



City of Chicago Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting 5/20/2015 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral		
Agreement(s) - Intergovernmental					
1	O2015-4195	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for Amundsen High School	Emanuel (Mayor)	Finance	Redacted Record
Agreement(s) - Miscellaneous					
2	O2015-4242	Extension of agreement with Low Income Housing Trust Fund for implementation of rental housing program	Emanuel (Mayor)	Housing	Redacted Record
Appointment(s)					
3	A2015-31	Appointment of Gale Howard as member of Special Service Area No. 19, Howard Street Commission	Emanuel (Mayor)	Finance	
4	A2015-34	Appointment of Jose Hernandez, Jr. as member of Special Service Area No. 25, Little Village Commission	Emanuel (Mayor)	Finance	
5	A2015-35	Appointment of Jacob H. Karaca as member of Special Service Area No. 34, Uptown Commission	Emanuel (Mayor)	Finance	
6	A2015-39	Appointment of Jay M. Michael as member of Special Service Area No. 34, Uptown Commission	Emanuel (Mayor)	Finance	
7	A2015-40	Appointment of Ginger Evans as Commissioner of Department of Aviation	Emanuel (Mayor)	Aviation	
Bonds & Bond Issues					
8	O2015-4194	Issuance of 2015 General Obligation bonds and associated authority to select dissemination agent	Emanuel (Mayor)	Finance	
Municipal Code Amendment(s)					
9	O2015-4193	Amendment of Municipal Code Titles 7, 11 and 17 by modifying regulations on recycling facility and urban farm accessory composting operations	Emanuel (Mayor)	Zoning	
10	O2015-4216	Amendment of Municipal Code Chapters 4-60 and 8-4 by modifying restrictions on sale and consumption of alcoholic liquor at Navy Pier	Emanuel (Mayor)	License	
Open Space Impact Fee(s)					
11	O2015-4414	Expenditure of Open Space Impact Fee funds for Kennicott Park expansion project	Emanuel (Mayor)	Special Events	

Legislation Referred to Committees at the Chicago City Council Meeting
5/20/2015
Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Reappointment(s)			
12	A2015-32	Reappointment of Holly S. Lodarek and Elizabeth S. Rossdeutscher as members of Special Service Area No. 23, Lincoln Park Commission	Emanuel (Mayor) Finance
13	A2015-33	Reappointment of Margaret W. Jeanblanc and Bruce D. Longanecker, Sr. as members of Special Service Area No. 23, Lincoln Park Commission	Emanuel (Mayor) Finance
14	A2015-36	Reappointment of Suellen G. Hurt, Ayesha A. Karim and Judy Minor-Jackson as members of Special Service Area No. 42, 71st/Stony Commission	Emanuel (Mayor) Finance
15	A2015-37	Reappointment of Sean P. Connolly as member of Special Service Area No. 54, Sheridan Road Commission	Emanuel (Mayor) Finance



City of Chicago



O2015-4195

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for Amundsen High School
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 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 for TIF assistance for Amundsen High School.

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 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 5110 North Damen Avenue in Chicago, Illinois (the "Amundsen Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated a high school (the "Amundsen Facility") known as Amundsen High School on the Amundsen Property (the Amundsen Facility has those general features described in Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the Amundsen Facility shall be known as the "Amundsen 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 January 12, 2000, published at pages 22395 through 22522 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the Journal for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and "Adoption of Tax Increment Financing for the Western Avenue North 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 "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan" and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, all of the Amundsen Property lies wholly within the boundaries of the Western Avenue North 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 Western Avenue North Redevelopment Area shall be known as the "Western Avenue North Increment"); and

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

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

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

WHEREAS, the City agrees to use the Amundsen City Funds in an amount not to exceed \$2,600,000 to reimburse the Board for a portion of the costs of the Amundsen TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the Amundsen Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Amundsen 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 Western Avenue North Redevelopment Plan, and the City has found that the Amundsen TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Amundsen Facility that are necessary and directly result from the redevelopment project constituting the Amundsen 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 incorporated here by this reference.

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

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

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

EXHIBIT A

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 AMUNDSEN HIGH 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 located at 5110 North Damen Avenue in Chicago, Illinois (the "Amundsen Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated a high school (the "Amundsen Facility" or the "Facility") known as Amundsen High School on the Amundsen Property (the Amundsen Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the Amundsen Facility shall be known as the "Amundsen Project" or 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 January 12, 2000, published at pages 22395 through 22522 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the Journal for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and "Adoption of Tax Increment Financing for the Western Avenue North 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 "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan" and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, all of the Amundsen Property lies wholly within the boundaries of the Western Avenue North 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 Western Avenue North Redevelopment Area shall be known as the "Western Avenue North Increment"); and

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

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

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

WHEREAS, the City agrees to use the Amundsen City Funds in an amount not to exceed \$2,600,000 to reimburse the Board for a portion of the costs of the Amundsen TIF-Funded Improvements (as defined in Article Three, Section 3) for the Amundsen Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Amundsen 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 Western Avenue North Redevelopment Plan, and the City has found that the Amundsen TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Amundsen Facility that are necessary and directly result from the redevelopment project constituting the Amundsen 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 Amundsen 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 1 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 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. 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 \$3,245,588. The Board has delivered to the Commissioner of the Department (the "Commissioner"), and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit 3. 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 4 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 ("Amundsen TIF-Funded Improvements" or "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 Western Avenue North 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 4 as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act; (ii) qualify as eligible costs under the Western Avenue North 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.

6. During the Term hereof the Board shall not sell, transfer, convey, lease or otherwise dispose (or cause or permit the sale, transfer, conveyance, lease or other disposal) of all or any portion of (a) the Amundsen Property or any interest therein, or (b) the Amundsen Facility or any interest therein (each a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the provision of the City Funds hereunder pursuant to the Act.

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 Western Avenue North Redevelopment Area is no longer in effect (through and including December 31, 2024).

Article Five: Indemnity; Default

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

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any 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, 2nd Floor
Chicago, Illinois 60602

and

General Counsel
Board of Education of the City of Chicago
One North Dearborn Street, 9th 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-R52. 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: Mary De Runtz, Deputy Chief Facilities Officer
Board of Education of the City of Chicago
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Phone: 773-553-_____

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-R52

Approved as to legal form:

James L. Bebley, General Counsel

EXHIBIT 1

FEATURES OF THE FACILITY

This project includes the costs associated with replacing the bleachers in the main gymnasium (boys); replacing gymnasium flooring in both boys and girls gym facilities; full upgrade of the existing fitness room including new walls and rubberized flooring; full upgrade of the existing girls shower room including new ceramic tile at floor and walls, new plumbing and lighting locations to accommodate new perimeter shower layout, and new accessible stall and bench.

The project also includes upgrades to classroom flooring, painting of walls and ceilings in classrooms, providing new wireless access points and power/data for overhead projectors, new attached marker boards for 40 classrooms, new window shades and refreshing the finishes in existing science labs.

The project also includes the cleaning and repair of existing corridor structural glazed face brick, refinishing targeted areas of terrazzo flooring in corridors and stairwells, replacement of 10% of lockers and painting 100% of the remaining lockers, painting interior walls and ceilings in the corridor and stairwells.

The improvements will provide Amundsen High School with upgraded athletic facilities that enhance functionality and safety. The athletic and fitness facilities are also accessible to the Chicago Park District, which uses the facilities approximately 30 percent of the time. The building will provide an up-to-date environment for all students.

Project to be completed by Summer 2015.

