termination of this Agreement (regardless of the reason for such termination).



## **SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

22.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2 160 010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all print solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 22.1, shall cooperate with and promptly and accurately respond to reasonable inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate

operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 22.1 shall be a basis for the City to pursue remedies under the provisions of Section 18.

22.2 City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2 92 330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of Developer or an Employer and that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(a) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2 92 330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(b) “Actual residents of the City of Chicago” shall mean persons domiciled within the City of Chicago. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

(c) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

(d) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH 347 or equivalent) to the Department in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee’s name.

(e) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, the Department, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(f) At the direction of the Department, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(g) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 22.2 concerning the worker hours performed by actual Chicago residents.

(h) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 22.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 22.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Final Project Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(i) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(j) The Developer shall cause or require the provisions of this Section 22.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

22.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of

this Section 22.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women owned businesses.

(b) For purposes of this Section 22.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a “contractor” and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a “contract” or a “construction contract” as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term “minority-owned business” or “MBE” shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term “women-owned business” or “WBE” shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer’s MBE/WBE commitment may be achieved in part by the Developer’s status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer’s MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of the Department.

(d) The Developer shall deliver quarterly reports to the City’s monitoring staff describing its efforts to achieve compliance with this MBE/WBE commitment. Such

reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 22.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

22.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with the Department monitoring staff regarding compliance with all Section 22 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 22, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 22 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 22, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (w) issue a written demand to the Developer to halt construction of the Project, (x) withhold any further payment of any City funds to the Developer or the

general contractor, or (y) seek any other remedies against the Developer available at law or in equity.

## **SECTION 23. REPRESENTATIONS AND WARRANTIES.**

23.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement, as of the RDA Closing Date and as of the Property Closing Date, the following shall be true and correct in all respects:

- a. The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.
- b. All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.
- c. The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.
- d. To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (a) affect the ability of the Developer to perform its obligations hereunder; or (b) materially affect the operation or financial condition of the Developer.
- e. To the best of the Developer's knowledge, the Project will not violate: (a) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (b) any building permit, restriction of record or other agreement affecting the Property.

23.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein, and the person signing this Agreement on behalf of the City has the authority to do so.

23.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 23 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

**SECTION 24. PROVISIONS NOT MERGED WITH DEED.**

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

**SECTION 25. HEADINGS.**

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

**SECTION 26. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

**SECTION 27. SEVERABILITY.**

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**SECTION 28. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile transmission, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street  
Room 1000 City Hall  
Chicago, Illinois 60602  
Attn: Commissioner  
Fax: 312-744-5892

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602

Attn: Real Estate Division  
Fax: 312-742-0277

If to the Developer:

41 Venture LLC  
350 West Hubbard Street, Suite 222  
Chicago, Illinois 60654  
Attn: Howard Wedren  
Fax: \_\_\_\_\_

With a copy to:

Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
Attn: Andrew Scott  
Fax: (312) 627-2302

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

#### **SECTION 29. SUCCESSORS AND ASSIGNS.**

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

#### **SECTION 30. TERMINATION.**

In the event that a closing has not occurred by the applicable outside closing date, or any extensions thereof in the Department's sole and absolute discretion or notice and cure period, then the City may terminate this Agreement upon written notice to the Developer.

#### **SECTION 31. RECORDATION OF AGREEMENT.**

The Developer shall record, or cause the Title Company to record, this Agreement at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

#### **SECTION 32. CONSENT AND APPROVAL.**

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.



### **SECTION 33. OTHER ACTS**

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

### **SECTION 34. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

### **SECTION 35. PATRIOT ACT CERTIFICATION.**

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

### **SECTION 36. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 2011-4.**

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement)

("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) May 16, 2011, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole and absolute discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for

materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and
3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
5. two of the following four conditions exist for the partners:
  - a. The partners have been residing together for at least 12 months.
  - b. The partners have common or joint ownership of a residence.
  - c. The partners have at least two of the following arrangements:
    - i. joint ownership of a motor vehicle;
    - ii. a joint credit account;
    - iii. a joint checking account;
    - iv. a lease for a residence identifying both domestic partners as tenants.
  - d. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

#### **SECTION 37. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

#### **SECTION 38. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

## **SECTION 39. 2014 CITY HIRING PLAN.**

(i) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (as amended, the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(iv) In the event of any communication to Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (the “OIG”), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by the OIG.

## **SECTION 40. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

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

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

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

**41 VENTURE LLC**,  
an Illinois limited liability company

By: \_\_\_\_\_  
Howard Wedren  
Sole member

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Howard Wedren, personally known to me to be the sole member of 41 Venture LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said company, as her/his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**(sub) EXHIBIT A TO REDEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

(Subject to final title commitment and survey)

[To come]

PINs: 20-04-106-003, -005, -006 and -007

Commonly known as: 4001-59 South Halsted Street, Chicago, Illinois 60661



**(sub) EXHIBIT B TO REDEVELOPMENT AGREEMENT**

**NARRATIVE DESCRIPTION OF PROJECT**

Developer to develop a minimum 40,000 sq. ft., industrial facility, parking and landscaping as per plans and City code, designed to accommodate up to two (2) tenants. The construction will be tilt-up, pre-fab concrete panels, engineered steel or insulated panels, depending on the future user, with minimum 24' ceilings, six (6) exterior docks, two (2) drive-in doors, parking for thirty-four (34) cars and, in accordance with the City's Stormwater Management Ordinance, a 10,000 sq. ft. detention pond. Automobile access will be from Halsted Street and truck access from Emerald Avenue. The project is expected to create a minimum of fifteen (15) jobs and approximately fifty-five (55) temporary construction jobs, but such projections do not impose any obligations on the Developer or occupants of the Building to create and/or maintain such jobs. The development will exceed the requirements of the City's Stormwater Management ordinance (Municipal Code of Chicago, Chapter 11-18) by twenty percent (20%) per the City's Sustainability Development Policy. The Project may or may not include tenant build out of the Building, and the Developer's obligations pursuant to this Agreement shall not be deemed to include any such build out.

