



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 5/18/2016 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental			
1	O2016-3929	Amended and restated intergovernmental agreement with Metropolitan Pier and Exposition Authority regarding provision of off-duty uniformed Chicago Police Department personnel at Navy Pier campus	Emanuel (Mayor) Public Safety
2	O2016-3931	Intergovernmental agreement with Public Building Commission of Chicago regarding demolition of Old Malcolm X College and removal of underground storage tanks	Emanuel (Mayor) Housing
3	O2016-3998	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for rehabilitation of Orozco Academy of Fine Arts and Sciences and related facility improvements	Emanuel (Mayor) Finance
4	O2016-4004	Intergovernmental agreement with Chicago Park District for provision of Tax Increment Financing (TIF) assistance for improvements to Park 526 at 6000 N Lincoln Ave	Emanuel (Mayor) Finance
Agreement(s) - Lease			
5	O2016-4195	Lease agreement with Board of Trustees of the University of Illinois for use of clinical office space at Uptown Neighborhood Health Clinic at 845 West Wilson Ave	Emanuel (Mayor) Housing
Appointment(s)			
6	A2016-45	Appointment of Erin S. Keane as City Comptroller	Emanuel (Mayor) Finance
7	A2016-46	Appointment of Ryan M. Dunigan as member of Chicago Commission on Human Relations	Emanuel (Mayor) Human Relations
8	A2016-47	Appointment of Nancy C. Andrade as member of Board of Ethics	Emanuel (Mayor) Rules
9	A2016-48	Appointment of Eva-Dina Delgado as member of Police Board	Emanuel (Mayor) Public Safety
10	A2016-49	Appointment of Terese L. McDonald as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor) Finance
11	A2016-50	Appointment of Charles J. Stewart as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor) Finance
12	A2016-51	Appointment of Steven E Tobiason as member of Special Service Area No. 29-2014, West Town Commission	Emanuel (Mayor) Finance

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5/18/2016

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
13	A2016-54	Appointment of David T. Whittley as member of Public Building Commission	Emanuel (Mayor) Zoning
14	A2016-55	Appointment of Albert D. Tyson III as member of Plan Commission	Emanuel (Mayor) Zoning
Committee/Public Hearing(s)			
15	R2016-322	Initiation of public question for submission to Chicago voters in referendum at November 28, 2016 municipal general election whether State of Illinois should strengthen penalties for illegal trafficking of firearms and require background checks for gun dealers and their employees	Emanuel (Mayor) Rules
		Reboyas (30)	
		Taliaferro (29)	
		Burnett (27)	
		Maldonado (26)	
		Villegas (36)	
		Austin (34)	
		Beale (9)	
		Ervin (28)	
		Mell (33)	
		Waguespack (32)	
		Santiago (31)	
		Hopkins (2)	
		Cochran (20)	
		Dowell (3)	
		Zalewski (23)	
		Scott, Jr. (24)	
		Solis (25)	
		Mitts (37)	
		Ramirez-Rosa (35)	
		Burke (14)	
		Mitchell (7)	
		Thompson (11)	
		Sadlowski Garza (10)	
		Foulkes (16)	
		Moore (17)	
		Hairston (5)	
		Brookins (21)	
		Sawyer (6)	
		Moore (49)	
		Pawar (47)	
		Arena (45)	
		Munoz (22)	
		Tunney (44)	
		Laurino (39)	
		Osterman (48)	
		Smith (43)	
		Reilly (42)	
		Napolitano (41)	
		O'Connor (40)	
		Lopez (15)	
		Curtis (18)	
		Harris (8)	
		Cardenas (12)	
Municipal Code Amendment(s)			
16	O2016-3912	Amendment of Municipal Code Section 2-92-335 regarding City contractor apprentice utilization	Emanuel (Mayor) Budget

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5/18/2016

Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
17	O2016-3973	Amendment of Municipal Code Section 2-160-070 regarding prohibition on discriminatory practices in public accommodations	Emanuel (Mayor) Burke (14) Cappleman (46) Tunney (44) Mell (33) Lopez (15) Ramirez-Rosa (35)	Human Relations
Open Space Impact Fee(s)				
18	O2016-3930	Expenditure of Open Space Impact Fee funds for Nettelhorst School active spaces project	Emanuel (Mayor)	Special Events
Reappointment(s)				
19	A2016-52	Reappointment of Charles M. Long and Terry N. Tuohy as members of Special Service Area No. 34, Uptown Commission	Emanuel (Mayor)	Finance
20	A2016-53	Reappointment of Martha B. Peters and Lynn A. Small as members of Special Service Area No. 42, 71st/Stony Commission	Emanuel (Mayor)	Finance



City of Chicago



O2016-3929

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amended and restated intergovernmental agreement with Metropolitan Pier and Exposition Authority regarding provision of services of off-duty uniformed Chicago Police Department personnel at Navy Pier campus
Committee(s) Assignment:	Committee on Public Safety



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Metropolitan Pier and Exposition Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

WHEREAS, the City of Chicago (“City”) is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et seq. (the “Act”) the Metropolitan Pier And Exposition Authority (“Authority”) has the power and duty, among other things, to provide for the recreational, cultural, and commercial, development of Navy Pier and to promote, operate, maintain and provide for industrial, commercial, cultural, education, trade and scientific exhibits and events at the McCormick Place complex and campus; and

WHEREAS, under the Act, the Authority may enter into contracts to effectuate the objectives and purposes of the Act; and

WHEREAS, the City and Authority entered into an Agreement (“**the 1996 Agreement**”) effective as of January 9, 1996 which allows the Authority to obtain the services of off-duty uniformed Chicago Police Department (“CPD”) sworn personnel at its Navy Pier campus; and

WHEREAS, the City and Authority desire to continue the 1996 Agreement arrangement which will allow for the provision of services (“**Services**”) by off-duty uniformed CPD sworn personnel at Navy Pier, and to expand the location of services to include the McCormick Place complex and campus by entering into an Amended and Restated Agreement (the “**Amended and Restated Agreement**”); and

WHEREAS, by a Resolution adopted by the Board of the Authority on March 29, 2016, the Chief Executive Officer of the Authority was authorized to enter into an Amended and Restated Agreement with CPD for the provision of such Services; and

WHEREAS the City and Authority desire to enter into an Amended and Restated Agreement; NOW THEREFORE,

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

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

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Superintendent of CPD (the “**Superintendent**”) or a designee of the Superintendent are each hereby authorized to execute and deliver the Amended and Restated Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Superintendent or the Superintendent’s designee shall approve (execution of the Amended and Restated Agreement by the Superintendent or the Superintendent’s designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Amended and Restated Agreement.

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

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

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

Exhibit A

Amended and Restated Intergovernmental Agreement

AMENDED AND RESTATED A G R E E M E N T

This AMENDED AND RESTATED AGREEMENT ("Amended and Restated Agreement") is made and entered into as of _____, 2016 by and between the CITY OF CHICAGO, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois ("City"), through its DEPARTMENT OF POLICE ("CPD") by its Superintendent of Police ("Superintendent") and the METROPOLITAN PIER AND EXPOSITION AUTHORITY ("Authority") a political subdivision, unit of local government, body politic and municipal corporation organized and created by an act of the Illinois legislature through its Chief Executive Officer.

RECITALS

WHEREAS, pursuant to the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et seq. (the "Act") the Authority has the power and duty, among other things, to provide for the recreational, cultural, and commercial, development of Navy Pier and to promote, operate maintain and provide for industrial, commercial, cultural, educational, trade and scientific exhibits and events at the McCormick Place complex and campus; and

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

WHEREAS, under the Act the Authority may enter into contracts to effectuate the objectives and purposes of the Act; and

WHEREAS, the City and Authority entered into an Agreement, ("the 1996 Agreement") effective as of January 9, 1996 which allows the Authority to obtain the services of off-duty uniformed CPD sworn personnel at its Navy Pier campus; and

WHEREAS, the 1996 Agreement was ratified by the Members of the Board of the Authority on February 6, 1996; and

WHEREAS the City and Authority desire to continue the 1996 Agreement arrangement which will allow for the provision of services ("Services") by off-duty uniformed CPD sworn personnel at Navy Pier, and to expand the location of services to include the McCormick Place complex and campus; and

WHEREAS, the parties desire to fully amend and restate the 1996 Agreement by entering into this Amended and Restated Agreement, which shall be the surviving and operating agreement between the parties; and

WHEREAS, by an ordinance adopted by the City Council of the City of Chicago on _____ 2016 the Superintendent of Police was authorized to enter into this Amended and Restated Agreement with the Authority for the provision of such Services; and

WHEREAS, by a Resolution adopted by the Board of the Authority on March 29, 2016, the Chief Executive Officer of the Authority was authorized to enter into this Amended and Restated Agreement with CPD for the provision of such Services; and

WHEREAS, the City and Authority desire to enter into this Amended and Restated Agreement subject to those conditions set forth below:

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

AGREEMENT

1. The recitations set forth above constitute an integral part of this Amended and Restated Agreement and are hereby incorporated herein by reference with the same force and effect as if set forth herein as agreements of the parties and are made a part of this Amended and Restated Agreement.
2. Upon execution of this Amended and Restated Agreement by the Chief Executive Officer of the Authority, and consistent with the CPD's and Authority's policies concerning secondary employment (including CPD's Employee Resource E01-11), the City, through the Superintendent, will permit its off-duty, uniformed CPD sworn personnel to provide Services to the Authority.

3. Off-duty, uniformed CPD sworn personnel are authorized to wear their CPD uniforms while serving at Authority facilities, while providing Services to and under the direction of the Authority. Such off-duty, uniformed sworn personnel will be considered to be independent contractors at all times and will be issued federal IRS Form 1099 concerning earnings.
4. If an action, claim, suit, or grievance is brought against the City or any of its officers, agents, representatives or employees ("City Indemnitees") by reason of the Authority's employing of off-duty, uniformed CPD sworn personnel, or the Superintendent having granted such CPD sworn personnel permission to wear CPD uniforms while providing Services, to the extent permitted by law, the Authority will defend and indemnify the City Indemnitees from, for, and against, all suits, claims, grievances, damages, costs, expenses, judgments, and liabilities, including costs of defense and reasonable attorneys' fees. Such indemnity includes, but is not limited to:
 - a) a claim by any person that each of the City Indemnitees or CPD is any way responsible for the actions or inactions of off-duty, uniformed CPD sworn personnel providing Services to the Authority (including but not limited to any claim under the U.S. Constitution, federal or state laws, municipal ordinances, or common law); and
 - b) any claim made by, or on behalf of, any off-duty, uniformed CPD sworn personnel seeking any compensation from the City or CPD for his or her secondary employment with the Authority during off-duty time from CPD, including any pay for overtime or liquidated damages in excess of actual damages for overtime under the federal Fair Labor Standards Act, or any other law or ordinance.

5. In agreeing to defend and indemnify the City Indemnitees, the Authority does not waive or relinquish the benefit of any of the protections, limits, prohibitions, immunities, and defenses available to the Authority, under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* or otherwise under law.
6. Notwithstanding the provisions of paragraph 4 above, the City may elect to provide its own defense, or to defend any of its officers, agents, representatives or employees, in case any claim is made as described in paragraph 4. While such election does not affect the Authority's obligation to indemnify the City Indemnitees, and any of its officers, agents, representatives or employees as provided in paragraph 4, nevertheless, if the City chooses to conduct its own defense, it must act diligently and in good faith to protect the Authority. The City is not entitled to settle any case, for which it intends to seek indemnification from the Authority without prior approval by the Authority, and, if appropriate, the Authority's insurer.
7. The Authority will maintain its existing insurance program and will provide Comprehensive General Liability (CGL) insurance in the amount of not less than \$10,000,000 per occurrence for bodily injury, personal injury and property damage liability. The City and City Indemnitees will be named as additional insureds.
8. This Amended and Restated Agreement has no effect on the right of any off-duty, uniformed CPD sworn personnel to claim a right of representation or indemnification from the City as provided by applicable law or ordinance.
9. The City is not, under any circumstances, obligated to provide representation to the Authority or its members of the Board, officers, agents, representatives, or employees in any litigation that may arise out of the Authority's employment of off-duty, uniformed CPD sworn personnel, although, with the Authority's prior written consent, the City may elect to do so.
10. The City is not liable to the Authority, or its members of the Board, officers, agents, representatives, or employees by reason of the Authority's employment of off-duty,

uniformed CPD sworn personnel, it being solely within the discretion and responsibility of the Authority to select, direct, control and compensate such off-duty, uniformed CPD sworn personnel providing Services to the Authority.