EXHIBIT 2
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 Amundsen High 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 3 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 3
PROJECT BUDGET

Task	Project Estimate
Design	\$162,500
Construction/Installation	\$2,600,000
<i>Main Gymnasium Bleachers</i>	
<i>Main and Girls' Gymnasias Flooring</i>	
<i>Fitness Room Upgrades</i>	
<i>Girls' Shower Room Upgrades</i>	
Environ Remediation	\$175,000
Administration	\$198,088
FF&E	\$0
Contingencies	<u>\$110,000</u>
Total	\$3,245,588

EXHIBIT 4

PROJECT TIF-FUNDED IMPROVEMENTS

Task	Project Estimate
Design	\$162,500
Construction/Installation	\$2,600,000
<i>Main Gymnasium Bleachers</i>	
<i>Main and Girls' Gymnasias</i>	
Flooring	
<i>Fitness Room Upgrades</i>	
<i>Girls' Shower Room Upgrades</i>	
Environ Remediation	\$175,000
Administration	\$198,088
FF&E	\$0
Contingencies	\$110,000
Total	<u>\$3,245,588*</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 \$2,600,000.



City of Chicago

Office of the City Clerk

Document Tracking Sheet



O2015-4242

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Extension of agreement with Low Income Housing Trust Fund for implementation of rental housing program
Committee(s) Assignment:	Committee on Housing and Real Estate

1156



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 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 an extension of an agreement between the City of Chicago and the Low Income Housing Trust Fund.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

WHEREAS, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing affordable to persons of low and moderate income; and

WHEREAS, the City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, the Department of Planning and Development ("DPD") is an executive department of the City which supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

WHEREAS, by an ordinance adopted by the City Council of the City (the "City Council") on June 28, 1989 and published in the Journal of the Proceedings of the City Council (the "Journal") for such date at pages 3161 through 3180, as amended by an ordinance adopted by the City Council on November 29, 1989 and published in the Journal for such date at pages 7077 through 7078, the City Council authorized the organization of the Chicago Low-Income Housing Trust Fund (the "Trust Fund") as an Illinois not-for-profit corporation; and

WHEREAS, the Trust Fund was established to provide financial and other assistance to address the housing needs of low-income residents of the City and has the authority to accept money for such purposes; and

WHEREAS, the Trust Fund has successfully implemented several programs to address the housing needs of low-income residents of the City, including, but not limited to, a rental housing support program for low-income tenants (collectively, the "Programs"); and

WHEREAS, the Illinois General Assembly, pursuant to Public Act 094-0118, as supplemented, amended and restated from time to time, has, among other things, established a certain rental housing support program and authorized the Illinois Housing Development Authority to distribute certain funds to the City (the "Rental Support Funds"); and

WHEREAS, on June 28, 2006, the City Council enacted an ordinance published in the Journal for such date at pages 80161 through 80165 (the "Prior Ordinance") which, among other things, authorized DPD to establish and implement a rental housing support program (the "RHS Program"); and

WHEREAS, pursuant to the Prior Ordinance, DPD established the RHS Program; and

WHEREAS, the RHS Program requires that the City designate a local administering agency ("LAA") to distribute certain of the Rental Support Funds to landlords to enable such landlords to charge rents affordable for eligible low-income tenants; and

WHEREAS, the Prior Ordinance designated the Trust Fund as the LAA under the RHS Program for a period of three years commencing on July 1, 2006; and

WHEREAS, the City Council enacted an ordinance on July 6, 2011 (the "Second Ordinance") which, among other things, redesignated the Trust Fund as the LAA under the RHS Program for a period through and including June 30, 2015; and

WHEREAS, the Second Ordinance authorized DPD to enter into an agreement with the Trust Fund pursuant to which the Trust Fund would hire the City to provide certain City resources including, but not limited to, certain office space, equipment, supplies and City personnel services (collectively, the "City Resources"); and

WHEREAS, the Second Ordinance authorized the Commissioner of DPD (the "Commissioner") to determine, in the best interests of the City, the scope of the City Resources to be provided to the Trust Fund and to determine the amount of compensation the Trust Fund would provide to the City for the provision of the City Resources; and

WHEREAS, pursuant to the Second Ordinance, the City and the Trust Fund entered into an agreement which governed the use of the Rental Support Funds and the provision of the City Resources (the "Agreement"); and

WHEREAS, the Agreement will expire in accordance with its terms on June 30, 2015; and

WHEREAS, DPD wishes to designate the Trust Fund as the LAA under the RHS Program and to enter into another agreement with the Trust Fund in connection with the use of the Rental Support Funds and the provision of the City Resources; now, therefore,

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

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

SECTION 2. The Trust Fund is hereby designated as the LAA under the RHS Program.

SECTION 3. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer") is hereby authorized, subject to the approval of the Corporation Counsel, to enter into, negotiate and execute such agreements or documents as may be necessary to govern the use of the Rental Support Funds and for the provision of City Resources to the Trust Fund. The Authorized Officer may determine, in the best interests of the City, the term of such agreements or documents, the scope of the City Resources to be provided and the amount of compensation to be provided by the Trust Fund to the City.

SECTION 4. The documents and instruments entered into between the City and the Trust Fund in connection with the Programs shall not be deemed to be "city contracts" within the meaning of Section 11-4-1600(e) of the Municipal Code of Chicago (the "Municipal Code"). Projects and properties assisted under the Programs shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code. Section 2-45-110 of the Municipal Code shall not apply to any projects or properties assisted under the Programs.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance

shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect by and from the date of its passage and approval.

**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:

Chicago Low-Income Housing Trust Fund

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: 121 N. La Salle - Room 1006
Chicago, IL 60602

C. Telephone: 312-744-0675 Fax: 312-742-8549 Email: info@chicagotrustedfund.org

D. Name of contact person: Cary Steinbuck

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):

Third Amendment to the Agreement with the Chicago Low-Income Housing Trust Fund to serve as the Local Administering Agent for the Illinois Rental Housing Support Program

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:

- | | |
|---|---|
| ☐ Person | ☐ Limited liability company |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership |
| ☐ Privately held business corporation | ☐ Joint venture |
| ☐ Sole proprietorship | ☒ Not-for-profit corporation |
| ☐ General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership | ☒ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

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

See Attached listing of Officers and Directors. There are NO MEMBERS.

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,

Chicago Low-Income Housing Trust Fund

Board of Directors as of April 30, 2015

Thomas J. McNulty	President
Gabriela Roman	Vice President
Deborah Bennett	Secretary
Ellen K. Sahli	Treasurer
Levoi K. Brown	Director
Malcolm Bush	Director
Pamela Daniels Halisi	Director
Sol Flores	Director
Rev. Wayne Gordon	Director
Lawrence Grisham	Director
Carl Jenkins	Director
Kristin Nance	Director
Rev. Richard L. Tolliver	Director
Cary Steinbuck	Executive Director

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
None.		

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 "t.b.d." is not an acceptable response.
--	------------------	--	---

See Attached

(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 [] No [X] 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.

Subcontracts and Other Retained Parties

<u>Arthur P. Donner</u>	<u>760 N. Frontage Road #105 Willowbrook, IL 60527</u>	<u>CPA / Accounting</u>	<u>\$60,000 / estimate Retained</u>
<u>Carpenter Lipps Leland LLP John Kamis (lead)</u>	<u>180 N. La Salle Chicago, IL 60601</u>	<u>Springfield Lobbyist</u>	<u>\$60,000 / estimate Retained</u>
<u>Prado & Renteria – Certified Public Accountants</u>	<u>1837 S. Michigan Avenue Chicago, IL 60616</u>	<u>Auditor</u>	<u>\$27,200 / estimate Retained</u>

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.