**(sub) EXHIBIT C TO REDEVELOPMENT AGREEMENT**

**WORKING DRAWINGS AND SPECIFICATIONS**

[Attached]

**PROJECT DATA:**

**SITE AREA:**  
 GROSS: 2.28 AC (98,520 SF)  
 NET: 2.04 AC (88,650 SF)  
 (LESS SLOPES, DETENTION)  
 DETENTION AT 10.0%

**BUILDING AREA:** 56,160 SF

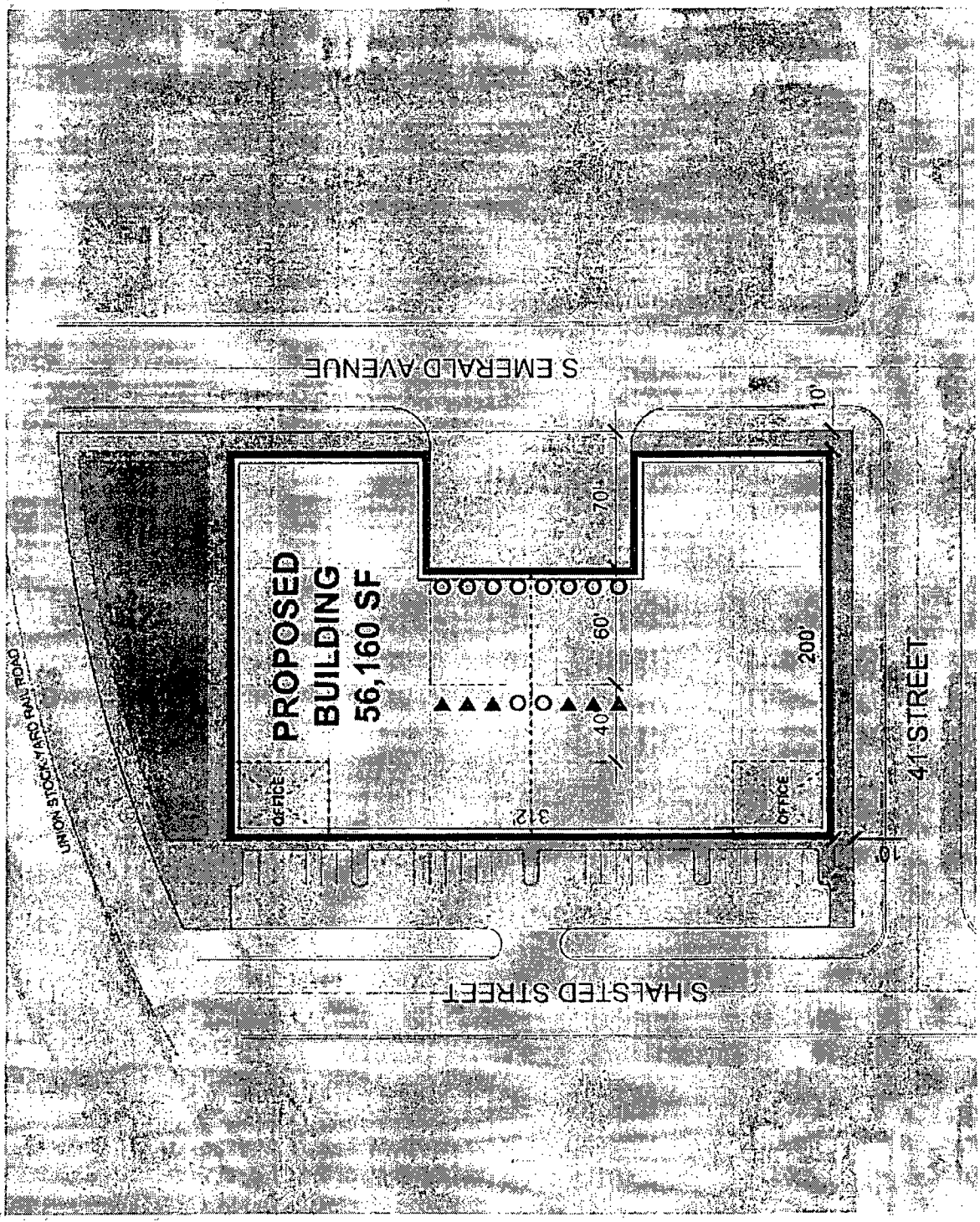
**F.A.R.:** 0.63 (NET)

