City of Chicago
Office of the City Clerk

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

Legislation Referred to Committees at the Chicago City Council Meeting
1/13/2016
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental				
1	O2016-101	Intergovernmental agreement with Chicago Board of Education for Tax Increment Financing (TIF) assistance for rehabilitation of Belmont-Cragin Elementary School	Emanuel (Mayor)	Finance
2	O2016-68	Intergovernmental agreement with City of Evanston and Village of Oak Park regarding Divvy bike sharing system	Emanuel (Mayor)	Budget
Agreement(s) - Lease				
3	O2016-155	Renewal of lease agreement with Chicago Board of Education for use of building space at 13261 S Corliss Ave by Chicago Public Library	Emanuel (Mayor)	Housing
Appointment(s)				
4	A2016-10	Appointment of Richard Ford, Eric F. Nixon, Harold C. Ohde, Angelita Perez, and Morris Toporek as members of Electrical Commission	Emanuel (Mayor)	Zoning
5	A2016-11	Designation of Blake P. Sercye as Chairman of the Zoning Board of Appeals	Emanuel (Mayor)	Zoning
6	A2016-12	Appointment of Amanda Williams as member of Zoning Board of Appeals	Emanuel (Mayor)	Zoning
7	A2016-4	Appointment of Luis A. Monje as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor)	Finance
8	A2016-5	Appointment of Nichol Vargas as member of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor)	Finance
9	A2016-6	Appointment of Nickolas J. Coclais as member of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor)	Finance
10	A2016-8	Appointment of John H. Idler as member of Special Service Area No. 1-2015, State Street Commission	Emanuel (Mayor)	Finance
11	A2016-9	Appointment of Paul P. Connolly as member of Board of Local Improvements	Emanuel (Mayor)	Transportation
Fund 925 Amendment(s)				
12	O2016-67	Annual Appropriation Ordinance Year 2016 amendment within Fund No. 925 for Office of the Mayor	Emanuel (Mayor)	Budget

Legislation Referred to Committees at the Chicago City Council Meeting
1/13/2016
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Municipal Code Amendment(s)				
13	O2016-103	Amendment of Municipal Code Chapter 2-36 by adding new Section 570 authorizing Commissioner of Fire to enter into agreement related to electronic submission of inspection records and inspection fees	Emanuel (Mayor)	Budget
14	O2016-105	Amendment of Municipal Code Titles 3 and 4 concerning tax on non-cigarette tobacco products and associated tobacco-related regulations	Emanuel (Mayor) Moreno (1) Burns (4) Pawar (47)	Finance
15	O2016-341	Amendment of Municipal Code Titles 3, 4 and 17 concerning regulation of hotel accommodations, short term residential rental intermediaries and shared housing units	Emanuel (Mayor)	License
16	O2016-66	Amendment of Municipal Code Sections 9-112-480 and 9-112-575 concerning distribution of taxicab driver licenses and establishment of taxicab driver incentive program	Emanuel (Mayor)	License
Open Space Impact Fee(s)				
17	O2016-69	Expenditure of Open Space Impact Fee funds for Julia De Burgos Park	Emanuel (Mayor)	Special Events
Property - Acquisition				
18	O2016-160	Acquisition of property in 1600 block of W Edgewater Ave and W Hollywood Ave	Emanuel (Mayor)	Housing
Reappointment(s)				
19	A2016-3	Reappointment of Paul F. Kartcheske as member of Special Service Area No. 31, Greater Ravenswood Commission	Emanuel (Mayor)	Finance
20	A2016-7	Reappointment of Jacob Elkins-Ryan as member of Special Service Area No. 8, Lakeview East Commission	Emanuel (Mayor)	Finance
Tax Increment Financing				
21	O2016-100	Amendment No. 3 to Central West Redevelopment Project Area Tax Increment Financing (TIF) District Redevelopment Plan and Project	Emanuel (Mayor)	Finance

City of Chicago

O2016-101

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 1/13/2016

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Board of Education for Tax Increment Financing (TIF) assistance for rehabilitation of Belmont-Cragin Elementary School

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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 Belmont-Cragin School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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, 105 ILCS 5/1-1 et seq.; 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 Board operates a school known as Belmont-Cragin Elementary School (the "School") located at 5252 West Palmer Street (the "Property"); and

WHEREAS, the Board desires to rehabilitate the School and related improvements (the "Facility") on the Property to serve the School (the rehabilitation of the Facility shall be referred to herein as the "Project"); and

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

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on January 12, 2000 (as amended by ordinances adopted on May 17, 2000, July 6, 2011 and October 14, 2015): approving and adopting a tax increment financing redevelopment project and plan for the Belmont/Central Redevelopment Project Area; designating the Belmont/Central Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Belmont/Central Redevelopment Project Area (the aforesaid Ordinances adopting the Belmont/Central Redevelopment Project Area are collectively referred to herein as the "TIF Ordinances", the redevelopment plan approved by the TIF Ordinances for the Belmont/Central area is referred to herein as the "Redevelopment Plan" and the redevelopment project area created by the Belmont/Central TIF Ordinances, as amended, is referred to herein as the "Redevelopment Area"); and

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

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

Redevelopment Area shall be known as the "Increment"); and

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

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

WHEREAS, the City desires to allocate and use a portion of the Increment in an amount not to exceed $287,000 (the "City Funds") for the Project pursuant to a proposed intergovernmental agreement between the City and the Board in substantially the form attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 of the Agreement) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the TIF Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the TIF Act.

SECTION 3. The Commissioner of the Department of Planning and Development or a designee thereof is authorized to execute the Agreement and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as are necessary or appropriate.

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

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

EXHIBIT 1

AGREEMENT

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 THE BELMONT-CRAGIN ELEMENTARY SCHOOL

This Intergovernmental Agreement regarding the Belmont-Cragin Elementary School (this "Agreement") is made and entered into as of the __ day of _______, 20__(the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, 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 Board operates a school known as Belmont-Cragin Elementary School (the "School") located at 5252 West Palmer Street (the "Property"); and

WHEREAS, the Board desires to rehabilitate the School and related improvements (the "Facility") on the Property to serve the School (the rehabilitation of the Facility shall be referred to herein as the "Project"); and

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

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on January 12, 2000 (as amended by ordinances adopted on May 17, 2000, July 6, 2011 and October 14, 2015): approving and adopting a tax increment financing redevelopment project and plan for the Belmont/Central Redevelopment Project Area; designating the Belmont/Central Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Belmont/Central Redevelopment Project Area (the aforesaid Ordinances adopting the Belmont/Central Redevelopment Project Area are collectively referred to herein as the "TIF Ordinances", the redevelopment plan approved by the TIF Ordinances for the Belmont/Central area is referred to herein as the "Redevelopment Plan" and the redevelopment project area created by the Belmont/Central TIF Ordinances, as amended, is referred to herein as the "Redevelopment Area"); and

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

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

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

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

WHEREAS, the City desires to allocate and use a portion of the Increment in an amount not to exceed $287,000 (the "City Funds") for the Project; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; now, therefore,

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

ARTICLE ONE: INCORPORATION OF RECITALS

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

ARTICLE TWO: THE PROJECT

1. The School, the Facility and the Project are described in Exhibit A hereto. The plans and specifications for the Project shall be provided to the City by the Board and approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor

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

ARTICLE THREE: FUNDING

1. (a) On a quarterly basis (or as otherwise agreed to by the Department), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has incurred; and (iii) all other documentation described in Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. No City Funds shall be disbursed with respect to the Project until the Board has evidenced to the City in writing to the City's satisfaction that the Board owns or otherwise controls the Property, or has the right to enter the Property and undertake such activities as the Board deems necessary prior to owning or otherwise controlling the Property. 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.

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

(i) the total amount of the City Funds disbursed in the previously made Disbursement (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

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

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

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

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) [intentionally omitted]

(d) [intentionally omitted]

(e) (i) [intentionally omitted]

(ii) The City may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to the Increment. In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Funds is subject to: (i) the City's annual retention of Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

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

2. The current estimate of the cost of the Project is $287,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any

point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

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

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

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

6. [intentionally omitted]

7. During the Term hereof the Board shall not sell, transfer, convey or otherwise dispose of all or any portion of the Facility and/or the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, 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 grant of the City Funds hereunder pursuant to the Act.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2024).

ARTICLE FIVE: INDEMNITY; DEFAULT

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

Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any 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 all agreements 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 any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

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

ARTICLE SIX: CONSENT

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

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
42 West Madison Street, 2^{nd} Floor
Chicago, Illinois 60602

and

General Counsel
Board of Education of the City of Chicago
One North Dearborn Street, 9^{th} Floor
Chicago, Illinois 60602

Notice to the City shall be addressed to:

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

and

Corporation Counsel
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) [intentionally omitted]; (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 regarding the Project.

ARTICLE FOURTEEN: AUTHORITY

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

ARTICLE FIFTEEN: HEADINGS

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

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

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

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

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

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

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

ARTICLE NINETEEN: REPRESENTATIVES

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

For the Board:

Mary De Runtz, Deputy Chief Facilities Officer
Board of Education of the City of Chicago
42 West Madison Street, 9th Floor
Chicago, Illinois 60602
Phone: 773-553-2900

For the City:

Denise Roman, Economic Development Coordinator
City of Chicago, Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-6502
Email: denise.roman@cityofchicago.org

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: ____

Commissioner
Department of Planning and Development

The Board of Education
of the City of Chicago

By: ____________________________

Frank M. Clark, President

Attest: ____________________________

Estela G. Beltran, Secretary

By: ____________________________

Forrest Claypool, Chief Executive Officer

Board Report No. 01-0725-RS2

Approved as to legal form:

____

Ronald L. Marmer, General Counsel

AGREEMENT EXHIBIT A
THE SCHOOL, THE FACILITY AND THE PROJECT

The project work consists of installing a new playground for children 2 to 12 years old. The work includes a poured-in-place rubber surfacing and concrete containment curb.

The improvements will provide Belmont Cragin with a play lot that offers students, their families and the community the opportunity for active play. This project supports the mayor's initiative to ensure all have access to healthy outdoor activities.

Project is scheduled to be completed by end of the summer 2016.

AGREEMENT EXHIBITS B-D
[intentionally omitted]

AGREEMENT EXHIBIT E
REQUISITION FORM

REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, ________________, __________________ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the Belmont-Cragin Elementary School dated _______, 20__ (the "Agreement"):

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

TOTAL: $_________

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

$_________

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

$_________

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

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

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

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

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

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

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

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

By: ______________________
Name: ______________________
Title: ______________________

Subscribed and sworn before me this ___ day of ____________, ______.

____
My commission expires: ________

AGREEMENT EXHIBIT F
[intentionally omitted]

AGREEMENT EXHIBIT G
PROJECT BUDGET

Design		$25,000
Construction		$200,000
Environmental		$15,000
CPS Administration		$13,000
FF&E		-
Contingencies		$34,000
Total	$	287,000

AGREEMENT EXHIBIT H
PROJECT TIF-FUNDED IMPROVEMENTS

Design		$25,000
Construction		$200,000
Environmental		$15,000
CPS Administration		$13,000
FF&E		-
Contingencies		$34,000
Total	$	287,000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-68

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Evanston and Oak Park regarding Divvy Program bike sharing system
Committee(s) Assignment:	Committee on Budget and Government Operations

BVDG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of a intergovernmental agreement with Evanston and Oak Park regarding the Divvy Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the City has established a large bike sharing system in Chicago (the "System"); and

WHEREAS, the City has received grants totaling $28,000,000 (the "Grant Funds") from the federal government to pay for the costs of purchase and installation of the infrastructure of the System, which will be supplemented by City funds in the amount of approximately $6,500,000; and

WHEREAS, the City, through its Department of Transportation ("CDOT"), desires to act as a fiscal agent to a portion of the Grant Funds in the amount of $320,000 that will be granted to the City of Evanston ("Evanston") for the purpose of Evanston acquiring a substantially identical bike sharing system to the System such that the two systems will, *inter alia*, (i) be interoperable, (ii) share a brand identity through a licensing arrangement, and (iii) may share certain costs and revenues; and

WHEREAS, the City, through CDOT, also desires to act as a fiscal agent to a portion of the Grant Funds in the amount of $480,000 that will be granted to the Village of Oak Park ("Oak Park," and together with Evanston, the "Parties") for the purpose of Oak Park acquiring a substantially identical bike sharing system to the System such that the two systems will, *inter alia*, (i) be interoperable, (ii) share a brand identity through a licensing arrangement, and (iii) may share certain costs and revenues; and

WHEREAS, the City and the Parties wish to enter into intergovernmental agreements in substantially the forms attached as Exhibit A and Exhibit B (the "Agreements") whereby the City shall grant $320,000 to Evanston and $480,000 to Oak Park, respectively; 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. Subject to the approval of the Corporation Counsel of the City as to form and legality, the Commissioner of CDOT is authorized to execute and deliver the Agreements in substantially the forms attached hereto as Exhibit A and Exhibit B, and such other documents as are necessary, between the City and the Parties.

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 other provisions of this ordinance.

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

EXHIBIT A

Evanston Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CITY OF EVANSTON REGARDING THE CHICAGO CITY-WIDE BIKE SHARING SYSTEM

This Intergovernmental Agreement (the "Intergovernmental Agreement") is made and entered into this __th day of__________, 20__ by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Transportation, and the City of Evanston ("Evanston"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The City and Evanston are sometimes referred to herein individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the City has received grants totaling $28,000,000 (the "Grant Funds") from the federal government to pay for the costs of purchase and installation of the infrastructure of a bike sharing system within Chicago (the "System"), which will be supplemented by City funds in the amount of approximately $6,500,000; and

WHEREAS, the City desires to act as a fiscal agent to a portion of the Grant Funds in the amount of $320,000 that will be granted to Evanston (the "Evanston Pass-Through Grant") for the purpose of Evanston acquiring a substantially identical bicycle sharing system to the System such that the two systems will, *inter alia*, (i) be interoperable, (ii) share a brand identity through a licensing arrangement described herein, and (iii) may share certain costs and revenues in a manner described herein; and

WHEREAS, the City, as the fiscal agent, will provide the Evanston Pass-Through Grant through direct payments to the Bicycle Sharing Provider, as hereinafter defined, for costs related to the Evanston Project, as hereinafter defined; and

WHEREAS, Evanston is required to provide no less than $80,000 as the local match funds for the Evanston Pass-Through Grant (the "Local Match Funds"); and

WHEREAS, Evanston will provide the Local Match Funds through direct payments to the Bicycle Sharing Provider, as hereinafter defined, for eligible costs in connection with the Evanston Project, as hereinafter defined; and

WHEREAS, Evanston will be the owner of all Bicycle Stations, as hereinafter defined, used in the Evanston System, as hereinafter defined; and

WHEREAS, the City is the owner of Federal trademark registrations for the marks "Divvy" (Reg. No. 4802363) and "Divvy and Design" (Reg. No. 4802362) and various trademarks, service marks, logos, trade dress and the like used in connection with the System and is the owner of for the Bike Sharing System (the "System Marks"); and

WHEREAS, Evanston desires that the Evanston System use the System Marks; and

WHEREAS, the City has entered into an agreement (the "Bicycle Sharing Agreement") with Motivate International, Inc. (the "Bicycle Sharing Provider"), for the Bicycle Sharing Provider to procure, install, operate and maintain the equipment necessary for the System (the installation, operation, maintenance of the equipment, displaying advertising on, repairing, replacing, dismantling and removing Bicycle Stations necessary for the System by the Bicycle Sharing Provider pursuant to the Bicycle Sharing Agreement shall be known herein as the "Project"); and

WHEREAS, the Bicycle Sharing Provider is licensed to use the System Marks in operating the System and related systems, including the Evanston System, subject to all restrictions and quality control provisions exercised by the City; and

WHEREAS, it is anticipated that Evanston will also enter into an agreement substantially similar to Bicycle Sharing Agreement (the "Evanston Bicycle Sharing Agreement") with the Bicycle Sharing Provider, for the Bicycle Sharing Provider to operate and maintain the equipment necessary for a bike sharing system in the City of Evanston, including all or most of the same service metrics as in the Bicycle Sharing Agreement (the "Evanston System," and collectively with the System, the "Entire System")(the installation, operation, maintenance of the equipment, displaying advertising on, repairing, replacing, dismantling and removing Evanston Bicycle Stations necessary for the System by the Bicycle Sharing Provider pursuant to the Evanston Bicycle Sharing Agreement shall be known herein as the "Evanston Project," and collectively with the Project, the "Entire Project"); and

WHEREAS, the City has entered into an agreement with Outfront Media LLC (f/k/a Van Wagner Communications, LLC), a New York limited liability company ("Outfront") to install, maintain, and remove advertising in connection with the System (the "Advertising Provider Agreement")(Outfront and its subcontractors will be collectively known as the "Advertising Provider"); and

WHEREAS, the Entire System shall benefit the Parties' residents, businesses and visitors by improving the environment and increasing the amenities of the Parties by providing an additional convenient transportation option; and

WHEREAS, the Evanston Project shall require that the Bicycle Sharing Provider install, operate and maintain certain necessary equipment (bicycles and related equipment known as "Bicycle Stations") on and at specific locations on and at property owned (or otherwise legally controlled) by Evanston (such property shall be known as "Evanston Property," such Bicycle Stations shall be known as "Evanston Bicycle Stations," and such locations shall be known as "Evanston Bicycle Station Locations"); and

WHEREAS, the Entire Project shall therefore require that Evanston grant (or cause to be granted to): (1) the Bicycle Sharing Provider and its contractor(s) and subcontractors (the Bicycle Sharing Provider, its contractors and subcontractor shall be known collectively as the "Contractors") and the Advertising Provider, appropriate rights of entry and access to the Evanston Bicycle Station Locations for purposes of installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing the Evanston Bicycle Stations; and (2) members of the public (the "Member") appropriate rights of entry and access to the Evanston Bicycle Station Locations for purposes of using the Evanston Bicycle Stations and the System;

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:

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS; DEFINITIONS

The recitals set forth above are incorporated herein by reference and made a part hereof. Any capitalized term used, but otherwise not defined, herein shall have the same meaning as ascribed to it in the Bicycle Sharing Agreement.

ARTICLE TWO: THE BICYCLE SHARING AGREEMENT, THE VILLAGE BICYCLE STATIONS AND THE VILLAGE BICYCLE STATION LOCATIONS

1. Evanston hereby acknowledges and agrees to comply with (i) all applicable terms and conditions of the Bicycle Sharing Agreement and (ii) the City's exercise of the control over the quality of the goods and services offered under the System Marks through its license with Motivate, all of which will be no more onerous than that which the City exercises over the System, all as directed by the City. Evanston acknowledges that City is the owner of the System Marks and that Evanston has no ownership interest in the System Marks.