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:

None

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"). **Board of Directors:**

Lawrence Grisham, Managing Deputy Commissioner / Dept of Planning & Development (Current)

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.

None.

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):

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

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.

X 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):

N/A

(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?

N/A - Not Federally funded

☐ 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:

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, 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.

Chicago Low-Income Housing Trust Fund

(Print or type name of Disclosing Party)

By: Thomas J. McNulty

(Sign here)

Thomas J. McNulty

(Print or type name of person signing)

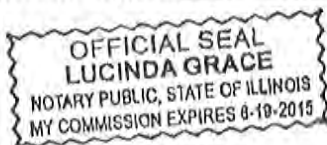
President

(Print or type title of person signing)

Signed and sworn to before me on (date) 5-4-15,
at Cook County, Illinois (state).

Lucinda Grace Notary Public.

Commission expires: 6-19-15



**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.

**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.

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



A2015-31

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Gale Howard as member of Special Service Area No. 19, Howard Street Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have appointed Gale Howard as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2018, to succeed Richard Rozhko, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

James S.



City of Chicago



A2015-34

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jose Hernandez, Jr. as member of Special Service Area No. 25, Little Village Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have appointed Jose Hernandez, Jr. as a member of Special Service Area No. 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2016, to succeed Martha E Mendoza, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-35

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jacob H. Karaca as member of Special Service Area No. 34, Uptown Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have appointed Jacob H. Karaca as a member of Special Service Area No. 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2016, to succeed Thomas L. Cameron, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-39

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jay M. Michael as member of Special Service Area No. 34, Uptown Commission
Committee(s) Assignment:	Committee on Finance

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have appointed Jay M. Michael as a member of Special Service Area No. 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2016, to succeed Charles A. Lawrence, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-40

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Ginger Evans as Commissioner of Department of Aviation
Committee(s) Assignment:	Committee on Aviation

AVIAT.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

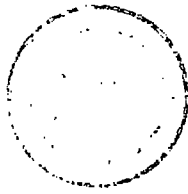
Ladies and Gentlemen:

I have appointed Ginger Evans as Commissioner of Aviation.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



O2015-4194

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Issuance of 2015 General Obligation bonds and associated authority to select dissemination agent
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

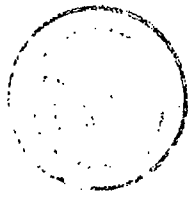
Ladies and Gentlemen:

At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing inducement language for an issuance of 2015 General Obligation bonds and associated authority to select a dissemination agent.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



AN ORDINANCE expressing official intent regarding expenditures from the funds of the City of Chicago to be reimbursed from proceeds of obligations to be issued by the City of Chicago and providing for the selection and retention of one or more dissemination agents in connection with continuing disclosure requirements pertaining to certain City of Chicago debt obligations.

* * *

WHEREAS, the City of Chicago (the "*City*") has financed and further intends to finance the costs described in Exhibit A hereto (collectively, the "*Reimbursement Costs*"); and

WHEREAS, all or a portion of the expenditures relating to the Reimbursement Costs (the "*Expenditures*") (i) have been paid within sixty days prior to the date of passage and approval of this Ordinance or (ii) will be paid on or after the date of passage and approval of this Ordinance; and

WHEREAS, the City reasonably expects to reimburse itself or pay for the Expenditures with proceeds of an obligation or obligations (the "*Obligations*") expected to be issued as general obligation bonds of the City, some or all of which will be tax-exempt under the provisions of the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Rule 15c2-12 of the Securities and Exchange Commission, the City has entered into continuing disclosure agreements (the "*Continuing Disclosure Agreements*") with respect to certain outstanding general obligation bonds and revenue bonds issued by the City, under which the City has agreed to provide annual disclosure of financial information as well as disclosure of certain material events upon the occurrence of such events, and it is anticipated that the City may enter into additional Continuing Disclosure Agreements with respect to future issues of City debt obligations as required under Rule 15c2-12; and

WHEREAS, the City desires to retain one or more dissemination agents from time to time for purposes of ensuring timely compliance with the requirements of the Continuing Disclosure Agreements; now, therefore,

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

Section 1. The City Council of the City hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. The City reasonably expects to reimburse or pay the Expenditures with proceeds of one or more series of Obligations.

Section 3. The maximum principal amount of the Obligations expected to be issued for the Reimbursement Costs is \$300,000,000.

Section 4. Section 2-32-031 of the Municipal Code of Chicago (the "Municipal Code") is hereby amended by inserting the language underscored, as follows:

2-32-031 Debt Management Policies; retention of rebate calculation agents, financial advisors, dissemination agents and qualified independent representatives.

(Omitted text is not affected by this ordinance)

(e) The chief financial officer shall have authority to retain, in connection with debt obligations issued by the City, such dissemination agents to assist with continuing disclosure requirements under continuing disclosure agreements entered into by the City in connection with City debt obligations as deemed necessary or desirable in order to ensure ongoing compliance with Rule 15c2-12 of the Securities and Exchange Commission and any successor or similar disclosure requirements of the federal or state government.

Section 5. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

EXHIBIT A

REIMBURSEMENT COSTS

1. Public right-of-way infrastructure improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacement, and curb and gutter repairs and replacement.
2. Infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, riverbank stabilization, residential and commercial infrastructure redevelopment and railroad viaduct clearance improvements.
3. Transportation improvements (to City facilities and to facilities located within the City limits which are owned by other governmental entities), including street resurfacing, bridge and freight tunnel rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements.
4. Grants to assist not-for-profit organizations or educational or cultural institutions, or to assist other municipal corporations, units of local government, school districts or the State of Illinois.
5. The acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes.
6. The duly authorized acquisition of improved and unimproved real property within the City for municipal purposes, and the improvement, demolition and/or remediation of any such property.
7. Constructing, equipping, altering and repairing various municipal facilities including fire stations, police stations, libraries, senior and health centers and other municipal facilities.



City of Chicago



O2015-4193

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 7, 11 and 17 by modifying regulations on recycling facility and urban farm accessory composting operations
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 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 various provisions of the Municipal Code regarding urban composting.

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. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

7-28-710 Dumping prohibited.

(a) It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage or trash in any building, structure or premises so that the same shall afford food or harborage for rats, or to dump or place on any premises, land or waterway any dead animals or waste vegetable matter of any kind.

Any person who violates this section shall be fined not less than \$300 nor more than \$600 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

(b) Nothing in this section shall prohibit the composting of organic waste or land application of composted organic waste in accordance with Sections 7-28-715 and Chapter 11-4 of this Code. ~~Each and every violation of 7-28-715 or any rule or regulation promulgated thereunder constitutes a separate violation of 7-28-710(a).~~ For the purposes of this section and Section 7-28-715, the following definitions apply:

"Commissioner" means the commissioner of streets and sanitation or the commissioner of health. When used in the plural, the term means both commissioners.

"Compost" means the humus-like product of the process of composting organic waste, which may be used as a soil conditioner.

"Composting" means a controlled biological treatment process by which microorganisms decompose the organic fraction of waste, producing compost.

"Composting material" means organic waste undergoing composting.

"Composting operation" means all composting activities conducted on a site, including all composting material, stored landscape organic waste and end-product compost located on any site at any one time.