**INTERIOR DOCK DOORS:** 6 POSITIONS  
**DRIVE-IN DOORS:** 2 POSITIONS

**AUTO PARKING:** 34 STALLS  
 (8x18')

**SITE LEGEND:**

- ◄ DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR



Consultant's Site Plan

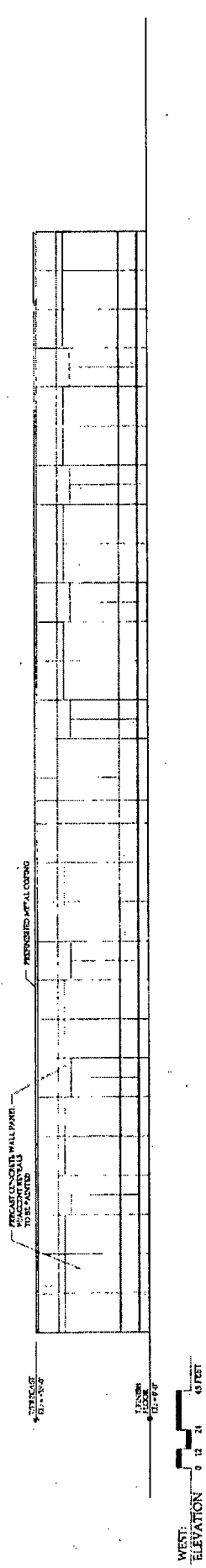
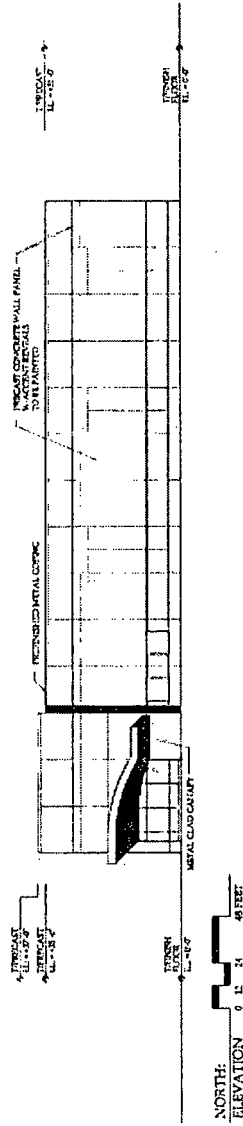
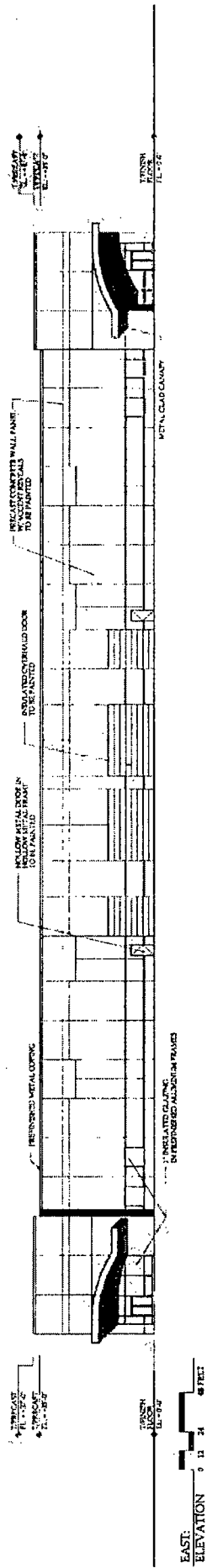
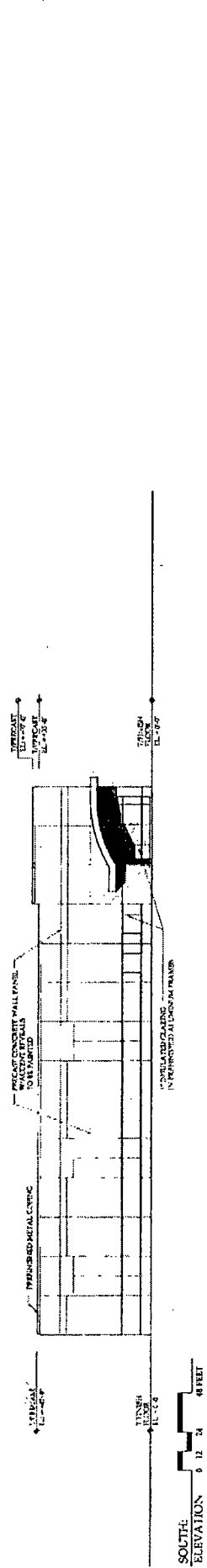
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 Character Time