2. Evanston shall not act or fail to act in such a manner as to cause the City or the Bicycle Sharing Provider to violate or be in default under the Bicycle Sharing Agreement.

3. Evanston, prior to entering into the Evanston Bicycle Sharing Agreement, shall furnish the City with a copy for the City's review and approval.

4. Evanston will determine potential Evanston Bicycle Station Locations (the "Potential Evanston Bicycle Station Locations"). Evanston shall use as its basis for the proper siting of the Bicycle Station Locations such factors as reservation of sites for future projects, aesthetics, crowd and traffic control, general safety and visibility, landscaping issues, and other factors which may affect the mission of the Evanston. The Illinois State Historic Preservation Officer (SHPO) shall be given the opportunity to review all Potential Evanston Bicycle Station Locations to ensure that they meet the Secretary of Interior's standard for rehabilitation and guidelines for rehabilitating historic buildings as contained in 36 CFR 67 and concur in a finding of no adverse effect pursuant to 36 CFR 800.

5. In addition to the Evanston Bicycle Stations funded from the proceeds of the Evanston Pass-Through Grant, Evanston may install additional Bicycle Stations funded by other sources. Such Bicycle Stations shall be considered Evanston Bicycle Stations, a part of the Evanston System and therefore a part of the Entire System, and subject to all of the terms and conditions of this Intergovernmental Agreement.

6. Evanston shall provide, or cause to be provided, to the City and Contractors the relevant information and documentation (including documentation evidencing Evanston's ownership or control of Evanston Property) regarding the Potential Evanston Bicycle Station Locations, the Evanston Bicycle Station Locations, and, to the extent necessary, the applicable Evanston Property(ies) necessary for purposes of installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing Evanston Bicycle Stations. Evanston shall provide any and all permits to install said Evanston Bicycle Stations at no cost to the Contractors.

7. Evanston hereby grants to the City, the City's agents and employees, Contractors and the Advertising Provider a right of entry to Evanston Bicycle Station Locations and, to the extent necessary, the applicable Evanston Property(ies) for purposes of (i) installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing the Evanston Bicycle Stations and (ii) inspection of compliance with quality standards that the City enforces with the System. Five days prior to the installation of such Evanston Bicycle Station, the Bicycle Sharing Provider shall provide written notice to Evanston's representative identified in Article Nineteen of its intention to install Evanston Bicycle Stations and its associated infrastructure, subject to Evanston's approval, which may include the necessity of

opening secured areas, providing locates and conducting before and after installation walkthroughs to determine damage and restoration if needed.

Evanston hereby also grants to the Members a right of entry to the Evanston Bicycle Station Locations and, to the extent necessary, the applicable Evanston Property(ies), for the purpose of using Evanston Bicycle Stations and the Evanston System. The terms and conditions of the rights of entry described in this paragraph 7 shall be coterminous with the Bicycle Sharing Agreement, as may be amended from time to time, only upon agreement of the parties hereto. Further, the Contractors shall keep, or cause to be kept, the Evanston Stations in a clean, well-maintained condition, and shall not use Evanston Property for any purpose other than those related to this Agreement, including but not limited to parking vehicles, storage or equipment or debris for longer than necessary to complete necessary construction and maintenance tasks.

8. Evanston acknowledges that the Evanston Bicycle Stations, and all related equipment installed at the Evanston Bicycle Station Locations by the Contractors, are and shall remain the property of Evanston. Evanston also agrees that all Evanston Bicycle Stations and other equipment purchased for the Evanston System shall be identical to the equipment in the System.

9. Evanston shall be responsible for all costs related to the Evanston Project and Evanston Bicycle Stations, including the costs described in subparts (a), (b) and (c) below:

(a) Damage to Bicycles.

(i) Evanston will be responsible for costs associated with damage to bicycles if the damage clearly occurred within Evanston (the "Evanston Costs").

(ii) The City will be responsible for the costs associated with damage to bicycles if the damage clearly occurred within the City (the "City Costs").

(iii) The costs of damage to bicycles that are not Evanston Costs nor City Costs, nor attributable to a particular Member, will be divided in proportion to the number of bicycles in a jurisdiction's system compared to the number of bicycles in the Entire System.

(b) Stolen or Missing Bicycles. Except as provided in the Evanston Bicycle Sharing Agreement, Evanston will be responsible for costs associated with stolen or missing bicycles (the "Costs of Missing Bicycles") in proportion to the number of bicycles in the Evanston System as compared to the number of bicycles in the Entire System. Solely for the purpose of illustration, and not of limitation, if the number of bicycles in the Evanston System is ten, and the number of bicycles in the Entire System is 100, the Evanston would be responsible for ten percent of the Costs of Missing Bicycles in the Entire System; provided, however, the Evanston's share of the Costs of Missing Bicycles shall not exceed any maximum amount of such cost stated in the Evanston Bicycle Sharing Agreement. Costs in excess of such maximum shall be the responsibility of the Bicycle Sharing Provider, and not of the City.

(c) Damage to Stations. Except as provided in the Evanston Bicycle Sharing Agreement, Evanston will be responsible for all costs associated with damage to Evanston Bicycle Stations, no matter the source of the damage.

10. The authorizations granted in or pursuant to this Intergovernmental Agreement

(including but not limited to the right of entry and license referenced in Section 6 above) shall be nonexclusive and nothing contained in this Intergovernmental Agreement shall be construed to limit, alter, or waive the right of Evanston to authorize persons other than the City, the Contractors and Advertising Provider to access and use the Evanston Property for any purpose, other than the operation of a bicycle sharing program.

11. At the conclusion of the Project, Evanston shall cause the Contractor to remove, or cause to be removed, any and all infrastructure, improvements, fixtures, signage or markings associated with the Project unless otherwise requested by the City. All removals from Evanston property must be within ninety (90) days of the conclusion of this Intergovernmental Agreement, or if the Project has been terminated by the City with their vendors due to any reason, including bankruptcy, impracticability, impossibility, abandonment or any other reason for early conclusion of this Project, within 90 days of termination.

12. Evanston agrees that the following elements of the Entire System shall be determined by the City, in its sole discretion: pricing, hours of operation, seasons of operation, emergency system shut down, software and technology upgrades, branding, colors, logo, the number and types of specialty bikes, and all advertising and promotional materials (in print or electronic form) incorporating the System Marks. The City reserves the right to modify this list at its sole discretion.

ARTICLE THREE: THE REVENUE SHARING AGREEMENT

1. Memberships. The revenue related to membership fees shall be distributed as follows:

(a) Annual Memberships.

(i) The City shall be entitled to the membership fee related to an annual membership that is purchased by a Member with a mailing address located within the City, the membership fee related to an annual membership that is purchased by a Member with a mailing address that is neither located within the City nor within Evanston, and any overage fees related to such trips that originate within the City.

(ii) Evanston shall be entitled to the membership fee related to an annual membership that is purchased by a Member with a mailing address that is located within Evanston and any overage fees related to trips that originate within Evanston.

(b) 24-hour Passes.

(i) The City shall be entitled to the fee related to any 24-hour pass that is purchased within the City and any overage fees related to such 24-hour pass for trips that originate within the City.

(ii) Evanston shall be entitled to the fees related to any 24-hour pass that is purchased within Evanston and any overage fees related to such 24-hour pass for trips that originate within Evanston.

(c) Gift Memberships and Gift 24-Hour Passes.

(i) The City shall be entitled to the fee related to a Gift Membership or Gift 24-hour pass is activated by a Member with a mailing address located within the City, and by a Member with a mailing address that is neither located within the City nor within Evanston.

(ii) Evanston shall be entitled to the fee related to a gift membership or a gift 24-hour pass that is activated by a Member with a mailing address located within Evanston.

(d) Notwithstanding the foregoing in subsection (c) above, if a Gift 24-hour Pass or Gift Membership is not activated within six months of the date of purchase (the "Unactivated Membership"), each Party shall be entitled to the share of the Unactivated Membership fee that is in proportion to the number of docking points in a particular jurisdiction divided by the number of docking points in the Entire System.

2. Licensed Merchandise

Grant: City grants Evanston a *non-exclusive* and *non-sublicensable* license to use the System Marks on the following goods: hats, t-shirts, bicycle helmets and sweatshirts ("Merchandise"). Should Evanston wish to use the System Marks on any other products not identified in the definition of "Merchandise," it must request permission in writing from City. Evanston acknowledges and agrees that all use of the System Marks on the Merchandise by Evanston inures to the benefit of the City.

Quality Control: Prior to manufacture of the Merchandise, Evanston must submit to City in writing samples of all Merchandise, specifications regarding materials and information regarding the manufacturer of the Merchandise for approval by City. Evanston must provide City with samples of Merchandise for sale or distributed to the public pursuant to the license in this paragraph on the anniversary of the effective date of this Agreement. If any of the Merchandise is modified in a material manner by Evanston, including a change in the identity of the manufacturer, samples and information regarding the manufacturer shall be provided to City for approval before the modified Merchandise is offered for sale or otherwise distributed to the public. Should City require any changes to Merchandise, Evanston will have thirty (30) days to modify the Merchandise as required by City. Should Evanston fail to do so, City may terminate the license granted under this paragraph. Any unsold merchandise in Evanston's possession as of the termination date must be given to City or otherwise disposed of as City directs.

All revenues from sales of Merchandise shall be distributed as follows:

(a) The City shall be entitled to all revenue from Merchandise purchased in and shipped to locations within the City, and shipped to locations neither within the City nor Evanston.

(b) Evanston shall be entitled to revenue from Merchandise created by Evanston and purchased in Evanston, less a ten percent licensing fee charged by the City (the "City Licensing Fee").

(c) Within 30 days following the end of each quarter, Evanston shall provide a report to the Bicycle Sharing Provider detailing the revenue obtained from Merchandising for such quarter. The Bicycle Sharing Provider shall then invoice Evanston in the amount of the City Licensing Fee. Evanston shall pay the amount of the invoice to the Bicycle Sharing Provider, who will deposit the funds as provided in the Bicycle Sharing Agreement.

3. Advertising.

(a) If Evanston agrees that the City will contract with the Advertising Provider to install advertising on the Evanston Bicycle Stations, Evanston does hereby grant to the City, the Contractors, and the Advertising Provider a license to use the Evanston Bicycle Station Locations for said purpose. The term of license described in this Section 3 shall be coterminous with the Bicycle Sharing Agreement and the Evanston Bicycle Sharing Agreement, as both may be amended from time to time. Ten percent of the gross revenue shall be allocated to the City as an administrative fee and such fee shall be in addition to and shall not be deducted from or considered a part of the City's share of the operating revenue. Evanston shall be entitled to all revenue, if any, generated by advertising from the Evanston Bicycle Stations remaining after payment of the City's administrative fee and the Advertising Provider's commission based on the rates in the Advertising Provider Agreement. Such advertising shall comply with the City's established standards for advertising content and format.

(b) Evanston may enter into agreements to install, maintain and remove advertising in connection with the Evanston Bicycle Stations with alternative advertising providers. Such advertising shall comply with the City's established standards for content, format, and existing contracts.

4. Sponsorship.

(a) The City has entered into that certain sponsorship agreement by and between with Blue Cross Blue Shield of Illinois and the City (the "Sponsorship Agreement"). The terms of the Sponsorship Agreement shall apply to the Evanston System and the Evanston Bicycle Stations. Evanston acknowledges and accepts that the City is entitled to 100% of the revenue generated by the Sponsorship Agreement in connection with the Evanston System and Evanston Bicycle Stations.

(b) The City contemplates entering into additional sponsorship agreements for additional station elements including, but not limited to, cellular service and payment system sponsorships (the "Additional Sponsorship Agreements"). If agreed upon by the sponsor, the terms of the Additional Sponsorship Agreements shall apply to the Evanston System and the Evanston Bicycle Stations. Evanston acknowledges and accepts that Evanston will be entitled to a percentage of the sponsorship revenue less any commissions based on the number of stations in the Evanston System in proportion to stations in the Entire System. Evanston also acknowledges that it shall only receive revenue if the sponsor(s) agree to extend the sponsorship to the Evanston System.

Notwithstanding the foregoing, Evanston may enter into sponsorship agreements in connection with individual Evanston Bicycle Stations, with the consent of the City, which consent shall not be unreasonably withheld.

ARTICLE FOUR: TERM

The Term of the Intergovernmental Agreement shall commence on the date hereof and shall expire upon the termination of the Bicycle Sharing Agreement according to its terms. Notwithstanding the foregoing, the City may terminate this Intergovernmental Agreement in its entirety, or any portion of it, at any time by a notice in writing from the City to Evanston for the following reasons:

1. The City or the Bicycle Sharing Provider terminates the Bicycle Sharing Agreement.

2. Evanston or the Bicycle Sharing Provider terminates the Evanston Bicycle Sharing Agreement.

3. The City terminates the System, the Entire System, or the Evanston System. If the City decides to terminate the Evanston System, it may offer to purchase the Evanston Bicycle Stations.

The City will give notice to Evanston in accordance with the provisions of Article Seven. The effective date of termination will be the date the notice is received by Evanston or the date stated in the notice, whichever is later.

ARTICLE FIVE: INDEMNITY

1. Evanston agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with Evanston's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

2. The City agrees to indemnify, defend and hold Evanston 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 Evanston arising from or in connection with the City's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

The indemnities contained herein shall survive the expiration of this Intergovernmental Agreement.

ARTICLE SIX: CONSENT

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

ARTICLE SEVEN: NOTICE

Notice to Evanston shall be addressed to:

City of Evanston
Community Development Department
100 Ridge Avenue
Evanston, Illinois 602011
Attention: Mark Muenzer, Director
Phone: (847) 448-8032

with a copy to:

City of Evanston
Law Department
2100 Ridge Avenue
Attention: W. Grant Farrar, Corporation Counsel
Phone: (847) 866-2937

Notice to the City shall be addressed to:

City of Chicago
Department of Transportation
30 North LaSalle, Suite 500
Chicago, Illinois 60602
Attention: Divvy Bike Program

with a copy to

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
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) overnight courier; (c) 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 clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subjection (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

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

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the City, Evanston and their respective successors and permitted assigns. This Intergovernmental Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns (and, to the extent applicable, the Bicycle Sharing Provider).

ARTICLE NINE: MODIFICATION

This Intergovernmental 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 Intergovernmental Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Intergovernmental Agreement shall be governed by the laws of the State of Illinois. If any provision of this Intergovernmental 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 Intergovernmental Agreement shall not affect the remaining portions of this Intergovernmental Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

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

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Intergovernmental Agreement constitutes the entire agreement between the parties and shall supersede any and all prior agreements regarding the subject matter hereof.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Intergovernmental Agreement by the City is authorized by an ordinance passed by the City Council of the City on ___________. Execution of this Intergovernmental Agreement by Evanston is authorized by a resolution approved by the City Council of Evanston on _________ __, 201_. The parties represent and warrant to each other that they have the authority to enter into this Intergovernmental Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

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

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

The Bicycle Sharing Provider shall be deemed a third party beneficiary of Article Two hereof; otherwise, nothing contained in this Intergovernmental Agreement, nor any act of the City or Evanston 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 Evanston.

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 member, official, employee or agent of the City or Evanston shall be individually or personally liable in connection with this Intergovernmental Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

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

For the Evanston:

City of Evanston
Community Development Department
100 Ridge Avenue
Evanston, Illinois 602011
Attention: Katherine Knapp
Phone: (847) 448-8032

For the City:

City of Chicago
Department of Transportation

30 North LaSalle
Chicago, Illinois 60602
Attention: Sean Wiedel
Phone: (312) 744-8182

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.

ARTICLE TWENTY: INSPECTION AND RECORDS

Evanston shall provide the City with reasonable access to its books and records relating to the Evanston System as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the revenues related to the memberships, merchandise, advertising, and sponsorship described in Article Three. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Evanston Property where the Evanston Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this Intergovernmental Agreement.

The balance of this page is intentionally left blank.
The signature page immediately follows this page.