~~"Food waste" means the source-separated organic portion of the waste resulting from the handling, processing, preparation, cooking and consumption of food, and the wastes from the handling, processing, storage and sale of produce. "Food waste" does not include packaging, utensils or containers from the handling, processing, preparation, cooking and consumption of food.~~

"Food scrap" means garbage that is (i) capable of being composted, (ii) separated by the generator from other waste, including non-compostable garbage; and (iii) managed separately

from other waste, including non-compostable garbage. Food scrap includes packaging, utensils, and food containers composed of readily biodegradable material in accordance with the ASTM D6400 standard required for use under Section 3.197 of the Illinois Environmental Protection Act, codified at 415 ILCS 5/3.197. For purposes of this definition, the term "garbage" has the meaning ascribed to the term in Section 11-4-120 of this Code.

"In-vessel" means composting which is conducted entirely within a fully enclosed container, with no opening having a dimension greater than 1/4 inch in any direction.

"Landscape waste" means grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees, and includes any discarded fruits, vegetables and other vegetative material or crop residue generated in the care of a garden. The term "landscape waste" does not include soil other than incidental soil (e.g., soil attached to sod or attached to other materials accumulated as a result of the care of lawns, shrubbery, vines, trees or a garden).

"Limited organic waste" means organic waste, other than landscape waste, which does not include: fish; fish products; poultry; poultry products; meat; meat products; eggs (excluding egg shells); cheese, butter or other dairy products; fat; grease; oil or oily food; cat, dog, or other animal excreta; animal feed losses or animal bedding; colored or glossy paper; sawdust from pressure-treated plywood or lumber; diseased or insect-infested houseplants or soil; or biodegradable or compostable plastic.

"Operator" means any person who is engaged in a garden composting operation.

"Organic waste" means food ~~waste~~ scrap, landscape waste, uncontaminated wood waste or other non-hazardous carbonaceous waste that is collected and processed separately from the rest of the municipal waste stream.

"Owner" means any person who has legal title to any premises or structure where a garden composting operation is conducted.

"Uncontaminated wood waste" means untreated, unpainted and unvarnished wood.

"Vector" means any living agent, other than human, capable of transmitting, directly or indirectly, an infectious disease.

~~"Wood waste" means untreated, unpainted and unvarnished wood.~~

7-28-715 Composting standards.

(1) Any composting operation which meets the qualifications of paragraphs (3), (4) or (5) of this section shall be exempt from the permit requirements of Chapter 11-4 of this Code.

(2) *General composting standards.* All composting operations which meet the qualifications of paragraphs (3), (4) or (5) shall promote proper conditions for composting and

shall operate under the following standards, in addition to all applicable local, state and federal laws, rules and regulations:

(a) *Nuisance.* In no event shall any composting ~~activities~~ activity be conducted in a manner which creates an odor, litter, dust or noise nuisance, or attracts vectors or pests.

(b) *Rat and other vector control.* The presence of insects, rodents, birds and other vectors or pests shall be controlled through specific measures. These specific measures may include grinding the ingredients, providing screens or netting, or conducting the composting operation in-vessel.

(c) *Surface water.* The composting operation shall be located or designed and constructed to prevent the composting material and compost from sitting in ponded surface water. In no event shall any composting activity be conducted in a manner which creates standing water resulting from leachate.

(d) *Mixing.* Composting material shall be mixed or turned at regular intervals as conditions mandate to re-mix ingredients, distribute moisture, rebuild porosity and aid in physical breakdown until composting is complete.

(e) ~~*Moisture level.* The moisture level of the composting material shall be maintained within a range of 40% to 60% moisture~~ [Reserved].

(f) *Sewage restriction.* The composting material shall not contain sewage, sludge, septage or catch basin waste. For the purposes of this section, "sewage" shall have the meaning ascribed to it in Section 11-4-120 of this Code; "sludge" shall mean any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics or effects; "septage" shall mean the waste found in a septic tank; and "catch basin waste" shall mean the waste found in a catch basin.

(3)(i) ~~*Garden compost*~~ *Tier I garden composting operation.* A composting operation that composts only landscape waste, whether or not generated on-site, shall be exempt from the permit requirements of Chapter 11-4 of this Code if it meets the following criteria:

(a) *Ingredients.* The composting operation composts only landscape waste.

(b) *Noncommercial.* The composting operation is not engaged in commercial activities related to composting, the acceptance of landscape waste or commercial landscaping.

(c) *Size.* The composting operation contains no more than a total of 10 cubic yards of landscape waste, composting material and end product compost on-site at any one time, unless express written authorization has been issued by the commissioner of streets and sanitation allowing a greater volume, not to exceed 25 cubic yards.

(d) *Compost use.* All generated compost must be used on-site.

(3)(ii) Tier II garden composting operation. A composting operation that composts only landscape waste and limited organic waste, whether or not generated on-site, shall be exempt from the permit requirements of Chapter 11-4 of this Code if it meets the following criteria:

(a) *Ingredients.* The composting operation composts only landscape waste and limited organic waste. The limited organic waste shall not exceed 10% of the total material in the process of being composted on-site at any one time.

(b) *Processing.* All food scrap must be processed into the composting operation or be contained in-vessel by the end of the day it was generated on-site or received from off-site. Other limited organic waste must be processed into the composting operation or be contained in a properly maintained covered steel or rigid plastic container by the end of the day it was generated on-site or received from off-site.

(c) *Record keeping.* The operator shall, in a form prescribed by the commissioners, maintain on site and shall make available for inspection records of all limited organic waste received from off-site.

(d) *Compost use.* All generated compost must be used on-site.

(e) *Noncommercial.* The composting operation is not engaged in commercial activities related to composting, the acceptance of limited organic waste or landscape waste, or commercial landscaping.

(f) *Size.* The composting operation contains no more than a total of 10 cubic yards of landscape waste, limited organic waste, composting material and end product compost on-site at any one time, unless express written authorization has been issued by the commissioner of streets and sanitation allowing a greater volume, not to exceed 25 cubic yards.

(3)(iii) *Registration.* Any operator shall annually register with the city's on-line or other registration portal, or a third party registration portal approved by the commissioners by rule. Such registration must include the name and contact information of the operator, the name and contact information of the owner, the name and contact information of the individual principally in charge of the site operations (if different from the operator), and any other information that may be required by the commissioners by rule. The operator must keep such information current as provided by the commissioners by rule.

(4) *On-site organic waste composting operation.* A composting operation that composts food waste scrap and/or non-hazardous carbonaceous waste, whether or not landscape waste is added to the composting mixture, shall be exempt from the permit requirements of Chapter 11-4 of this Code if it meets the following ~~criteria~~ criteria:

(a) *Ingredients.* The composting operation composts only organic waste that is generated on-site.

(b) *In-vessel requirement.* Any composting of food waste scrap and/or non-hazardous carbonaceous waste is conducted in-vessel. This requirement also applies to mixtures of landscape wastes with these wastes.

(c) *Size.* The composting operation contains no more than a total of 5 cubic yards of landscape waste, composting material and end product compost on-site at any one time, unless express written authorization has been issued by the commissioner of streets and sanitation allowing a greater volume.

(d) *Compost use.* All generated compost is used on-site.

(5) In addition to those composting operations described in paragraphs (3) and (4), all composting operations which meet the criteria for a permit-exempt facility pursuant to 35 Illinois Admin. Code Section 830.105 shall meet the standards of paragraph (2)(a) through (f) of this section, in addition to all applicable local, state and federal laws, rules and regulations.