11. No member of the Board, officers, employees or agents of the Authority, or officers, employees or agents of the City shall be held individually or personally liable in connection with this Amended and Restated Agreement or the Services provided under this Amended and Restated Agreement
12. Either party has the right to terminate this Amended and Restated Agreement by giving the other party 60 calendar days prior written notice. When this Amended and Restated Agreement is terminated and on the effective date of the termination the Superintendent's permission to allow off-duty sworn officers to wear CPD uniforms while rendering Services to the Authority ends. The Superintendent will notify its CPD sworn officers providing Services of that fact.
13. The provisions of paragraphs 4,5,6,7,8,9, and 10 shall survive the termination of this Amended and Restated Agreement with respect to actions, claims, suits, or grievances that arose while this Amended and Restated Agreement was in effect.
14. Any notice required pursuant to the terms of this Amended and Restated Agreement shall be delivered to the respective parties at the following addresses:

If to the City: Office of the Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

With Copy to: Chicago Police Department
3510 South Michigan Ave
Chicago, Illinois 60602

Attention: General Counsel

If to the MPEA: Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616
Attention: General Counsel

15. This Amended and Restated Agreement is governed by Illinois law.
16. This Amended and Restated Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties. The 1996 Agreement is superceded and replaced in all particulars by this Amended and Restated Agreement.
17. This Amended and Restated Agreement is not intended and must not be construed as in any way making the City and the Authority co-partners or joint venturers or as representatives of each other for any purpose.
18. This Amended and Restated Agreement may be executed in separate counterparts, each of which shall constitute an original copy thereof, but all of which shall constitute but one and the same agreement.

[Signature page to follow.]

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

CITY OF CHICAGO
An Illinois municipal corporation

By: _____
Eddie T. Johnson
Superintendent of Police
Chicago Police Department

**METROPOLITAN PIER AND EXPOSITION
AUTHORITY**

By: _____
Lori T. Healey
Chief Executive Officer



City of Chicago



O2016-3931

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Public Building Commission regarding demolition of Old Malcolm X College and removal of underground storage tanks
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 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 an amendment to an intergovernmental agreement with the Public Building Commission regarding demolition and underground storage tank removal.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

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

WHEREAS, the Commission has previously agreed to undertake the demolition and environmental remediation of the old Malcolm X College Campus facilities (the "Project") generally located at 1900 West Van Buren Street, Chicago, Illinois (the "Site"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on December 19, 2015 (the "Ordinance"), on February 29, 2016, the City and the Commission entered into that certain Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago (Malcolm X Campus Project) (the "Agreement") for the Commission to undertake the Project on behalf of the City; and

WHEREAS, pursuant to the Agreement, the City wished to provide the Commission funds in an estimated amount of not to exceed \$10,000,000 (available pursuant to that certain Revolving Line of Credit Agreement dated September 24, 2015 among the City, JPMorgan Chase Bank, Bank of China and BMO Harris Bank) for the Project; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Commission and the City agreed upon an Undertaking Budget reflecting the total costs required for the Project; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of the State of Illinois and Section 12.1 of the Agreement, the City has determined that it is necessary, desirable and in the public interest to enter into an amendment to the Agreement in substantially the form attached hereto as Exhibit 1 (the "Amendment"), in order to increase the amount of funds available to the Commission for the Project to \$15,044,225.

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

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

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

Section 3. The 2FM Commissioner, the Budget Director and their respective designees, are each authorized to execute such additional documents, information, assurances and certifications and to take such additional actions in connection with the Project as may be necessary or required pursuant to the Amendment as contemplated therein.

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

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

EXHIBIT 1
AMENDMENT
(see attached)

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO
(MALCOLM X CAMPUS)

This First Amendment to Intergovernmental Agreement (the "Amendment"), dated as of _____, 2016 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Public Building Commission of Chicago, an Illinois municipal corporation, having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

RECITALS

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

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

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

WHEREAS, the Commission has previously agreed to undertake the demolition and environmental remediation of the old Malcolm X College Campus facilities (the "Project") generally located at 1900 West Van Buren Street, Chicago, Illinois (the "Site"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on December 19, 2015 (the "Ordinance"), on February 29, 2016, the City and the Commission entered into that certain Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago (Malcolm X Campus Project) (the "Agreement") for the Commission to undertake the Project on behalf of the City; and

WHEREAS, pursuant to the Agreement, the City wished to provide the Commission funds in an estimated amount of not to exceed \$10,000,000 (available pursuant to that certain Revolving Line of Credit Agreement dated September 24, 2015 among the City, JPMorgan Chase Bank, Bank of China and BMO Harris Bank) for the Project; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Commission and the City agreed upon an Undertaking Budget reflecting the total costs required for the Project ; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act of the State of Illinois and Section 12.1 of the Agreement, the City has determined that it is necessary, desirable and in the public interest to enter into this Amendment in order to increase the amount of funds available to the Commission for the Project to \$15,044,225.

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

SECTION I INCORPORATION OF RECITALS AND DEFINITIONS

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

SECTION II AMENDMENTS TO AGREEMENT

2.1. The amount of funds available to the Commission for the Project is hereby increased by \$5,044,225, from not to exceed \$10,000,000 to not to exceed \$15,044,225. The source of such funds continues to be those available pursuant to that certain Revolving Line of Credit Agreement dated September 24, 2015 among the City, JPMorgan Chase Bank, Bank of China and BMO Harris Bank.

2.2 Exhibit B to the Agreement is hereby deleted in its entirety and replaced with Amended Exhibit B attached hereto and hereby incorporated herein.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused this First Amendment to Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago regarding the Malcolm X Campus Project to be executed, all as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Fleet and Facility Management

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

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

Neal & Leroy, LLC

AMENDED EXHIBIT B
AMENDED PROJECT BUDGET
(MALCOLM X CAMPUS)

(See Attachment)

Revised Undertaking Budget

Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 206 • Chicago, Illinois 60602 • Tel: 312-44-3000 • Fax: 312-744-8545

User Agency: 2FM
Project: MXC Urban
Address: 1900 W Van Buren St. Chicago, IL 60612
Word / Aki: 27 / Walter B. Smith Jr.

Project Number: 04755
Date: 04/26/16
PM: Richard Schreyer
Funding Source(s): City of Chicago

Cost Codes	GL Code	Group Headings	Revised Undertaking Budget	Comments
I		Planning		
01 02	513103	Geotechnical Testing - Planning	\$0	
01 03	513119	Environmental Assessment - Planning	\$0	
01 04	513118	Design Architect - Planning	\$0	
01 07	513163	Site Survey / Traffic Studies / LEED Registration	\$0	
01 13	513186	Other Planning Costs	\$3,000	
		Sub-Total	\$3,000	
II		Land Acquisition & Site Control		
02 01	513200	Legal Fees - Acquisition	\$0	
02 06	522100	Land Acquisition	\$0	
02 07	522300	Relocation Costs	\$0	
02 09	524800	Abolishment Demo Fencing Signage & Property Management	\$5,376,224	
02 11	523700	Utility Service & Relocation Costs	\$30,000	
02 13	522150	Other Land Acquisition Costs	\$0	
		Sub-Total	\$5,406,224	
III		Environmental and Site Preparation		
03 01	513140	Environmental Testing / Consulting & Advt Geotech (after UT)	\$20,000	
03 16	523600	Environmental Remediation & Site Preparation	\$0	
03 08	523600	Site Prep Contingency	\$0	
03 05	523500	Site Prep Allowance	\$0	
03 13	523500	Other Environmental & Site Prep Costs	\$0	
		Sub-Total	\$20,000	
IV		Design		
04 01	521105	Design Architect Fees	\$0	
04 02	521100	AOR Basic Fees & Reimbursables	\$0	
04 10	513600	Commissioning Agent	\$0	
04 11	513700	Permitting Costs	\$3,000	
04 13	513900	Other Design Related Costs	\$0	
		Sub-Total	\$3,000	
V		Project Implementation		
05 01	513142	Project Management Costs	\$476,000	
05 04	518700	Pre-Bid Advertising & Document Reproduction	\$0	
05 06	518600	Community Outreach	\$0	
05 07	513104	Alternative Action Consulting	\$0	
05 09	511300	PBC Administration	\$382,000	
05 12	513207	Legal Fees - Project Implementation	\$60,000	
05 13	513700	Other Project Implementation Costs	\$75,000	
		Sub-Total	\$965,000	
VI		Construction		
06 01	513136	Testing and Inspection	\$50,000	
06 04	524300	General Construction	\$7,325,000	
06 05	524350	General Construction Allowances	\$0	
06 06	521100	General Construction Contract Contingency	\$0	
06 07	513105	IT Systems	\$0	
06 08	523000	FF&E - Furnishings	\$0	
06 09	519100	Public Artwork Program	\$0	
06 13	513700	Other Project Construction Costs	\$0	
		Sub-Total	\$7,375,000	
VII		Contingency		
07 01	521000	Project Contingency	\$1,227,000	
		Sub-Total	\$1,227,000	
		TOTAL PBC BUDGET	\$15,044,225	
IX		User Agency Budget		
09 02	N/A	IT Costs for IT, Computer Systems, Telecom	\$0	
09 03	N/A	Capital Art (Art that will be provided by the User Agency)	\$0	
09 05	N/A	Furniture, Furniture and Equipment (F&E)	\$0	
09 08	N/A	Miscellaneous	\$0	
		TOTAL USER AGENCY BUDGET	\$0	
		TOTAL PROJECT BUDGET	\$15,044,225	



City of Chicago



O2016-3998

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for rehabilitation of Orozco Academy of Fine Arts and Sciences and related facility improvements
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 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 regarding TIF assistance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and 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 Orozco Academy of Fine Arts and Sciences (the "School") located at 1940 West 18th Street, Chicago, Illinois 60608 (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 February 5, 1998 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 61204 to 61411), as amended by ordinances adopted by the City Council on July 30, 2014 (published at pages 84889 through 84892 of the Journal for said date): approving and adopting a tax increment financing redevelopment project and plan for the Western/Ogden Redevelopment Project Area; designating the Western/Ogden Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Western/Ogden Redevelopment Project Area (the aforesaid Ordinances are collectively referred to herein as the "Western/Ogden TIF Ordinances", the redevelopment plan approved by the Western/Ogden TIF Ordinances is referred to herein as the "Western/Ogden Redevelopment Plan" and the redevelopment project area created by the Western/Ogden TIF Ordinances, as amended, is referred to herein as the "Western/Ogden Redevelopment Area"); and

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

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

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

WHEREAS, the City desires to allocate and use a portion of the Western/Ogden Increment in an amount not to exceed \$500,000 (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 Western/Ogden 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

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 OROZCO ACADEMY OF FINE ARTS AND SCIENCES

This Intergovernmental Agreement regarding Orozco Academy of Fine Arts and Sciences School (this "Agreement") is made and entered into as of the _____ day of _____, 2016 (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 Orozco Academy of Fine Arts and Sciences (the "School") located at 1940 West 18th Street, Chicago, Illinois 60608 (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 February 5, 1998 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 61204 to 61411), as amended by ordinances adopted by the City Council on July 30, 2014 (published at pages 84889 through 84892 of the Journal for said date): approving and adopting a tax increment financing redevelopment project and plan for the Western/Ogden Redevelopment Project Area; designating the Western/Ogden Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the Western/Ogden Redevelopment Project Area (the aforesaid Ordinances are collectively referred to herein as the "Western/Ogden TIF Ordinances", the redevelopment plan approved by the Western/Ogden TIF Ordinances is referred to herein as the "Western/Ogden Redevelopment Plan" and the redevelopment project area created by the Western/Ogden TIF Ordinances, as amended, is referred to herein as the "Western/Ogden Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Western/Ogden

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

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

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

WHEREAS, the City desires to allocate and use a portion of the Western/Ogden Increment in an amount not to exceed \$500,000 (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 Western/Ogden 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) The Board's right to receive payments hereunder shall be subordinate to all prior obligations of the City to be paid from Western/Ogden Increment.