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

CITY OF CHICAGO, ILLINOIS

By: ______________________________
Name: Rebekah Scheinfeld
Commissioner
Department of Transportation

CITY OF EVANSTON, ILLINOIS

By: ______________________________
Name: Wally Bobkiewicz
Title: City Manager

EXHIBIT B

Oak Park Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE VILLAGE OF OAK PARK REGARDING THE CHICAGO CITY-WIDE BIKE SHARING SYSTEM

This Intergovernmental Agreement (the "Intergovernmental Agreement") is made and entered into this __th day of__________, 2016 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 Transportation, and the Village of Oak Park (the "Village"), an Illinois municipal corporation and home rule of government under Article VIVV, Section 6(a) of the 1970 Constitution of the State of Illinois. The City and the Village are sometimes referred to herein individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the City has received grants totaling $28,000,000 (the "Grant Funds") from the federal government to pay for the costs of purchase and installation of the infrastructure of a bike sharing system within Chicago (the "System"), which will be supplemented by City funds in the amount of approximately $6,500,000; and

WHEREAS, the City desires to act as a fiscal agent to a portion of the Grant Funds in the amount of $480,000 that will be granted to the Village (the "Village Pass-Through Grant") for the purpose of the Village acquiring a substantially identical bicycle sharing system to the System such that the two systems will, *inter alia*, (i) be interoperable, (ii) share a brand identity through a licensing arrangement described herein, and (iii) may share certain costs and revenues in a manner described herein; and

WHEREAS, the City, as the fiscal agent, will provide the Village Pass-Through Grant through direct payments to the Bicycle Sharing Provider, as hereinafter defined, for costs related to the Village Project, as hereinafter defined; and

WHEREAS, the Village is required to provide no less than $120,000 as the local match funds for the Village Pass-Through Grant (the "Local Match Funds"); and

WHEREAS, the Village will provide the Local Match Funds through direct payments to the Bicycle Sharing Provider, as hereinafter defined, for eligible costs in connection with the Village Project, as hereinafter defined; and

WHEREAS, the Village will be the owner of all Bicycle Stations, as hereinafter defined, used in the Village System, as hereinafter defined; and

WHEREAS, the City is the owner of Federal trademark registrations for the marks "Divvy" (Reg. No. 4802363) and "Divvy and Design" (Reg. No. 4802362) and various trademarks, service marks, logos, trade dress and the like used in connection with the System and is the owner of for the Bike Sharing System (the "System Marks"); and

WHEREAS, the Village desires that the Village System use the System Marks; and

WHEREAS, the City has entered into an agreement (the "Bicycle Sharing Agreement") with Motivate International, Inc. (the "Bicycle Sharing Provider"), for the Bicycle Sharing Provider to procure, install, operate and maintain the equipment necessary for the System (the installation, operation, maintenance of the equipment, displaying advertising on, repairing, replacing, dismantling and removing Bicycle Stations necessary for the System by the Bicycle Sharing Provider pursuant to the Bicycle Sharing Agreement shall be known herein as the "Project"); and

WHEREAS, the Bicycle Sharing Provider is licensed to use the System Marks in operating the System and related systems, including the Village System, subject to all restrictions and quality control provisions exercised by the City; and

WHEREAS, it is anticipated that the Village will also enter into an agreement substantially similar to the Bicycle Sharing Agreement (the "Village Bicycle Sharing Agreement") with the Bicycle Sharing Provider, for the Bicycle Sharing Provider to operate and maintain the equipment necessary for a bike sharing system in the Village of Oak Park, including all or most of the same service metrics as in the Bicycle Sharing Agreement (the "Village System," and collectively with the System, the "Entire System")(the installation, operation, maintenance of the equipment, displaying advertising on, repairing, replacing, dismantling and removing Village Bicycle Stations necessary for the System by the Bicycle Sharing Provider pursuant to the Village Bicycle Sharing Agreement shall be known herein as the "Village Project," and collectively with the Project, the "Entire Project"); and

WHEREAS, the City has entered into an agreement with Outfront Media LLC (fka Van Wagner Communications, LLC), a New York limited liability company ("Outfront") to install, maintain, and remove advertising in connection with the System (the "Advertising Provider Agreement")(Outfront and its subcontractors will be collectively known as the "Advertising Provider"); and

WHEREAS, the Entire System shall benefit the Parties' residents, businesses and visitors by improving the environment and increasing the amenities of the Parties by providing an additional convenient transportation option; and

WHEREAS, the Village Project shall require that the Bicycle Sharing Provider install, operate and maintain certain necessary equipment (bicycles and related equipment known as "Bicycle Stations") on and at specific locations on and at property owned (or otherwise legally controlled) by the Village (such property shall be known as "Village Property," such Bicycle Stations shall be known as "Village Bicycle Stations," and such locations shall be known as "Village Bicycle Station Locations"); and

WHEREAS, the Entire Project shall therefore require that the Village grant (or cause to be granted to): (1) the Bicycle Sharing Provider and its contractor(s) and subcontractors (the Bicycle Sharing Provider, its contractors and subcontractor shall be known collectively as the "Contractors") and the Advertising Provider, appropriate rights of entry and access to the Village Bicycle Station Locations for purposes of installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing the Village Bicycle Stations; and (2) members of the public (the "Member") appropriate rights of entry and access to the Village Bicycle Station Locations for purposes of using the Village Bicycle Stations and the System;

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:

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS; DEFINITIONS

The recitals set forth above are incorporated herein by reference and made a part hereof. Any capitalized term used, but otherwise not defined, herein shall have the same meaning as ascribed to it in the Bicycle Sharing Agreement.

ARTICLE TWO: THE BICYCLE SHARING AGREEMENT, THE VILLAGE BICYCLE STATIONS AND THE VILLAGE BICYCLE STATION LOCATIONS

1. The Village hereby acknowledges and agrees to comply with (i) all applicable terms and conditions of the Bicycle Sharing Agreement, and (ii) the City's exercise of the control over the quality of the goods and services offered under the System Marks through its license with Motivate, all of which will be no more onerous than that which the City exercises over the System, all as directed by the City. The Village acknowledges that City is the owner of the System Marks and that the Village has no ownership interest in the System Marks.

2. The Village shall not act or fail to act in such a manner as to cause the City or the Bicycle Sharing Provider to violate or be in default under the Bicycle Sharing Agreement.

3. The Village, prior to entering into the Village Bicycle Sharing Agreement, shall furnish the City with a copy for the City's review and approval.

4. The Village will determine potential Village Bicycle Station Locations (the "Potential Village Bicycle Station Locations"). The Village shall use as its basis for the proper siting of the Bicycle Station Locations such factors as reservation of sites for future projects, aesthetics, crowd and traffic control, general safety and visibility, landscaping issues, and other factors which may affect the mission of the Village. The Illinois State Historic Preservation Officer (SHPO) shall be given the opportunity to review all Potential Village Bicycle Station Locations to ensure that they meet the Secretary of Interior's standard for rehabilitation and guidelines for rehabilitating historic buildings as contained in 36 CFR 67 and concur in a finding of no adverse effect pursuant to 36 CFR 800.

5. In addition to the Village Bicycle Stations funded from the proceeds of the Village Pass-Through Grant, Village may install additional Bicycle Stations funded by other sources. Such Bicycle Stations shall be considered Village Bicycle Stations, a part of the Village System and therefore a part of the Entire System, and subject to all of the terms and conditions of this Intergovernmental Agreement.

6. The Village shall provide, or cause to be provided, to the City and Contractors the relevant information and documentation (including documentation evidencing the Village's ownership or control of the Village Property) regarding the Potential Village Bicycle Station Locations, the Village Bicycle Station Locations, and, to the extent necessary, the applicable Village Property(ies) necessary for purposes of installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing the Village Bicycle Stations. The Village shall provide any and all permits to install said Village Bicycle Stations at no cost to the Contractors.

7. The Village hereby grants to the City, the City's agents and employees, Contractors and the Advertising Provider a right of entry to the Village Bicycle Station Locations and, to the extent necessary, the applicable Village Property(ies) for purposes of (i) installing, operating, maintaining, displaying advertising on, repairing, replacing, dismantling and removing the Village Bicycle Stations and (ii) inspection of compliance with quality standards that the City enforces with the System. Five days prior to the installation of such Village Bicycle Station, the Bicycle Sharing Provider shall provide written notice to the Village's representative identified in Article Nineteen of its intention to install Village Bicycle Stations and its associated infrastructure, subject to the Village's approval, which may include the necessity of opening secured areas, providing locates and conducting before and after installation walkthroughs to

determine damage and restoration if needed.

The Village hereby also grants to the Members a right of entry to the Village Bicycle Station Locations and, to the extent necessary, the applicable Village Property(ies), for the purpose of using the Village Bicycle Stations and the System. The terms and conditions of the rights of entry described in this paragraph 7 shall be coterminous with the Bicycle Sharing Agreement, as may be amended from time to time, only upon agreement of the parties hereto. Further, the Contractors shall keep, or cause to be kept, the Village Stations in a clean, well-maintained condition, and shall not use the Village Property for any purpose other than those related to this Agreement, including but not limited to parking vehicles, storage or equipment or debris for longer than necessary to complete necessary construction and maintenance tasks.

8. The Village acknowledges that the Village Bicycle Stations, and all related equipment installed at the Village Bicycle Station Locations by the Contractors, are and shall remain the property of the Village. The Village also agrees that all Village Bicycle Stations and other equipment purchased for the Village System shall be identical to the equipment in the System.

9. The Village shall be responsible for all costs related to the Village Project and Village Bicycle Stations, including the costs described in subparts (a), (b) and (c) below:

(a) Damage to Bicycles.

(i) The Village will be responsible for costs associated with damage to bicycles if the damage clearly occurred within the Village (the "Village Costs").

(ii) The City will be responsible for the costs associated with damage to bicycles if the damage clearly occurred within the City (the "City Costs").

(iii) The costs of damage to bicycles that are not Village Costs nor City Costs, nor attributable to a particular Member, will be divided in proportion to the number of bicycles in a jurisdiction's system compared to the number of bicycles in the Entire System.

(b) Stolen or Missing Bicycles. Except as provided in the Village Bicycle Sharing Agreement, the Village will be responsible for costs associated with stolen or missing bicycles (the "Costs of Missing Bicycles") in proportion to the number of bicycles in the Village System as compared to the number of bicycles in the Entire System. Solely for the purpose of illustration, and not of limitation, if the number of bicycles in the Village System is ten, and the number of bicycles in the Entire System is 100, the Village would be responsible for ten percent of the Costs of Missing Bicycles in the Entire System; provided, however, the Village's share of the Costs of Missing Bicycles shall not exceed any maximum amount of such cost stated in the Village Bicycle Sharing Agreement. Costs in excess of such maximum shall be the responsibility of the Bicycle Sharing Provider, and not of the City.

(c) Damage to Stations. Except as provided in the Village Bicycle Sharing Agreement, the Village will be responsible for all costs associated with damage to Village Bicycle Stations, no matter the source of the damage.

10. The authorizations granted in or pursuant to this Intergovernmental Agreement (including but not limited to the right of entry and license referenced in Section 6 above) shall be nonexclusive and nothing contained in this Intergovernmental Agreement shall be construed to

limit, alter, or waive the right of the Village to authorize persons other than the City, the Contractors and Advertising Provider to access and use the Village Property for any purpose, other than the operation of a bicycle sharing program.

11. At the conclusion of the Project, the Village shall cause the Contractor to remove, or cause to be removed, any and all infrastructure, improvements, fixtures, signage or markings associated with the Project unless otherwise requested by the City. All removals from Village property must be within ninety (90) days of the conclusion of this Intergovernmental Agreement, or if the Project has been terminated by the City with their vendors due to any reason, including bankruptcy, impracticability, impossibility, abandonment or any other reason for early conclusion of this Project, within 90 days of termination.

12. The Village agrees that the following elements of the Entire System shall be determined by the City, in its sole discretion: pricing, hours of operation, seasons of operation, emergency system shut down, software and technology upgrades, branding, colors, logo, the number and types of specialty bikes, and all advertising and promotional materials (in print or electronic form) incorporating the System Marks. The City reserves the right to modify this list at its sole discretion.

ARTICLE THREE: THE REVENUE SHARING AGREEMENT

1. Memberships. The revenue related to membership fees shall be distributed as follows:

(a) Annual Memberships.

(i) The City shall be entitled to the membership fee related to an annual membership that is purchased by a Member with a mailing address located within the City, the membership fee related to an annual membership that is purchased by a Member with a mailing address that is neither located within the City nor within the Village, and any overage fees related to such trips that originate within the City.

(ii) The Village shall be entitled to the membership fee related to an annual membership that is purchased by a Member with a mailing address that is located within the Village and any overage fees related to trips that originate within the Village.

(b) 24-hour Passes.

(i) The City shall be entitled to the fee related to any 24-hour pass that is purchased within the City and any overage fees related to such 24-hour pass for trips that originate within the City.

(ii) The Village shall be entitled to the fees related to any 24-hour pass that is purchased within the Village and any overage fees related to such 24-hour pass for trips that originate within the Village.

(c) Gift Memberships and Gift 24-Hour Passes.

(i) The City shall be entitled to the fee related to a Gift Membership or Gift 24-hour pass is activated by a Member with a mailing address located within the City, and by a Member with a mailing address that is neither located within the City nor within the Village.

(ii) The Village shall be entitled to the fee related to a gift membership or a gift 24-hour pass that is activated by a Member with a mailing address located within the Village.

(d) Notwithstanding the foregoing in subsection (c) above, if a Gift 24-hour Pass or Gift Membership is not activated within six months of the date of purchase (the "Unactivated

Membership"), each Party shall be entitled to the share of the Unactivated Membership fee that is in proportion to the number of docking points in a particular jurisdiction divided by the number of docking points in the Entire System.

2. Licensed Merchandise

Grant: City grants the Village a non-exclusive and non-sublicensable license to use the System Marks on the following goods: hats, t-shirts, bicycle helmets and sweatshirts ("Merchandise"). Should the Village wish to use the System Marks on any other products not identified in the definition of "Merchandise," it must request permission in writing from City. The Village acknowledges and agrees that all use of the System Marks on the Merchandise by the Village inures to the benefit of the City.

Quality Control: Prior to manufacture of the Merchandise, the Village must submit to City in writing samples of all Merchandise, specifications regarding materials and information regarding the manufacturer of the Merchandise for approval by City. The Village must provide City with samples of Merchandise for sale or distributed to the public pursuant to the license in this paragraph on the anniversary of the effective date of this Agreement. If any of the Merchandise is modified in a material manner by the Village, including a change in the identity of the manufacturer, samples and information regarding the manufacturer shall be provided to City for approval before the modified Merchandise is offered for sale or otherwise distributed to the public. Should City require any changes to Merchandise, the Village will have thirty (30) days to modify the Merchandise as required by City. Should the Village fail to do so, City may terminate the license granted under this paragraph. Any unsold merchandise in the Village's possession as of the termination date must be given to City or otherwise disposed of as City directs.

All revenues from sales of Merchandise shall be distributed as follows:

(a) The City shall be entitled to all revenue from Merchandise purchased in and shipped to locations within the City, and shipped to locations neither within the City nor the Village.

(b) The Village shall be entitled to revenue from Merchandise created by the Village and purchased in the Village, less a ten percent licensing fee charged by the City (the "City Licensing Fee").

(c) Within 30 days following the end of each quarter, the Village shall provide a report to the Bicycle Sharing Provider detailing the revenue obtained from Merchandising for such quarter. The Bicycle Sharing Provider shall then invoice the Village in the amount of the City Licensing Fee. The Village shall pay the amount of the invoice to the Bicycle Sharing Provider, who will deposit the funds as provided in the Bicycle Sharing Agreement.

3. Advertising.

(a) If the Village agrees that the City will contract with the Advertising Provider to install advertising on the Village Bicycle Stations, the Village does hereby grant to the City, the Contractors, and the Advertising Provider a license to use the Village Bicycle Station Locations for said purpose. The term of license described in this Section 3 shall be coterminous with the Bicycle Sharing Agreement and the Village Bicycle Sharing Agreement, as both may be amended from time to time. Ten percent of the gross revenue shall be allocated to the City as an administrative fee and such fee shall be in addition to and shall not be deducted from or considered a part of the City's share of the operating revenue. The Village shall be entitled to all revenue, if any, generated by advertising from the Village Bicycle Stations remaining after payment of the City's administrative fee and the Advertising Provider's commission based on the rates in the Advertising Provider Agreement. Such advertising shall comply with the City's established standards for advertising content and format.

(b) The Village may enter into agreements to install, maintain and remove advertising in connection with the Village Bicycle Stations with alternative advertising providers. Such advertising shall comply with the City's established standards for content, format, and existing contracts.

4. Sponsorship.

(a) The City has entered into that certain sponsorship agreement by and between with Blue Cross Blue Shield of Illinois and the City (the "Sponsorship Agreement"). The terms of the Sponsorship Agreement shall apply to the Village System and the Village Bicycle Stations. The Village acknowledges and accepts that the City is entitled to 100% of the revenue generated by the Sponsorship Agreement in connection with the Village System and Village Bicycle Stations.

(b) The City contemplates entering into additional sponsorship agreements for additional station elements including, but not limited to, cellular service and payment system sponsorships (the "Additional Sponsorship Agreements"). If agreed upon by the sponsor, the terms of the Additional Sponsorship Agreements shall apply to the Village System and the Village Bicycle Stations. The Village acknowledges and accepts that the Village will be entitled to a percentage of the sponsorship revenue less any commissions based on the number of stations in the Village System in proportion to stations in the Entire System. The Village also acknowledges that it shall only receive revenue if the sponsor(s) agree to extend the sponsorship to the Village System.

Notwithstanding the foregoing, the Village may enter into sponsorship agreements in connection with individual Village Bicycle Stations, with the consent of the City, which consent shall not be unreasonably withheld.

ARTICLE FOUR: TERM

The Term of the Intergovernmental Agreement shall commence on the date hereof and shall expire upon the termination of the Bicycle Sharing Agreement according to its terms. Notwithstanding the foregoing, the City may terminate this Intergovernmental Agreement in its entirety, or any portion of it, at any time by a notice in writing from the City to the Village for the following reasons:

1. The City or the Bicycle Sharing Provider terminates the Bicycle Sharing Agreement.

2. The Village or the Bicycle Sharing Provider terminates the Village Bicycle Sharing Agreement.

3. The City terminates the System, the Entire System, or the Village System. If the City decides to terminate the Village System, it may offer to purchase the Village Bicycle Stations.

The City will give notice to the Village in accordance with the provisions of Article Seven. The effective date of termination will be the date the notice is received by the Village or the date stated in the notice, whichever is later.

ARTICLE FIVE: INDEMNITY

1. The Village agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with the Village's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

2. The City agrees to indemnify, defend and hold the Village 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 Village arising from or in connection with the City's failure to comply with any of the terms, covenants and conditions contained within this Intergovernmental Agreement.

The indemnities contained herein shall survive the expiration of this Intergovernmental Agreement.

ARTICLE SIX: CONSENT

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

ARTICLE SEVEN: NOTICE

Notice to the Village shall be addressed to:

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Manager

Notice to the City shall be addressed to:

City of Chicago
Department of Transportation
30 North LaSalle, Suite 500
Chicago, Illinois 60602
Attention: Divvy Bike Program

with a copy to

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
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) overnight courier; (c) 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 clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subjection (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

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

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the City, the Village and their respective successors and permitted assigns. This Intergovernmental Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns (and, to the extent applicable, the Bicycle Sharing Provider).

ARTICLE NINE: MODIFICATION

This Intergovernmental 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 Intergovernmental Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Intergovernmental Agreement shall be governed by the laws of the State of Illinois. If any provision of this Intergovernmental 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 Intergovernmental Agreement shall not affect the remaining portions of this Intergovernmental Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

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

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Intergovernmental Agreement constitutes the entire agreement between the parties and shall supersede any and all prior agreements regarding the subject matter hereof.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Intergovernmental Agreement by the City is authorized by an ordinance passed by the City Council of the City on ___________. Execution of this Intergovernmental

Agreement by the Village is authorized by a resolution approved by the Board of Trustees of the Village on ________ __, 201_. The parties represent and warrant to each other that they have the authority to enter into this Intergovernmental Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

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

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

The Bicycle Sharing Provider shall be deemed a third party beneficiary of Article Two hereof; otherwise, nothing contained in this Intergovernmental Agreement, nor any act of the City or the Village 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 Village.

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 member, official, employee or agent of the City or the Village shall be individually or personally liable in connection with this Intergovernmental Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

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

For the Village:

Department of Parking and Mobility Services
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Jill Velan, Director
Phone: (708) 358-5752

For the City:

City of Chicago
Department of Transportation
30 North LaSalle
Chicago, Illinois 60602
Attention: Sean Wiedel
Phone: (312) 744-8182

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.