(6) *Enforcement provisions.* ~~Any composting operation that fails to comply with the requirements of person that violates this section or any rule or regulation promulgated thereunder and is not operating under a permit under Chapter 11-4 that permits composting is hereby in violation of Section 7-28-710(a) shall be fined not less than \$300 nor more than \$600 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Each and every violation of a standard set forth in this section or any rule or regulation promulgated thereunder is hereby declared to be a nuisance and a separate violation of Section 7-28-710(a), and shall be punished by penalty pursuant to Section 7-28-800. In addition, if any person violates this section, the commissioner of health may issue an emergency or non-emergency cessation or abatement order in accordance with Section 11-4-025 of this Code.~~

(7) The commissioner is authorized to enforce this section and rules and regulations promulgated thereunder. ~~The commissioners of streets and sanitation is~~ are authorized to administer this section and to jointly adopt, and promulgate and enforce reasonable rules and [G4] regulations pertaining to the administration and enforcement of this section.

SECTION 2. Section 11-4-040 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

11-4-040 Permit issuance or renewal – Requirements.

(Omitted text is unaffected by this ordinance)

(c) The commissioner may impose reasonable permit conditions to protect the public health, safety or welfare of the city.

SECTION 3. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by adding new section 11-4-2545, by deleting the language struck through, and by inserting the language underscored, as follows:

ARTICLE XX. RECYCLING FACILITY AND URBAN FARM ACCESSORY COMPOSTING
PERMITS (11-4-2510 et seq.)

11-4-2510 Definitions.

For the purposes of this article, the following words and phrases shall have the meaning ascribed to them by this section:

(Omitted text is unaffected by this ordinance)

Food scrap means garbage that is (i) capable of being ~~decomposed into compost by composting~~ composted, (ii) separated by the generator from other waste, including, ~~but not limited to, non-compostable~~ garbage that is ~~not capable of being decomposed into compost by composting~~; and (iii) managed separately from other waste, including, ~~but not limited to, non-compostable~~ garbage that is ~~not capable of being decomposed into compost by composting~~. Food scrap includes, ~~but is not limited to~~, packaging, utensils, and food containers composed of readily biodegradable material in accordance with the ASTM D6400 standard required for use under Section 3.197 of the Illinois Environmental Protection Act, as amended.

(Omitted text is unaffected by this ordinance)

Livestock waste means ~~livestock excreta~~ from animals used for food, fiber or labor, associated feed losses, and bedding.

(Omitted text is unaffected by this ordinance)

Uncontaminated wood waste means untreated, unpainted and unvarnished wood.

Urban farm means a farm that meets the description and requirements in Sections 17-9-0103.3 and 17-17-0104-H of this Code.

Vector means any living agent, other than human, capable of transmitting, directly or indirectly, an infectious disease.

11-4-2530 Permit – Application.

Application for a permit for a recycling facility or an urban farm accessory composting operation shall be made to the commissioner on forms provided by the commissioner for such purpose. Applicants shall provide the following information at a minimum:

(Omitted text is unaffected by this ordinance)

11-4-2545 Urban farm accessory composting operation.

In addition to all applicable local, state and federal laws, and rules and regulations promulgated thereunder, an urban farm accessory composting operation shall meet the following criteria:

- (1) Permit. No person shall engage in an urban farm accessory composting operation in the city without having first obtained an urban farm accessory composting operation permit from the commissioner. A Class III recycling facility permit holder is not required to obtain an urban farm accessory composting operations permit to conduct composting.
- (2) Ingredients. The composting operation composts any type of organic waste and livestock waste. In addition to other reasonable permit conditions that the commissioner may impose to protect the public health, safety or welfare of the city, the commissioner may impose permit conditions limiting the type and volume of livestock waste that the composting operation may compost.
- (3) Size. The composting operation constitutes no more than 2% of the site's total acreage.
- (4) Acceptance of material. No fee shall be charged for the acceptance of materials to be composted at the facility.
- (5) Processing. All food scrap must be processed into the composting operation or be contained in-vessel by the end of the day it was generated on-site or received from off-site. Other organic waste or livestock waste must be processed into the composting operation or be contained in a covered steel container by the end of the day it was generated on-site or received from off-site.
- (6) Commercial use. Compost sold or used off-site shall meet or otherwise comply with all applicable performance standards for organic waste compost facilities and with all applicable testing procedures and standards for the end-product compost produced by organic waste compost facilities, as set forth in rules issued by the Illinois Pollution Control Board pursuant to authority granted to such Board under subsections (b) and (e) of Section 22.34 of the Illinois Environmental Protection Act.
- (7) Record keeping. Any person engaged in an urban farm accessory composting operation shall, in a form prescribed by the commissioner, maintain on site and shall make available for inspection records of all organic waste and livestock waste received from off-site, and the amount of compost sold by the facility.

11-4-2550 Permit – Fees.

(a) The term of a recycling facility permit shall be for three years. The three year fee shall be:

Class I	\$300.00
Class II	
Less than 500 tons per day	1,500.00

500 to 1,000 tons per day	2,250.00
More than 1,000 tons per day	3,000.00
Class III	3,000.00

Class III recycling facility

permit for a not-for-profit applicant

that conducts a composting

operation of less than

<u>4,000 tons per year</u>	<u>300.00</u>
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Class IV	3,000.00
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Class V	4,500.00
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(b) An urban farm accessory composting operation permit shall have a three-year term. The three-year permit fee shall be \$3,000.00. Provided, however, the three-year permit fee for a not-for-profit urban farm accessory composting operation with a capacity of less than 4,000 tons per year shall be \$300.00.

11-4-2680 Violation – Penalty.

(a) Unless otherwise provided in this article, penalties imposed for violations of any provisions of this article shall be as provided in Section 11-4-030 of this Code.

(b) The commissioner may inspect or cause the inspection of a recycling facility or an urban farm accessory composting operation in order to determine compliance with this article, the rules and regulations promulgated hereunder, a recycling facility or an urban farm accessory composting operation permit and its conditions and other applicable laws and ordinances. The commissioner may issue an emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, and may require any such facility or operation to be immediately closed and secured against entry upon discovery of (i) an imminent and substantial risk to the public health or safety or to the environment caused by the presence, treatment or storage of any recycling or composting material, or other activity on the premises, in violation of this article, a recycling material facility or an urban farm accessory composting operation permit or its conditions or the rules and regulations promulgated hereunder, or (ii) the facility or operation being operated without a required permit. The commissioner may also issue a non-emergency cessation order in accordance with the provisions of Section 11-4-025 of this Code, if he or she determines that any person is violating any of the provisions of this article, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment.

(Omitted text is unaffected by this ordinance)

SECTION 4. Chapter 17-9 of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-9-0103.3 Urban Farm. *Urban farms* are subject to the following standards:

17-9-0103.3-A *Urban farms* shall be exempt from the landscaping and screening requirements of vehicular use areas of 17-11-0200.

17-9-0103.3-B Parkway vegetation that is complementary to allowed activities and that is acceptable to the Department of Planning and Development shall be allowed in lieu of the Parkway Tree requirements of 17-11-0100.

17-9-0103.3-C Fencing and screening that is complementary to allowed activities and that is acceptable to the Department of Planning and Development shall be allowed in lieu of the requirements of 17-3-0304 and 17-5-0601.

17-9-0103.3-D ~~Composting is limited to the materials generated on site only, and must comply with the standards of Section 7-28-715~~ 11-4-2545 of the Municipal Code. Incidental sales of such compost material is expressly allowed as an accessory use to the principal use of an *urban farm*.