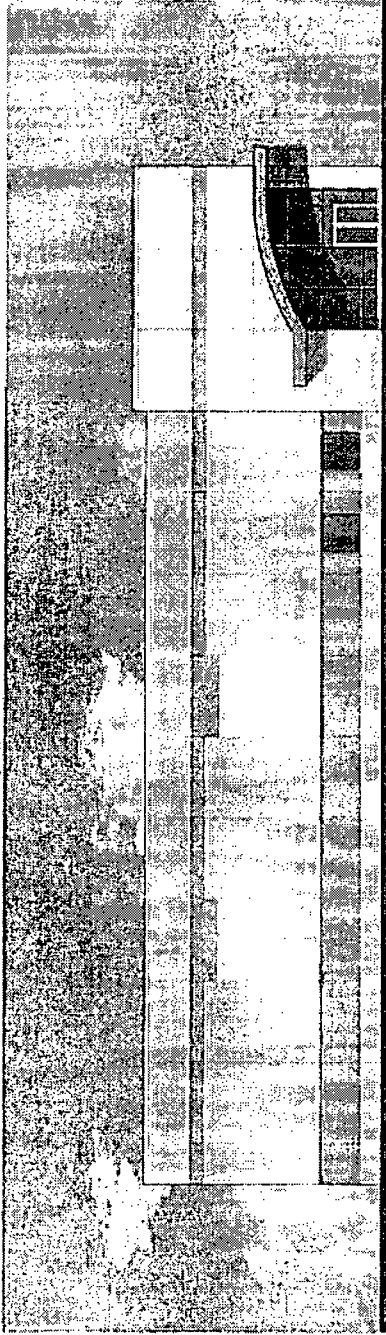
Sheet 01

**DAYTON STREET PARTNERS LLC**  
 COMMERCIAL REAL ESTATE INVESTMENT DEVELOPMENT

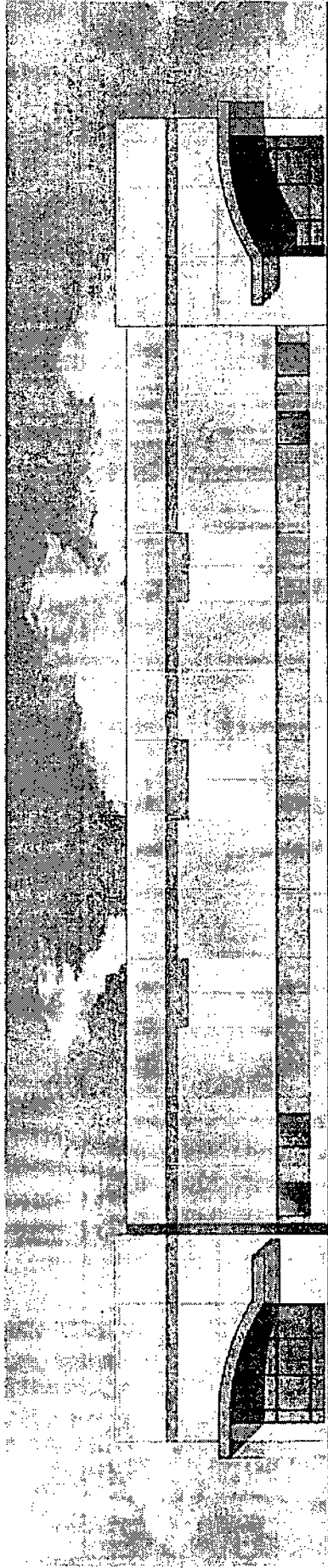
**WARE MALCOMB**

CONSULTING ENGINEER





SOUTH ELEVATION  
0 1 2 3 FEET

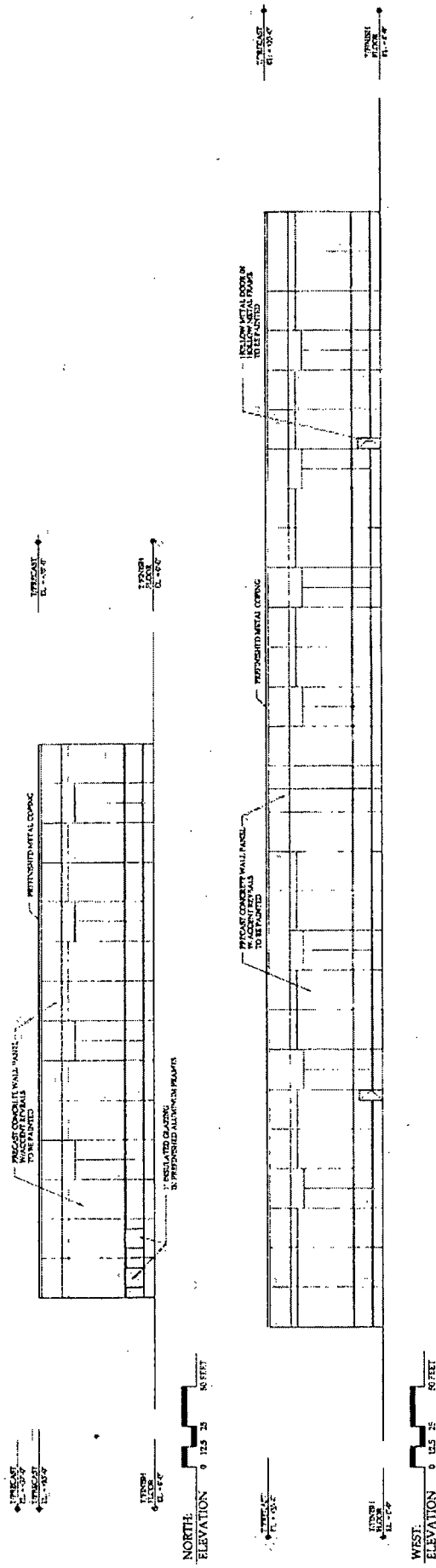
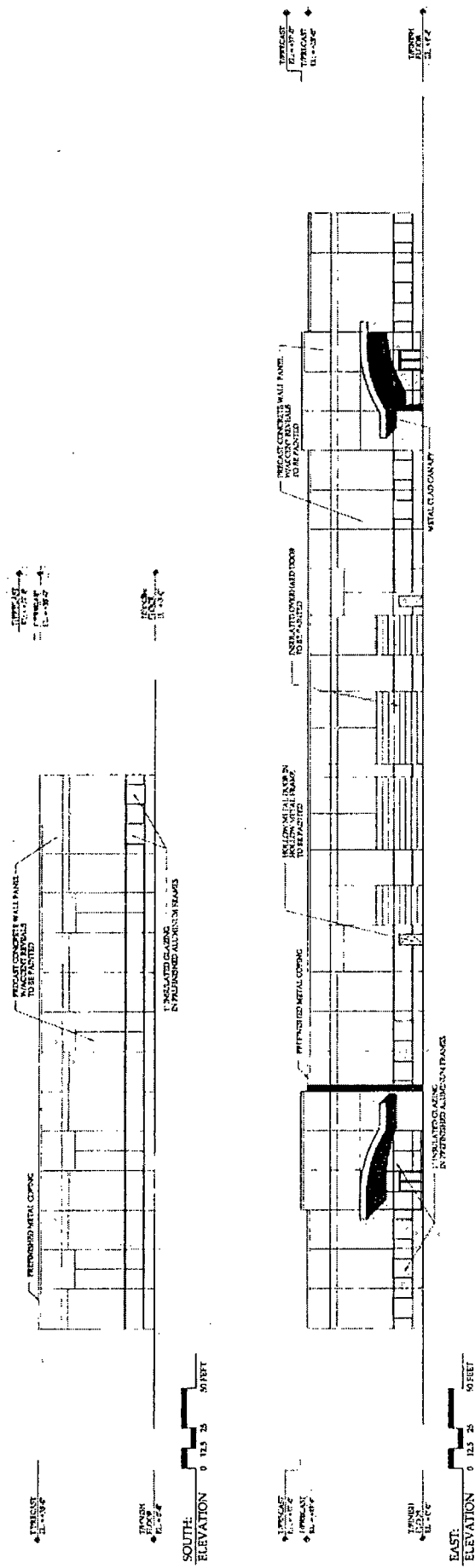