ARTICLE TWENTY: INSPECTION AND RECORDS

The Village shall provide the City with reasonable access to its books and records relating to the Village System as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the revenues related to the memberships, merchandise, advertising, and sponsorship described in Article Three. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Village Property where the Village Project is located. The rights of access and inspection provided in this paragraph shall continue for five years from the later of the expiration or the termination of this Intergovernmental Agreement

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

CITY OF CHICAGO, ILLINOIS

By: ______________________________

Name: Rebekah Scheinfeld
Commissioner
Department of Transportation

VILLAGE OF OAK PARK

By: ______________________________

Name: Cara Pavlicek
Title: Village Manager

City of Chicago

O2016-155

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Renewal of lease agreement with Chicago Board of Education for use of building space at 13261 S Corliss Ave by Chicago Public Library
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease renewal agreement with the Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, as Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease Renewal with The Board of Education of the City of Chicago, as Landlord, for use of approximately 4,000 square feet of building space located at 13281 South Corliss Avenue by the Chicago Public Library as the Altgeld Branch Library; such Lease Renewal to be approved by the Commissioner of the Chicago Public Library, the President of the Chicago Public Library Board of Directors, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 19049

LEASE RENEWAL

THIS LEASE RENEWAL ("Lease Renewal") is made and entered into this 15th day of November 2015, by and between **THE BOARD OF EDUCATION OF THE CITY OF CHICAGO,** a body politic and corporate (herein referred to as "Landlord" or "Board") and, **THE CITY OF CHICAGO,** a municipal corporation (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real estate located at 13200-13381 S. Corliss Avenue, Chicago, Cook County, Illinois, which is improved with four buildings, three of which are connected with a breezeway (the "Breezeway Buildings"); and

WHEREAS, Landlord occupies the northernmost and southernmost Breezeway Buildings as depicted on Exhibit A attached hereto; and

WHEREAS, the middle Breezeway Building (the "Premises") was renovated into a new Chicago Public Library facility pursuant to the terms of that certain Intergovernmental Agreement dated November 15, 2010 by and among Landlord, Tenant, and the Chicago Housing Authority; and

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 15, 2010 for a period commencing November 15, 2010 and terminating on November 14, 2015 (the "Original Lease") in which the Landlord agreed to lease the Premises to Tenant; and

WHEREAS, Tenant has been operating the Chicago Public Library Altgeld Branch at the Premises pursuant to the Original Lease; and

WHEREAS, Landlord and Tenant wish to renew the Original Lease so that Tenant can continue operation of the Chicago Public Library Altgeld Branch at the Premises.

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

SECTION 1. GRANT

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

> The approximately 4,000 square foot middle Breezeway Building, located at 13281 S. Corliss Avenue, Chicago, Cook County, Illinois, part of PIN 25-35-100-019 (the "Premises") as depicted on Exhibit A and identified as the Altgeld Library.

SECTION 2. TERM

The term of this Lease Renewal ("Term") shall begin on November 15, 2015 and shall end on June 30, 2021, unless sooner terminated as set forth in this Lease Renewal. Upon expiration or termination of the Term, for any reason, all improvements made to the Premises pursuant to the Original Lease or this Lease Renewal shall become the sole property of the Landlord, and Tenant shall cease to have any ownership or leasehold rights under the Original Lease or this Lease Renewal.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay Landlord base rent for the use of the Premises pursuant to the Lease Renewal terms set forth herein in the amount of:

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

3.2 Leasehold Taxes. To the extent that Tenant is not exempt from taxes or fees, Tenant shall pay when due any and all leasehold real estate taxes or other taxes assessed or levied on the Premises assessed on or after the date of occupancy and in connection with this Agreement or Tenant's use of the Premises. Tenant shall cooperate with Landlord in resolving any leasehold real estate or other tax issues that may arise. Tenant shall not be responsible for any leasehold taxes assessed against third parties or the Landlord's use or ownership of any other portions of Landlord's property not specifically included in the Premises, subject to the terms of this Lease Renewal.

3.3 Utilities and Other Services. Tenant shall pay when due any and all costs and expenses of any kind related to the Premises, including, but not limited to; charges for gas, electricity, water, sewer, light, heat, waste disposal, telephone, cable, alarm systems, all other communication systems, and all other utilities. Tenant shall assume full responsibility for any other utility services and telephone or other communication services used in, or supplied to, the Premises by or for Tenant. Notwithstanding the foregoing, Tenant shall assume no such responsibilities for any other portions of Landlord's property not specifically included in the Premises.

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

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease Renewal on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease Renewal) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Tenant's Duty to Maintain Premises and Right of Access. Unless otherwise provided in this Lease Renewal, Tenant shall, at Tenant's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises, or any portion thereof, and will schedule its entry so as to minimize any interference with Tenant's use of the Premises or Tenant's workers or contractors. Notwithstanding the foregoing, the parties acknowledge and agree that no advance notice of entry is required in the event of an emergency.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, or requirements of all federal, state and municipal governmental departments. Tenant further covenants not to damage, disfigure, or injure the Premises or any building or improvement adjacent to the Premises. Tenant agrees that in utilizing the Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

4.4 Alterations and Additions. Tenant shall have the right to make such alterations, additions and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

SECTION 5. ASSIGNMENT AND LIENS

5.1 Assignment. Tenant shall not assign this Lease Renewal in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Tenant's Self-Insurance. Tenant is self-insured and agrees to maintain such insurance in full force and effect on the leasehold during the entire Term. Tenant's self-insurance shall be subject to the approval of the Tenant's Risk Management Department. Tenant will provide Landlord with a letter executed by an authorized official evidencing that Tenant is self-insured. This letter shall be tendered to Landlord when this Lease Renewal is executed.

6.2 Mutual Indemnification. Tenant and Landlord shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses that may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this Lease Renewal.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

7.3 Inspector General. Tenant, Landlord, and CHA acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

7.4 Conflicts, Indebtedness, Ethics. This Lease Renewal shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office. The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated and made a part of this Lease Renewal. The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated and made a part of this Lease Renewal.

SECTION 8. DEFAULT

8.1 The failure of the Landlord to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Landlord under this Lease Renewal or any other agreement directly related to this Lease Renewal shall constitute an "Event of Default" by the Landlord hereunder. Upon the occurrence of an Event of Default, the Tenant may terminate this Lease Renewal and any other agreement directly related to this Agreement. The Tenant Renewal 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 Landlord shall fail to perform a covenant which the Landlord is required to perform under this Lease Renewal, notwithstanding any other provision of this Lease Renewal to the contrary, an Event of Default shall not be deemed to have occurred unless the Landlord has failed to cure such default within thirty (30) days of its receipt of a written notice from the Tenant 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 Landlord shall not be deemed to have committed an Event of Default under this Lease Renewal 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.

8.2 The failure of the Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Tenant under this Lease Renewal or any other agreement directly related to this Lease Renewal shall constitute an "Event of Default" by the Tenant hereunder. Upon the occurrence of an Event of Default, the Landlord may terminate this Lease Renewal and any other agreement directly related to this Lease Renewal. The Landlord 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 Tenant shall fail to perform a covenant which the Tenant is required to perform under this Lease Renewal, notwithstanding any other provision of this Lease Renewal to the contrary, an Event of Default shall not be deemed to have occurred unless the Tenant has failed to cure such default within thirty (30) days of its receipt of a written notice from the Landlord 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 Tenant shall not be deemed to have committed an Event of Default under this Lease Renewal 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.

SECTION 9. MISCELLANEOUS

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

Chicago Public Library
Attn: Commissioner's Office
401 South State Street, 10th Floor
Chicago, Illinois 60605

With a copy to:

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

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

Board of Education of the City of Chicago
Department of Real Estate
42 West Madison St., Second Floor
Chicago, Illinois 60602
Attn: Director

With a copy to:

Board of Education of the City of Chicago
Law Department
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

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

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

9.3 Governing Law. This Lease Renewal shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease Renewal, 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.

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

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

9.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease Renewal, shall extend to, bind, and insure to the benefit of the parties and their representatives, heirs, successors, and assigns.

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

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease Renewal shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

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

9.10 Termination of Agreement. Tenant and Landlord shall have the right to terminate this Lease Renewal for any reason without penalty by providing each other with one one-hundred twenty (120) days prior written notice.

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

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

9.13 No Other Rights. This Lease Renewal does not give Tenant or Landlord any other right with respect to the Premises.

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

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

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

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

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

9.19 Original Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premises under the Original Lease, dated November 15, 2010. Landlord and Tenant each acknowledge and agree that that the other party has performed all obligations under the Original Lease and that neither party has any claims against the other with respect to the Original Lease. Unless expressly provided herein, if there is a conflict between the terms and conditions of the Original Lease and the terms and conditions of this Lease Renewal, the terms and conditions of this Lease Renewal shall prevail.

9.20 Freedom of Information Act. Tenant acknowledges that this Lease Renewal and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease Renewal is subject to reporting requirements under 105 ILCS 5/10-20.44. Tenant further acknowledges that this Lease Renewal shall be posted on the Board's Internet website.

SECTION 10. ADDITIONAL TENANT RESPONSIBILITIES

10.1 Maintenance. Tenant shall provide, at Tenant's expense, engineering service for all maintenance and repair of the Premises, including mechanical, electrical components, and plumbing components. Engineering service as used herein shall refer strictly to service for the maintenance and repair of the physical plant that services the Premises. Notwithstanding the foregoing, Tenant shall assume no maintenance responsibilities for any other portions of Landlord's property not specifically included in the Premises.

10.2 Custodial Service. Tenant shall provide and pay for nightly custodial services to the Premises when necessary as determined by Tenant. Notwithstanding the foregoing, Tenant shall assume no custodial responsibilities for any other portions of Landlord's property not specifically included in the Premises.

10.3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

10.4 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law.

10.5 Alarm Service and Security. Tenant shall be responsible for security to the Premises during Tenant's normal hours of operation. In addition, Tenant shall pay for monthly alarm service and security if necessary at Tenant's sole discretion. Notwithstanding the foregoing, Tenant shall assume no alarm and security responsibilities for any other portions of Landlord's property not specifically included in the Premises.

10.6 Extermination Services. Tenant shall provide and pay for exterminator service whenever necessary at Tenant's reasonable discretion. Notwithstanding the foregoing, Tenant shall assume no extermination responsibilities for any other portions of Landlord's property not specifically included in the Premises.

10.7 Heating. Tenant shall provide and pay for heating to the Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Premises by Tenant. Tenant shall maintain the heating plant and equipment that services the Premises portion only in good operable condition. Notwithstanding the foregoing, Tenant shall assume no heating responsibilities for any other portions of Landlord's property not specifically included in the Premises.

10.8 Air-Conditioning. Tenant shall provide and pay for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises by Tenant. Tenant shall maintain all the air-conditioning plant and equipment that services the Premises portion in good operable condition. Notwithstanding the foregoing, Tenant shall assume no air-conditioning responsibilities for other portions of Landlord's property not specifically included in the Premises.

10.9 Condition on Surrender. Upon the termination or cancellation of this Lease Renewal, Tenant shall surrender the Premises to the Landlord in a comparable or better condition than the condition of the Premises at the beginning of Tenant's use, with normal wear and tear taken into consideration.

10.10 Trade Fixtures. Upon the termination or cancellation of this Lease Renewal by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the Premises which may result from such removal.

SECTION 11. ADDITIONAL LANDLORD RESPONSIBILITIES

11.1 Snow Removal. Landlord shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises.

11.2 Landscaping. Landlord shall provide and pay for any landscaping services that may be required to the physical grounds which immediately abut the Premises.

11.3 Garbage Pick-up and Scavenger Service. Landlord shall provide garbage removal service and scavenger service to the Premises.

SECTION 12. COUNTERPARTS AND FACSIMILES

12.1 Counterparts and Facsimiles. This Lease Renewal 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.

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

CITY OF CHICAGO, an Illinois municipal corporation:
BY: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: ______________________________
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY

By: ______________________________
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS

By: ______________________________
President

Approved as to Legal Form:

____
Deputy Corporation Counsel - Real Estate Division

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

By: ______________________________
Liza Balistreri, Director of Real Estate
COOR: 15-1006-COO18

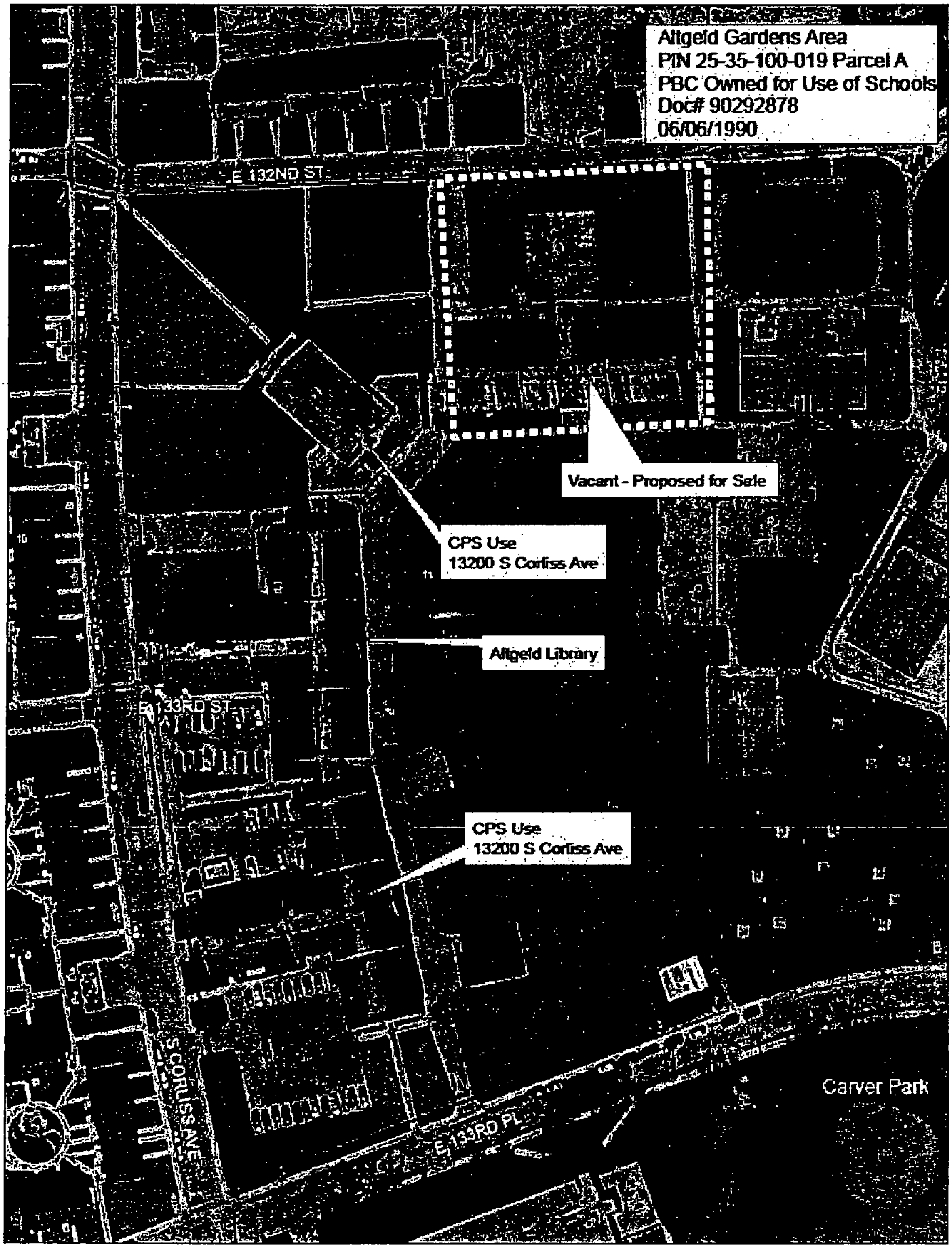
Approved as to Legal Form:

____
Ronald L. Marmer, General Counsel

Attachment: Exhibit A

LEASE NO. 19049

EXHIBIT A



13281 S. Corliss Ave.
Chicago Public Library
Lease No. 19049

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

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-10

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Richard Ford, Eric F. Nixon, Harold C. Ohde, Angelita Perez, and Morris Toporek as members of Electrical Commission
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Richard Ford, Eric F. Nixon, Harold C. Ohde, Angelita Perez, and Morris Toporek as members of the Electrical Commission, effective immediately.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-11

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Designation of Blake P. Sercye as Chairman of the Zoning Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have designated Blake P. Sercye as Chairman of the Zoning Board of Appeals, concurrent with his current term as member.