17-9-0103.5 Community garden. *Community gardens* are subject to the following standards:

17-9-0103.5-A *Community gardens* shall not be larger than 25,000 square feet, except in POS districts. There is no size limit for *community gardens* in the POS1 and POS2 districts.

17-9-0103.5-B *Accessory buildings*, such as sheds, greenhouses, hoophouses or farmstands shall comply with the requirements of 17-9-0201-D. Hoophouses or other fabric based shelters, which are not required to obtain a building permit, shall not be considered accessory buildings. Hoophouses or other fabric based shelters shall be securely attached to the ground and designed and constructed to comply with appropriate standards in Title 13 of the Municipal Code of Chicago.

17-9-0103.5-C ~~Composting is limited only to the materials generated on site, and must be used on site, and must otherwise~~ must comply with the standards of Section 7-28-715 of the Municipal Code.

17-9-0103.5-D Sales on site are limited to incidental sales of plants or produce generated on site.

17-9-0117 Waste-related Uses, Recycling Facilities, Mining/Excavation Uses, and Coke & Coal Bulk Material Uses.

(Omitted text is unaffected by this ordinance)

17-9-0117-C Urban Farm Accessory Composting Operations. Composting areas in an outdoor urban farm accessory composting operation must be located at least 150 feet from all R zoning district boundaries or at the farthest distance from all R zoning district boundaries, whichever is greater. This section does not apply to an urban farm accessory composting operation conducted within a completely enclosed building. For purposes of an outdoor urban farm accessory composting operation that composts landscape waste only and, otherwise operates in compliance with Section 415 ILCS 5/21(q)(2.5) (A) to (D) of the Illinois Environmental Protection Act, the setback requirement specified in this section is established pursuant to Section 415 ILCS 5/21(q)(2.5)(E) of the Illinois Environmental Protection Act.

SECTION 5. Section 17-17-0103 of the Chicago Zoning Ordinance is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-17-0103 Public and Civic Use Group. The *public and civic use group* includes uses that provide public or quasi-public services. The *public and civic use group* includes the following Use Categories:

(Omitted text is unaffected by this ordinance)

17-17-0103-F Parks and Recreation. Recreational, social, or multi-purpose uses typically associated with public parks, *public open spaces*, public play fields, public or private golf courses, or public recreation areas or buildings.

1. Community Garden. A neighborhood-based development with the primary purpose of providing space for members of the community to grow plants for beautification, education, recreation, community distribution or personal use. Sites are typically managed by public or civic entities, nonprofit organizations or other community-based organizations that are responsible for maintenance and operations. Processing and storage of plants or plant products, other than for purposes of composting as provided in Section 17-9-0103.5-C, are prohibited on site. Gardening tools and supplies may be stored within an accessory building that is in compliance with Section 17-9-0103.5-B of the Municipal Code.

(Omitted text is unaffected by this ordinance)

SECTION 6. This ordinance shall take effect 10 days after passage and publication.



City of Chicago



O2015-4216

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Chapters 4-60 and 8-4 by modifying restrictions on sale and consumption of alcoholic liquor at Navy Pier
Committee(s) Assignment:	Committee on License and Consumer Protection



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 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 amending various provisions of the Municipal Code regarding alcohol consumption at Navy Pier.

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 4-60-071 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-60-071 Sale of liquor at Navy Pier – Special conditions.

(Omitted text is unaffected by this ordinance)

(h) Persons shall be permitted to consume and carry an open container of alcoholic liquor throughout Navy Pier, if (i) such alcoholic liquor has been lawfully served to such person at a restaurant or tavern or outdoor/non-fixed seating/mobile pushcart holding a valid Navy Pier liquor license under this section; and (ii) the open container of alcoholic liquor is a disposable cup that clearly identifies the name of the establishment from which the alcoholic liquor was obtained.

(i) Alcoholic liquor shall not be brought into or consumed in any Navy Pier parking garage or in any other prohibited area designated as such by the Metropolitan Pier and Exposition Authority ("MPEA"). Such prohibited areas shall be designated by signage and monitored for compliance with this subsection.

~~(h)(j)~~ The local liquor control commissioner is authorized to promulgate rules and regulations to implement the requirements of this section, including, but not limited to, rules and regulations to create a neutral process to allocate licenses under this section in the event that the demand for such licenses exceeds the availability of such licenses under subsections (d) or (e) of this section.

SECTION 2. Section 8-4-030 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

8-4-030 Drinking in public ways — Exceptions.

(a) (1) It shall be unlawful for any person to drink any alcoholic liquor as defined by law on any public way or in or about any motor vehicle upon a public way in the city. ~~This section~~ Provided, however, that this subsection (a)(1) shall not apply to: (i) portions any portion of the public way occupied by a sidewalk café permitted pursuant to Chapter 10-28 of ~~the municipal code this Code~~ which is properly licensed to sell alcoholic liquor, or ~~to~~ (ii) any portion of the public way located on Navy Pier, if the alcoholic liquor being consumed on such public way was purchased at an establishment holding a valid Navy Pier liquor license under Section 4-

60-071 and such alcoholic liquor is in a disposable cup that clearly identifies the name of the establishment from which the alcoholic liquor was obtained; or ~~to~~ (iii) any venue holding a valid Riverwalk Venue liquor license under Section 4-60-074.

(Omitted text is unaffected by this ordinance)

SECTION 3. Chapter 8-4 of the Municipal Code of Chicago is hereby amended by inserting a new Section 8-4-035, underscored as follows:

8-4-035 Navy Pier – Drinking in garages and other prohibited areas.

It shall be unlawful for any person to bring any alcoholic liquor into, or to drink any alcoholic liquor in, any (1) Navy Pier parking garage, or (2) other prohibited area designated as such by the Metropolitan Pier and Exposition Authority in posted signs. Any person who violates this section shall be fined not less than \$100.00 nor more than \$500.00, or imprisoned for a period not to exceed six months, or both, for each offense. As used in this section, the term “alcoholic liquor” has the meaning ascribed to the term in Section 4-60-010.

SECTION 4. This ordinance shall take full force and effect ten days after its passage and publication.



City of Chicago



O2015-4414

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of Open Space Impact Fee funds for Kennicott Park expansion project
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

sp EV



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 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 an expenditure of Open Space Impact Fees for Kennicott Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

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

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

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

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

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

WHEREAS, the City's Department of Planning and Development ("**DPD**") has determined that the Kenwood Community Area (the "**Community**") has suffered from a significant deficit of open space as documented in the comprehensive plan entitled "**The CitySpace Plan**," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council of the same date; and

WHEREAS, the Park District is the owner of parcels of land at Kennicott Park (the "**Park**"), which opened in 1990, is located in the Community, and has served and continues to serve in alleviating the public open space needs and shortages in the Community; and

WHEREAS, the City and the Park District desire to update and expand the area of the Park (the "**Project**") as described on Exhibit A for the continued benefit and use of the general public and Community in which the Park is located; and

WHEREAS, the City desires to grant to the Park District impact fee funds to reimburse or partially reimburse the Park District for development costs associated with the Project; and

WHEREAS, DPD desires to grant the Park District Open Space Fees in amounts not to exceed \$290,346; and

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

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

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

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

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein through this ordinance; and

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

WHEREAS, the City Council finds that the update and expansion of the area of the Park will continue to alleviate and help to further alleviate the public open space shortage in the Community, and is in the best interests of the City; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from

which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of DPD (the "**Commissioner**") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an intergovernmental agreement with the Park District in connection with the Project, in substantially the form attached hereto as Exhibit B, and to provide Open Space Fees proceeds to the Park District in an amount not to exceed \$290,346 from the corresponding fund to reimburse expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amount of \$290,346 from the Community's Open Space Fees Fund, as described by Exhibit A, are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

DESCRIPTION OF PROJECT
(Park Expansion Project)

Kennicott Park Project

Address: 4434 South Lake Park Avenue, Chicago, Illinois 60653

P.I.N.s: 20-02-310-012
20-02-310-013
20-02-310-014
20-02-310-015

Community Area: Kenwood Redevelopment Area

Description of Project: Existing park expansion project; costs to include land acquisition, alley closure, site preparation, utilities/lights, paving & fencing, landscaping, benches, and other necessities and contingencies

Amount of Open Space Fees: \$290,346
Source of Funds/CAPS Code: PS39 131 54 5039 2604

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "**Agreement**") is entered into as of March 15, 2015 (the "**Closing Date**"), by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, acting through its Department of Planning and Development (the "**DPD**"), and the Chicago Park District (the "**Park District**"), a body politic and Corporate of the State of Illinois. The Park District and the City are sometimes referred to herein as the "**Parties**" and individually as a "**Party**".