EAST ELEVATION  
0 1 3 16 FEET

# PROPOSED ELEVATIONS A

CHICAGO, ILLINOIS

JUNE 5, 2007 #07005



**(sub) EXHIBIT D TO REDEVELOPMENT AGREEMENT**

**JOINT ORDER ESCROW AGREEMENT**

[Attached]

## JOINT ORDER ESCROW AGREEMENT

Escrow No. \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_ ("Escrowee")

Parties: (a) 41 VENTURE LLC, an Illinois limited liability company ("Developer")

(b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City")

1. The accompanying Three Hundred Fifty Thousand Dollars (\$350,000) is deposited with Escrowee and shall be used solely to reimburse Developer for "Geotechnical Costs" and for the "Incremental Costs" for costs incurred by Developer for the removal, disposal, storage, remediation, or treatment of "Hazardous Waste" from the "Property," as defined in, and determined and otherwise governed by the Agreement for the Sale and Redevelopment of Land between Developer and the City of Chicago, dated \_\_\_\_\_, 20\_\_ (the "RDA"). The Property is legally described in the attached Exhibit 1 and commonly known as 4001-59 South Halsted Street, Chicago, Illinois.

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) Howard Wedren, in his capacity as the sole member of Developer, or his duly authorized designee and (2) John Molloy, in his capacity as Economic Development Coordinator, City of Chicago, Department of Planning and Development ("Department"), or any Deputy Commissioner, Managing Deputy Commissioner, or Commissioner of Department. That written order must be substantially in the form of Exhibit 2 attached hereto. With respect to Incremental Costs, the joint order shall be accompanied by a written statement from \_\_\_\_\_ [environmental consultant], the Developer's environmental consultant, in substantially the form of Exhibit 3 attached hereto, which statement shall be attached to the joint order.

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings given by any of the parties to this Agreement, or by any other person or corporation, but Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall have a lien on the escrow funds for any and all costs and attorney's fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for an account thereof out of said escrow funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.



4. In no case shall escrow funds be surrendered except on a joint order signed by Developer and the City or their respective legal representatives or successors or as directed pursuant to Section 2 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorney's fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorney's fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the RDA, or any agreement by and between Developer and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. At the Developer's sole option, the escrow may be invested in an interest-bearing account ("Account"), upon separate written instruction with a completed W-9. Any change in the manner of investment shall be requested by a joint written and signed order of Developer and the City. Escrowee shall, upon written request, furnish information concerning its procedures, rates and fee schedules for investments. It is understood by the parties to this Agreement that Escrowee is not responsible for any loss of principal or interest which may be incurred as a result of making or redeeming investments pursuant to the written directions of Developer and the City.

8. Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

9. The fee for establishing the escrow is \$\_\_\_\_\_, payable by Developer at the time the escrow funds are deposited. An annual fee of \$\_\_\_\_\_ will be due from Developer for each year (or part thereof) the Escrow remains open (with any part of the deposit not disbursed) after \_\_\_\_\_, 20\_\_\_\_. Wire transfer or overnight delivery fees will be assessed at the rate of \$\_\_\_\_\_ each. The investment fee for the escrow deposit will be \$\_\_\_\_\_ and \$\_\_\_\_\_ for each partial disbursement from the initial investment. Fees not paid within thirty (30) days of invoicing may be deducted from the deposit held by the Escrowee without further notice to the parties.

10. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Developer and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Developer and the City in a joint written and signed order. If Developer and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.

11. This Agreement shall terminate upon the earlier of: (1) Escrowee's receiving notice from both Developer and the City that all Environmental Remediation Work (as defined in Section 22.1 of the RDA) has been completed; or (2) Escrowee's receiving notice from the City that a default has occurred under the RDA and not been cured within cure period provided for under Section 19.3 of the RDA; or (3) when all the escrow funds have been disbursed. On termination, all remaining escrow funds, if any, and accumulated interest on the escrow funds shall be paid to the City.

12. Any notice which the Parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, overnight courier or telecopier transmission with confirmation following by first class mail:

Developer:  
41 Venture LLC  
350 West Hubbard Street, Suite 222  
Chicago, Illinois 60654  
Attn: Howard Wedren  
FAX: \_\_\_\_\_

City:  
Department of Planning and Development  
City Hall, Room 1000  
121 North LaSalle Street  
Chicago, IL 60602  
FAX: 312-742-9899  
Attention: John Molloy, Economic Development Coordinator

Escrowee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Tel: 312- \_\_\_\_\_

FAX: 312- \_\_\_\_\_

E-mail: \_\_\_\_\_

41 VENTURE LLC

CITY OF CHICAGO

\_\_\_\_\_  
By: Howard Wedren, sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ESCROWEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**(sub) EXHIBIT 1 to Joint Order Escrow Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

[To come]

PINs: 20-04-106-003, -005, -006 and -007

Commonly known as: 4001-59 South Halsted Street, Chicago, Illinois 60661

**(sub) EXHIBIT 2 to Joint Order Escrow Agreement**

Disbursement Direction

I, \_\_\_\_\_, the \_\_\_\_\_ of Developer, hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

I, John Molloy, Economic Development Coordinator of the City of Chicago Department of Planning and Development, hereby authorize the Disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_

City of Chicago, acting by and through its  
Department of Planning and Development

By: \_\_\_\_\_

John Molloy  
Economic Development Coordinator

**(sub) EXHIBIT 3 to Joint Order Escrow Agreement**

The undersigned has served as the environmental consultant to the Developer and hereby certifies that the accompanying joint written order seeks funds to reimburse the Developer for "Incremental Costs" incurred by Developer for the removal, disposal, storage, remediation, or treatment of "Hazardous Waste" from the "Property," as defined in, and determined and governed by, the Agreement for the Sale and Redevelopment of Land between Developer and the City of Chicago, dated \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_ [environmental consultant]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

YI Venture LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant  
OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_  
OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party:

350 West Hubbard Street  
Chicago IL 60654

C. Telephone: 312.917.1200

Fax: \_\_\_\_\_

Email: howard@daytonstreetHC.com

D. Name of contact person:

Howard Weder

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Merrett estate acquisition of a City owned land site  
at 4001 South Halsted  
G. Which City agency or department is requesting this EDS? Planning + Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |                                                                   |                                                               |
|-------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Person                                   | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

IL

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

Howard W. W. W.

MANAGER

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

| Name         | Business Address                                    | Percentage Interest in the Disclosing Party |
|--------------|-----------------------------------------------------|---------------------------------------------|
| Harold Weber | 350 W. Hubbard St<br>Suite 222<br>Chicago, IL 60654 | 100%                                        |

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

| Name (indicate whether retained or anticipated to be retained) | Business Address | Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "l.b.d." is not an acceptable response. |
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

|                        |                                     |     |  |
|------------------------|-------------------------------------|-----|--|
| Andrew Scott H. Dylken | 10 S. Wacker #1300 Chicago IL 60606 | AH7 |  |
|------------------------|-------------------------------------|-----|--|

\$25,000 (EST)

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes

[X] No

[ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes

[ ] No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- c. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

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#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☒ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

✓ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

##### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

41 Venture LLC  
(Print or type name of Disclosing Party)

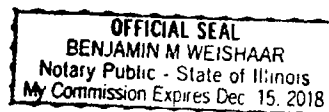
By: [Signature]  
(Sign here)

Howard Wedra  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) March 23, 2015  
at Cook County, Illinois (state).

[Signature] Notary Public.  
Commission expires: 12/15/18



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☐ No

☒ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**



# City of Chicago



O2015-3240

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                           |
|---------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                                 |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                           |
| <b>Type:</b>                    | Ordinance                                                                                                 |
| <b>Title:</b>                   | Repeal of previously passed land sale for property at 216-218 S Kilbourn Ave and 4500-4506 W Jackson Blvd |
| <b>Committee(s) Assignment:</b> | Committee on Housing and Real Estate                                                                      |



HSG.

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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 repeal of a previously passed land sale.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



CHAPTER 20

20

## **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 of Chicago (the "City Council") on March 8, 1993 and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 29393 – 29394 and 29407 - 29409 (the "1993 Ordinance") the City, by and through its Department of General Services, now known as the Department of Fleet and Facility Management ("Department"), authorized the conveyance of City property located at 216-218 South Kilbourn Avenue/4500 – 4506 West Jackson Boulevard, Chicago, Illinois ("Property"), as such Property is legally described on **Exhibit A** attached hereto and made a part hereof, to the Nubian Achievement Academy Organization ("Developer"); and

**WHEREAS**, there is no record of the City issuing a deed ("Deed") to the Developer for conveyance of the Property, nor is there any public record of such Deed being recorded against the Property evidencing the conveyance of the Property to Developer; and

**WHEREAS**, the Developer has made no contact with the City since 1993 and further the Property remains in the City's inventory now controlled by the Department of Planning and Development ("DPD"); and

**WHEREAS**, DPD has determined that it is in the best interests of the City to repeal the 1993 Ordinance; now therefore,

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

**SECTION 1.** The aforesaid 1993 Ordinance authorizing the sale of the Property to the Developer is hereby repealed in its entirety.

**SECTION 2.** The Department of Planning and Development is hereby authorized to re-offer the Property for sale in accordance with the DPD standard procedures.

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

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

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 22, 23, AND 24 IN BLOCK 7 IN D.S. PLACES ADDITION TO CHICAGO, A  
SUBDIVISIONS OF THE EAST 3 QUARTERS OF THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 216-218 South Kilbourn Avenue/4500 – 4506 West Jackson Boulevard,  
Chicago, Illinois

Property Index Number: 16-15-114-031-0000





# City of Chicago



O2015-2687

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                               |
|---------------------------------|---------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                     |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                               |
| <b>Type:</b>                    | Ordinance                                                     |
| <b>Title:</b>                   | Establishment of "Reparations for Burge Torture Victims" fund |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                          |

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

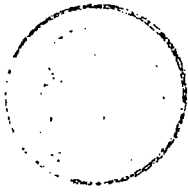
Ladies and Gentlemen:

At the request of the Corporation Counsel, I transmit herewith an ordinance establishing the Reparations Fund for Burge Torture Victims.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



## **ORDINANCE**

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

#### **SECTION 1 - TITLE.**

This ordinance shall be known as the “Reparations for Burge Torture Victims” Ordinance.

#### **SECTION 2 - DEFINITIONS.**

As used in this Ordinance, the following definitions shall apply:

“Burge victim” or “victim” means any individual with a credible claim of torture or physical abuse by Jon Burge or one of the officers under his command at Area 2 or Area 3 Police Headquarters between May 1, 1972 and November 30, 1991.

“Credible claim” means a credible claim of torture or physical abuse by Jon Burge or one of the officers under his command at Area 2 or Area 3 Police Headquarters between May 1, 1972 and November 30, 1991.

“CTJM” means the Chicago Torture Justice Memorials organization.

“Fund” means the Reparations Fund for Burge Torture Victims established by this Ordinance.

#### **SECTION 3 - REPARATIONS – SUBSTANTIVE PROVISIONS.**

(a) *Fund established – Per capita amount.* The City of Chicago shall establish a Fund of \$5.5 million, which shall be known as the Reparations Fund for Burge Torture Victims. Each individual with a credible claim, which shall be determined using the criteria set forth in subsection (b), shall receive no more than \$100,000.00 in financial reparations, which shall be paid from such Fund. Provided, however, that if an individual with a credible claim has already received compensation (such as by settlement of his or her claim(s) arising out of the torture or physical abuse), such individual shall receive up to \$100,000.00 minus the amount of the prior compensation. Provided further, that if the Fund is insufficient to pay each individual with a credible claim \$100,000.00 (less any prior compensation), eligible claimants will receive a proportionate share of the Fund. Proportionate shares shall be determined by dividing the total amount in the Fund by the total number of eligible claims (with each claim that was reduced by any prior compensation counted as a fraction of a claim, the numerator of which is the amount of the reduced claim and the denominator of which is \$100,000.00). Payments from the Fund shall commence after all eligible claims have been determined.

(b) *Eligibility for financial reparations.* Except as otherwise provided in paragraph (2) of subsection (f), any Burge victim is eligible for financial reparations. Criteria to be considered when

determining whether a claim is a credible claim include: (1) when and under what circumstances the claim of torture or physical abuse was first made or reported to someone, (2) the consistency of the claim over time, and (3) any credible affirmative proof rebutting the claim; provided, however, that denials by Jon Burge or other officers who have invoked the Fifth Amendment in response to questions about police torture or physical abuse shall not be considered affirmative rebuttal proof. Using these criteria, if an individual is deemed to have a credible claim, he or she shall be entitled to financial reparations in the manner provided in this Ordinance. The nature and severity of the torture or physical abuse and the claimant's guilt or innocence of the underlying crime shall not be considered when determining either eligibility for or the amount of financial reparations.

(c) *Deceased victims.* The heirs or estate of a deceased Burge victim shall not be eligible for financial reparations from the Fund.

(d) *Process for determining eligibility for reparations.* Within 45 days of the effective date of this Ordinance, CTJM will provide the City with a list of individuals whom CTJM has determined: (1) are eligible Burge victims, and (2) wish to apply for financial reparations. Within 45 days of receiving CTJM's list, and after consultation with CTJM attorneys, the City will specify the individuals on CTJM's list whom the City agrees have a credible claim. Those individuals whom both CTJM and the City agree have a credible claim shall be entitled to financial reparations from the Fund.

(e) *Dispute resolution.* If CTJM and the City do not agree that an individual on CTJM's list has a credible claim, such individual is entitled to seek review of the matter before an independent third party arbitrator ("arbitrator") agreed upon by CTJM and the City. Proceedings before the arbitrator shall be informal, non-adversarial, and expedited. The City, CTJM, and the claimant and/or the claimant's chosen representative each shall have an opportunity to briefly state why they contend the claimant is or is not eligible for financial reparations, applying the criteria set forth in subsection (b), and to present documentary evidence in support of his or her claim. The arbitrator shall promptly decide whether the claimant has a credible claim, and the arbitrator's decision shall be final and binding. The City and CTJM shall work together to identify an arbitrator willing to perform these services pro bono.

(f) (1) *Notice.* Except as otherwise provided in paragraph (2) of this subsection (f), notice of the financial reparations provided for by this Ordinance shall be posted on the City of Chicago's website for a 30-day period commencing on the effective date of this Ordinance. Burge victims shall be given 60 days thereafter to file a claim, in the manner provided for in the claim form required under this subsection (f)(1), requesting financial reparations.

Claims shall be made on a claim form to be agreed upon by the City and CTJM and posted on the City's website. At a minimum, the claimant shall be required to provide: (i) his or her name and contact information; (ii) the details of the alleged torture or physical abuse, including the date, location, and nature of the torture or physical abuse; (iii) the names of the individual(s), if known, who committed the torture or physical abuse; (iv) any documentary evidence supporting the claim of

torture or physical abuse, including evidence that reveals when the claim was first made; and, (v) if the claim of torture or physical abuse is being made for the first time, an explanation for the delay in making such claim.

(2) *Compliance contingency.* The City's legal obligation to comply with paragraph (1) of this subsection (f) is contingent upon CTJM identifying an independent third party, who is willing to work pro bono, to determine whether any claimants not previously identified by CTJM as Burge victims are eligible to receive financial reparations using the criteria set forth in this Ordinance. A determination by such independent third party that a claimant is not eligible for financial reparations under this Ordinance shall be final and binding. A determination by such independent third party that a claimant is eligible for financial reparations under this Ordinance shall be subject to review by CTJM and by the City. If CTJM and the City do not agree that a claimant has a credible claim of torture or physical abuse, the dispute resolution process set forth in subsection (e) of this Ordinance shall apply.

(g) *Waiver.* As a precondition to receiving financial reparations, all eligible claimants shall sign a written waiver and release of any future claims, losses, damages, or expenses, including attorneys' fees and costs, in any way arising out of or relating to the alleged torture or physical abuse.

(h) *Reversion of Fund monies to the City.* Payment of financial reparations provided for in this Ordinance shall not exceed \$5.5 million. In the event that any monies remain in the Fund after all individuals with a credible claim have received reparations as provided for in this Ordinance, such remaining monies shall revert to the corporate fund of the City.

**SECTION 4.** This Ordinance shall take full force and effect upon its passage and approval.





# City of Chicago



R2015-256

Office of the City Clerk

## Document Tracking Sheet

|                                 |                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | 4/15/2015                                                                                         |
| <b>Sponsor(s):</b>              | Emanuel (Mayor)                                                                                   |
| <b>Type:</b>                    | Resolution                                                                                        |
| <b>Title:</b>                   | Call for reparations for victims and family members affected by law enforcement torture and abuse |
| <b>Committee(s) Assignment:</b> | Committee on Finance                                                                              |

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 15, 2015

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

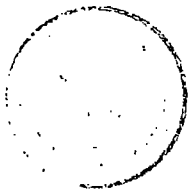
Ladies and Gentlemen:

At the request of the Corporation Counsel, I transmit herewith a resolution regarding reparations for Burge torture victims.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

Mayor



## **RESOLUTION**

**WHEREAS,** In a career spanning more than twenty years, Jon Burge rose to the rank of Commander in the Chicago Police Department before he was fired in 1993 for torturing a confession from a murder suspect. More than 100 African-American arrestees who were detained by the Chicago Police Department between 1972 and 1991 have accused Burge or police officers working under his command of engaging in acts of torture and physical abuse. In 2010, Burge was convicted on charges of perjury and obstruction of justice for denying that he had engaged in or was aware of the torture or physical abuse of suspects; and

**WHEREAS,** The City Council wishes to acknowledge this exceedingly sad and painful chapter in Chicago's history, and to formally express its profound regret for any shameful treatment of our fellow citizens that occurred; and

**WHEREAS,** The City Council recognizes that words alone cannot adequately convey the deep regret and remorse that we and our fellow citizens feel for any harm that was inflicted by Burge or the officers under his command. And yet, words do matter. For only words can end the silence about wrongs that were committed and injustices that were perpetrated, and enable us, as a City, to take the steps necessary to ensure that similar acts never again occur in Chicago; and

**WHEREAS,** The apology we make today is offered with the hope that it will open a new chapter in the history of our great City, a chapter marked by healing and an ongoing process of reconciliation; and

**WHEREAS,** Just as a wrongful act followed by an apology, forgiveness and redemption is part of the shared human experience, so too is the widely held belief that actions speak louder than words; and

**WHEREAS,** For this reason, the City of Chicago wishes, in some tangible way, to redress any harm that was suffered at the hands of Jon Burge or his subordinates by extending to those individuals who have a credible claim of torture or physical abuse ("Burge victims") and to the members of their immediate family, and, in some cases, to their grandchildren, a variety of benefits. These benefits may include, among other things, free tuition at the City Colleges of Chicago and free access to the specialized job training and certification programs offered there; specialized psychological, family, substance abuse and other counseling services at a convenient South Side location; job placement in programs offered by the City and its sister agencies for formerly incarcerated individuals; and prioritized access to applicable support services and programs currently offered by city departments. The City-provided services and programs to which Burge victims will receive prioritized access may include workplace re-entry support and job training and placement, counseling, assistance for food, housing and transportation, one-on-one case management at Community Re-Entry Support Centers and Community Service Centers, and access to senior care services and resources provided by the Department of Family and

Support Services; health services programs coordinated by the Department of Public Health; and small business assistance programs administered by the Department of Business Affairs and Consumer Protection; and

**WHEREAS**, Because education about the mistakes of the past is essential to laying claim to a future that is free of racism, discrimination, inequality and cruelty, the City of Chicago plans to work with Chicago Torture Justice Memorials, an advocacy organization committed to honoring and seeking justice for survivors of Chicago police violence, to construct a permanent memorial to the Burge victims; and, beginning in the 2015-2016 school year, the Chicago Public Schools will incorporate into its existing U.S. history curriculum for eighth-grade and tenth-grade students a lesson about the Burge case and its legacy; and

**WHEREAS**, It is the sincere hope of this great City that the process of repair, renewal and reconciliation that we affirm today will help to restore the trust of all Chicagoans in the decency and fairness of their municipal and county governments, including their law enforcement agencies; now, therefore,

**BE IT RESOLVED**, That we, the Mayor and Members of the City Council of the City of Chicago, on behalf of all Chicagoans—

- (1) acknowledge and condemn, as evil and reprehensible, any acts of torture and abuse inflicted upon the Burge victims; and
- (2) apologize to the Burge victims for these horrific and inexcusable acts; and
- (3) express our most solemn regrets to the families of the Burge victims for any harm that they suffered as a consequence of the ordeal that their loved ones experienced; and
- (4) remember these past events, to ensure that this sad chapter in our City's history is never forgotten; and
- (5) reaffirm our City's commitment to righting the wrongs of the past, and in so doing, reassure Chicago's residents that such wrongs will not be repeated in the future; and

**BE IT FURTHER RESOLVED**, That a suitable copy of this resolution be presented to Chicago Torture Justice Memorials, as a sign of our respect for their work and of our concern about this important matter.