Your favorable consideration of this designation will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-12

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Amanda Williams as member of Zoning Board of Appeals
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Amanda Williams as a member of the Zoning Board of Appeals for a term effective immediately and expiring July 1, 2020, to complete the unexpired term of Jonathan T. Swain, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-4

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Luis A. Monje as member of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Luis A. Monje as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2017, to complete the unexpired term of Susan J. Eriksen, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-5

Meeting Date: 1/13/2016

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Nichol Vargas as member of Special Service Area No. 18, North Halsted Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Nichol Vargas as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2017, to succeed Ronald S. Koziel, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-6

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Nickolas J. Coclais as member of Special Service Area No. 18, North Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Nickolas J. Coclais as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2018, to succeed Marshall A. Hornick, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-8

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of John H. Idler as member of Special Service Area No. 1-2015, State Street Commission
Committee(s) Assignment:	Committee on Finance

F-IN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed John H. Idler as a member of Special Service Area No. 1-2015, the State Street Commission, for a term effective immediately and expiring January 13, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-9

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Paul P. Connolly as member of Board of Local Improvements
Committee(s) Assignment:	Committee on Transportation and Public Way

TRANSP.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have appointed Paul P. Connolly as a member of the Board of Local Improvements, effective immediately, to succeed Larry L. Garnett, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2016-67

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Annual Appropriation Ordinance Year 2016 amendment within Fund No. 925 for Office of the Mayor
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 Amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

EXHIBIT A

AMENDMENT TO THE 2016 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
	ESTIMATE OF GRANT REVENUE FOR 2016 *Awards from Public and Private Sources*	*$28,438,000*	*$28,438,000 (unchanged)*

925 - Grant Funds

Dept #, Dept and Grant Name		STRIKE AMOUNT 2016 Anticipated Grant	ADD AMOUNT 2016 Anticipated Grant	STRIKE AMOUNT (2016 TOTAL) Includes anticipated carryover	ADD AMOUNT (2016 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2016 Total)	ADD AMOUNT (2016 Total)
1	*Office of the Mayor:* Smart electric grid/energy efficiency consumer education			$100,000		$100,000	
1	*Office of the Mayor:* Smart electric grid/energy efficiency consumer education		$100,000				$100,000

S:Finance\Monroe\2016 925 ordinances\01-13-2016 ord.doc

<u>ORDINANCE</u>

WHEREAS, the Annual Appropriation Ordinance for the year 2016 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the Annual Appropriation Ordinance inadvertently included an anticipated carryover from 2015 of private grant funds in the amount of $100,000 from the Illinois Science & Energy Innovation Foundation for a "smart" electric grid/energy efficiency consumer education program, which private grant funds terminated at the end of 2015; and

WHEREAS, the City, through its Office of the Mayor, has been awarded new private grant funds for 2016 in the amount of $100,000 from the Illinois Science & Energy Innovation Foundation, which shall be used for a "smart" electric grid/energy efficiency consumer education program; now, therefore,

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

SECTION 1. The sum of $100,000 that was inadvertently included as an anticipated carryover appropriation is hereby stricken from Fund 925 – Grant Funds for the year 2016. The sum of $100,000 not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2016. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-103

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Chapter 2-36 by adding new Section 570 authorizing Commissioner of Fire to enter into agreement related to electronic submission of inspection records and inspection fees
Committee(s) Assignment:	Committee on Budget and Government Operations

RVDG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Fire Commissioner, I transmit herewith an ordinance amending Chapter 2-36 of the Municipal Code regarding inspections.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. Chapter 2-36 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-36-570 as follows:

2-36-570 Agreements related to electronic submission of inspection records and inspection fees.

The fire commissioner, after conducting a competitive solicitation, is authorized to enter into an agreement with an entity that provides and hosts a computer application through which inspectors shall electronically submit to the City: (i) results of mandatory inspections of fire protection equipment, including pump inspections, sprinkler system inspections, and standpipe inspections, as well as (ii) the amount of the inspection fees due the City pertaining to such inspections. The fire commissioner is authorized to designate the entity's computer application as the required method for submission of these records and fees to the City. The costs for the operation and maintenance of the application and the retention of the various records contained therein shall be borne by the inspectors, who may pass on such charges to building owners. The City's contract with the entity shall be on such terms as the fire commissioner deems reasonable. The fire commissioner is authorized to adopt rules to administer and enforce this section.

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

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-105

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor) Moreno (1) Burns (4) Pawar (47)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 3 and 4 concerning tax on non-cigarette tobacco products and associated tobacco-related regulations
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Health, I transmit herewith, together with Aldermen Moreno, Burns, and Pawar, an ordinance regarding a tax on non-cigarette tobacco products and associated tobacco-related measures.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, The City of Chicago is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs, a category that includes the authority to legislate for the protection of the public health; and

WHEREAS, The enactment of ordinances and regulations designed to discourage the use of tobacco plainly meets this criterion; and

WHEREAS, The 18 to 20-year-old age range is a critical time for new smokers. Adolescents are more vulnerable than older adults to nicotine addiction, which can harm brain development, and four out of five adult smokers start before age 21. Raising the legal age would put tobacco products on par with alcohol and protect young adults from developing a dangerous lifelong habit; and

WHEREAS, Based on numerous studies, it is clear that high tobacco prices reduce tobacco consumption, both among youth users, who are especially price-sensitive, and among adults. A 10-percent increase in cigarette prices reduces demand among adult smokers by an average of 4 percent, and youth smokers are two-to-three times more price sensitive than adults. High prices reduce the prevalence of tobacco use, the probability of trying tobacco for the first time, the average number of cigarettes consumed per smoker, the initiation of daily smoking, and the initiation of daily heavy smoking. Moreover, reductions in the prevalence of smoking lead indirectly to even greater reductions by minimizing peer and parental influences, and by helping addicted smokers successfully quit; and

WHEREAS, The City of Chicago taxes cigarettes and e-cigarettes, but does not tax other tobacco products that are harmful to health, including little cigars, large cigars, smoking tobacco, and smokeless tobacco; and

WHEREAS, As cigarette prices have increased, smokers, particularly youth, have migrated to cheaper tobacco products. Little cigars, for example, appear virtually identical to cigarettes and cost substantially less. Large cigars and smokeless tobacco are also less expensive alternatives. Despite well-documented risks, smokers of all ages – especially youth and young adults in low-income urban areas – erroneously perceive cigars as less harmful than cigarettes; and

WHEREAS, The use of coupons, multi-package discounts, and other price-reduction instruments, all of which are widely available in Chicago, reduce retail prices for tobacco products, even when a tax is in place to increase the price. In a 2011 study of smokers attempting to quit conducted in New York City, 25 percent reported using a coupon or other discount on their last purchase, saving an average $1.25 per package of cigarettes. Discounts entice consumers, including price-sensitive youth, to purchase deadly and highly addictive products; and

WHEREAS, This body has therefore determined it is necessary to establish price floors for tobacco products in order to address the persistent availability of low-priced cigarettes and tobacco products in Chicago. Specifically, this body finds that the following price floors are reasonable and appropriate:

- An appropriate price floor for a package of cigarettes is $11.50, which approximates the total amount of the typical wholesale price per package, plus the combined city, county, state, and federal taxes. This floor corresponds to approximately $0.58 per cigarette. This minimum should prevent discounting and preserve the public-health-positive deterrent effect of a strong tax.

- An appropriate price floor for a package of little cigars equals the price floor of a package of cigarettes. These products have a similar size, shape, appearance, and carry a similar degree of health risk.

- An appropriate price floor for a cigar weighing more than four pounds per thousand is $1.74 per cigar. Cigars, like other combustible tobacco products, carry a health risk similar to cigarettes. Commonly, a cigar contains approximately three times the weight of tobacco found in a cigarette. The appropriate price floor is therefore derived by multiplying the price floor of a single cigarette by three.

- An appropriate price floor of smoking tobacco is $11.50 per 0.65 ounce pouch, or $17.70 per ounce. A package of cigarettes contains the same quantity of tobacco as approximately 0.65 ounces of smoking tobacco. Therefore, the price floor for 0.65 ounces of smoking tobacco should be the same as a package of cigarettes.

- An appropriate price floor for smokeless tobacco is $4.00 per ounce. Smokeless tobacco products come in various forums and prices. This price floor is based on a low-price form of smokeless tobacco, moist snuff, of which a 1.2 ounce can is roughly equivalent to a package of cigarettes, in terms of tobacco quantity. To make the price floor of smokeless tobacco equal to that of combustible tobacco, the floor would be set at $11.50 for a 1.2 ounce can, or $9.58 per ounce. However, smokeless tobacco products carry a significantly lower health risk than combustible products. Thus, a lower price floor is appropriate; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated as the findings of the City Council.

SECTION 2. Title 3 of the Municipal Code of Chicago is hereby amended by adding a new chapter 3-49, as follows:

CHAPTER 3-49
CHICAGO OTHER TOBACCO PRODUCTS TAX

3-49-010 Title.

This chapter shall be known and cited as the "Chicago Other Tobacco Products Tax Ordinance" or "OTP Tax Ordinance," and the tax herein imposed shall be known and cited as the "Chicago Other Tobacco Products Tax" or "Chicago OTP Tax."

3-49-020 Definitions.

Whenever any of the following words, terms, or phrases are used in this chapter, they shall have the following meanings:

A. "Chewing tobacco" means any leaf tobacco that is not intended to be smoked, including plug, fine-cut, and twist tobacco.

B. "Cigar" means any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco (other than any roll of tobacco that is a cigarette as defined in this chapter), and includes cheroots and stogies.

C. "Cigarette" has the meaning ascribed to that term in Section 3-42-010 of this Code.

D. "Cigarette wholesale tobacco dealer" means any person who engages in the business of selling or supplying cigarettes and/or OTP to any person for resale in the City.

E. "Cigarette wholesale tobacco manufacturer" means any person who makes or fabricates cigarettes and/or OTP and sells them.

F. "Commissioner" means the commissioner of business affairs and consumer protection.

G. "Comptroller" means the comptroller of the City.

H. "Consumer" means a person who purchases OTP from a wholesale tobacco dealer or retail tobacco dealer for use or consumption and not for resale purposes.

I. "Consume tobacco" means chew, smoke, absorb, dissolve, inhale, snort, sniff, or ingest tobacco by any means.

J. "Department" means the department of finance of the City.

K. "Large cigar" means any roll of tobacco, other than a cigarette, wrapped in leaf tobacco or any substance containing tobacco and weighing more than four pounds per one thousand units.

L. "Little cigar" means any roll of tobacco, other than a cigarette, wrapped in leaf tobacco or any substance containing tobacco and not weighing more than four pounds per one thousand units.

M. "Manufacturer" means any person, other than a retail tobacco manufacturer, who makes or fabricates cigarettes and/or OTP and sells them.

N. "Other Tobacco Products" ("OTP") means smokeless tobacco, smoking tobacco, large cigars, and little cigars. For purposes of this chapter, the term "Other Tobacco Products" does not include cigarettes, or electronic cigarettes and liquid nicotine products, as defined in chapter 3-47 of this Code.

O. "Package" means the original packet, box, tin, or other container used to contain and to convey OTP to the consumer.

P. "Pipe tobacco" includes any smoking tobacco which, because of its appearance, type, packaging, or labeling is suitable for use, and likely to be offered to or purchased by, consumers as tobacco to be smoked in a pipe.

Q. "Purchaser" means a buyer of OTP, including, but not limited to, retail tobacco dealers, retail tobacco manufacturers, and consumers.

R. "Retail tobacco dealer" means any person who engages in the business of selling tobacco products in the City to a purchaser for use or consumption and not for resale in any form.

S. "Retail tobacco manufacturer" means any person who engages in the business of manufacturing cigarettes and/or OTP in the City for sale to a purchaser for use or consumption, and not for resale in any form.

T. "Sale," "resale," or "selling" means any transfer of ownership or possession, or both, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever for a valuable consideration.

U. "Smokeless tobacco" means any kind and form of tobacco product not intended to be smoked, including snuff, snus, and chewing tobacco.

V. "Smoking tobacco" means any kind and form of tobacco product prepared in such manner as to be suitable for smoking, in a pipe or otherwise, including, granulated, plug cut, crimp cut, ready rubbed, cavendish, perique, roll-your-own, shorts, refuse scraps, clippings, cuttings, sweeping of tobacco and loose tobacco.

W. "Snuff" and "snuff flour" means any finely cut, ground, or powdered tobacco that is not intended to be smoked.

X. "Snus" means any moist tobacco product that is not intended to be smoked.

Y. "Tobacco product" includes, but is not limited to: cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snus, snuff or, snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweeping of tobacco; and all other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both chewing and smoking.

Z. "Use" means any exercise of right or power, actual or constructive, and shall include, but is not limited to, the receipt, storage, or any keeping or retention for any length of time, but shall not include possession for sale by a retail or wholesale tobacco dealer as defined in this chapter.

AA. "Wholesale tobacco dealer" means any person who engages in the business of selling or supplying cigarettes and/or OTP to any person for resale in the City.

3-49-030 Tax imposed.

A. A tax at the rates specified in subsection B of this Section is hereby imposed upon the sale of all OTP within the City. The ultimate incidence of and liability for payment of said tax is to be borne by the consumer of said OTP.

B. The rate of the tax shall be:

1. for smoking tobacco, $6.60 per ounce or fraction thereof;
2. for smokeless tobacco, $1.80 per ounce or fraction thereof;
3. for little cigars, $0.15 per unit or cigar; and
4. for large cigars, $0.90 per unit or cigar.

C. The tax hereby imposed shall be in addition to any and all other taxes.

3-49-040 Liability for payment.

A. The ultimate incidence and liability for payment of the tax is on the purchaser.

B. Nothing in this chapter shall be construed to impose a tax upon the occupation of wholesale tobacco dealer, retail tobacco manufacturer or retail tobacco dealer.

C. It shall be a violation of this chapter for a retail tobacco dealer to fail to include the tax imposed herein in the sale price of the OTP or to otherwise absorb such tax.

3-49-050 Collection.

A. Except as otherwise provided herein, any wholesale tobacco dealer shall collect the tax imposed by this chapter from any purchaser to whom the sale of said OTP is made within the City and shall remit to the department the tax levied by this chapter. Any retail tobacco dealer also shall collect the tax from any consumer to whom the sale of said OTP is made within the City. Any such tax shall be collected as a trustee for and on account of the City. The wholesale tobacco dealer and retail tobacco dealer shall remit the tax and file returns in accordance with Section 3-49-060.

B. Any wholesale tobacco dealer that shall pay the tax imposed by this chapter shall collect the tax from each retail tobacco dealer in the City to whom the sale of OTP is made, and any such retail tobacco dealer shall in turn then collect the tax from the purchaser of said OTP.

C. If any retail tobacco dealer located in the City shall receive or otherwise obtain OTP upon which the tax imposed hereby has not been collected by any wholesale tobacco dealer, then the retailer shall collect such tax and remit it directly to the department in accordance with Section 3-49-060.

D. If a wholesale tobacco dealer sells OTP to a purchaser in the City for use or consumption and not for resale, such wholesale tobacco dealer shall collect the tax imposed herein from such purchaser and remit it to the department in the same manner as sales to a retail tobacco dealer.

E. If a retail tobacco manufacturer sells OTP to a purchaser in the City for use or consumption and not for resale, such wholesale tobacco dealer shall collect the tax imposed herein from such purchaser and remit it to the department in the same manner as a retail tobacco dealer.

3-49-060 Tax payments and returns.

A. All tax payments and remittances shall be made in accordance with either Section 3-4-187 (payment of actual tax liabilities) or Section 3-4-188 (payment of estimated taxes) of this Code.

B. All tax returns shall be filed with the department on an annual basis on or before August 15 of each year, in accordance with Sections 3-4-186 and 3-4-189 of this Code.

3-49-070 Returns and payments required upon implementation of the tax and after future tax rate increases.

A. The comptroller is authorized to establish by rule the filing date under this Section, which shall be determined based on considerations of administrative efficiency, and shall in no event be later than 24 days after the effective date of this Section. The comptroller shall publish in one or more newspapers of general circulation in the City, and post on the department website, a copy of the rule with the filing date a minimum of 10 days before that date occurs.

B. On or before the filing date set in accordance with subsection 3-43-070(A), every retail tobacco dealer and manufacturer shall file with the department, on a form prescribed by the comptroller, a tax return reporting the inventory of OTP in the retailer's possession or control, on the effective date of this Section, for sale in the City. The retailer shall include with the tax return any tax due on the inventory of OTP in its control and possession, for sale in the City, for which all applicable tax has not been collected. The retailer shall in turn collect the tax from its retail purchasers.

C. Every retail tobacco dealer who possesses OTP for sale in the City purchased prior to the effective date of a Chicago OTP tax increase shall file with the department, on a form prescribed by the comptroller, a tax return attesting to the quantities of such OTP in its possession as of the last day prior to the tax increase, and remit to the department the amount of tax due as a result of each rate increase. The retailer shall in turn collect the tax from its retail purchasers. Each such tax return and payment due under this subsection shall be filed and received by the department by the 24th day following the effective date of each tax increase.

D. Every retail tobacco dealer and manufacturer required to file a tax return under subsection 3-43-070(B) or 3-43-070(C) who does not file such tax return by its due date, or alternatively does not provide all required information on such tax return, or fails to remit all required tax due computed thereon, shall be subject to a penalty of $100.00 per business location required to be reported on the tax return, in addition to all other penalties and interest that may be due under the Uniform Revenue Procedures Ordinance, Chapter 3-4 of this Code.

E. If the comptroller determines that a person subject to the penalty in subsection 3-43-070(D) had reasonable cause for paying late, underpaying the applicable tax, or filing a late or incomplete tax return, then the applicable penalty shall be waived.

F. The comptroller, or his or her designee, may at any time during the statute of limitations outlined in Section 3-4-120 of this Code examine the books and records of any person required to file a tax return under this Section, and may issue a tax determination and

assessment to the person per Section 3-4-160 of this Code, if a determination is made that any amount of tax, penalty, or interest is due.

G. Every person required to file a tax return under subsection 3-43-070(B) or 3-43-079(C) who files a complete tax return by its due date and makes timely payment of the amount computed thereon shall be eligible to retain a commission in the amount of one percent of the tax computed due thereon.

3-49-080 Books and records.

Every person required to collect the tax imposed by this chapter shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transaction that gave rise, or may have given rise, to the tax liability or any exemption that may be claimed. All such books and records shall be kept in the English language and, at all times during business hours of the day, shall be subject to and available for inspection by the department.

3-49-090 Payment of tax required.

The failure of the retail tobacco dealer or manufacturer to collect the tax imposed by this chapter shall not relieve the purchaser of the duty to pay it. If the retail tobacco dealer or manufacturer fails to collect the tax, the purchaser shall be required to pay it directly to the department in the same manner and form as a retail tobacco dealer.

3-49-100 Authority to appoint collection agents.

In furtherance of administering this chapter, the comptroller shall have the authority to appoint one or more persons within or without the City as collection agents for the tax herein imposed. This includes the authority to enter into service agreements with public and private entities, and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with such service agreements, including any renewals thereto.

3-49-110 Exemptions.

A. The tax imposed by this chapter shall not apply to the extent it would violate the United States Constitution or the Constitution of the State of Illinois.

B. It shall be presumed that all sales of OTP in the City are subject to tax under this chapter until the contrary is established. The burden of proving that such is not taxable hereunder shall be upon the person so claiming.

3-49-120 Registration.

Every wholesale tobacco dealer that sells OTP to a retailer or purchaser located in the City, and every retail tobacco dealer and manufacturer that sells OTP in the City, must be register with the department within 30 days of effective date of this ordinance, or within 30 days of commencing business, whichever is later.

3-49-130 Supplementary provisions.

Whenever not inconsistent with the provisions of this chapter, or whenever this chapter is silent, the provisions of the Uniform Revenue Procedures Ordinance, Chapter 3-4 of this Code, as amended, shall apply and supplement this chapter.

3-49-140 Rules and regulations.

The comptroller is authorized to adopt, promulgate, and enforce rules and regulations pertaining to the administration and enforcement of this chapter.