RECITALS

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

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

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

WHEREAS, the DPD has determined that the Kenwood Community Area (the "**Community**") has suffered from a significant deficit of open space as documented in the comprehensive plan entitled "**The CitySpace Plan**," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council of the same date; and

WHEREAS, the Park District is the owner of parcels of land at Kennicott Park (the "**Park**" or the "**Property**"), which opened in 1990, is located in the Community, and has served and continues to serve in alleviating the public open space needs and shortages in the Community; and

WHEREAS, the City and the Park District desire to update and expand the area of the Park (the "**Project**") as described on Exhibit A for the continued benefit and use of the general

public and Community in which the Park is located; and

WHEREAS, the City desires to grant to the Park District impact fee funds to reimburse or partially reimburse the Park District for development costs associated with the Project; and

WHEREAS, the DPD desires to grant the Park District Open Space Fees in amounts not to exceed \$290,346 (the "**Grant**"); and

WHEREAS, on 2015 01 14, 2015 the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages 1000-1001 to 1002, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "**Authorizing Ordinance**"); and

WHEREAS, on January 14, 2015, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**"); and

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

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

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

SECTION 1. THE GRANT

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

1.2 **Reimbursement.** The Park District may request that certificate(s) of expenditure substantially in the form attached hereto (the "**Certificate of Expenditure**") as Exhibit C be processed and executed periodically. The City will not execute the Certificate of Expenditure in the aggregate in excess of the actual cost of the Project or in excess of the agreed upon Grant amount, whichever is the lower. Prior to each execution of a Certificate of Expenditure by the City, the Park District must submit documentation regarding the applicable expenditures to the DPD. Delivery by the Park District to the DPD of a request for execution by

the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(iii) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (as defined in Section 2.2); and

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

1.3. **Limits of Reimbursement.** The Park District hereby acknowledges and agrees that the Grant must be used exclusively to pay for or reimburse costs associated with the Project. If the Grant amount should exceed the costs of the Project, the total amount payable to the Park District shall be the actual costs incurred by the Park District in completion of the Project.

1.4. **Cost Overruns.** The Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. **Source of Funds.** The source of funds for the City's obligations under this Agreement is a fund identified by CAPS Code: PS39 131 54 5039 2604. The Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted for disbursement of the Grant, then the City will notify the Park District in writing of that occurrence, and the Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

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

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

2.3. **Schedule.** The Park District has prepared a preliminary schedule for the development and construction of the Project as set forth on Exhibit E (the "**Schedule**"). No material deviation from the Schedule will be made without the prior written approval of the DPD, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of the DPD be required for any changes to the Schedule required in connection with any force majeure event.

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

2.5. **Certification.** The Park District must submit the Certificate of Expenditure form as attached in Exhibit C prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if the Park District modifies the Schedule pursuant to Section 2.3 of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

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

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

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

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

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

4.5. Signing, delivery and performance by the Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which the Park District is party or by which it is bound.

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

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

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

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

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

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

4.12. **Inspectors General**

A. The Park District, and all officers, directors, agents, partners, and employees of the Park District shall cooperate with the City Inspector General in any investigation or hearing arising from or occurring as a result of this Agreement undertaken pursuant to Chapter 2-56 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code as it relates to this Agreement. Under Chapter II, Section D.6 of the Chicago Park District Code, all contractors and subcontractors hired by the Park District must cooperate fully and expeditiously with the Office of the Park

District Inspector General ("OIG") in any investigation or review and follow any reasonable recommendations proposed by the OIG to remedy any waste, fraud, misconduct or misuse of Park District resources, unless otherwise prohibited by law or by collective bargaining rights.

B. The Park District, and all officers, directors, agents, partners, and employees of the Park district shall cooperate with the City Legislative Inspector General in any investigation or hearing arising from or occurring as a result of this Agreement undertaken pursuant to Chapter 2-55 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code as it relates to this Agreement. Under Chapter II, Section D.6 of the Chicago Park District Code, all contractors and subcontractors hired by the Park District must cooperate fully and expeditiously with the OIG in any investigation or review and follow any reasonable recommendations proposed by the OIG to remedy any waste, fraud, misconduct or misuse of Park District resources, unless otherwise prohibited by law or by collective bargaining rights.

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

4.14 **Independent Contractor**

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

B. The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "**City Hiring Plan**") entered into in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 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.

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

D. The Park District will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such

individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

E. In the event of any communication to the Park District by a City employee or City official in violation of Section (C) above, or advocating a violation of Section (D) above, the Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**IGO Hiring Oversight**") and also to the head of the DPD. The Park District will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

4.15 FOIA and Local Records Act Compliance

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

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

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

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of the Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining

phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

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

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

SECTION 6. INSURANCE

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

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

B. **Commercial General Liability** (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services. Subcontractors performing work or services for the Park District must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

C. **Automobile Liability** (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Park District must provide or cause to be provided Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

D. **Professional Liability.** When any architects, engineers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance

covering acts, errors, or omissions must be maintained or caused to be maintained, with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

6.2. Additional Requirements. The Park District must furnish the City of Chicago, Department of Planning and Development, 121 N. LaSalle Street, Room 905, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District must submit evidence of insurance acceptable to the City prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Park District is not a waiver by the City of any requirements for the Park District to obtain and maintain the specified coverages. The Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve the Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

SECTION 7. INDEMNIFICATION

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

SECTION 8. NO LIABILITY OF OFFICIALS

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

SECTION 9. DEFAULT AND REMEDIES

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

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

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

SECTION 10. BUSINESS RELATIONSHIPS

Pursuant to Section 2-156-030(b) of the Chicago Municipal Code, it is illegal for:

- (i) 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 any business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code) on the part of the official, or the "Domestic Partner" (as defined in Section 2-156-010 of the Municipal Code) or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months, and
- (ii) for any elected official to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has any business relationship that creates a Financial Interest on the part of the official, or the Domestic Partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Any 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 Park District hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 11. GENERAL CONDITIONS

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

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

11.3. **Counterparts.** This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the

same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

11.4. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, negotiations and discussions between the Parties with respect to the Project.

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

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

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

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

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

To the City: City of Chicago
 Department of Planning and Development
 Attention: Commissioner
 121 N. LaSalle Street, Room 905
 Chicago, Illinois 60602
 (312) 744-4190
 (312) 744-2271 (Fax)

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

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

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

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

11.10. **Parties' Interest / No Third Party Beneficiaries.** The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Park District, will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Park District.