(ii) The City, subject to the terms of this subsection 1(e)(ii), 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 Western/Ogden 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 Western/Ogden Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Western/Ogden 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 Western/Ogden 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 \$1,500,000. 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 Western/Ogden 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 Western/Ogden 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 Western/Ogden Redevelopment Area is no longer in effect (through and including February 5, 2021).

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, 2nd Floor
Chicago, Illinois 60602

and

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

Notice to the City shall be addressed to:

Commissioner
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 _____. 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
Email:

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
FEATURES OF THE FACILITY

OROZCO ACADEMY SPACE TO GROW PROJECT

The project will provide playgrounds, artificial turf, outdoor classrooms, walkways, native planting, gardens, fencing, lighting, site furnishings, drainage, utility upgrades, and enhanced accessibility.

The project work consists of selective demolition, site excavation, backfill, and grading; site paving, both permeable and non-permeable; artificial turf and athletic track; storm drainage and retention systems; playground equipment and site furnishings; landscaping and fencing; and site lighting modifications.

The improvements will provide Orozco Academy with schoolyards that provide students, their families and the broader community with the opportunity for active play, space for physical education classes, opportunities for outdoor learning, gardening and environmental literacy, and engagement with art. These green schoolyards also provide much-needed green space in otherwise heavily urbanized neighborhoods and contribute to a reduction in storm water runoff across the city.

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

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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 Orozco Academy of Fine Arts and Sciences 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: _____

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

Name: _____
Title: _____

AGREEMENT EXHIBIT F
[intentionally omitted]

AGREEMENT EXHIBIT G
PROJECT BUDGET

Project Budget
Orozco Campus Park
2016-31281-NCP

Task	Project Estimate
Design	\$110,000
Construction	\$1,100,000
Environ Remediation	\$80,000
Administration	\$100,000
FF&E	\$0
Contingencies	<u>\$110,000</u>
Total	\$1,500,000

AGREEMENT EXHIBIT H
PROJECT TIF-FUNDED IMPROVEMENTS

Project TIF-Funded Improvements
Orozco Campus Park
2016-31281-NCP

Task	Project Estimate
Design	\$110,000
Construction	\$1,100,000
Environ Remediation	\$80,000
Administration	\$100,000
FF&E	\$0
Contingencies	<u>\$110,000</u>
Total	\$1,500,000



City of Chicago



O2016-4004

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for provision of Tax Increment Financing (TIF) assistance for improvements to Park 526 at 6000 N Lincoln Ave
Committee(s) Assignment:	Committee on Finance

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 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 Chicago Park District regarding TIF assistance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

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

WHEREAS, the Park District has proposed to make certain improvements to Park 526, on the premises which is commonly known as 6000 N. Lincoln Avenue (the "Project") and legally described in Exhibit A (the "Property"); and

WHEREAS, Park 526 is owned by the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD") and is leased by the Park District for park use; and

WHEREAS, the Park District intends to expand its existing lease with MWRD in order to facilitate the Project; and

WHEREAS, the Property lies wholly within the boundaries of the Lincoln Avenue Redevelopment Area (as hereinafter defined); and

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on November 3, 1999 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 13229 to 13333, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Lincoln Avenue Redevelopment Project Area" (the "Lincoln Avenue Redevelopment Area"); (ii) designated the Lincoln Avenue Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Lincoln Avenue Redevelopment Area, with the Plan being amended on May 17, 2000 and published in the Journal of Proceedings for said date at pages 31902 to 31998; and

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

WHEREAS, the City's Department of Planning and Development ("DPD") desires to make available to the Park District a portion of the City Increment in an amount not to exceed \$600,051 for the purpose of funding the Project (the "TIF-Funded Improvements") in the Lincoln

Avenue Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

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

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

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

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

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the Chief Financial Officer, the Commissioner of DPD is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 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 other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

PARCEL D:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE 845.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST 272.88 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 34 SECONDS EAST, 156.33 FEET; THENCE SOUTH 06 DEGREES 52 MINUTES 27 SECONDS EAST, 252.73 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 29 SECONDS WEST, 145.00 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 2; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 2, 597.00 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 26 SECONDS EAST, 33.0 FEET TO A POINT ON THE SOUTH LINE OF DEVON AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 40 MINUTES 26 SECONDS EAST 212.55 FEET; THENCE SOUTH 05 DEGREES 40 MINUTES 26 SECONDS EAST 355.32 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST 69.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 364.64 FEET TO THE EASTERLY LINE OF MCCORMICK BOULEVARD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD SAID LINE BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 550.51 FEET, 187.56 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD, 21.50 FEET TO THE SOUTH LINE OF DEVON AVENUE; THENCE NORTH 88 DEGREES 19 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF DEVON AVENUE, 50.00 FEET TO THE POINT OF BEGINNING, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 13-02-220-055 (portion)

Common Address: 6000 N. Lincoln Avenue, Chicago, Illinois

EXHIBIT B

AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT**

PARK 526

This Intergovernmental Agreement (this "Agreement") is made this _____ day of _____, 2016 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City", an Illinois municipal corporation, by and through its Department of Planning Development ("DPD"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds expended for the improvements to be made at Park 526, (the "Park") commonly known as 6000 N. Lincoln Avenue in Chicago, Illinois, and legally described in Exhibit A (the "Property"). The Park District has proposed to further improve and expand the Park, such improvement being hereinafter referred to as the "Project."

D. The Park District intends to expand an existing lease with the Metropolitan Water Reclamation District for the Property which lies wholly within the boundaries of the Lincoln Avenue Redevelopment Area (as hereinafter defined).

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

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on November 3, 1999, and published in the Journal (the "Journal") of the Proceedings of the City Council for said date at pages 13229 through 13333, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the Lincoln Avenue Redevelopment Project Area" (the "Lincoln Avenue Redevelopment Area"); (ii) designated the Lincoln Avenue Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Lincoln Avenue Redevelopment Area, with the Plan being amended on May 17, 2000 and published in the Journal of Proceedings for said date at pages

31902 to 31998.

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

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

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or adjacent to, the boundaries of the Lincoln Avenue Redevelopment Area.

J. DPD desires to make available to the Park District a portion of the Lincoln Avenue Increment in an amount not to exceed \$600,051 (the "TIF Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

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

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

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

N. On January 13, 2016, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept TIF Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than 24 months from the Closing Date, or later as the Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

2.2. The City shall establish a special account within the Lincoln Avenue Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "**Park 526 Account**." Disbursement of TIF Assistance funds will be subject to the availability of Lincoln Avenue Increment in the Park 526 Account, subject to all restrictions on and obligations of the City contained in the ordinances cited in Recital F above or relating to the Lincoln Avenue Increment and all agreements and other documents entered into by the City pursuant thereto.

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

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

2.3.2. [Intentionally Omitted – relating to title imperfections]; and

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

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

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

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

2.6. The current estimated cost of the entire Project is \$600,051. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will reimburse the Park District with the TIF Assistance for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point learns upon reasonable duty of inquiry that it does not have sufficient funds to complete the Project, the Park District shall so notify the City immediately in writing and cease all work on the Project until the City and the Park District agree on how to proceed; the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed to by the City prior to the restart of any work in order to complete the Revised Project with the approved funds or TIF Assistance. The City has the right, at its election, to withhold and refuse all reimbursement in the event that the Park District fails to so notify the City and/or the Park District and the City fail to reach agreement on a Revised Project as described above.

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

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

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

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire 36 months after the Closing Date, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the TIF Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$600,051 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

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

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

SECTION 5. INSURANCE.

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

- (a) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
- (b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- (c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance

with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

- (d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.
- (e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

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

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

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

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

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the required coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

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

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 48 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

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

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

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

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

To the City: City of Chicago
Department of Planning
and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271(Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and
Economic Development Division
City Hall, Room 600
121 N. LaSalle Street

Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

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

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

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

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

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

For the City: Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 905
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Heather Gleason
Chicago Park District
Director of Planning & Development,
541 North Fairbanks
Chicago, Illinois 60611

(312) 742-4685
(312) 742-5328 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

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

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

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

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

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

By: _____
David L. Reifman
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Legal Description

PARCEL D:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE 845.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST 272.88 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 34 SECONDS EAST, 156.33 FEET; THENCE SOUTH 06 DEGREES 52 MINUTES 27 SECONDS EAST, 252.73 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 29 SECONDS WEST, 145.00 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 2; COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 2, 597.00 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 26 SECONDS EAST, 33.0 FEET TO A POINT ON THE SOUTH LINE OF DEVON AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 40 MINUTES 26 SECONDS EAST 212.55 FEET; THENCE SOUTH 05 DEGREES 40 MINUTES 26 SECONDS EAST 355.32 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST 69.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 364.64 FEET TO THE EASTERLY LINE OF MCCORMICK BOULEVARD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD SAID LINE BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 550.51 FEET, 187.56 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD, 21.50 FEET TO THE SOUTH LINE OF DEVON AVENUE; THENCE NORTH 88 DEGREES 19 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF DEVON AVENUE, 50.00 FEET TO THE POINT OF BEGINNING, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 13-02-220-055 (portion)

Common Address: 6000 N. Lincoln Avenue, Chicago, Illinois

EXHIBIT B

Project Description

The Project includes improving existing park space with walking paths to connect the river walk to the south, new landscaping, and incorporate fitness stations.

EXHIBIT C

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

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

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

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

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

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

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

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

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

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

EXHIBIT D

Project Budget TIF-Funded Improvements

The total cost of the project is \$600,051. In no event, however, shall funding from the Lincoln Avenue TIF Fund exceed \$600,051.

Park 526

Sources Budget:

City of Chicago (Lincoln Avenue TIF)	\$600,051
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Total Sources	\$600,051
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Uses Budget:

Removal of 6" soil	\$33,320
Site utilities	\$20,000
Site preparation and landscaping	\$305,264
Paving and fencing	\$106,190
Site features	\$78,000
Design/engineering	<u>\$57,277</u>

Total:	\$600,051
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The Commissioner may approve changes to this preliminary budget.



City of Chicago



O2016-4195

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with The Board of Trustees of the University of Illinois for use of clinical office space at Uptown Neighborhood Health Clinic at 845 West Wilson Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 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 ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "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 Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute an Intergovernmental Lease Agreement with The Board of Trustees of the University of Illinois, as Tenant, for occupancy of 1,500 square feet of clinical office space, located at the Uptown Neighborhood Health Clinic at 845 West Wilson Avenue, to be used as a health clinic; such Intergovernmental Lease Agreement to be approved by the Commissioner of the Department of Public Health and as to form and legality by the Corporation Counsel in substantially the following form:

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective on the _____ day of _____, 2016, ("Commencement Date") by and between the **CITY OF CHICAGO**, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "**Landlord**" or "**City**") and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body corporate and politic of the State of Illinois (hereinafter referred to as "**Tenant**" or "**University**").

RECITALS

WHEREAS, the City is the owner of the real property commonly known as 845 West Wilson Avenue, Chicago, Cook County, Illinois, which is improved with a building ("Building") used as the Uptown Neighborhood Health Clinic; and

WHEREAS, the University wishes to provide HIV primary care services at the Uptown Neighborhood Health Clinic as a delegate agency on behalf of the City's Department of Public Health and the City has an interest in the University operating the clinic; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 1,500 square feet of clinical and general medical and administrative office space on the second floor of the Building.

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

SECTION 1. GRANT

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

Approximately 1,500 square feet of clinical space on the second floor of the Building, located on that certain parcel of real estate more commonly known as 845 West Wilson Avenue, Chicago, Illinois, PINs 14-17-221-001 through -004, -013 through -015, and -034 (the "**Premises**"), as further depicted on **Exhibit A** attached hereto.

SECTION 2. TERM

2.1 Term. The term of this IGA (the "**Term**") shall begin on the Commencement Date and shall end on December 31, 2022, unless sooner terminated as set forth in this IGA.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) for the entire Term, with the receipt and sufficiency of said sum hereby acknowledged by both parties. The term "Rent" as used herein means the base rent of \$1.00 plus all other payments due under this IGA of any kind or nature.

3.2 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises, if and only to the extent required by applicable law. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this IGA. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises based upon University's status as a public body corporate and politic of the State of Illinois or any other exemption, claim or defense. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this IGA. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this IGA.

3.3 Operating Costs. Tenant shall reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.3.a below beginning on the Commencement Date as reimbursement for Landlord's costs to operate the Building and the Premises.

a. Calculation of Operating Costs. Tenant shall pay for Operating Costs (as hereinafter defined) incurred by Landlord with regards to Tenant's "Proportionate Use" of the Building. This Proportionate Use shall be based on the square footage leased by Tenant divided by the Building's total square footage. The Building's total square footage is approximately 38,123 square feet and Tenant's leasehold is approximately 1,500 square feet, which comprises 3.93% of the Building's total square footage. "Operating Costs" shall be based on Tenant's 3.93% Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) security services for the Building (not the Premises), (iii) landscaping and snow removal, (iv) common area maintenance and maintenance of the building envelope, roof, and structural components, (v) maintenance of electrical, plumbing, and HVAC systems, and (vi) Tenant's allocable share of other costs incurred by Landlord in operating and maintaining the Building (excluding (a) any capital repairs or improvements that may be required, (b) repairs required by casualty, or (c) costs that are specific and isolated to other tenants' space within the Building). Tenant shall separately contract for custodial services and other communication services at the Premises. For 2016, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$306.94 per month (subject to

subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2016 and/or subsequent years).

b. Reimbursement Procedure. Each calendar year and as soon as Landlord can secure data for the prior year's operating costs, Landlord shall provide Tenant with the estimate the annual estimated Operating Costs for such year. Tenant shall pay to Landlord, one-twelfth (1/12) of such amount in equal monthly installments, on the first day of each month during such year following billing by Landlord. Once full data becomes available, Landlord shall provide Tenant with the actual Operating Costs for the previous year and a statement with reasonable supporting documentation as to whether Tenant has underpaid or overpaid said Operating Costs. In the event Tenant's payments during the previous calendar year are less than the actual Operating Costs due from Tenant, such underpayment shall be included in Tenant's subsequent monthly installment(s) of Operating Costs spread out for the remainder of the year, or, if said underpayment shall have been made in the last year of the Term, Tenant shall refund said underpayment to Landlord within thirty (30) days. If Tenant's installments during the previous calendar year are more than the actual Operating Costs due from Tenant, Landlord shall credit said amount against Tenant's subsequent monthly installment(s) of Operating Costs for the remainder of the year, or, if said overpayment shall have been made in the last year of the Term, Landlord shall refund said overpayment to Tenant within thirty (30) days.

Operating Costs shall be paid to Landlord at the Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as Landlord may from time to time, hereby designate in writing to Tenant. Landlord shall invoice Tenant for such Operating Costs on a monthly basis. In the event that Tenant does not receive such invoice from Landlord, Tenant shall contact Landlord. Landlord's failure to invoice Tenant for Operating Costs or other expenses does not constitute a waiver of any such charges.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the Rent or any amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment or to pursue any other remedies available to Landlord.

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

4.1 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements, and conditions of

this IGA on its part to be kept, observed, and performed, shall lawfully occupy and enjoy the Premises (subject to the provisions of this IGA) during the Term without hindrance or molestation by Landlord.

4.3 Tenant's Duty to Maintain Premises. Tenant shall, at Tenant's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. If Tenant shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied within fifteen (15) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will, within thirty (30) business days of demand, reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this IGA by providing the Tenant with written notice thereof. 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 and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

4.4 Maintenance of the Building. Landlord shall take reasonable and reasonably prompt efforts to maintain the Building and all of its structural elements and mechanical systems (including the Building envelope, roof, HVAC, plumbing, and electrical systems) in condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Tenant shall notify Landlord regarding any issues with maintenance of the Building.

4.5 Use of the Premises. Tenant shall use the Premises only as an HIV clinic. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively – the “Laws”) which may be applicable to the Premises or to the use or manner of use of the Premises. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises.

4.6 Alterations, Additions and Improvements. Tenant may not make alterations, additions, or improvements to the Premises without the prior written approval of the Commissioner of the Department of Fleet and Facility Management. All alterations, additions, and improvements shall be in full compliance with the applicable Laws. Landlord shall not be obligated to pay for any alterations, additions, or improvements to the Premises.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this IGA in whole or in part, or sublet or license the Premises or any part thereof, without Landlord's prior written consent.

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord shall become immediately due and payable by Tenant, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INSURANCE AND LIABILITY

6.1 Self-Insurance. Tenant shall secure insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. Tenant shall procure and maintain at all times, at Tenant's own expense, or cause to be maintained at the expense of service providers, as applicable, at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the IGA. The kind and amounts of insurance required are as follows:

(a) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this IGA, and Employer's Liability Insurance with limits of not less than \$500,000 each accident, illness or disease.

(b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than \$3,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as a contracting party under the University's self-insurance program for purposes of this Section 6.2 only. The contracting party coverage shall not have any language under the policy such as, but not limited to, Tenant's sole negligence or the contracting party's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the IGA, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(d) Medical Professional Liability. Medical Professional Liability coverage with limits of not less than \$5,000,000 including prior acts coverage, such instances covering Tenant against any claim made against Tenant arising out of a medical incident involving the rendering of or a failure to render professional services, whether caused by an error, omission or act of the Tenant, of any person employed or contracted by Tenant for whose actions or omissions Tenant is legally liable. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of work. Upon City's request, Tenant shall provide City with copies of the professional licenses and/or certificates for each of the professionals performing services in the Premises.

Landlord shall not be responsible for any loss or damage personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Tenant.

6.3 Other Terms of Insurance. Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this IGA, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant shall submit evidence of insurance prior to execution of the IGA. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this IGA have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the IGA. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Non-conforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the IGA and the Landlord retains the right to terminate or suspend the IGA until proper evidence of insurance is provided.

The Tenant shall provide for 30 days prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

Tenant hereby agrees that its insurers, and/or Tenant's self-insurance program, shall waive any right of subrogation which any insurer of Tenant may acquire against the Landlord by virtue of the payment of any loss under the insurance. Upon request by Landlord, Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified in this IGA or by law.

Tenant expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the Landlord shall not contribute with insurance provided by Tenant.

The required insurance coverages and limits to be carried shall not be reduced by any limitations expressed in this IGA.

If Tenant maintains higher limits than the minimums shown above, Landlord shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord to the extent of Landlord's loss.

The Tenant must require all contractors or subcontractors to provide the insurance required herein, or Tenant may provide the coverages for contractors or subcontractors. All contractors and subcontractors are subject to the same insurance requirements of Tenant unless otherwise specified in this IGA. Tenant must ensure that Landlord is an additional insured on an Endorsement CG-2010 of the insurance required from contractors and subcontractors.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of IGA.

6.4 Liability. It is understood and agreed that neither party to this IGA shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this IGA shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties. Tenant shall be responsible for all loss or damage to business property (including but not limited to materials, equipment, tools and supplies), owned or rented, by Tenant.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

7.2 Duty to Comply with Governmental Ethics Ordinance. Landlord and Tenant 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 City of Chicago contract as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City.

SECTION 8. ADDITIONAL RESPONSIBILITIES OF TENANT

8.1 Custodial Services. Tenant shall provide and pay for custodial services and shall be responsible for keeping the Premises clean and free of debris. Tenant shall provide and pay for any exterminator service whenever such services are reasonably necessary.

8.2 Scavenger/Dumpster Services. Tenant shall provide and pay for scavenger/dumpster services for the Premises.

8.3 Security. Tenant is responsible for properly securing the Premises during the Term.

8.4 Maintenance of Premises. Tenant shall maintain the interior of the Premises, including fixtures located within the Premises, such as sinks, toilets, and light fixtures.

8.5 Fire Protection. Tenant shall provide and maintain smoke detectors, carbon monoxide detectors, and fire extinguishers in the Premises at all times as required by applicable Laws.

8.6 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, unless approved as part of an alteration, addition, or improvement under this IGA. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, contractors or clients where Tenant's clients are in the Premises and/or Building to receive services provided by the Tenant.

8.7 Hazardous Substances. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises, except those routinely found in a medical clinic. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. Tenant shall dispose of all medical wastes at Tenant's cost and in accordance with any applicable Laws. As used in this IGA, the term "Hazardous Substances" shall mean any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws (as defined hereunder), or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold. "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the regulation and protection of human health, safety, the environment, natural resources or to any Hazardous Substances, including without limitation, any Laws requiring the filing of reports and notices relating to Hazardous Substances.

8.8 Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a material breach of the terms of this IGA. Tenant understands that this IGA shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

8.9 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's employees, clients, invitees, contractors, and any other person entering the Premises.

8.10 Condition at Termination. Upon the termination of this IGA, Tenant shall surrender the Premises to the Landlord in the same or better condition to the condition of the Premises at the beginning of Tenant's occupancy of the Premises. Tenant shall remove all equipment and/or materials placed on the Premises by Tenant or anyone acting by or under Tenant, and Tenant shall replace the door locks to the Premises. Said removal and lock replacement shall be without cost to Landlord.

8.11 No Alcoholic Beverages. Tenant agrees that alcoholic beverages shall not be sold, given away, or consumed on the Premises.

8.12 Illegal Activity. Tenant shall not perform or permit any practice that is illegal or injurious to the Premises or unreasonably disturbs other tenants.

8.13 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry,

immigration status, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises.

SECTION 9. MISCELLANEOUS

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

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

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

University of Illinois
Office of University Counsel
405 Administrative Office Building
1737 W. Polk Street
Chicago, IL 60612

With copy to: University of Illinois
Real Estate Planning Services
Office of Business and Financial Services
809 S. Marshfield Ave (MC078)
Chicago, IL 60612

and to Tenant at the Premises, or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, 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 IGA shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this IGA shall not be affected thereby, but each covenant, condition, provision, term or agreement of this IGA shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law. This IGA shall be construed and be enforceable in accordance with the laws of the State of Illinois. Notwithstanding anything to the contrary contained in this IGA, University shall not be deemed to have waived University's sovereign immunity under the laws and Constitution of the State of Illinois for any purpose whatsoever, and University hereby expressly reserves all rights and defenses afforded and available to it as a public body, corporate and politic, of the State.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this IGA. This IGA 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 IGA 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 IGA nor in any way affect this IGA.

9.6 Binding Effect of IGA. The covenants, agreements, and obligations contained in this IGA shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns, and is subject to no contingencies or conditions except as specifically provided herein.

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

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this IGA shall be deemed or construed by the parties hereto nor 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 IGA. The parties executing this IGA hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

9.10 Termination of IGA. At any time one (1) year after the Commencement Date, and subject to Section 9.14, Landlord and Tenant shall have the right to terminate this IGA for convenience without penalty by providing Tenant with ninety (90) days prior written notice.

9.11 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month beginning on January 1, 2023 and the Rent shall be at the same rate as set forth in Section 3.1 of this IGA. During such holding over all other provisions of this IGA shall remain in full force and effect.

9.12 Damage or Destruction. If the Premises and/or Building are damaged or destroyed or a casualty to such extent that University cannot continue, occupy or conduct its normal

business therein, or if, in University or City's opinion, the Premises and/or Building are rendered unusable, either City or University shall have the option to declare this IGA terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, University shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. City shall repay to University any prepaid Operating Costs.

9.13 Force Majeure. When a period of time is provided in this IGA 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 any such event the time period shall be extended for the amount of time the party is so delayed.

9.14 Tenant Default. Tenant must adhere to all provisions of this IGA. Failure of Tenant to adhere to all provisions of this IGA will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within ten (10) business days. If Tenant does not cure such default within ten (10) business days, Landlord may cancel this IGA with five (5) days written notice.

9.15 No Brokers. The Department of Fleet and Facility Management, Office of Real Estate Management, does not use brokers, tenant representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this IGA, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this IGA. Under no circumstances shall Tenant make any payments due hereunder to any broker(s).

9.16 Access to Parking Lot. Tenant shall have non-exclusive access to the parking lot of the Building on a first-come first-served basis. Such use of the parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot.

9.17 Amendments. From time to time, the parties hereto may amend this IGA without City Council approval with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this IGA, including, but not limited to, amendments to permit the expansion of Tenant's Premises and billing responsibility for telephone service if provided by the City. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve, in the sole opinion of the Landlord, 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 Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this IGA and all other provisions of this IGA shall otherwise remain in full force and effect.

9.18 Compliance with Law; No Required Referrals. Each party expressly acknowledges that the compensation to be paid pursuant to this IGA has been paid, and that any changes to this IGA, will be the result of arms' length negotiations between the parties, and that the compensation in this IGA has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties (or any individuals or entities related to the parties). Neither party to this IGA, nor any of their respective affiliates, employees, or agents shall be required to make any referrals to the other in connection with this IGA. The parties shall and intend to comply with all applicable laws including but not limited to 42 C.F.R. §1001.952(w).

9.19 Availability of Funds. This IGA is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly, the Board of Trustees of the University of Illinois, or Federal funding source fails to make an adequate appropriation to make payments under the terms of this IGA.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this IGA as of the date first written above.

LANDLORD:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF PUBLIC HEALTH

By: _____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,
A body corporate and politic of the State of Illinois

By: _____

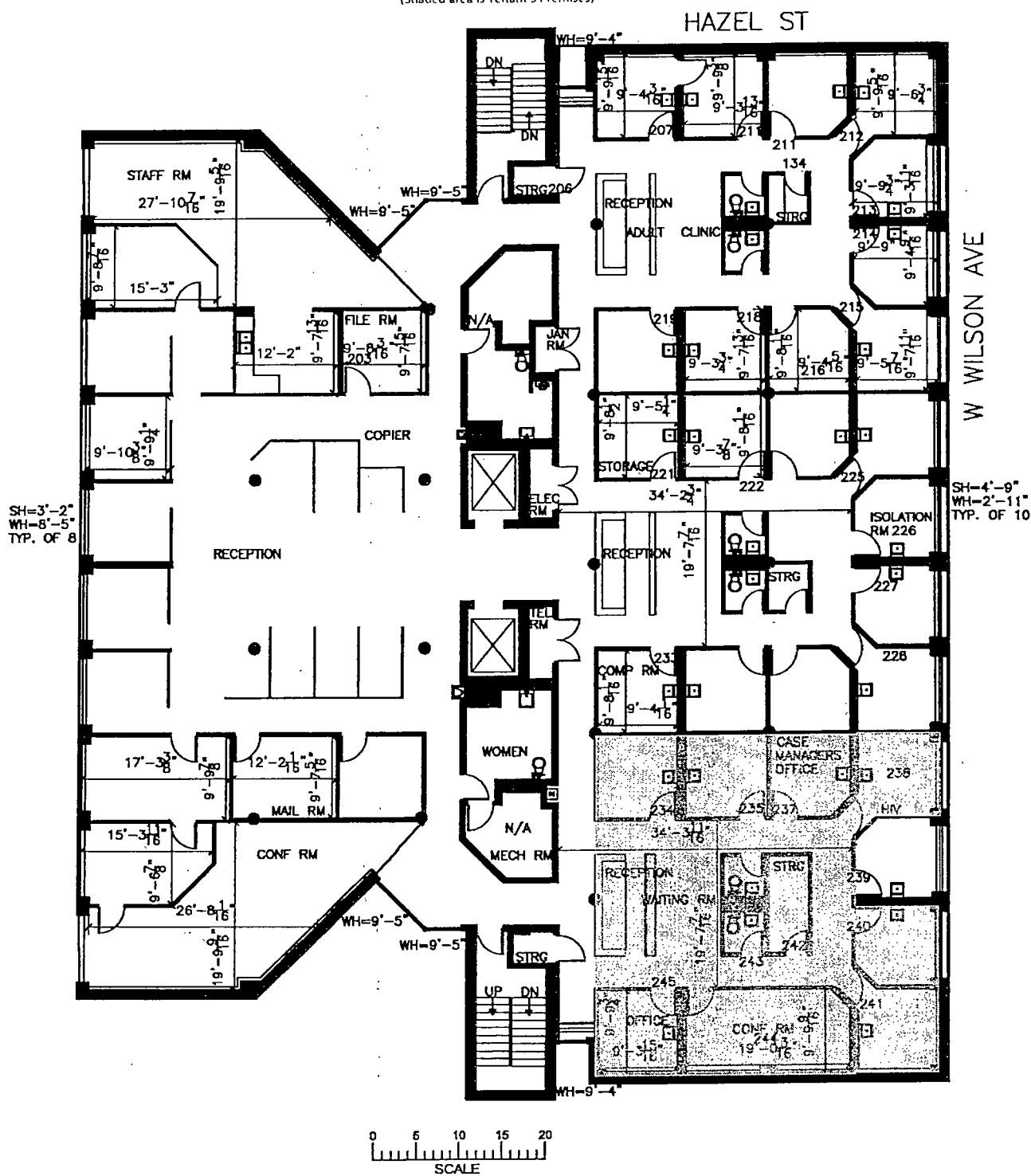
Print Name: _____

Title: _____

EXHIBIT A

PREMISES

845 W. Wilson Ave., 2nd Floor
(Shaded area is Tenant's Premises)



845 W. Wilson Ave.
Lease No. 20335

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



City of Chicago



A2016-45

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Erin S. Keane as City Comptroller
Committee(s) Assignment:	Committee on Finance



FIN.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Erin S. Keane as City Comptroller.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2016-46

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Ryan M. Dunigan as member of Chicago Commission on Human Relations
Committee(s) Assignment:	Committee on Human Relations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Ryan M. Dunigan as a member of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2017, to complete the unexpired term of Curtis J. Tarver II, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel". The signature is fluid and cursive, with the first name "Rahm" and last name "Emanuel" clearly distinguishable.

Mayor



City of Chicago



A2016-47

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Nancy C. Andrade as member of Board of Ethics
Committee(s) Assignment:	Committee on Committees, Rules and Ethics



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Nancy C. Andrade as a member of the Board of Ethics for a term effective immediately and expiring July 31, 2017, to complete the unexpired term of Julia M. Nowicki, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-48

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Eva-Dina Delgado as member of Police Board
Committee(s) Assignment:	Committee on Public Safety



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Eva-Dina Delgado as a member of the Police Board for a term effective immediately and expiring August 10, 2017, to complete the unexpired term of Claudia B. Valenzuela, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-49

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Terese L. McDonald as member of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Terese L. McDonald as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2018, to complete the unexpired term of Lisa S. Santos, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-50

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Charles J. Stewart as member of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Charles J. Stewart 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 Kevin P. Vaughan, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-51

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Steven E Tobiason as member of Special Service Area No. 29-2014, West Town Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed Steven E. Tobiason as a member of Special Service Area No. 29-2014, the West Town Commission for a term effective immediately and expiring January 21, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-54

Office of the City Clerk Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of David T. Whittle as member of Public Building Commission
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

CON.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have appointed David T. Whittle as a member of the Public Building Commission for a term effective immediately and expiring September 30, 2019, to complete the unexpired term of Albert D. Tyson, III, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

Mayor



City of Chicago



A2016-55

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Albert D. Tyson III as member of Plan Commission
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

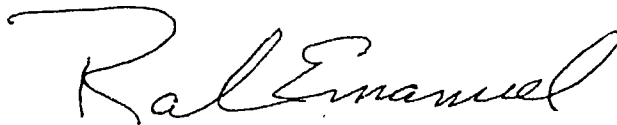
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Albert D. Tyson, III as a member of the Plan Commission for a term effective immediately and expiring January 25, 2018, to complete the unexpired term of John R. Bryant, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

Mayor



City of Chicago



R2016-322

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

5/18/2016

Sponsor(s):

Emanuel (Mayor)
Reboyas (30)
Taliaferro (29)
Burnett (27)
Maldonado (26)
Villegas (36)
Austin (34)
Beale (9)
Ervin (28)
Mell (33)
Waguespack (32)
Santiago (31)
Hopkins (2)
Cochran (20)
Dowell (3)
Zalewski (23)
Scott, Jr. (24)
Solis (25)
Mitts (37)
Ramirez-Rosa (35)
Burke (14)
Mitchell (7)
Thompson (11)
Sadlowski Garza (10)
Foulkes (16)
Moore (17)
Hairston (5)
Brookins (21)
Sawyer (6)
Moore (49)
Pawar (47)
Arena (45)
Munoz (22)
Tunney (44)
Laurino (39)
Osterman (48)
Smith (43)
Reilly (42)
Napolitano (41)
O'Connor (40)
Lopez (15)
Curtis (18)

Harris (8)
Cardenas (12)
Resolution

Type:

Title:

Initiation of public question for submission to Chicago voters in referendum at November 28, 2016 municipal general election whether State of Illinois should strengthen penalties for illegal trafficking of firearms and require background checks for gun dealers and their employees

Committee(s) Assignment:

Committee on Committees, Rules and Ethics



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

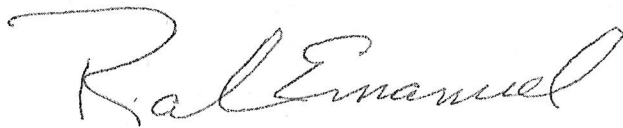
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith, together with various aldermen, a resolution regarding a referendum question concerning illegal trafficking of firearms and background checks.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

Mayor

RESOLUTION

WHEREAS, Pursuant the Illinois Election Code, 10 ILCS 5/28-1, et seq., and the Illinois Municipal Code, 65 ILCS 5/1-1-8, the corporate authorities of a municipality have the authority to submit a public question to the electors of the municipality by means of a referendum; and

WHEREAS, The City Council hereby intends to submit to the residents of the City of Chicago a public question of city-wide significance; and

WHEREAS, The City Council believes it is in the best interest of the residents of Chicago to move expeditiously as possible to submit this proposition to the voters at the next regularly scheduled municipal general election to be held on November 8, 2016; now, therefore,

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

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

Section 2. The City Council of the City of Chicago does hereby initiate and authorize the following public question to be submitted to the voters of the entire City of Chicago at the regularly scheduled municipal general election on November 8, 2016:

Should the State of Illinois strengthen penalties for the illegal trafficking of firearms and require background checks for gun dealers and their employees?

☐ Yes

☐ No

Section 3. The City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code,

Section 4. This resolution shall be in full force and effect upon its passage.

RESOLUTION

WHEREAS, Pursuant the Illinois Election Code, 10 ILCS 5/28-1, et seq., and the Illinois Municipal Code, 65 ILCS 5/1-1-8, the corporate authorities of a municipality have the authority to submit a public question to the electors of the municipality by means of a referendum; and

WHEREAS, The City Council hereby intends to submit to the residents of the City of Chicago a public question of city-wide significance; and

WHEREAS, The City Council believes it is in the best interest of the residents of Chicago to move expeditiously as possible to submit this proposition to the voters at the next regularly scheduled municipal general election to be held on November 8, 2016; now, therefore,

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

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

Section 2. The City Council of the City of Chicago does hereby initiate and authorize the following public question to be submitted to the voters of the entire City of Chicago at the regularly scheduled municipal general election on November 8, 2016:

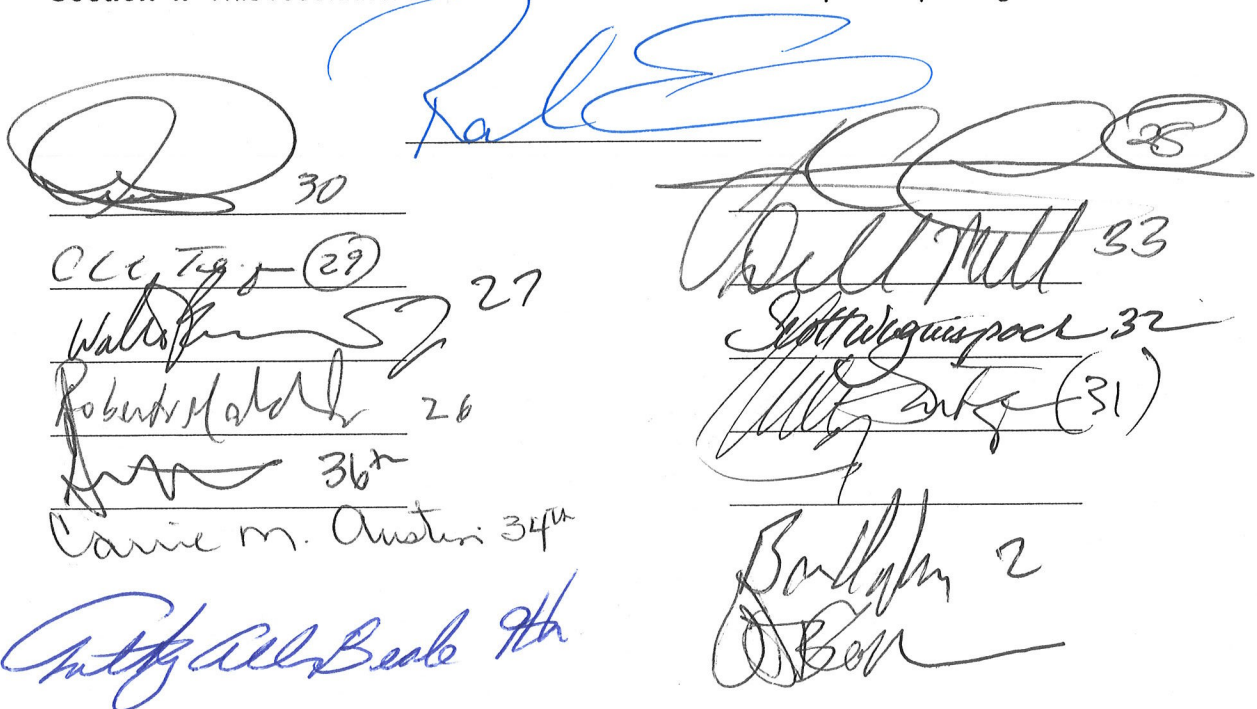
Should the State of Illinois strengthen penalties for the illegal trafficking of firearms and require background checks for gun dealers and their employees?

☐ Yes

☐ No

Section 3. The City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code,

Section 4. This resolution shall be in full force and effect upon its passage.


The bottom section of the document contains handwritten signatures of City Council members, each followed by a circled number. On the left side, the signatures and numbers are: 30, 29, 27, 26, 36, 34, and 9th. On the right side, the signatures and numbers are: 33, 32, 31, 2, and 1. A large blue signature is also present at the top left of this section.

Pat Dowell 31c

Myrtle 23

Myrtle 24

Myrtle 37

Myrtle 35

Myrtle 37

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RESOLUTION

WHEREAS, Pursuant the Illinois Election Code, 10 ILCS 5/28-1, et seq., and the Illinois Municipal Code, 65 ILCS 5/1-1-8, the corporate authorities of a municipality have the authority to submit a public question to the electors of the municipality by means of a referendum; and

WHEREAS, The City Council hereby intends to submit to the residents of the City of Chicago a public question of city-wide significance; and

WHEREAS, The City Council believes it is in the best interest of the residents of Chicago to move expeditiously as possible to submit this proposition to the voters at the next regularly scheduled municipal general election to be held on November 8, 2016; now, therefore,

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

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

Section 2. The City Council of the City of Chicago does hereby initiate and authorize the following public question to be submitted to the voters of the entire City of Chicago at the regularly scheduled municipal general election on November 8, 2016:

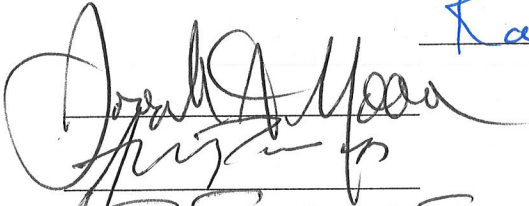
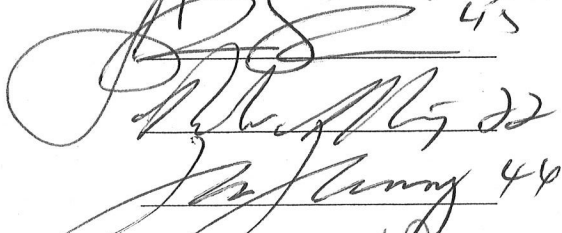
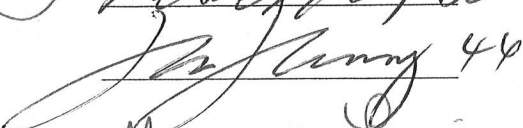
Should the State of Illinois strengthen penalties for the illegal trafficking of firearms and require background checks for gun dealers and their employees?

☐ Yes

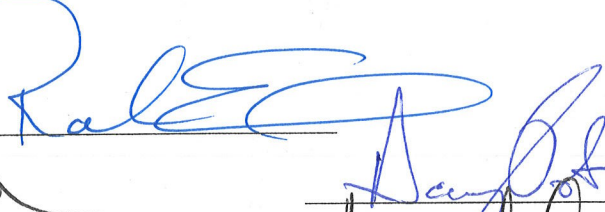
☐ No

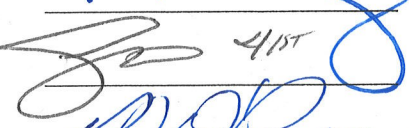
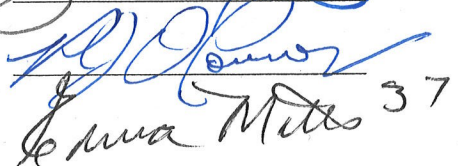
Section 3. The City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code,

Section 4. This resolution shall be in full force and effect upon its passage.


Joseph A. Moore 45

Paul V. Light 42

Jeffrey J. Janney 46

Margaret Laurino 38


Daley 43

Michelle Dew 42

J. J. Daley 41ST

Emma Miles 37

36th

Susan Adlowitz Hag ^{on}

Robert H. Hag

Jan 16
Jan 16
Vern Cuto 18

Michelle Gifford 8th
my (S) mind



City of Chicago



O2016-3912

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 2-92-335 regarding City contractor apprentice utilization
Committee(s) Assignment:	Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

At the request of the Chief Procurement Officer, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code regarding apprentice utilization.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor

O R D I N A N C E

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

SECTION 1. Section 2-92-335 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-92-335 Contracts – Apprentice utilization.

(a) For purposes of this section ~~only~~ the following definitions apply:

“Apprentice” means any person who ~~is~~: (1) is sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; and (2) has graduated from a Chicago Public Schools high school or is enrolled in, or has graduated from, a construction technology training program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.

“Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

“Construction project” means any project to be paid for by ~~the City's Department of Procurement Services D.P.S.~~, but which is not funded in whole or part by any federal ~~or state~~ funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the City within its geographical boundaries as they exist or shall exist in the future.

“Contract base bid” means the total dollar amount a contractor bids on a construction project without factoring any bid incentive or percentage reductions to the bid amount.

“Earned credit” means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

“Earned credit certificate” means a certificate issued by the chief procurement officer evidencing the amount of earned credit a contractor has been awarded.

“Labor hours” means the total hours of workers receiving an hourly wage who are directly employed at the work site. “Labor hours” shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. “Labor hours” shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

(b) (1) For any construction project advertised after the effective date of this section ordinance having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to

any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under contract.

Total Labor Hours Performed By Apprentices	Bid Incentive
5 to 10%	1/2% of the contract base bid
11 to 15%	1% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of subsection (b)(2). The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

For all construction projects advertised after the effective date of this section ~~ordinance~~, the chief procurement officer shall include the bid incentive provision in all such advertisements.

(2) As part of the contract close-out procedure, if the chief procurement officer determines that the contractor has successfully met its ~~his or her~~ apprentice utilization goals, the chief procurement officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The contractor may apply the earned credit certificate on multiple future construction project contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one construction project contract award. If the contractor applies the earned credit certificate on multiple construction project bids and is the lowest responsive and responsible bidder on more than one construction project bid, the earned credit certificate shall be applied to the construction project first to be advertised by D.P.S. the Department of Procurement Services, or if multiple construction project bids were advertised on the same date, the earned credit certificate shall be applied only to the construction project with the greatest dollar value.

(c) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer, or the commissioner of the supervising department.

Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

(d) The chief procurement officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

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



City of Chicago



O2016-3973

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

5/18/2016

Sponsor(s):

Emanuel (Mayor)
Burke (14)
Cappleman (46)
Tunney (44)
Mell (33)
Lopez (15)
Ramirez-Rosa (35)

Type:

Ordinance

Title:

Amendment of Municipal Code Section 2-160-070 regarding
prohibition on discriminatory practices in public
accommodations

Committee(s) Assignment:

Committee on Human Relations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

At the request of the Chicago Commission on Human Relations, I transmit herewith, together with Aldermen Burke, Cappelman, Tunney, Mell, Lopez and Rosa, an ordinance amending Chapter 2-160 of the Municipal Code regarding access to public accommodations.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

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

SECTION 1. Section 2-160-070 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-160-070 Discriminatory practices – Public accommodations.

No person that owns, leases, rents, operates, manages, or in any manner controls a public accommodation shall withhold, deny, curtail, limit or discriminate concerning the full use of such public accommodation by any individual because of the individual's race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status, or source of income. The prohibition contained in this section shall not apply to the following:

- (a) a private club or other establishment not in fact open to the public, except to the extent that the products, facilities or services thereof are made available to the general public or to the customers or patrons of another establishment that is a public accommodation;
- (b) any facility, as to discrimination based on sex, which is distinctly private in nature, such as restrooms, shower rooms, bathhouses, dressing rooms, and health clubs;
- (c) any facility, as to discrimination based on sex, which restricts rental of residential or sleeping rooms to individuals of one sex;
- (d) any educational institution, as to discrimination based on sex, which restricts enrollment of students to individuals of one sex; and
- (e) notwithstanding subsections (a) through (d) above, any person may use a public accommodation or any of its products, facilities, or services that are open to persons of the his or her sex or gender reflected on any government issued identification of that individual including a driver's license, a state identification card or passport. For purposes of this subsection, "sex" includes both biological category and gender identity. Each person determines his or her own gender identity; no proof shall be required except his or her expression of his or her gender.

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



City of Chicago



O2016-3930

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of Open Space Impact Fee funds for Nettelhorst School active spaces project
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation



SP. EV.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 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 the Chicago Public Schools.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government 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, 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 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 Open Space Ordinance requires that the Open Space Fees: (i) 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 (ii) 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, the Department of Planning and Development (the "Department") has determined that the Fee-Paying Developments built in the Lake View Community Area have deepened the already significant deficit of open space in the Lake View Community Area, which deficit was documented in the comprehensive plan entitled "The City Space Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), has proposed the development of two active areas totaling .26 acres (the "Project") at the Nettelhorst School located at 3252 North Broadway in Chicago; and

WHEREAS, the Department wishes to make available to the Board proceeds from the Open Space Fees collected by DOF in an amount not to exceed \$400,000 for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Lake View Community Area; 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 Department and the Board have agreed to enter into an intergovernmental agreement in substantially the form attached hereto as Exhibit A (the "Agreement") whereby the Department shall pay for or reimburse the Board for a portion of the Project costs; and

WHEREAS, the Board has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the Agreement attached hereto as Exhibit A; and

WHEREAS, the Department has determined that the use of the Open Space Fees to assist with 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 Lake View Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, the Department has recommended that the City Council (i) approve the use of the Open Space Fees for the purposes set forth in this ordinance; (ii) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (iii) authorize the Department to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made 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 for the purpose of funding the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of the Department (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Board in an amount not to exceed \$400,000 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Subject to the approval of the Corporation Counsel as to the form and legality, the Commissioner of the Department is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents as are necessary, between the Department and the Board, which may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the Department.

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 take effect immediately upon its passage.

EXHIBIT A

See attached.

INTERGOVERNMENTAL COOPERATION AGREEMENT

(Nettelhorst School Active Spaces)

This Agreement (the "Agreement") is entered into as of ____ day of _____, 2016, 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 politic and corporate.

RECITALS

WHEREAS, the Board wishes to develop, at the Nettelhorst School located at 3252 N. Broadway in Chicago (the "School"), which is commonly known and legally identified and described on Exhibit A hereto, two active areas totaling .26 acres (the "Project") as is more fully set forth herein; 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 collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees"); and

WHEREAS, the Department of Finance has collected Open Space Fees for new dwelling units built in the Lake View Community Area (the "Community") and contiguous communities (the "Proceeds") and has deposited such Proceeds in the fund set up for the Community identified by CAPS Code PS06 131 54 5006 2604; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____, (the "Authorizing Ordinance") among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; and (ii) authorizing the transfer of a portion of the Proceeds to the Board in an amount not to exceed \$400,000, which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, under authority granted in Board Rule No. Sec. 7-15.d., the Board is authorized to enter into an agreement with the City for the development of the Project and implementation of the Project in accordance with the Project Description set forth on Exhibit B and to accept the Open Space Fees in an amount not to exceed \$400,000 (the "Board Rule"); and

WHEREAS, it is anticipated that following completion of the Project, the Board will operate and maintain the Project as open space in accordance with this Agreement; and

WHEREAS, the City and Board have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedure and guidelines to be followed with respect to the Project; and

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

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. DEFINITIONS

For all purposes of the Agreement, the following terms shall be defined as follows:

Authorized City Representative: The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City's representative implementing this Agreement. The City hereby designates Meg Gustafson as the Authorized City Representative.

Authorized Board Representative: The person or entity employed or retained by the Board to provide design, construction management, administration and coordination of services with respect to the Project. The Board hereby designates Mary DeRuntz as the Board Representative.

Budget: The amount determined by the parties as the estimated cost of completing the Project. For the purposes of this Agreement, the term "Budget" includes, as the case may be, the preliminary "Budget" and the final "Budget" for the Project as determined by the Department and the Board pursuant to the review procedures described in Section 3.2 and 3.3 hereof. A copy of the Preliminary Project Budget is attached hereto as Exhibit C.

Building Scope: The requirements of the Board and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function, dimensions, spatial relationships and materials to be used in the design and construction of the Project.

Contract: The contract which shall be entered into between the Board and the Contractor, including all of the contract documents as described therein, providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

Contract Documents: The drawings, specifications and program requirements

(including civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Board or its designee and approved by the Authorized Board Representative and the Authorized City Representative for compliance with the Building Scope and matters related to the Project.

Contractor: Any contractor that contracts with the Board or its duly authorized representative to perform services and/or provide Work in connection with the construction of the Project. For purposes of this Agreement, the term "Contractor" may include a general contractor, or other consultants or contractors engaged by the Board to complete the Project.

Final Acceptance: The date on which the Authorized Board Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed and the Board is entitled to reimbursement for the Project pursuant to this Agreement.

Project: The design, development, construction and improvement of the School in accordance with the time schedule and plans set forth in this Agreement.

Punch List Work: Minor adjustments or deficiencies in the construction of the Project, as determined by the authorized City and Board representatives, which must be completed before Final Acceptance.

Schedule: The anticipated date on which the Project or portions thereof will be initiated and completed as set forth on Exhibit D.

Work: All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to or collateral to this Agreement.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 Project. The Board will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Municipal Code of the City.

3.2 Review of Project. The City and the Board by their designated representatives will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or remediation of environmental conditions, site preparation, demolition of existing buildings, footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

3.3. Implementation of Project. Upon completion of the review procedures described in Section 3.2 above, the Board shall determine the final Budget and the Schedule for the Project and the Board will commence implementation of the Project. Notwithstanding anything to the contrary contained in this Agreement, the City acknowledges that the Board is not contributing and shall have no obligation to contribute any funds to the Project.

3.4. Selection of General Contractor. The Board will retain contractors (the "Contractors") for the development and construction of the Project. Prior to the commencement of the Work relating to the development of the Project, the Contractors shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Municipal Code of Chicago and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements.

3.5. Contracts. The Board shall let the contracts for the construction of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence reasonably satisfactory to the City of such compliance.

3.6. Permits. At such time as the Board lets a contract or contracts for the Project, the Board, at the Board's expense, shall also provide the City with copies of all governmental licenses and permits required to develop and construct the Project and to use, occupy, operate and maintain the Project as a school from all appropriate governmental authorities, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits and evidence that the School is appropriately zoned to be used, occupied and operated as a public facility.

3.7. Construction. The Board agrees to complete the demolition of existing structures, if any, on the School in accordance with applicable requirements of the City and any other compliance requirements and to construct the Project on the School in accordance with the construction documents and a landscape plan for the Project listed on Exhibit E (the "Drawings"), which have been approved by the Department and the Open Space Development Committee and which are incorporated herein by reference. The Drawings shall conform with the terms of this Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, MBE/WBE participation, Chicago residency requirement, community hiring requirements, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), and the Illinois Accessibility Code, 71 Ill.Admin.Code ch. 1, subch. B, sec. 400.100 et seq. (1988). No material deviation from the Drawings may be made without the prior written approval of the City which will not be unreasonably withheld.

3.8. Contractor's Insurance. In all contracts relating to the Project, the Board agrees to require its contractors to name the City as an additional insured on all insurance policies and to require its contractors 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 the construction of the Project by its contractors or contractors' suppliers, employees or agents.

3.9. Inspection and Oversight. The Board agrees to carefully inspect the School prior to commencement of any activity on the School with regard to construction of the Project to

ensure that such activity with regard to the construction of the Project shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Board shall be solely responsible for the safety and protection of the public with regard to the construction of the Project. The City reserves the right, but shall have no obligation, to inspect the work being done on the School.

3.10. Title Commitment and Insurance. The Board shall be responsible for obtaining, at the Board's expense, any title commitment or title policy with respect to the School that it deems necessary.

3.11. Survey. The Board shall be responsible for obtaining at the Board's expense any survey of the School that it deems necessary.

3.12. Development Budget for the Project. The Board has prepared the budget describing the various hard and soft construction costs relating to the development of the Project set forth on Exhibit C (the "Preliminary Project Budget") which has been approved by the Department. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by the Department. The Board has prepared the preliminary schedule for the development and construction of the Project set forth in Exhibit D ("Schedule"), which has been approved by the Department. No material deviation from the Schedule shall be made without the prior approval of the Department, subject to the permitted delay provisions of Section 13.2 of this Agreement.

3.13. Reports. The Board shall provide the City with monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

3.14. No Liens. The Board agrees to keep the School free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Board.

SECTION 4. FUNDING

Disbursement of City Funds. Upon the substantial completion of the Project (as evidenced by the issuance of the Certificate as described in Section 7), the Board and General Contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and Board and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Project, the Board shall deliver to the City a sworn statement from the Board and the general contractor, a general waiver of lien from the Board and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Project. In addition, the Board shall deliver to the City copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Board. The City shall disburse the City Funds within 90 days of Final Acceptance.

SECTION 5. LIMITED APPLICABILITY.

Approvals. The approval of the Drawings by the Department are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of

Buildings, or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Project. The approval given by the Department shall be only for the benefit of the Board.

SECTION 6. COMMENCEMENT AND COMPLETION OF THE PROJECT.

Reserved.

SECTION 7. CERTIFICATE OF COMPLETION.

Certificate of Completion; Inspection. Upon completion of construction of the Project in accordance with the Drawings, the City, upon written request by the Board, shall furnish the Board with a certificate of completion ("Certificate") evidencing that Board has satisfactorily completed the Project. The Certificate shall not constitute evidence that the Board has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Project.

Upon written request by the Board for the Certificate, the Department shall promptly undertake an inspection of the Project and thereafter provide Board either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for the Board to perform in order to obtain the Certificate. The Board shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as the Department may consent to, in its sole discretion. Upon compliance with the City's requirements, the Board shall resubmit a written request for a Certificate from the City.

SECTION 8. CONTINUING OBLIGATIONS OF THE BOARD AND THE SCHOOL.

Maintenance and Use. After the issuance of the Certificate by the City, the Board shall comply, and cause the School to comply, as applicable, with the covenants set forth in this Section 8, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Project.

8.1. Maintenance of the Project.

On-Going Maintenance of the Project. The Board shall cause the School to: (a) maintain, repair and, if required, replace the resilient acrylic surfacing; (b) provide light bulb replacement for all light fixtures located at the Project; (c) provide trash pickup and disposal services at the Project; and (d) remove snow and arrange for the removal of leaves, litter, debris and other waste materials at the Project.

8.2. Use of the Project

- (a) Generally. The Project shall be utilized as open space for use by the public for and on behalf of the City. The School shall not restrict access to the Project by the public during the hours of operation of the Project, as set forth below, and furthermore, shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, or handicap, in the use of the Project by the public. The hours of operation of the Project shall be during regular School hours and additional hours if the school is open late. The School shall post a sign at the School informing the public of the hours the Project is open. In addition, the Project may also be used by appointment by community groups and others on the weekends and when the School is not open with prior written approval from the School principal. All expenses associated with the use of the Project when the School is not open shall be at the cost of the School. The School shall not store any toxic or hazardous materials at the Project in a manner in violation of any applicable law. Other than set forth in the Drawings, no structures or improvements are to be constructed on the Project by the Board without the prior written approval of the Department, which shall not be unreasonably withheld.
- (b) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon the Board or any other person or entity to use the Project for private parties or events. The use of alcohol in the Project by any person or entity is strictly prohibited.
- (c) Notice to the City. The Board agrees to notify the City in writing of any injury to persons or property relating to the construction of the Project within seven (7) days of the date that the Board becomes aware of such injury, and in the instance of an emergency, to notify the City immediately by telephone and facsimile notice by contacting the Authorized Representative, Department of Planning and Development, City of Chicago, Room 1000, 121 N. LaSalle Street, Chicago, Illinois 60602, or such other person as the City shall designate to the Board in writing. Furthermore, the Board agrees to notify the City immediately in the method described in this paragraph in the event that it learns that the Project is being utilized by any of the public in violation of the open space requirement for the Project, including, without limitation, (a) any unauthorized events occurring at the Project, including, without limitation, private parties; or (b) the occurrence of any illegal activity at the Project. Notwithstanding anything to the contrary contained in this paragraph, the Board shall not be responsible for policing or providing any private security for the use of the Project. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against the Board.
- (d) Injury to Persons and Property; Insurance and Indemnity. The City acknowledges that the Board is self-insured up to \$3,000,000 for general liability insurance; furthermore, the Board agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered

or incurred by the City (excepting that caused by the negligence or misconduct of the City) arising from or in connection with the Board's negligence in: (a) developing the Project, including, without limitation, the failure of the Board or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; or (b) the failure of the Board to perform its obligations under this Agreement to maintain the Project for so long as the Board is the beneficial owner and controls the School and the School continues to operate as a Chicago Public School. This indemnification shall survive any termination of this Agreement.

- (e) Permits. The Board shall apply for and maintain any and all governmental permits and approvals relating to the ongoing operation and maintenance of the Project.

SECTION 9. CITY'S POST-CERTIFICATE OBLIGATIONS.

After the issuance of the Certificate by the City, the City shall be obligated with regard to the following:

9.1. Insurance and Indemnity. The City acknowledges to the Board that it is self-insured and furthermore agrees to indemnify, defend and hold the Board harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, attorneys' fees and court costs suffered or incurred by the Board (excepting the contractor's liability or caused by the negligence or misconduct of Board) arising from or in connection with the use and operation of the Project. This indemnification shall survive any termination of this Agreement. Notwithstanding anything to the contrary, in the event that the City assigns its rights under this Agreement as provided for herein, the assignee shall be required to obtain and keep in force and effect a Comprehensive Commercial General Liability Insurance policy insuring against claims for personal injury, death or property damage occurring in, on or about the Project arising out of the ownership, maintenance, operation or use of the Project by the City or any of its employees in an amount not less than \$3,000,000 per occurrence and \$3,000,000 general aggregate. The Board shall be named as an additional insured on such policy as its interest may appear.

9.2. Utilities. The City shall be liable to provide utility service (e.g. electrical, water and sewer) to the Project.

9.3. Discretionary Maintenance By City. The City may elect, at the City's cost and expense, to install and remove holiday lighting and seasonal decor, to make the Project available for neighborhood festivals and street fairs, and to otherwise schedule events at and license the use of the Project for limited, short term purposes. In the event such short term uses are planned, the City shall give the School and the Board courtesy notice of such events.

SECTION 10. ENVIRONMENTAL MATTERS.

Environmental Responsibilities. It shall be the responsibility of the Board to investigate and determine the soil and environmental condition of the School. The City makes

no covenant, representation or warranty as to the environmental condition of the School or the suitability of the School as a Project or for any use whatsoever.

SECTION 11. RESERVED.

SECTION 12. TERM OF THE AGREEMENT.

Term: The term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, shall continue for so long as the Board is the beneficial owner and controls the School and the School continues to operate as a Chicago Public School.

SECTION 13. PERFORMANCE, EVALUATION AND BREACH; REMEDIES.

13.1 Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

13.2 Permitted Delays. The Board shall not be in breach of its obligation to construct the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Board's control and without the Board's fault or negligence, including but not limited to, delays or halts in construction of the Project which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the Board requests it in writing of the City within twenty (20) days after the beginning of any such delay.

13.3 Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

1. If either party fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required

under this Agreement; or

2. If either party makes or furnishes a warranty, representation, statement or certification to the other party which is not true and correct in any material respect; or
3. Subject to the permitted delays referenced above, the Board abandons or substantially suspends the construction of the Project, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Board receives written demand by the City to cure such default; or
4. The Board suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project; or
5. The Board fails to comply, or cause the School to comply, with the maintenance and other obligations regarding the Project described in Section 8; or
6. Either party fails to comply with the terms of any other written agreement entered into with the other party relating to the Project.

13.4 Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the delaying party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the waiving party with respect to any other defaults of the other party.

13.5. Access to the School. So long as the City holds title to the School and throughout the Term of this Agreement, any duly authorized representative of the City shall have access to the Project at all reasonable times for the purpose of confirming the Board's compliance with its obligations under this Agreement.

13.6. City's Right to Inspect Records. The Board agrees that the City shall have the right and authority to review and audit, from time to time, the Board books and records solely relating to the Project, including, without limitation, general contractor's sworn statements, the contract with the General Contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of the Board for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Department upon prior reasonable notice to the Board and at the Department's sole cost and expense.

13.7. Evaluation. Upon written request by the City, but not more frequently than once on an annual basis, the Board shall submit to the City a written report describing the maintenance of the Project and all costs attendant thereto. Thereafter, at the City's request, representatives of the City and of the Board shall meet and address any issues and concerns. Should the City reasonably determine, as a result of the review of the report and the site visit,

that the Board is not complying with the terms and provisions of this Agreement, the parties agree that: (i) the City shall deliver a notice of default as provided for in this Section and the Board shall thereafter have an opportunity to cure (as provided for in this Section 13); or (ii) in the alternative, the City, by written notice to the Board, may terminate this Agreement.

13.8. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 14. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Conflict of Interest: The Board warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of either party shall be personally liable to the other party or any successor in interest in the event of any default or breach by the defaulting party or for any amount which may become due to the other party or successor or on any obligation under the terms of this Agreement.

SECTION 15. BARRICADES, SIGNS AND PUBLIC RELATIONS.

Barricades, Signs, and Public Relations; City Approval. Prior to the commencement of any demolition or construction activity requiring barricades, the Board shall install a barricade of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall retain the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

At the request of the City, the Board shall erect a sign of size and style approved by the Department in a conspicuous location at the Project during the construction of the Project, indicating that the undertaking of the Project is in accordance with City objectives. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Board and the Project in the City's promotional literature and communications. Until the expiration of the Term of the Agreement, the Department shall have the right to approve any changes in signage that are inconsistent with the original signage approved for the Project.

SECTION 16. RESERVED.

SECTION 17. GENERAL PROVISIONS.

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

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

17.3. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.4. Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.5. Intentionally Deleted.

17.6. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Board is authorized by the Board Rule. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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

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

17.10. Counterparts. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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

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

17.13. Intentionally Deleted.

17.14. Integration. This Agreement contains the entire agreement between the parties.

17.15. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. La Salle Street
Chicago, Illinois 60602
[(312) 744-2271 (Fax)]

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

To the Board: Board of Education of the City of Chicago
Department of Facilities
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer
(or if none, Chief Administrative Officer)
(773) 553-2900
(773) 553-2951 (Fax)

With copies to: Board of Education of the City of Chicago
Attn: General Counsel
1 North Dearborn Street, Suite 900
Chicago, Illinois 60602
(773) 553-1700
(773) 553-1701 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any

notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

17.17. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the City or the Board be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Board. This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

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

For the City: Meg Gustafson
City of Chicago
Department of Planning and Development
City Hall, Room 1001
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0524
(312) 742-8548 (Fax)

For the Board: Mary DeRuntz
Chief of Capital Improvement Program
Department of Facilities
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
(773) 553-3119
(773) 553-2951

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.

17.19. Inspector General. Under the provisions of 105 ILCS 5/34-13.1, the Inspector General of the Board has the authority to conduct certain investigations. The contractors used by the Board in connection with the Project shall give the Inspector General access to all information and personnel necessary to conduct its investigations.

17.20. Conflicts of Interest. This Agreement is not 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 (1) year period following expiration or other termination of their terms of office.

17.21. Indebtedness. The parties agree to comply with the Board's Indebtedness Policy (96-0626-PO3) adopted June 26, 1996, as may be further amended from time to time, which is hereby incorporated by reference as if fully set forth herein.

17.22. Non-Appropriation. Expenditures not appropriated in the Board's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for performance under this Agreement or any contract documents, the Board shall notify the Department and this Agreement and any contract documents shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first.

17.23. Time. Time is of the essence in the performance of this Agreement.

17.24. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

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

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

CITY OF CHICAGO, a municipal corporation

By: _____
David L. Reifman
Commissioner
Department of Planning and Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: _____
Ronald DeNard
Senior Vice-President of Finance

Board Rule No. Sec. 7-15.d.

Approved as to legal form:

Ronald Marmer, General Counsel

Table of Exhibits:

Exhibit A: Legal Description of the School

Exhibit B: Project Description

Exhibit C: Preliminary Budget

Exhibit D: Schedule

Exhibit E: Drawings

EXHIBIT A

LEGAL DESCRIPTION OF THE SCHOOL

Address: 3252 N. Broadway
Chicago, Illinois 60657

PINs: 14-21-311-029, 14-21-311-030, 14-21-311-056

Parcel 1:

South 89.76 ft. of the North 122.76 ft. of the East 321.43 ft. of Lot 30, in Pine Grove, in Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian; Also

Parcel 2:

East 33 feet of Subdivision lot 1 in Gehrke & Bruckman's Subdivision of the West part of the North 122.76 ft. of Lot 30 in Pine Grove, aforesaid; Also

Parcel 3:

Lots 1 to 5 of Peter's Resubdivision of Sub Lots 1 to 5 of H.M. Peter's Subdivision of part of Lot 30 in Pine Grove, aforesaid; Also

Parcel 4:

Sub Lots 6 to 14 in H.M. Peter's Subdivision of part of Lot 30, in Pine Grove, being a Subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

EXHIBIT B

PROJECT DESCRIPTION

See architectural drawing attached.

This project at Nettelhorst Elementary School converts some of the school's paved area into new active spaces for the students. The overall project provides two active areas on the east and west sides of the school and an artificial turf field. The East and West Active areas will have the existing surfaces removed, the aggregate base material stabilized, and HMA surfacing installed. Court markings (i.e. soccer, tennis, volleyball, basketball) will be added as determined by the school.

The artificial turf field will include removal of the pavement, installation of drainage infrastructure and concrete containment curbs, aggregate base material for field and storm water management, synthetic turf with field markings, and protective fencing.

The proposed scope creates interesting active and passive spaces as well as useful and modern recreational opportunities for the entire community.

EXHIBIT C
PRELIMINARY BUDGET
Nettelhorst School Active Spaces
2016-31281-NCP

Task	Project Estimate
Design	\$ 32,200
Construction	322,000
Environ Remediation	10,000
Administration	20,930
FF&E	0
Contingencies	<u>9,870</u>
Total	\$395,000

EXHIBIT D
SCHEDULE

Task	Start Date	End Date
Design Completed	May 2, 2016	June 1, 2016
Out to Bid	June 15, 2016	July 8, 2016
Construction	August 1, 2016	October 1, 2016
Close Out	October 1, 2016	December 31, 2016

EXHIBIT E

DRAWINGS

[TO BE ATTACHED AT CLOSING]



City of Chicago



A2016-52

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Charles M. Long and Terry N. Tuohy as members of Special Service Area No. 34, Uptown Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have reappointed Charles M. Long and Terry N. Tuohy as members of Special Service Area No. 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2016-53

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/18/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Martha B. Peters and Lynn A. Small as members of Special Service Area No. 42, 71st/Stony Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18, 2016

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

Ladies and Gentlemen:

I have reappointed Martha B. Peters and Lynn A. Small as members of Special Service Area No. 42, the 71st/Stony Commission, for a term effective immediately and expiring April 11, 2018.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