3-49-150 Deposit of funds.

All proceeds resulting from the imposition of this tax, including interest and penalties, shall be deposited in the City's corporate fund.

SECTION 3. Chapter 4-64 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

(Omitted text is not affected by this ordinance)

4-64-190 Furnishing tobacco products or tobacco accessories to minors prohibited.

No person shall sell, give away, barter, exchange or otherwise furnish any tobacco products, tobacco product samples and/or tobacco accessories to any individual who is under ~~18~~ 21 years of age.

(Omitted text is not affected by this ordinance)

4-64-200 Purchase or possession of tobacco products or tobacco accessories by minors prohibited.

It shall be unlawful:

(a) For any individual under the age of ~~18~~ 21 years to purchase tobacco products, tobacco product samples or tobacco accessories, or to misrepresent the individual's identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products, tobacco product samples or tobacco accessories;

(b) For any individual under the age of ~~18~~ 21 years to possess or to accept delivery of any tobacco product, tobacco product samples or tobacco accessories, except (i) in the presence of and with the knowledge and consent of the individual's parent or legal guardian, while on private property that is not open to the public, or (ii) at the direction of the individual's employer when required in the performance of the individual's employment duties; or

(c) For any person to give any individual under the age of ~~18~~ 21 years any identification card not duly issued to such individual, for the purpose of buying tobacco products, tobacco product samples or tobacco accessories.

(Omitted text is not affected by this ordinance)

4-64-210 Posting of warning to minors.

Any person who sells, gives away or distributes tobacco products or accessories shall display a printed card which shall state:

Warning

It Is A Violation Of The Law For Cigarettes Or Other Tobacco Products Or Tobacco Accessories To Be Sold To Any Person Under The Age Of ~~18~~ 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment.

(Omitted text is not affected by this ordinance)

4-64-332 Underage tobacco violations – Commissioner of business affairs and consumer protection duties.

(Omitted text is not affected by this ordinance)

(b) The commissioner of business affairs and consumer protection is authorized to establish a program of testing the sales practices of licensed tobacco dealers, to determine whether licensees are selling tobacco products to minors. The program shall include the use of persons under the age of ~~18~~ 21 as purchasers of tobacco products, in accordance with procedures established by the commissioner of business affairs and consumer protection. No person under the age of ~~18~~ 21 who purchases or attempts to purchase tobacco products as part of the program shall be charged with a violation of Section 4-64-200.

(Omitted text is not affected by this ordinance)

SECTION 4. Chapter 4-64 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

(Omitted text is not affected by this ordinance)

4-64-240 Revocation of licenses.

(a) If a person commits any combination of three or more violations within any 24-month period of Sections 3-42-020, 3-42-025, 3-42-060, 3-42-100, 4-64-132, 4-64-150, 4-64-180, 4-64-190, 4-64-191, 4-64-210, ~~and~~ 4-64-220, 4-64-260, and 4-64-270, the commissioner shall revoke that person's licenses. For purposes of this section: (1) "licenses" includes any and all licenses issued by any officer, department, or agency of the City of Chicago required for retail or other business operations at the location at which the violations occurred, and includes, but is not limited to, retail tobacco licenses; (2) multiple violations occurring on the same date shall be deemed a single violation; and (3) the term "violation" means any final disposition against the licensee on a charge brought pursuant to one of the Code provisions listed above, including, but not limited to, any finding of liability after adjudication on the merits, any default finding of liability, any uncontested finding of liability, any negotiated pre-hearing settlement of the charge, and any voluntary payment of the fine corresponding to the charge. A person subject to revocation pursuant to this subsection shall be entitled to the process described in Section 4-4-280, with the condition that any revocation hearing shall be limited to the issue of whether the licensee's record accurately reflects the existence of a sufficient number of violations to support the revocation decision; the licensee shall not be permitted to challenge the violations themselves, nor any underlying facts asserted or determined therein.

(Omitted text is unaffected by this ordinance)

4-64-245 Nonrenewal of licenses.

(a) If a retail tobacco licensee commits any combination of three or more violations within any 24-month period of Sections 3-42-020, 3-42-025, 3-42-060, 3-42-100, 4-64-132, 4-64-150, 4-64-180, 4-64-190, 4-64-191, 4-64-210, ~~and~~ 4-64-220, 4-64-260, and 4-64-270, the licensee shall be subject to nonrenewal of the license. The commissioner may decline to renew such license, subject to the procedure described in subsection 4-64-245(b). For purposes of this section, multiple violations occurring on the same date shall be deemed a single violation, and the term "violation" means any final disposition against the licensee on a charge brought pursuant to one of the Code provisions listed above, including, but not limited to, any finding of liability after adjudication on the merits of the charge, any default finding of liability, any uncontested finding of liability, any negotiated pre-hearing settlement of the charge, and any voluntary payment of the fine corresponding to the charge.

(Omitted text is unaffected by this ordinance)

ARTICLE III. PRICE FLOORS AND MINIMUM PACKAGE SIZES FOR TOBACCO PRODUCTS (4-64-250 et seq.)

4-64-250 Definitions.

As used in this article:

"Cigarette" has the meaning ascribed to that term in Section 3-42-010 of this Code.

"Large cigar" means any roll of tobacco wrapped in leaf tobacco or any substance containing tobacco and weighing more than four pounds per one thousand units.

"Little cigar" means any roll of tobacco, other than a cigarette, wrapped in leaf tobacco or any substance containing tobacco and not weighing more than four pounds per one thousand units.

"Package" means the original packet, box, tin, or other container used to contain and to convey cigarettes or other tobacco products to the consumer.

"Price reduction instrument" means any coupon, voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or any other form, used for commercial purposes to receive an article, product, service, or accommodation without charge or at a discounted price.

"Price floor" means the minimum price, including all applicable taxes, for which one tobacco product or package of tobacco products may be sold by a retail tobacco dealer.

"Smokeless tobacco" means any kind and form of tobacco product not intended to be smoked, including snuff, snus, and chewing tobacco.

"Smoking tobacco" means any kind and form of tobacco product prepared in such manner as to be suitable for smoking, in a pipe or otherwise, including, granulated, plug cut,

crimp cut, ready rubbed, cavendish, perique, roll-your-own, shorts, refuse scraps, clippings, cuttings, sweeping of tobacco and loose tobacco.

4-64-260 Price floors for tobacco products.

(a) The following price floors shall apply to sales in the City of Chicago:

(1) The price floor for cigarettes shall be $11.50 per package, provided that this floor may be modified pursuant to subsection 4-64-260(b).

(2) The price floor for little cigars shall be shall be $11.50 per package, provided that this floor may be modified pursuant to subsection 4-64-260(b).

(3) The price floor for large cigars shall be $1.74 per cigar, provided that this floor may be modified pursuant to subsection 4-64-260(b).

(4) The price floor for smoking tobacco shall be $11.50 per 0.65 ounce pouch ($17.70 per ounce), provided that this floor may be modified pursuant to subsection 4-64-260(b).

(5) The price floor for smokeless tobacco shall be $4.00 per ounce, provided that this floor may be modified pursuant to subsection 4-64-260(b).

(b) The commissioner of health may modify by rule the price floor applicable to a category of tobacco product when necessary to account for changes in the Consumer Price Index for All Urban Consumers in the Chicago-Gary-Kenosha area, adjusted for inflation, or to account for changes in taxes for such product. In the event the commissioner amends a price floor, the new floor shall not go into effect until 90 days after it is announced via rule promulgated by the department of public health.

(c) No person shall sell or offer for sale a tobacco product to a consumer for a price less than the price floor. A retail tobacco dealer shall prominently display the price of all tobacco products at the point of display or at the point of sale.

(d) No person shall:

(1) honor or accept a price reduction instrument in any transaction related to the sale of a tobacco product to a consumer;

(2) sell or offer for sale a tobacco product to a consumer through any multi-package discount, or otherwise provide to a consumer any tobacco product for less than the listed price in exchange for the purchase of any other tobacco product by the consumer;

(3) sell, offer for sale, or otherwise provide any product other than a tobacco product to a consumer for less than the listed price in exchange for the purchase of a tobacco product by the consumer; or

(4) sell, offer for sale, or otherwise provide tobacco products to a consumer for less than the listed price.

4-64-270 Minimum package sizes for tobacco products.

(a) Each tobacco product sold or offered for sale by a retail tobacco dealer shall be sold or offered for sale in the package provided by the manufacturer, importer, or packager.

(b) No retail tobacco dealer shall sell or offer for sale a large cigar unless it is sold in a package of at least four large cigars, provided that this subsection shall not apply to any individual large cigar with a listed price of more than $3.00. The commissioner of health may modify by rule this minimum listed price when necessary to account for changes in the Chicago-Gary-Kenosha area consumer price index, adjusted for inflation, or to account for changes in taxes for such product. In the event the commissioner does so, the minimum listed price shall not go into effect until 90 days after it is announced via rule promulgated by the department of public health.

(c) No retail tobacco dealer shall sell or offer for sale a little cigar unless it is sold in a package of at least 20 little cigars.

4-64-280 Enforcement – Regulations.

The department of business affairs and consumer protection shall enforce this article. The commissioners of health and business affairs and consumer protection, acting jointly or individually, may promulgate any rules necessary to administer this article.

(Omitted text is not affected by this ordinance)

4-64-338 Price floor and package size violations.

(a) Any person who violates Article III this chapter, or any rule or regulation promulgated pursuant to that article, shall be liable for a civil penalty in the following amounts: $1,000.00 for a first violation within a five-year period; $2,000.00 for a second violation within a five-year period; and $5,000.00 for each subsequent violation within a five-year period. Multiple violations occurring on the same date shall be deemed a single violation.

(b) A violation by a retail tobacco dealer of Article III of this chapter, or any rule or regulation promulgated pursuant to that article, shall constitute grounds for the suspension or revocation of the license issued to such retail tobacco dealer for the place of business where such violation occurred.

(Omitted text is not affected by this ordinance)

SECTION 5. The provisions of this ordinance are declared to be separate and severable. The invalidity of any provision of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 6. Following passage and publication, Section 2 and Section 3 of this ordinance shall take effect on July 1, 2016. Section 4 of this ordinance shall take effect 180 days after passage and publication.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-341

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 3, 4 and 17 concerning hotel accommodations, short term residential rental intermediaries, shared housing units, lodging types,with regulation, taxation, location and class exemptions therein
Committee(s) Assignment:	Committee on License and Consumer Protection

LIC.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance authorizing a shared housing registry.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. Chapter 3-24 of the Municipal Code of Chicago is hereby amended by adding a new section 3-4-035, by deleting the language stricken through and by inserting the language underscored, as follows:

3-24-020 Definitions – Construction.

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

(Omitted text is unaffected by this ordinance)

4. "Hotel accommodations" means~~, except as otherwise provided in this paragraph,~~ a room or rooms in any building or structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodging house, bed-and-breakfast establishment, vacation rental~~,~~ as defined in Section 4-6-300, <u>shared housing unit as defined in Section 4-9-010</u>, dormitory or similar place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals. ~~The term "hotel accommodations" shall not include (i) an accommodation which a person occupies, or has the right to occupy, as his domicile and permanent residence; (ii) any temporary accommodation provided in any building or structure owned or operated, directly or indirectly, by or on behalf of a not-for-profit medical institution, hospital, or allied educational institution; or (iii) an accommodation in a bed-and-breakfast establishment that is licensed under Section 4-6-290.~~

(Omitted text is unaffected by this ordinance)

3-24-030 Tax imposed.

<u>A.</u> There is hereby imposed and shall immediately accrue and be collected a tax, as herein provided, upon the rental or leasing of any hotel accommodations in the City of Chicago, at the rate of four and one-half percent of the gross rental or leasing charge.

<u>B. In addition to the tax imposed under subsection A of this section, there is hereby imposed and shall immediately accrue and be collected a surcharge, as herein provided, upon the rental or leasing of any hotel accommodations at any vacation rental, shared housing unit or bed-and-breakfast establishment in the City of Chicago, at the rate of two percent of the gross rental or leasing charge. The purpose of this surcharge is to help fund initiatives intended to increase access to affordable housing and alleviate homelessness in Chicago. The surcharge is a part of the tax imposed by this Chapter, and all references to the tax shall be deemed to include the surcharge.</u>

(Omitted text is unaffected by this ordinance)

<u>**3-24-035 Exemptions.**</u>

<u>The tax imposed by this Chapter shall not apply to:</u>

A. an accommodation which the lessee or tenant (as the term "lessee or tenant" is used in Sections 3-24-040 and 3-24-050) occupies, or has the right to occupy, as his domicile and permanent residence;

B. any temporary accommodation provided in any building or structure owned or operated, directly or indirectly, by or on behalf of a not-for-profit medical institution, hospital, or allied educational institution; or

C. an accommodation in a bed-and-breakfast establishment that, as of January 1, 2016, was licensed under Section 4-6-290.

(Omitted text is unaffected by this ordinance)

SECTION 2. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-5-010 Establishment of license fees.

(Omitted text is unaffected by this ordinance)

(1) Limited business (4-4)	$250.00
(2) Regulated Business License (4-6) ~~– Other Than Hotels. . . . .~~	~~$250.00~~
Hotels (4-6).	$250.00 plus $2.20 per room
Short Term Residential Rental Intermediary (4-6).	$10,000.00, if the intermediary has 1,000 or more short term residential rentals listed on its platform; or $5,000.00, if the intermediary has 999 or fewer short term residential rentals listed on its platform
All Other Regulated Businesses (4-6).	$250.00
(3) [*Reserved*]. ~~Regulated Business License (4-6) Hotels. . . .~~	~~$250.00~~

(Omitted text is unaffected by this ordinance)

SECTION 3. Section 4-6-010 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-6-010 Regulated business license.

(Omitted text is unaffected by this ordinance)

(c) Business activities requiring a regulated business license under this chapter shall include the following: (1) health club; (2) clothing alteration; (3) laundry service; (4) residential real estate developer; (5) tattooing, body piercing or tanning facility; (6) day labor agency; (7) adult family care center; (8) assisted living establishment; (9) long-term care facility; (10) adult family care home; (11) automatic amusement operator; (12) private scavenger; (13) secondhand dealer in children's clothing and children's products only; (14) junk peddler; (15) debt collectors; (16) hospital; (17) hotel; (18) board-up company; (19) dry cleaner; (20) hazardous materials; (21) single-room occupancy buildings; (22) booting of motor vehicles; (23) immigration assistance; (24) expediter company: (25) expediter/natural person; (26) home occupation; (27) home repair; (28) bed-and-breakfast establishment; ~~and~~ (29) vacation rentals; and (30) short term residential rental intermediary.

SECTION 4. Section 4-6-180 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-6-180 Hotel.

(a) *Definitions.* As used in this section:

"Hotel" means any building or structure kept, used, maintained as, advertised or held out to the public to be an inn, hotel, motel, family hotel, apartment hotel, lodging house, dormitory or other place, where sleeping or rooming accommodations are furnished for hire or rent, and in which seven or more sleeping rooms are used or maintained for the accommodation of guests, lodgers or roomers. The term "hotel" shall not include "single-room occupancy buildings;" ~~or~~ "bed-and-breakfast establishments;" "vacation rentals;" or "shared housing units" licensed or registered, or required to be licensed or registered, by the city ~~as defined in Section 13-4-010~~.

(Omitted text is unaffected by this ordinance)

SECTION 5. Section 4-6-290 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-6-290 Bed-and-breakfast establishment.

(a) *Definitions.* As used in this section:

(Omitted text is unaffected by this ordinance)

"Bed-and-breakfast establishment" or "establishment" means an owner-occupied single-family residential building, an owner-occupied, multiple-family dwelling building, or an owner-occupied condominium, townhouse or cooperative, in which 11 or fewer sleeping rooms are available for rent or for hire for transient occupancy by registered guests. The term "bed-and-breakfast establishment" does not include single-room occupancy buildings as that term is defined in Section 13-4-010; shared housing units registered pursuant to Chapter 4-9 of this Code; or vacation rentals licensed pursuant to Section 4-6-300. If the bed-and-breakfast establishment is a single-family residential building located on a lot that includes a principal house and an accessory building that was being used for residential purposes as of January 16, 2003, the accessory building shall be considered to be part of the establishment. The term "guests" does not include members of the owner's family within the meaning of the Chicago Zoning Ordinance; nor does it include persons who have signed a lease to use and occupy residential property unless the leased residential property is held out by its owner, or by any person acting on the owner's behalf, to be a bed-and-breakfast establishment.

(Omitted text is unaffected by this ordinance)

SECTION 6. Section 4-6-300 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

4-6-300 Vacation rentals.

(a) *Definitions.* As used in this section:

(Omitted text is unaffected by this ordinance)

"Dwelling unit" has the meaning ascribed to that term in section 17-17-0248.

"Guest" means any person who rents a vacation rental for transient occupancy by such person. The term "guest" does not include members of the owner's household, as that term is defined in section 17-17-0270.

"Homeowners association" means the association of all the unit owners, acting pursuant to bylaws through its duly elected board of managers. For purposes of this definition "unit owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a unit, or in the case of a leasehold condominium, the lessee or lessees of a unit whose leasehold of the unit expires simultaneously with the lease.

(Omitted text is unaffected by this ordinance)

"Transient occupancy" has the same meaning ascribed to that term in section 4-6-290 ~~means any occupancy on a daily or nightly basis, or any part thereof, for a period of 30 or fewer consecutive days~~.

"Vacation rental" means a dwelling unit that is not an owner-occupied dwelling unit and contains 6 or fewer sleeping rooms that are available for rent or for hire for transient occupancy by guests. ~~The term "guests" does not include members of the owner's household, as that term is defined in section 17-17-0270.~~ The term "vacation rental" shall not include: (i) single-room occupancy buildings or bed-and-breakfast establishments, as those terms are defined in Section 13-4-010; (ii) hotels, as that term is defined in Section 4-6-180; (iii) a dwelling unit for which a tenant has a month-to-month rental agreement and the rental payments are paid on a monthly basis; (iv) a shared housing unit registered pursuant to Chapter 4-9 of this Code; or (~~iv~~v) corporate housing. For purposes of this definition:

(Omitted text is unaffected by this ordinance)

(g) *Prohibited acts.* It shall be unlawful for any licensee engaged in the business of vacation rental to~~;~~:

(Omitted text is unaffected by this ordinance)

(6) serve or otherwise provide alcohol to any guest~~.~~;

(7) rent less than the whole vacation rental to guests during a single transaction;

(8) rent the vacation rental in multiple transactions for the same or overlapping time periods.

(Omitted text is unaffected by this ordinance)

SECTION 7. Chapter 4-6 of the Municipal Code of Chicago is hereby amended by inserting a new Article XXXI and Section 4-6-400, as follows:

ARTICLE XXXI. SHORT TERM RESIDENTIAL RENTAL INTERMEDIARY.

4-6-400 Short term residential rental intermediary.

(a) *Definitions.* As used in this section, the following definitions shall apply:

"Bed-and-breakfast establishment" has the meaning ascribed to that term in Section 4-6-290.

"Cooperative building" has the meaning ascribed to that term in Section 4-6-300.

"Dwelling unit" has the meaning ascribed to that term in Section 17-17-0248.

"Guest" has the meaning ascribed to that term in Sections 4-6-290, 4-6-300 or 4-9-010, whichever is applicable.

"Homeowners association" has the meaning ascribed to that term in Section 4-6-300.

"Local contact person" means any person authorized as an agent of the short term residential rental intermediary who: (1) is designated for service of process; (2) is authorized by the short term residential rental intermediary to take remedial action and to respond to any violation of this Code; and (3) maintains a residence or office located in the city.

"Platform" means an internet-enabled application, mobile application, or any other digital platform used by a short term residential rental intermediary to connect guests with a short term residential rental provider.

"Short term residential rental" means a dwelling unit located within the city that is rented as, or held out as being used as, a shared housing unit, vacation rental or bed-and-breakfast establishment.

"Short term residential rental intermediary" means any person, who for compensation or a fee, uses a platform to connect guests with a short term residential rental provider for the purpose of renting a short term residential rental.

"Short term residential rental provider" or "provider" means any person who offers for rent a short term residential rental unit.

"Shared housing host" has the meaning ascribed to that term in Section 4-9-010.

"Shared housing unit" has the meaning ascribed to that term in Section 4-9-010.

"Transient occupancy" has the meaning ascribed to that term in Section 4-6-290.

"Vacation rental" has the meaning ascribed to that term in Section 4-6-300.

(b) *License – Required.* No person shall engage in the business of short term residential rental intermediary without first having obtained a license under this section.

(c) *Application – Additional information required.* In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a regulated business license to engage in the business of short term residential rental intermediary shall be accompanied by the following information:

(1) the name, address and contact information of a local contact person;

(2) an affidavit from the local contact person identified in the license application attesting that such local contact person: (i) is designated for service of process; (ii) is authorized by the applicant or licensee to take remedial action and to respond to any violation of this Code; and (iii) maintains a residence or office located in the city;

(3) proof of all insurance required by this section;

(4) a written plan, subject to the approval of the commissioner, describing the applicant's procedures, processes and policies that will ensure that the applicant and any short term residential rental provider that utilizes the platform are, or will remain, in compliance with this section; and

(5) any other information that the commissioner may reasonably require in connection with issuance or renewal of the license.

(d) *Legal duties.* Each licensee shall have the following duties:

(1) obtain commercial general liability insurance, with limits of not less than $1,000,000 per occurrence, for bodily injury, personal injury and property damage arising in any way from the issuance of the short term residential rental intermediary license or activities conducted pursuant to that license. Each policy of insurance shall: (i) be issued by an insurer authorized to insure in the State of Illinois; (ii) name the City of Chicago as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the issuance of the license; (iii) be maintained in full force and effect for the duration of the license period; and (iv) include a provision requiring 30 days' advance notice to the commissioner prior to cancellation or lapse of the policy;

(2) provide commercial general liability insurance, with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage arising in any way from activities conducted pursuant to a registration or issuance of license for a short term residential rental. Such insurance shall cover any bodily injury, personal injury or property damage sustained by any guest arising in any way from activities related to the rental of the short term residential rental. Each policy of insurance provided shall have policy limits as set forth in this subsection that apply separately for each short term residential rental, and if the policy has an aggregate limit, the aggregate limit shall apply separately to each short term

residential rental. Each policy of insurance shall: (i) be issued by an insurer authorized to insure in the State of Illinois; (ii) be maintained in full force and effect for as long as the short term residential rental is registered or licensed, whichever is applicable; and (iii) include a provision requiring 30 days' advance notice to the commissioner and the short term rental provider prior to cancellation or lapse of the policy;

(3) include on its platform the name of, and contact information for, the licensee's local contact person;

(4) comply with all applicable federal, state and local laws and regulations regarding collection and payment of taxes, including hotel accommodation taxes; and

(5) do not list, or permit any person to list, any short term residential rental on its platform, unless the licensee has:

(A) ascertained whether a short term residential rental provider is licensed under Section 4-6-290 or Section 4-6-300, or registered under Section 4-9-020, whichever is applicable. All listings for short term residential rentals shall include the short term residential rental provider's city license or registration number, as applicable. The licensee and short term residential rental provider shall be jointly and severally liable for any rental of a short term residential rental listed on the licensee's platform which is not properly licensed or registered with the City;

(B) advised the provider that the provider must comply with all existing applicable rental agreements, or homeowners association or cooperative building rules or restrictions, regarding the rental for transient occupancy of the short term residential rental;

(C) advised the short term residential rental provider that every listing shall include the following information:

(i) the short term residential rental provider's cancellation and check-in and check-out policies;

(ii) a statement on: (1) on whether the short term residential rental is wheelchair or ADA accessible; (2) whether the short term residential rental has any parking availability or restrictions; and (3) the availability of, or restrictions on, the use of any recreational facilities or other amenities applicable to guests;

(iii) a description of the short term residential rental, including the number of sleeping rooms and bathrooms, and whether the entire dwelling unit, or only a portion thereof, is available for rent; and

(iv) the short term residential rental provider's city license or registration number.

(e) *Monitoring complaints*. The licensee shall monitor complaints from guests or local residents regarding nuisance activity in, or sanitary, health or life safety conditions of, a short term residential rental. Such complaints shall be made available to the commissioner upon request.

The licensee shall immediately notify and cooperate with the police department if the licensee knows or suspects that any criminal activity or public nuisance is taking place in the short term residential rental.

(f) *Records and Reports.* The licensee shall keep accurate books and records and maintain such books and records for a period of three years.

Each licensee shall provide reports and data to the City as provided by the commissioner in rules.

(g) *Registration information.* All registration information for a shared housing unit registration under chapter 4-9 of this code made on a licensee's platform shall be forwarded to the commissioner as prescribed in rules. Prior to forwarding such information to the commissioner, the licensee shall ensure that all registration information required to be submitted by a shared housing host is complete.

(h) *Prohibited Acts.* It shall be unlawful for any person engaged in the business of short term residential rental intermediary to list on its platform any shared housing unit:

(1) when the data on its platform indicate that the number of nights that the shared housing unit has been rented by guests exceeds 90 nights in a calendar year;

(2) that: (i) rents, or offers to rent, any shared housing unit, or any portion thereof, by the hour or for any period of fewer than ten consecutive hours; (ii) rents, or offers to rent, any shared housing unit, or any portion thereof, more than once within any consecutive ten hour period measured from the commencement of one rental to the commencement of the next; (iii) advertises an hourly rate or any other rate for any shared housing unit, or any portion thereof, based on a rental period of fewer than ten consecutive hours; or (iv) rents, or offers for rent, a shared housing unit for multiple bookings or rentals for the same or overlapping time periods.

(i) *Ineligibility for listing.* A short term residential rental shall be ineligible for listing on a licensee's platform under the following conditions:

(1) (A) when, in the determination of the commissioner, the rental of the short term residential rental creates a nuisance because, within any consecutive 12-month period, at least three separate incidents involving illegal acts, as that term is defined in Section 4-4-313(h), occurred: (i) in the short term residential rental; (ii) in or on the premises in which the short term residential rental is located; (iii) in the short term residential rental's parking facility, or (iv) on adjacent property. For purposes of determining whether three or more illegal acts occurred during a 12-month period, illegal acts occurring shall be limited to acts of the guests, or of

invitees of the guests, or to acts otherwise involving circumstances having a nexus to the operation of the short term residential rental while rented to a guest;

(B) a short term residential rental is listed on, or located in a building that is listed on, the city's Building Code Scofflaw List or Problem Landlord List pursuant to Section 2-92-416;

(C) a shared housing unit has been rented in excess of 90 nights in a calendar year; or

(D) a short term residential rental was found to be in violation of any applicable licensing or registration chapter of this Code, and the condition that gave rise to the violation has not been corrected.

(2) The commissioner shall prepare and maintain a list of all short term residential rentals that are ineligible to be listed on a short term residential rental intermediary's platform. The list shall be made available by the commissioner to all licensed short term residential rental intermediaries in a form and manner prescribed by the commissioner.

(3) Upon determining that a short term residential rental is ineligible under this subsection to be listed, the commissioner shall notify the short term residential rental provider, in writing, of such fact and of the basis for the determination of ineligibility. Such notice shall include a statement informing the short term residential rental provider that such provider may, within 10 days of the date on which the notice was sent, request, in a form and manner prescribed by the commissioner in rules, a hearing before the commissioner to contest the determination of ineligibility for listing. The notice shall also advise the short term residential rental provider that the provider is entitled to present to the commissioner any document, including affidavits, related to the commissioner's determination. If requested, a hearing before the commissioner shall be held within 10 business days of receipt of such request. Within 60 days of the hearing the commissioner shall either affirm or reverse such determination based upon the evidence presented. The commissioner's decision shall be final and may be appealed in the manner provided by law. If a short term rental provider fails to request a hearing within the prescribed time, the short term residential rental shall be deemed to be ineligible to be listed on the platform.

(4) It shall be a violation of this subsection for any licensee to list, or permit to be listed, on its platform any short term residential rental that has been determined to be ineligible to be listed on such platform pursuant to this subsection.

(j) *Departmental duties.* The commissioner shall maintain a list, by address, of all short term residential rentals currently licensed or registered under the applicable provisions of this Code.

(k) *Rules.* The commissioner is authorized to promulgate rules necessary to implement this section.

(l) *Penalty.* In addition to any other penalty provided by law, any person who violates this section or any rule promulgated thereunder shall be subject to a fine of not less than $1,500.00 nor more than $3,000.00 for each offense, or incarceration for a period not to

exceed six months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 8. Title 4 of the Municipal Code of Chicago is hereby amended by adding a new chapter 4-9, sections 4-9-010 through and including 4-9-090, as follows:

Chapter 4-9 SHARED HOUSING UNITS.

4-9-010 Shared housing host.

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

"Board of directors" has the meaning ascribed to the term in Section 4-6-300.

"Homeowners association" has the meaning ascribed to that term in Section 4-6-300.

"Guest" means a person who rents a shared housing unit for transient occupancy. The term "guest" does not include members of the owner's or tenant's household, as that term is defined in Section 17-17-0270.

"Local contact person" means a person authorized as an agent of the shared housing host who: (1) is designated for service of process; (2) is authorized by the short term residential rental host to take remedial action and to respond to any violation of this Code; and (3) maintains a residence or office located in the city.

"Permanent Occupancy" has the meaning ascribed to that term in Section 4-6-290.

"Rental Agreement" has the meaning ascribed to that term in Section 5-4-030.

"Shared housing unit" means a dwelling unit containing 6 or fewer sleeping rooms and that is, or any portion therein is, rented for 90 nights or less within a calendar year for transient occupancy by guests. The term "shared housing unit" shall not include: (1) single-room occupancy buildings; (2) hotels, as that term is defined in Section 4-6-180; (3) corporate housing; or (4) bed-and-breakfast establishments or vacation rentals licensed or required to be licensed by the city. For purposes of this definition, (i) "corporate housing" means a dwelling unit owned or leased by a business entity that is available for rent for transient occupancy solely by the business entity's officers, employees, family members of the officers or employees, consultants, vendors or contractors; and (ii) "family members" means an officer's or employee's (i) mother, father, spouse, brother or sister (including blood, step or half), son or daughter (including blood, step or half), father-in- law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchildren; (ii) court-appointed legal guardian or person for whom the employee or officer is a court- appointed legal guardian; or (iii) domestic partner or the domestic partner's mother, father, brother or sister (including blood, step, or half), or son or daughter (including blood, step or half).

"Shared housing host" means an owner or tenant of a shared housing unit who rents such unit to guests.

"Tenant" means a person who has a rental agreement for a dwelling unit in which the rental payments are paid on a monthly basis for permanent occupancy of the dwelling unit.

"Transient Occupancy" has the meaning ascribed to that term in Section 4-6-290.

4-9-020 Shared housing unit registration-required.

(a) No dwelling unit shall be rented as a shared housing unit until the owner or tenant of the dwelling unit registers such unit with the department, in a form and manner prescribed by the commissioner. The registration shall include such pertinent information reasonably required by the commissioner, as provided in rules.

(b) In addition to the information required by subsection (a), the registration shall include an attestation by the shared housing host that:

(1) the shared housing host has a local contact person who: (i) is designated for service of process; (ii) is authorized by the shared housing host to take remedial action and to respond to any violation of this Code; and (iii) maintains a residence or office located in the city;

(2) if the shared housing unit is subject to restrictions imposed by a homeowners association or board of directors, the homeowners association or board of directors has approved the dwelling unit for use as a shared housing unit;

(3) if the shared housing unit is subject to a rental agreement, the owner has approved the dwelling unit for use as a shared housing unit; and

(4) the shared housing unit will not be rented for more than 90 nights in any calendar year, unless the host obtains a vacation rental or bed and breakfast license, whichever is applicable.

(c) The registration application shall include a zoning review, as provided by the commissioner in rules, to ensure that the location of the shared housing unit is in compliance with the Zoning Code.

(d) The commissioner shall assign a unique registration number to each registered shared housing unit.

(e) After the initial registration, the shared housing unit's registration shall be renewed annually thereafter in a manner prescribed by the commissioner in rules. The registration for a shared housing unit transferred to a new shared housing host shall be reviewed in a manner prescribed by the commissioner in rules.

(f) When in the determination of the commissioner, a shared housing unit fails to meet eligibility requirements for registration or renewal of registration, the commissioner shall notify the shared housing host, in writing, of such fact and of the basis for such indication of ineligibility. Such notice shall include a statement informing the shared housing host that the shared housing host may, within 10 days of the date on which the notice was sent, request, in a form and manner prescribed by the commissioner in rules, a hearing before the commissioner to review the determination of ineligibility for registration under Chapter 4-9 of this Code. The notice shall also advise that such shared housing host is entitled to present to the commissioner any document, including affidavits, related to the shared housing unit's eligibility. If requested, a hearing before the commissioner shall be held within 10 business days of receipt of such request. Within 60 days of the hearing the commissioner shall make a determination of the shared housing unit's eligibility based upon the evidence presented. The commissioner's decision shall be final and may be appealed in the manner provided by law. If a shared housing host fails to request a hearing within the prescribed time, the shared housing unit shall be deemed ineligible for registration.

4-9-030 Registration – Eligibility.

Any shared housing unit that is listed on, or is located in a building that is listed on, the city's Building Code Scofflaw List or Problem Landlord List pursuant to Section 2-92-416 shall not be eligible to be registered with the department.

4-9-040 Limitation on the number of nights a shared housing unit can be rented.

(a) No shared housing unit shall be rented to guests for a total of more than 90 nights within a calendar year. The 90-night restriction shall apply to the shared housing unit, regardless of whether the shared housing unit is transferred to a new shared housing host during the calendar year.

(b) For purposes of determining the number of nights that a shared housing unit has been rented in a calendar year, the following requirements shall apply:

(1) every night a guest stays overnight shall be counted as one night; and

(2) if a guest checks-in and checks-out on the same day, such day shall be counted as one night.

4-9-050 Operating requirements.

(a) Each shared housing host shall:

(1) provide guests with soap, clean individual bath cloths and towels, and clean linen. All linens, bath cloths and towels shall be kept in good repair and changed between guests;

(2) clean and sanitize the shared housing unit and all dishes, utensils, pots, pans and other cooking utensils between guests, and dispose of all food, beverages and alcohol left by the previous guests;

(3) immediately notify and cooperate with the police department if a shared housing host knows or suspects that any criminal activity or public nuisance is taking place in the shared housing unit. If the local contact person is a person other than the licensee, the local contact person shall also immediately notify and cooperate with the police department if the local contact person knows or suspects that any criminal activity or public nuisance is taking place in the shared housing unit;

(4) ensure that the shared housing unit's registration number is conspicuously displayed in every advertisement of any type in connection with the rental of the shared housing unit. Failure to comply with this requirement shall create a rebuttable presumption that the shared housing unit is being operated without the proper registration;

(5) ensure that the shared housing unit is in compliance with applicable laws regarding the installation and maintenance of functioning smoke and carbon monoxide detectors; and

(6) post in a conspicuous place near the entrance of the shared housing unit: (i) the name and telephone number of the local contact person; and (ii) an evacuation diagram

identifying all means of egress from the shared housing unit and the building in which it is located.

(b) All bookings for the rental of a shared housing unit by a guest shall be made using a platform provided by a short term residential rental intermediary licensed under section 4-6-400.

4-9-060 Unlawful acts.

It shall be unlawful for any shared housing host to:

(a) permit any criminal activity or public nuisance to take place within the shared housing unit;

(b) exceed the maximum occupancy limit of no more than one person per 125 feet of floor area of the shared housing unit. The occupancy limitation set forth in this subsection is the absolute maximum limitation. The actual allowed capacity shall be based on the applicable provisions of the building code;

(c) misrepresent any material fact regarding the shared housing on any listing;

(d) serve or otherwise provide alcohol to any guest, or invitees of a guest, under the age of 21 years; or

(e) (1) rent any shared housing unit, or any portion thereof, by the hour or for any period of fewer than ten consecutive hours; or

(2) rent any shared housing unit, or any portion thereof, more than once within any consecutive ten hour period measured from the commencement of one rental to the commencement of the next; or

(3) advertise an hourly rate or any other rate for any shared housing unit, or any portion thereof, based on a rental period of fewer than ten consecutive hours; or

(4) allow multiple bookings or rentals of any shared housing unit for the same or overlapping time periods.

4-9-070 Rules.

The commissioner is authorized to promulgate rules necessary to implement this chapter.

4-9-080 Registration- suspension or revocation.

(a) In addition to any other fine or penalty provided, a registration under this chapter may be suspended or revoked by the commissioner for a violation of this chapter. No registration shall be revoked or suspended except in accordance with subsection (c); provided, however, that if the commissioner has good cause to believe that continued rental of a shared housing unit causes an imminent threat to public health, safety or welfare, the commissioner may, upon issuance of a written order stating the reason for such conclusion and without notice or hearing, suspend or revoke the shared housing unit's registration and prohibit the shared housing host from renting the shared housing unit to guests for a period of time not to exceed ten calendar days; provided, however, that the shared housing host shall be afforded an

opportunity to be heard during such period. If the shared housing host fails to request a hearing with the prescribed time, the shared housing unit's registration shall be deemed revoked.

(b) In addition to any other applicable reason, a shared housing unit registration may be revoked or suspended in accordance with this section when:

(1) in the determination of the commissioner, the rental of the shared housing unit creates a nuisance because, within any consecutive 12-month period, at least three separate incidents involving illegal acts, as that term is defined in Section 4-4-313(h), occurred: (i) in the shared housing unit; (ii) in or on the premises in which the shared housing unit is located; (iii) in the shared housing unit's parking facility, or (iv) on adjacent property. For purposes of determining whether three or more illegal acts occurred during a 12-month period, illegal acts occurring shall be limited to acts of the guests, or of invitees of the guests, or to acts otherwise involving circumstances having a nexus to the operation of the shared housing unit while rented to a guest;

(2) a shared housing unit is listed on, or located in a building that is listed on, the city's Building Code Scofflaw List or Problem Landlord List pursuant to Section 2-92-416;

(3) a shared housing unit has been rented in excess of 90 nights in a calendar year; or

(4) the commissioner determines that the continued rental of a shared housing unit poses a threat to the public health, safety or welfare.

(c) Upon determining that a shared housing unit's registration is subject to suspension or revocation under this section, the commissioner shall notify the shared housing host, in writing, of such fact and of the basis for the suspension or revocation of the registration. Such notice shall include a statement informing the shared housing host that the shared housing host may, within 10 days of the date on which the notice was sent, request, in a form and manner prescribed by the commissioner in rules, a hearing before the commissioner to contest the suspension or revocation. The notice shall also advise the shared housing host that the shared housing host is entitled to present to the commissioner any document, including affidavits, related to the commissioner's determination for suspension or revocation. If requested, a hearing before the commissioner shall be held within 10 business days of receipt of such request. Within 60 days of the hearing the commissioner shall either affirm or reverse such determination based upon the evidence presented. The commissioner's decision shall be final and may be appealed in the manner provided by law. If a shared housing host fails to request a hearing within the prescribed time, the shared housing unit registration shall be deemed suspended or revoked.

4-9-090 Violations-Penalties.

In addition to any other penalty provided by law, any person who violates any provision of this chapter or any rule promulgated thereunder shall be subject to a fine of not less than $1,500.00 nor more than $3,000.00 for each offense, or incarceration for a period not to exceed six months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 9. Section 17-2-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

17-2-0207 Use Table and Standards.

USE GROUP		Zoning Districts								Use Standard	Parking Standard
Use Category		RS	RS	RS	RT	RT	RM	RM	RM		
	Specific Use Type	1	2	3	3.5	4	4.5	5-5.5	6-6.5		
P= permitted by-right S = special use approval req'd PD = planned development approval req'd - = Not allowed											

(Omitted text is unaffected by this ordinance)

P. Lodging											
1.	Bed and Breakfast	-	-	-	-	P	P	P	P	§ 17-9-0103	§ 17-10-0207-S
2.	Vacation Rental	-	-	-	-	-	S	S	S		
<u>3.</u>	<u>Shared Housing Unit</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		

SECTION 10. Section 17-3-0207 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

17-3-0207 Use Table and Standards.

USE GROUP		Zoning Districts						Use Standard	Parking Standard
Use Category		B1	B2	B3	C1	C2	C3		
	Specific Use Type								
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed									

(Omitted text is unaffected by this ordinance)

II. Lodging									
1.	Bed and Breakfast	P	P	P	P	P	-	§ 17-9-0103	§ 17-10-0207-S
2.	Hotel/Motel	-	-	S	S	S	S		§ 17-10-0207-S
3.	Vacation Rental	P	P	P	P	P	-		
<u>4.</u>	<u>Shared Housing Unit</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>		

SECTION 11. Section 17-4-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

17-4-0207 Use Table and Standards.

USE GROUP		Zoning Districts				Use Standard	Parking Standard
Use Category		DC	DX	DR	DS		
	Specific Use Type						
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed							

(Omitted text is unaffected by this ordinance)

II. Lodging							
1.	Bed and Breakfast	P	P	P	P	§ 17-9-0103	§ 17-10-0208
2.	Hotel/Motel	P	P	-	P		§ 17-10-0208
3.	Vacation Rental	S	S	S	S		
4.	Shared Housing Unit	P	P	P	-		

SECTION 12. Section 17-17-0104-S of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

17-17-0104-S Lodging. Provision of lodging services on a temporary basis with incidental food, drink, and other sales and services intended for the convenience of guests. The following are lodging use types:

(Omitted text is unaffected by this ordinance)

4. "Shared housing unit" means a dwelling unit located within the city that contains 6 or fewer sleeping rooms and is, or any portion therein is, rented for 90 nights or less within a calendar year for transient occupancy by guests. The 90-night restriction applies to the shared housing unit, regardless of whether the shared housing unit is transferred to a new shared housing host. The calculation of the number of allowable nights shall be as set forth section 4-9-040. The term "shared housing unit" shall not include: (1) single-room occupancy buildings; (2) hotels, as that term is defined in Section 4-6-180; (3) corporate housing; or (4) bed-and-breakfast establishments or vacation rentals licensed or required to be licensed by the city. For purposes of this definition:

(i) "Corporate housing" means a dwelling unit owned or leased by a business entity that is available for rent for transient occupancy solely by the business entity's officers, employees, family members of the officers or employees, consultants, vendors or contractors;

(ii) "Family members" means an officer's or employee's (i) mother, father, spouse, brother or sister (including blood, step or half), son or daughter (including blood, step or half), father-in- law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchildren; (ii) court-appointed legal guardian or a person for whom the employee or officer is a court- appointed legal guardian; or (iii) domestic partner or the domestic partner's mother, father, brother or sister (including blood, step, or half), or son or daughter (including blood, step or half);

(iii) "Guest," "shared housing host," and "transient occupancy" have the meaning ascribed to those words in section 4-9-010.

SECTION 13. Section 3-24-030 of Section 1 of this ordinance shall take effect on July 1, 2016, the remainder of this ordinance shall be in full force and effect 120 days after its passage and publication.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-66

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Sections 9-112-480 and 9-112-575 concerning taxicab driver awards and incentive program
Committee(s) Assignment:	Committee on License and Consumer Protection

LIC.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance establishing a city-wide taxi medallion award.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. Sections 9-112-480 and 9-112-575 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-112-480 Number of available licenses – Distribution.

<u>Except as otherwise provided in Section 9-112-575,</u> ~~The~~ <u>the</u> commissioner shall promulgate regulations to set forth procedures by which all available taxicab licenses shall be distributed periodically (by sale, lease, or otherwise) pursuant to open and competitive bidding procedures. The procedures shall be designed to produce the maximum amount of revenues to the city consistent with serving the public interest, and to ensure that only applicants that are qualified under this chapter are awarded licenses.

9-112-575 Taxicab ~~wheelchair accessible~~ driver award<u>s</u>.

<u>(a)</u> In each calendar year, one taxicab medallion license may be awarded to the person who has demonstrated, through their actions as a licensed public chauffeur, the greatest dedication to providing service to persons needing wheelchair accessible vehicles. The awardee must place the awarded medallion license onto a wheelchair accessible vehicle.

<u>(b) The commissioner is authorized to develop and administer a taxicab driver incentive program to promote outstanding taxicab service. Program awards may include the granting of up to two taxicab medallion licenses per calendar year.</u>

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

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-69

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of Open Space Impact Fee funds for Julia De Burgos Park
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP. EV.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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 Fee funds for Julia De Burgos Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309-69311 of the Journal of the Proceedings of the City Council of the same date; and

WHEREAS, DPD has proposed the implementation of a project to create open spaces and recreational facilities in the Community Area listed on Exhibit A (the "Project"); and

WHEREAS, DPD wishes to make available Open Space Fees collected by DOF in an amount described on Exhibit A for the purpose of providing funding for the Project which will provide open space and recreational facilities for the benefit of the residents of the Community Area described on Exhibit A; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, 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 agreed to use the Open Space Fees, in the amounts set forth on Exhibit A, to pay for open space acquisition and capital improvements relating to the Project; and

WHEREAS, DPD has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is 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 on Exhibit A 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; 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, as proposed on Exhibit A, 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 set forth on Exhibit A.

SECTION 3. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized to utilize Open Space Fees for the Project in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in an amount not to exceed $235,000 from the Logan Square – 22 Community Area 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 of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

EXHIBIT A
Description of Project

Julia De Burgos Park Expansion Project

Address:	1808 N. Whipple
Community Area:	Logan Square -22
Project Description:	Environmental remediation
Amount of Open Space Fees:	$235,000

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City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-160

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property in 1600 block of W Edgewater Ave and W Hollywood Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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 acquisition of property in the 1600 block of Edgewater and Hollywood.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, pursuant to ordinances adopted by the City Council of the City of Chicago ("City Council") on October 1, 2003 and published at pages 8260 through 8333 of the Journal of the Proceedings of the City Council ("Journal") for such date: (i) a certain redevelopment plan and project (the "Plan") for the Edgewater / Ashland Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); (ii) the Area was designated as a redevelopment project area pursuant to the Act; and (iii) tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

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

WHEREAS, by Resolution No. 15-CDC-32, adopted by the Community Development Commission of the City of Chicago ("Commission") on November 10, 2015, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, by Resolution No. 15-CDC-33, adopted by the Community Development Commission of the City of Chicago ("Commission") on November 10, 2015, the Commission recommended the disposition of the Acquisition Parcels to the Chicago Park District for the creation of a public park, subject to public advertisement of the proposed sale of the Acquisition Parcels and City Council authorization; and

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

WHEREAS, the City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2003 in accordance with the Act. as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, the City Council further finds that prior to April 15, 2006, the Plan included an estimated $7.500,000 in property assembly costs as a budget line item in Table 2 to the Plan, and also described property assembly as a part of the redevelopment project for the Area, including in Section 4 of the Plan; and

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

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for public purposes and for purposes of implementing the objectives of the Amended Plan for the Department of Planning and Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence with respect to those Acquisition Parcels identified in Exhibit A within four (4) years of the date of the publication of this ordinance. For each Acquisition Parcel, commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the owner(s) of such Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

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

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

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

EXHIBIT A

Acquisition Parcels
(Subject to Final Survey and Title Commitment)

ADDRESS	P.I.N.	Vacant or Improved
1628 W. Hollywood	14-06-409-060	Improved
1630 W. Hollywood	14-06-409-048	Improved
1619 W. Edgewater	14-06-409-066	Improved
1621 W. Edgewater	14-06-409-067	Improved
1623 W. Edgewater	14-06-409-068	Improved
1625 W. Edgewater	14-06-409-069	Improved

City of Chicago

A2016-3

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Paul F. Kartcheske as member of Special Service Area No. 31, Greater Ravenswood Commission
Committee(s) Assignment:	Committee on Finance

FIN-

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have reappointed Paul F. Kartcheske as a member of Special Service Area No. 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-7

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Jacob Elkins-Ryan as member of Special Service Area No. 8, Lakeview East Commission
Committee(s) Assignment:	Committee on Finance

F/W.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

I have reappointed Jacob Elkins-Ryan as a member of Special Service Area No. 8, the Lakeview East Commission, for a term effective immediately and expiring February 15, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2016-100

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/13/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment No. 3 to Central West Redevelopment Project Area Tax Increment Financing District Redevelopment Plan and Project
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending the terms of the Central West TIF District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, pursuant to ordinances adopted on February 16, 2000, and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 25277-25432, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved "The Central West Redevelopment Project Area Tax Increment Financing District Redevelopment Plan and Project" (the "Original Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Original Area") (such ordinance being defined herein as the "Approval Ordinance"); (ii) designated the Original Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Area (the "Adoption Ordinance"); and

WHEREAS, pursuant to ordinances adopted by the City Council on March 12, 2008, and published at pages 81982 through 81991 of the Journal of such date, the Original Area was expanded (as expanded, the "Amended Area") and the Original Plan was amended by Amendment Number 1 (the "Plan Amendment 1"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 8, 2011, and published at pages 6051 through 6241 of the Journal of such date, the Original Plan was further amended to change the land uses of the Amended Area (the "Plan Amendment 2") (the Original Plan, as amended by Plan Amendment 1 and Plan Amendment 2 shall hereinafter be referred to as the "Plan"); and

WHEREAS, the Approval Ordinance, the Designation Ordinance, and the Adoption Ordinance, all as amended by the Plan Amendment 1 and Plan Amendment 2 ordinances, are collectively referred to in this ordinance as the "TIF Ordinances"; and

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

WHEREAS, the Corporate Authorities now desire further to amend the Plan by amending the Proposed Future Land Use Plan map to change the proposed land use for the parcel bounded approximately by Wood Street and Ogden Avenue on the east, Damen Avenue on the west, Jackson Boulevard on the north and Van Buren Street on the south, which such amendment shall not (1) add additional parcels of property to the Amended Area, (2) substantially affect the general land uses proposed in the Plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the Plan by more than 5% after adjustment for inflation from the date the Original Plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the Plan, or (6) increase the number of inhabited residential units to be displaced from the Amended Area, as measured from the time of creation of the Original Area, to a total of more than 10;

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

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

SECTION 2. Approval of Plan Amendment 3. The amendment of the Plan to change the proposed land use for the parcel bounded approximately by Wood Street and Ogden Avenue on the east, Damen Avenue on the west, Jackson Boulevard on the north and Van Buren Street on the south, from "Public/Institutional" to "Mixed-Use 3: Residential, Commercial, Private Institutional, Public Institutional" is hereby approved. Map 5 in the Plan, "Proposed Future Land Use Map, July 2011" is hereby replaced in its entirety with"Proposed Future Land Use Map, November 2015," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

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

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

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

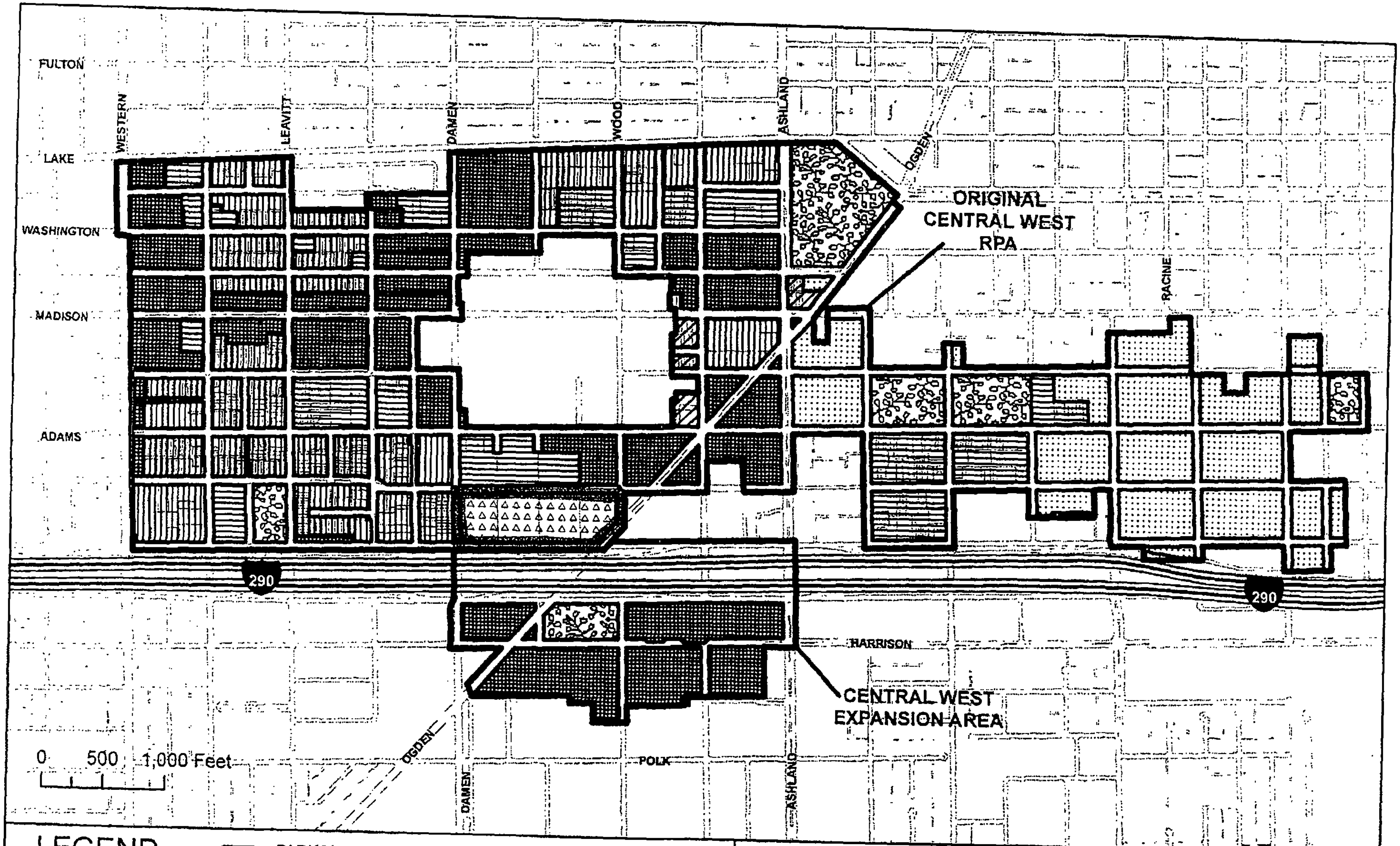
<u>EXHIBIT 1</u>
Plan Amendment 3

Central West Redevelopment Project Area Tax Increment Financing District
Redevelopment Plan and Project
November 2015

Plan Amendment 3 to the Central West Redevelopment Plan and Project (the "Plan") is as follows:

Map 5. Proposed Future Land-Use.

Map 5 to the Plan is replaced in its entirety with Map 5 attached to this Plan Amendment 3.



CITY OF CHICAGO

CENTRAL WEST RPA AS AMENDED AMENDMENT NO. 3

MAP 5

PROPOSED FUTURE LAND USE

NOVEMBER 2015