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

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

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

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

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

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

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

DESCRIPTION OF PROJECT
(Park Expansion Project)

Kennicott Park Project

Address: 4434 South Lake Park Avenue, Chicago, Illinois 60653

P.I.N.s: 20-02-310-012
20-02-310-013
20-02-310-014
20-02-310-015

Community Area: Kenwood Redevelopment Area

Description of Project: Existing park expansion project; costs to include land acquisition, alley closure, site preparation, utilities/lights, paving & fencing, landscaping, benches, and other necessities and contingencies

Amount of Open Space Fees: \$290,346
Source of Funds/CAPS Code: PS39 131 54 5039 2604

EXHIBIT B

BUDGET
(Park Expansion Project)

Kennicott Park Project: \$290,346.82

Item	
Land Acquisition	\$114,048.82
Alley Closure	25,000.00
Site Preparation	20,000.00
Utilities/Lights	25,000.00
Paving & Fencing	38,000.00
Landscaping	25,000.00
Benches	20,000.00
Permits and Contractor General Conditions	13,298.00
Contingencies	10,000.00
Total	\$290,346.82

EXHIBIT C

CERTIFICATE OF EXPENDITURE
(Park Expansion Project)

Kennicott Park Project

[Next Page]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District, a body politic and Corporate of the State of Illinois, hereby certifies that with respect to that certain Intergovernmental Agreement between the Park District and the City of Chicago dated _____, ____ (the "Agreement"):

- A. Expenditures for the Project, in the total amount of \$_____, have been made:
- B. This paragraph B sets forth and is a true and complete statement of all costs of Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date: \$_____
- C. The Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements: \$_____
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. The Park District hereby certifies to the City that, as of the date hereof:
 - 1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.
 - 2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.
 - 3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.
 - 4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____
City of Chicago
Department of Planning and Development

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

EXHIBIT D

DRAWINGS
(Park Expansion Project)

Kennicott Park Project

[Next Page - To be reviewed\supplemented at Closing]

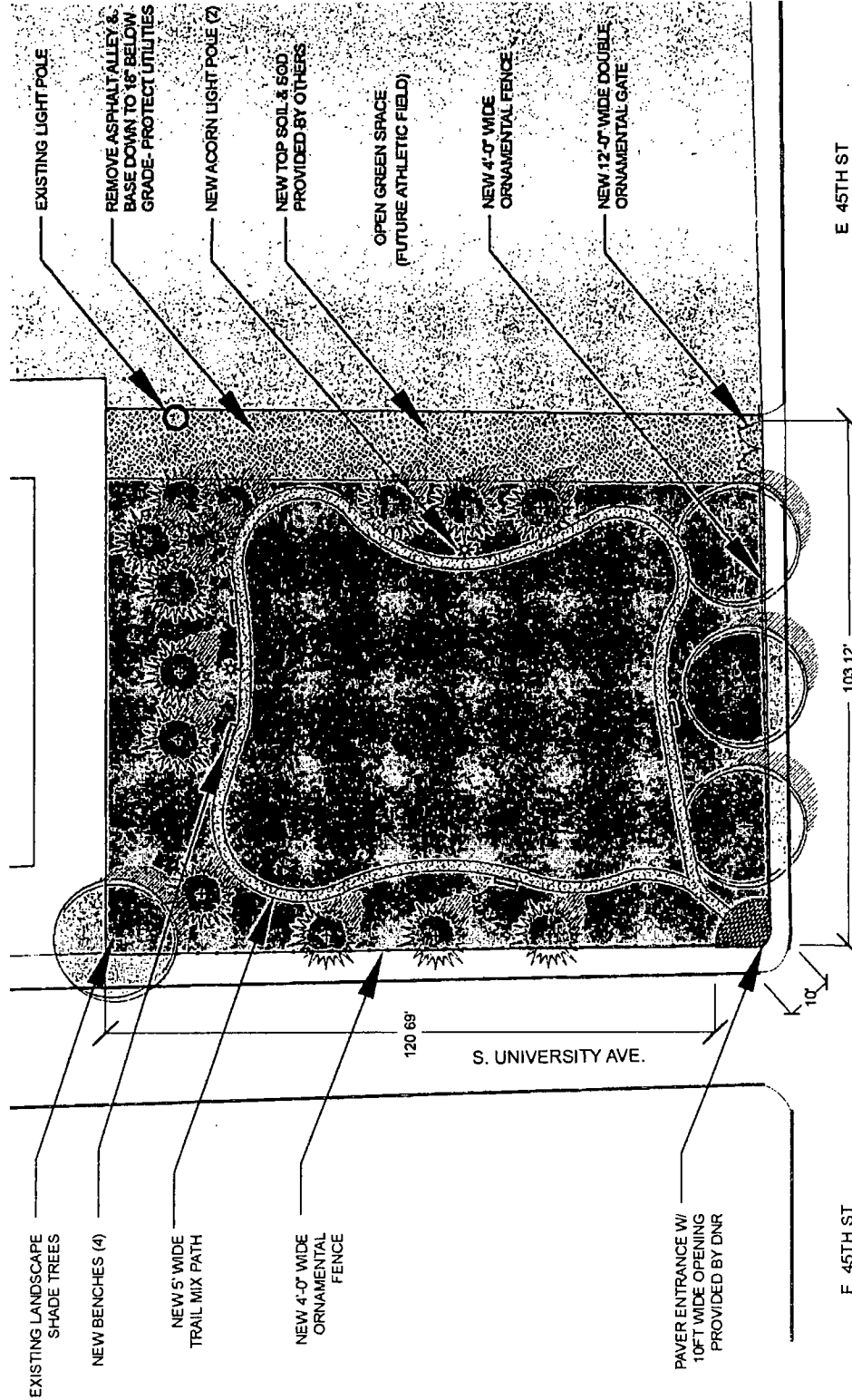


CHICAGO
PARK
DISTRICT
630 N. LAKE STREET
CHICAGO, IL 60611

DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
IN CHARGE	
PROJECT NO.	
SHEET NO.	
SHEET INFORMATION	

KENNICOTT PARK
PARK EXPANSION

L-2



SCALE: 1" = 20'-0"



EXHIBIT E

PROJECT SCHEDULE
(Park Expansion Project)

Kennicott Park Project

[To be attached at Closing]



City of Chicago



A2015-32

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Holly S. Lodarek and Elizabeth S. Rossdeutscher as members of Special Service Area No. 23, Lincoln Park Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have reappointed Holly S. Lodarek and Elizabeth S. Rossdeutscher as members of Special Service Area No. 23, the Lincoln Park Commission, for terms effective immediately and expiring May 13, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-33

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Margaret W. Jeanblanc and Bruce D. Longanecker, Sr. as members of Special Service Area No. 23, Lincoln Park Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have reappointed Margaret W. Jeanblanc and Bruce D. Longanecker, Sr. as members of Special Service Area No. 23, the Lincoln Park Commission, for terms effective immediately and expiring May 13, 2018.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-36

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Suellen G. Hurt, Ayesha A. Karim and Judy Minor-Jackson as members of Special Service Area No. 42, 71st/Stony Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have reappointed Suellen G. Hurt, Ayesha A. Karim, and Judy Minor-Jackson as members of Special Service Area No. 42, the 71st/Stony Commission, for terms effective immediately and expiring April 11, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-37

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/20/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Sean P. Connolly as member of Special Service Area No. 54, Sheridan Road Commission
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 20, 2015

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

Ladies and Gentlemen:

I have reappointed Sean P. Connolly as a member of Special Service Area No. 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor