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
3/16/2016
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental				
1	O2016-1684	Intergovernmental agreement with Public Building Commission of Chicago for development of Early Childhood Learning Centers	Emanuel (Mayor)	Budget
2	O2016-2434	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for improvements and rehabilitation of Hope College Preparatory High School	Emanuel (Mayor)	Finance
3	O2016-2455	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for rehabilitation of Amundsen High School	Emanuel (Mayor)	Finance
Agreement(s) - Lease				
4	O2016-1826	Lease agreement with Cook County for use of clinical office space at Roseland Health Center at 200 E 115th St	Emanuel (Mayor)	Housing
5	O2016-1839	Lease agreement with Cook County for use of clinical office space of West Town Neighborhood Health Center at 2418 W Division St by Cook County Department of Corrections	Emanuel (Mayor)	Housing
Appointment(s)				
6	A2016-17	Appointment of Avdulla Hotza as member of Special Service Area No. 3, Southwest Business Growth Area Commission	Emanuel (Mayor)	Finance
7	A2016-19	Appointment of Andrea L. Yao as member of the Board of Local Improvements	Emanuel (Mayor)	Transportation
8	A2016-21	Appointment of Nicholas J. Delgado as member of Community Development Commission	Emanuel (Mayor)	Economic
9	A2016-22	Appointment of Dwight Curtis as member of Community Development Commission	Emanuel (Mayor)	Economic
10	A2016-23	Appointment of Mae C. Whiteside as member of Community Development Commission	Emanuel (Mayor)	Economic
Fund 925 Amendment(s)				
11	O2016-1648	Annual Appropriation Ordinance Year 2016 amendment within Fund No. 925 for Department of Family and Support Services and Department of Planning and Development	Emanuel (Mayor)	Budget

Legislation Referred to Committees at the Chicago City Council Meeting
3/16/2016
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Municipal Code Amendment(s)				
12	O2016-1599	Amendment of Municipal Code Section 2-102-075 regarding home rule powers in relation to special assessment proceedings	Emanuel (Mayor)	Finance
13	O2016-1703	Amendment of Municipal Code Section 7-12-420 requiring removal of pet waste from private property	Emanuel (Mayor) Ramirez-Rosa (35) Santiago (31) Waguespack (32) Mell (33) Austin (34)	Health & Environment
Property - Miscellaneous				
14	O2016-2461	Acceptance of Chicago Board of Education property at 9101 S Jeffery Blvd.	Emanuel (Mayor)	Housing
15	O2016-2472	Acceptance of Chicago Board of Education property at 7530 S South South Shore Dr	Emanuel (Mayor)	Housing
16	O2016-2483	Acceptance of Board of Educatiion of Chicago property at 1345 N Rockwell St	Emanuel (Mayor)	Housing
17	O2016-2504	Acceptance of deed reconveying property at 25 W 113th Pl., 12326 S Parnell Ave., 12333 S Parnell Ave and 12423 S Eggleston Ave from Chicago Board of Education	Emanuel (Mayor)	Housing
18	O2016-2505	Acceptance of deed reconveying property at 7034 S Princeton Ave from Chicagom Board of Education	Emanuel (Mayor)	Housing
19	O2016-2507	Acceptance of Chicago Board of Education property at 3813 S Dearborn St	Emanuel (Mayor)	Housing
20	O2016-2526	Acceptance of Chicago Board of Education property at 11625 S Oakley Ave	Emanuel (Mayor)	Housing
Reappointment(s)				
21	A2016-18	Reappointment of Charlotte A. Walters-Trezzo as member of Special Area No. 19, Howard Street Commission	Emanuel (Mayor)	Finance
22	A2016-20	Reappointment of Jorge J. Perez and Roxanne M. Ward as members of Community Development Commission	Emanuel (Mayor)	Economic
Sale of City-owned Property				
23	O2016-2210	Amendment of lease agreement with Metropolitian Water Reclamination Discrict of Greater Chicago for property at 31st and Sacramento Ave	Emanuel (Mayor)	Housing

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-1684

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Public Building Commission for early learning areas
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

At the request of the Library Commissioner, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Public Building Commission for early learning areas.

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 City, acting through the Department of Fleet and Facility Management ("2FM") and the Chicago Public Library ("CPL"), has requested that the Commission provide planning, design and construction management services (including the development of the scope, schedule, budget and conceptual design drawings) for Early Childhood Learning Centers at 17 Regional and Branch Library Facilities and the Harold Washington Library located at 400 South State Street, Chicago, Illinois 60605 (the "Sites") (such activities at the Sites, the "Project"); and

WHEREAS, it is contemplated by the City and the Commission that the Commission will provide development services, including the design and construction of the Project, pursuant to

a written undertaking request, which will be signed on behalf of the City by the Commissioner of the Library and the Budget Director, approved by the Board of the Commission and acknowledged by the Chicago Public Library Foundation, an Illinois not-for-profit corporation ("CPLF"), the mission of which is to develop and augment the resources of CPL; and

WHEREAS, the City, acting primarily through 2FM and the Library but also through the Office of Budget and Management, intends in consultation with CPLF to participate actively with the Commission in the planning and implementation of the Project including, without limitation, review and approval of design elements and materials and review of the Project budget and schedule; and

WHEREAS, Exelon Corporation has pledged to grant up to $2,500,000 to CPLF to expand early learning spaces across Chicago, the proceeds of which grant CPLF shall make available to the Commission for the Project; and

WHEREAS, the City has determined that it is necessary, desirable and in the public interest to enter into an agreement with the Commission in substantially the form attached hereto as an exhibit (the "Agreement") pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth the City's and the Commission's respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project; 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 the Library (the "Library Commissioner") and the Commissioner of 2FM (the "2FM Commissioner") and the Budget Director are each hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, the Agreement 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 Library Commissioner, the Budget Director, and the 2FM Commissioner and their respective designees are each authorized to execute such additional documents (including but not limited to a memorandum of understanding with CPLF and/or the Commission regarding matters such as the sharing of Project information and the disbursement of Project funds), information, assurances and certifications and to take such additional actions in connection with the Project as may be necessary or required pursuant to the Agreement as contemplated therein. If CPLF receives up to $1,000,000 in additional grants for the Project then the Agreement may be amended to expand the scope of and/or increase the budget for the Project accordingly without further authorization by the City Council. The Library Commissioner, the Budget Director, and the 2FM Commissioner and their respective designees are each also authorized to determine the final list of Sites in addition to Harold Washington Library to be included in the Project.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO
(EARLY CHILDHOOD LEARNING CENTERS)

This Intergovernmental Agreement (the "Agreement"), 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

A. 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.

B. On March 18, 1956, the City Council of the City (the "City Council") created the Commission 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.

C. [intentionally omitted]

D. 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.

E. The City, acting through the Department of Fleet and Facility Management ("2FM") and the Chicago Public Library ("CPL"), has requested that the Commission provide planning, design and construction management services (including the development of the scope, schedule, budget and conceptual design drawings) for Early Childhood Learning Centers at 17 Regional and Branch Library Facilities as listed on Exhibit A hereof and the Harold Washington Library located at 400 South State Street, Chicago, Illinois 60605 (the "Sites") (such activities at the Sites, the "Project").

F. It is contemplated by the City and the Commission that the Commission will provide development services, including the design and construction of the Project, pursuant to a written undertaking request, which will be signed on behalf of the City by the Commissioner of the Library and the Budget Director, approved by the Board of the Commission and acknowledged by the Chicago Public Library Foundation, an Illinois not-for-profit corporation ("CPLF"), the mission of which is to develop and augment the resources of CPL.

G. The City, acting primarily through 2FM and the Library but also through the Office of Budget and Management, intends in consultation with CPLF to participate actively with the Commission in the planning and implementation of the Project including, without limitation, the development of the Building Program (as hereinafter defined), review and approval of design elements, materials and building systems, assistance with the preparation of the Budget and the Schedule (as hereinafter defined), and acceptance of the Project at Substantial Completion and Final Completion (as hereinafter defined).

H. Exelon Corporation has pledged to grant up to $2,500,000 to CPLF to expand early learning spaces across Chicago, the proceeds of which grant CPLF shall make available to the Commission for the Project.

I. The parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to

describe the procedures and guidelines to be followed with respect to the implementation of the Project.

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

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

2FM: The Department of Fleet and Facility Management of the City.

Act: The Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 *et seq.* (1994), as amended from time to time.

Architect of Record: The firm or entity employed by the Commission or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authorized Commission Representative: The person or entity employed or retained by the Commission to provide planning, land acquisition, development, construction management, administration and/or coordination services for the Project.

Authorized 2FM Representative: The Commissioner of 2FM, including the duly designated representative thereof, who is designated as 2FM's representative in the planning and implementation of the Project.

Authorized Library Representative: The Commissioner of the Library, including the duly designated representative thereof, who is designated as the Library's representative in the planning and implementation of the Project.

Board: The Board of Commissioners of the Public Building Commission of Chicago.

Budget: The budget(s) for the planning, design, and construction of the Project as set forth on Exhibit B attached hereto. For purposes of this Agreement, the term "Budget" includes, as the case may be and as agreed to by the Budget Director, the Authorized Library

Representative, the Authorized 2FM Representative, as a result of the review process more fully described in Section 2.2 hereof:

(a) Formulation Budget(s) that permit the Commission to perform Formulation Services as defined in this Definitions Section;

(b) Undertaking Budget(s) that will permit the Commission to begin design, bidding and construction of the Project; and

(c) Revised Budget(s) as necessary to reflect bid results or changes in scope.

Budget Director: The Budget Director of the City, including the duly designated representative thereof, who is designated by the City to receive notices pursuant to this Agreement and otherwise act as the City's representative in implementing the financial requirements of this Agreement.

Building Program: The requirements specified by the Library and 2FM with respect to the Project including, but not limited to the nature, scope and extent of the Project and facilities and the size, type, function, spatial relationships, and materials and building systems to be used in the design and construction of the Project.

Certificate of Final Acceptance: The certificate, substantially in the form attached hereto as Exhibit C2, which shall be delivered by the Commission to the Library and 2FM to certify that a Certificate of Final Completion has been issued by the Architect of Record for the Project, that the Commission has verified that all punch list work has been completed, and that all deliverables, including but not limited to the items as provided in Section 10.6, have been transmitted to 2FM along with final occupancy certifications issued by the authority having jurisdiction.

Certificate of Occupancy: The certificate issued by the authority having jurisdiction to certify that the Project has been sufficiently completed to be occupied and used for its intended purpose.

Certificate of Substantial Completion: The certificate issued by the Architect of Record to certify that the Project has been essentially completed except for Punch List Work, the City is able to occupy and use the Project for the purpose intended, and the Contractor has obtained and delivered to the Commission a "Certificate of Occupancy" issued by the authority that has jurisdiction.

City: The City of Chicago, an Illinois municipal corporation.

City Council: The City Council of the City.

Commission: The Public Building Commission of Chicago, an Illinois municipal corporation.

Contract: A contract, including all of the Contract Documents as described therein, between the Commission and a Contractor to perform services and/or provide labor, materials, equipment and other Work and facilities required for the completion of the Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement, general construction contract, construction management contract or other form of agreement for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including, without limitation, civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Architect of Record for the construction of the Project as approved by the Authorized Commission Representative, the Authorized Library Representative and the Authorized 2FM Representative for compliance with the approved Building Program and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the Commission to perform services and/or provide Work in connection with the Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity,

construction manager, environmental consultant or other consultants engaged by the Commission to implement the Project.

Corporation Counsel: The Corporation Counsel, including the duly designated representative thereof, of the City.

Executive Director: The Executive Director, including the duly designated representative thereof, of the Commission.

Final Completion: The last date on which all of the following events have occurred: the Commission in consultation with the Authorized 2FM Representative and the Authorized Library Representative, has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents; final inspections have been completed and operating systems and equipment testing have been completed; final occupancy certifications have been issued; all deliverables as provided in Section 10.6 hereof including, but not limited to, all warranties, operations/maintenance manuals, and as-built drawings, have been provided to the Commission and forwarded to the Library and 2FM; any LEED Commissioning responsibilities required by the Contract Documents have been completed; and all contractual requirements for final payment to the Contractor have been completed.

Formulation Services: Formulation services refer to a range of planning and pre-development activities, including, without limitation, site selection, environmental testing, and concept design

IEPA: The Illinois Environmental Protection Agency.

Library: The Chicago Public Library.

Municipal Code: The Municipal Code of Chicago.

Notice of Substantial Completion: The certificate, substantially in the form attached hereto as Exhibit C1, which shall be delivered by the Commission to the Authorized Library Representative and the Authorized 2FM Representative along with a Certificate of Substantial

Completion issued by the Architect of Record, a copy of the Punch List and a Certificate of Occupancy issued by the authority having jurisdiction.

Project: As defined in the Recitals and Section II.

Project Account: An existing interest-bearing account of the Commission that will be used for purposes of depositing funds advanced by CPLF to pay the costs incurred by the Commission in implementing the Project as more fully described in Section 9.3 hereof. The Project Account may be subject to such restrictions (including but not limited to the escrowing of funds) as CPLF may require.

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect of Record that must be completed prior to Final Completion and Acceptance of the Work and the issuance of the Certificate of Final Completion. The Authorized Commission Representative, the Authorized Library Representative and the Authorized 2FM Representative shall have the right of consult with the Architect of Record concerning the preparation and completion of the Punch List.

Schedule: The anticipated date or dates on which the Project or portions thereof shall be completed.

Sites: The real estate parcels or area upon which the Project will be constructed. Sites in addition to the Harold Washington Library will be identified in writing countersigned by both parties, and such written identifications will constitute amendments hereto.

Site Work: Any remediation of adverse environmental site conditions, demolition or other site development work in connection with the Project that may be undertaken by the Commission.

Standard of Performance. In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence

normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Architect of Record has issued a Certificate of Substantial Completion certifying that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use and occupancy of the Project for the purpose intended. The date of Substantial Completion shall be the later of: (1) the date indicated in the Certificate of Substantial Completion used by the Architect of Record; (2) the effective date of Certificate of Occupancy issued by the authority that has jurisdiction, and (3) the date on which the independent commissioning agent has certified in writing that all systems are operating as designed; provided, however, if the City rejects the Project as not being substantially complete in accordance with Section 10.4, the date of Substantial Completion will be the date upon which PBC remedies any outstanding issues to the satisfaction of the City.

Work: Work means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the Agreement 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
SCOPE OF PROJECT

2.1. Project. The Commission hereby agrees to provide administrative, technical, professional and legal services as required in order to acquire title in and to the Sites as necessary to construct the Project, free and clear of encumbrances that would preclude the use and development of the Sites for their intended purpose or the future conveyance thereof. The Commission will coordinate and manage the planning, design and construction of the Project on behalf of the City. The Project will be undertaken by the Commission pursuant to the terms of this Agreement, the Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances.

2.2 Review of Project. The parties by their designated representatives will review the proposed design, scope of the Work, the preliminary Budget, remediation of environmental conditions, site preparation work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Building Program, the Conceptual Design, the Undertaking Budget and the Project Schedule in the form of the Undertaking Authorization for such Project. Following such approval, the Commission shall proceed with the design, bidding and construction of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget; provided, however, as the Project is intended to be designed to not exceed the Project Budget, if the Revised Budget exceeds $2,500,000 the parties will work diligently to change the scope of work in order to not exceed the Project Budget.

SECTION III
RESPONSIBILITIES OF THE PARTIES

3.1 The Commission. In discharging its obligations to construct the Project on behalf of the City, the Commission will perform project planning, design oversight, construction administration and other project management services as may be needed to complete the Project. Specific responsibilities of the Commission with respect to the implementation of the

Building Program include, but are not limited to, the following (which are not necessarily presented in sequential order):

3.1.1-3.1.4 [intentionally omitted]

3.1.5 Participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient construction of the Project;

3.1.6 Engage or cause to be engaged the services of such environmental consultants as may be necessary in order to prepare bid and construction documents, monitor the Site Work and perform other services as directed by the Commission;

3.1.7 Determine the amount of relocation assistance to be paid to persons or businesses displaced as a result of the acquisition of the Sites in a manner consistent with the relocation policies of the Commission or the City and process applications for payment of such assistance;

3.1.8 Prepare, or cause to be prepared, and file real estate exemption complaints and undertake such action as may be necessary and appropriate in order to obtain the tax-exempt status of the Sites;

3.1.9 Prepare or cause to be prepared the terms and conditions of the Contract, which shall be forwarded by the Commission to the Authorized Library Representative and Authorized 2FM Representative for review and comment prior to the solicitation of bids and/or proposals for the Work upon request;

3.1.10 Solicit or cause to be solicited bids and/or proposals for the Contract and any other Work as may be required for the design and construction of the Project;

3.1.11 Engage the services of such architectural, engineering and other design and/or construction consultants as may be necessary for the completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on Exhibit D attached hereto and incorporated herein by reference. The

Commission shall assign to the City any and all such copyrights which have been conveyed to the Commission;

3.1.12 Examine all documents submitted by the City, 2FM, the Library or a Contractor and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.1.13 Obtain such surveys, title information, environmental tests and other reports and documents as may be necessary or advisable in order to determine the condition of the Sites and factors that may affect the cost of completion of the Project or the Schedule, and obtain approval of the environmental remediation plan, if required, from IEPA.

3.1.14 Determine the types and amounts of insurance and payment and performance bonds to be provided by the Contractor and the sufficiency of evidence that such coverages are in force as more fully described in Section 7.3 and Section 8.2 hereof;

3.1.15 Require and procure from the Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it in the construction of the Project prior to processing interim and final pay requests as more fully described in Section 7.4 hereof;

3.1.16 Require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City and the Commission as more fully described in Section 8.1 hereof;

3.1.17 In consultation with the Authorized Library Representative, the Authorized 2FM Representative and the Budget Director, approve any and all changes to the Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for the Project;

3.1.18 Apply the funds deposited in the Project solely to obtain the full and faithful completion of the Project in accordance with the Budget unless otherwise authorized by the Budget Director;

3.1.19 Enforce the terms and conditions of the Contract and all other agreements pertaining to the Project, consistent with the requirements thereof;

3.1.20 Avail itself of the rights and remedies in the Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the Commission to protect the best interests of the City; and

3.1.21 Provide for such additional services as may be requested in writing by the Budget Director, the Authorized 2FM Representative, or the Authorized Library Representative with respect to the Project provided that sufficient funds are available to pay the costs of such services.

3.1.22 Enforce the Standard of Performance in all Work.

3.1.23 Upon request for assistance from 2FM, serve as the primary point of contact with the Contractor to resolve any design, construction, or other Project-related issues during the Warranty Period.

3.1.24 Incorporate into each Contract the following representation and warranty:

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

3.2 The City. The Authorized Library Representative, the Authorized 2FM Representative and the Budget Director, in consultation with the Authorized Commission Representative, shall determine the nature and scope of the Project. In no event shall the Commission be obligated to pay, nor shall the Commission disburse any funds from the Project Account that exceeds the overall Budget for the Project without the written approval of the Budget Director. In consultation with the Authorized Library Representative and the Authorized 2FM Representative, the Commission may re-allocate funds among line items within the Budget which do not increase the overall Budget for the Project as more fully described in Section 9.4 hereof. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 Provide information to the Commission regarding the requirements of the Library and 2FM for the Building Program, including the design objectives, constraints and criteria, space requirements and relationships, performance and maintenance requirements, building systems, and Site requirements, with reasonable promptness in order to avoid delay in the progress of such Project;

3.2.2 Provide a preliminary Budget for the Project which shall include, without limitation, contingencies for bidding, changes during construction and other costs and, in consultation with the Authorized Commission Representative, determine the final Budget for the Project;

3.2.3 Designate the Authorized 2FM Representative and the Authorized Library Representative and their respective duly designated representatives to act on the City's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction and acceptance of the Project;

3.2.4 In consultation with the Authorized Commission Representative, the Budget Director, the Authorized Library Representative, the Authorized 2FM

Representative shall review and approve in writing all change orders that cause the cost of the Project to exceed the overall Budget for this Project;

3.2.5 [intentionally omitted]

3.2.6 Cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Sites, and execute any applications for permit or the like as may be required in order to develop and construct the Project that will be constructed on property owned by the City;

3.2.7 [intentionally omitted]; and

3.2.8 Provide such additional assistance as shall be agreed by the parties.

SECTION IV
SITE AVAILABILITY AND ACCESS

4.1 Selection and Approval of Sites. The Authorized Library Representative and the Authorized Commission Representative have reviewed the proposed location of the Project and any constraints or other factors that may affect the availability, accessibility, cost or Schedule, including but not limited to the need for the reservation or dedication of a portion of the Sites to the City for other public improvements as determined by the City.

4.2 [intentionally omitted]

4.3 Right of Entry. It is expressly acknowledged and agreed that the Commission and the City and their respective employees, consultants and the Contractor shall have the right to enter upon the Sites or portion thereof owned by the Commission or the City for purposes associated with the development and implementation of the Project and other related facilities and the completion of the Project without further authorization by the Commission or the City. Any Contractor that may enter upon the Sites for such purposes at the direction of the Commission or the City, as applicable, will be required to indemnify the Commission or the City, as applicable, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the Commission and 2FM, upon request, certificates of insurance evidencing the types and limits of

insurance as specified on Exhibit E. The Commission and the City shall be named as additional insured on all such insurance policies. The City shall cooperate with the Commission and its designated representatives in obtaining any and all approvals pertaining to the use of the Sites, and execute any applications for permit or the like as may be required in order to develop and construct the Project.

4.4 Unpermitted Encumbrances. Neither the Commission nor the Contractor nor any of their respective commissioners, officials, representatives, designees, agents, successors or assignees shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Sites.

4.5 Relocation Assistance. In the event that any persons or businesses are displaced as a result of the construction of the Project, such persons or businesses shall receive relocation assistance based upon the relocation procedures and practices of the Commission or the City as modified from time to time.

SECTION V
ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies. It shall be the responsibility of the Commission, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Sites, including obtaining a Phase I environmental audit and, if applicable, a Phase II environmental audit of the Sites. A copy of any such reports that may have been obtained by the Commission regarding the environmental condition of the Sites or the geology thereof shall be provided to the City after such report becomes available to the Commission. Neither the City nor the Commission makes any covenant, representation or warranty as to the environmental condition of the Sites or the suitability of the Sites for the Project.

5.2 Environmental Remediation. In the event that adverse environmental conditions of any of the Sites are discovered as a result of the investigation of the soil and environmental conditions that preclude the use of that Site for its intended purpose, the Commission will undertake or cause to be undertaken the remediation of such adverse environmental condition

with funds allocated in the Budget for such purpose or, where applicable, will provide an engineered barrier to such condition during construction in accordance with 35 Illinois Administrative Code 742. All environmental costs and expenses that exceed the amount allocated in the Budget for such purpose shall be subject to the prior written approval of the Budget Director. The nature and extent of such remediation will be determined by the Commission in consultation with representatives of the Library, 2FM and IEPA, if applicable. If deemed necessary by 2FM, 2FM will direct the Commission to enter the Sites into the Site Remediation Program and secure a No Further Remediation determination consistent with the future use of the Sites. In no event shall the Commission incur any cost or expense as a result of the condition of the Sites or the remediation of environmental conditions thereon in excess of the amount provided by the City. If the cost of the environmental remediation action exceeds the budgeted amount approved by the City, the Commission shall promptly notify the Budget Director and the parties shall mutually agree upon appropriate action to be taken. In the event the Commission shall have obtained title to the Sites on behalf of the City, the City or the Commission shall have the right to pursue all legal means available to recover the cost of such remediation from the former owner of the Sites.

5.3 Environmental Laws. The Commission agrees that at all times during its performance of this Agreement, it shall cause the Contractor to comply, with all "Environmental Laws." "Environmental Laws" mean any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act

(33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City's request, the Commission and/or the Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION VI
CONSTRUCTION OF THE PROJECT

6.1 Preparation of Contract Documents. The Commission shall determine whether to appoint an Architect of Record as defined above or other design entity, to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids or proposals for the construction of the Project. The Commission shall provide a copy of such design submittals to the Authorized Library Representative and the Authorized 2FM Representative for review and approval to determine compliance with the Building Program. The Library and 2FM shall use their best efforts to provide written comments to the Commission within (10) business days from the receipt of each submittal. If the Library and/or 2FM provide written comments to the Commission on the final design review submittal, such review submittal being denoted as final by the Commission, then the Commission will work diligently with the Library and 2FM to address the comments in a manner satisfactory to all parties. The Commission shall include in the Contract Documents a space for the Library and 2FM to confirm their acceptance of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the Commission shall solicit bids or proposals for the construction of the Project or portion thereof by public advertisement, or from pre-qualified contractors in consultation with the Authorized Library Representative and the Authorized 2FM Representative, as determined by the

Commission in accordance with its usual and customary procurement procedures. The Commission shall review and evaluate the bids or proposals received for the construction of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of constructing the Project in accordance with the Budget. During the bid review period, the Authorized Library Representative, the Authorized 2FM Representative and the Budget Director shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder, subject to Section 6.5 hereof.

6.3 Limited Applicability of Approval. Any approvals of the design of the Project, Site Work or the Contract Documents made by the Authorized Library Representative and/or the Authorized 2FM Representative for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality, structural soundness or the safety of the Project. It is understood and agreed that the Commission shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

6.4 Ownership of Documents. All documents, including but not limited to, all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the development and construction of the Project shall be the property of the City. The Commission shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to the Library and 2FM on behalf of the City at Final Completion of the Project.

6.5 Debarred Vendors. The Commission shall not retain for the Project any architect, consultant, contractor, materials provider or other vendor that has been debarred or otherwise disqualified from doing business with the City by its Chief Procurement Officer.

SECTION VII
ADMINISTRATION OF THE PROJECT

7.1 Enforcement of Contract. The Commission shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate and applicable, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements include, but are not limited to, accessibility standards for persons with disabilities or environmentally limited persons, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, EEO and affirmative action requirements, the Commission's Special Conditions regarding MBE and WBE participation, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

7.2 Coordination with the City. The Commission shall inform the Authorized Library Representative, the Authorized 2FM Representative, the Corporation Counsel and the Budget Director of the status of progress regarding the implementation of the Project not less frequently than on a monthly basis and, upon request, provide the Authorized 2FM Representative, the Authorized Library Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the Commission. As soon as reasonably practicable, the Commission shall provide the Authorized Library Representative, the Authorized 2FM Representative and the Budget Director with any information which may result in an exceedance of the Budget or may cause the construction of the Project to be delayed beyond the dates specified in the Schedule. The Authorized 2FM Representative and the Authorized Library Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Commission, the Contractor and others regarding the Project. In order to protect the City and the Commission from incurring additional costs as a result of unauthorized work, any requests or directions that the Authorized 2FM Representative

or the Authorized Library Representative may have with respect to the construction of the Project shall be directed to the Authorized Commission Representative and not to the Contractor. The Authorized 2FM Representative and the Authorized Library Representative, as applicable, will provide to the Commission prompt, accurate and complete information regarding the requirements of 2FM or Library, as applicable, so that the progress of the Project will not be impeded. All data provided by 2FM or the Library shall be evaluated by the Authorized Commission Representative, who shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment and Performance Bond. The Commission, as set forth in Section 3.1.14, shall determine the type and amount of payment and performance bonds required for the Project and require the Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract Documents will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the Commission. If the surety fails or is deemed by the Commission to be insufficient security for the completion of the Project, the Commission will require the Contractor to furnish an additional bond in such amount as may be determined by the Commission. Any proceeds derived by the Commission as a result of the payment and performance bond shall be credited to the Project Account and applied as agreed by the Commission and the Budget Director.

7.4 Waiver and Release of Liens. The Commission, as set forth in Section 3.1.15 shall require and procure from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving the Project. This provision shall be construed as being solely for the benefit of the Commission and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the Commission shall retain the amounts of the liens claimed by subcontractors

or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the liened funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the Commission shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the Commission a complete release of all liens, financial obligations or claims from the Contractor, subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the Commission all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amounts so refunded shall be for the benefit of the City and credited to the Project Account.

7.5 Default by Contractor. In the event that the Contractor defaults in its obligations under the Contract, the Commission shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Authorized Library Representative, the Budget Director or the Corporation Counsel and approval by the Board, the Commission shall assign any of its rights and remedies for default by the Contractor to the City.

SECTION VIII
INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the Commission for the Project shall require the Contractor to indemnify, save and hold harmless the Commission and the City, and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The Commission, as set forth in Section 3.1.14, shall require the Contractor to purchase and maintain during the implementation of the Site Work and/or the performance of the Work, the types and amounts of insurance as shall be specified by the Commission substantially in the form attached hereto as Exhibit E or as otherwise agreed to by the City's Risk Management Office. Prior to the commencement of Work on the Project, the Commission shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The City and the Commission shall be included as named insureds as their respective interests may appear on the Contractor's insurance policies. A copy of any and all such insurance certificates shall be provided by the Commission to the Authorized Library Representative and/or the Authorized 2FM Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance of the Notice of Substantial Completion as described in Section 10.4 hereof, the City shall be responsible for insuring the Sites including all improvements thereon.

SECTION IX
PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of completing the Project shall not exceed the sums specified in the final Budget for the Project. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the parties. The fee for the Commission's services for the management and administration of the Project will be fixed as a lump sum within the Budget. The Commission's fee shall not exceed three percent (3%) of the estimated construction cost of the Project (excluding acquisition) and, after being fixed in the Undertaking Budget, will neither increase nor decrease. The City shall not pay or otherwise be liable for any costs of the Project, including but not limited to the Commission's legal fees, costs and expenses, if any.

9.2 [intentionally omitted]

9.3 Payment of Project Costs. The Commission shall provide the City with a cash flow for the Project upon request. The Commission shall prepare and provide to the Budget Director, on a quarterly basis in advance, the estimated amounts that will be required to pay the cost of the Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, construction, administrative costs, contingency reserves and such other items as shall have been agreed by the parties ("Request for Payments"). Within thirty (30) days following receipt of a quarterly estimate and Request for Payment, the Budget Director shall deny or approve the Request for Payment and forward the approved Request for Payment to the Commission and CPLF at the address listed in Section 11.1 hereof, which payment shall consist of the estimated amounts required for payment of the costs of the Project during the next succeeding ninety (90) day period as such amounts may be adjusted from time to time by mutual agreement of the parties. The Commission will deposit such funds disbursed by CPLF in the Project Account to pay eligible costs of the Project, respectively, in accordance with the procedures specified in the Contract Documents for interim and final payments. Payments for professional services and other costs of the Project shall be on the basis of

invoices approved by the Commission pursuant to its usual and customary payment procedures. In the event that such Request for Payment has not been paid to the Commission within thirty (30) days following the receipt of such Request for Payment, the Commission shall have the right to suspend its performance of this Agreement until payment is received.

9.4 Reallocation of Funds; Insufficient or Excess Funds. In consultation with the Authorized Library Representative and the Authorized 2FM Representative, the Commission may re-allocate any line item in the Budget of the Project to any other cost or activity of the Project so long as the overall Budget for the Project is not exceeded. In the event that the amounts paid to the Commission by CPLF for the Project pursuant to the Project Budget, respectively, shall be insufficient to complete the construction of the Project, the Commission shall notify the Budget Director in writing and the parties shall agree in writing on any future action that may be appropriate. In no event shall the Commission be obligated to expend any funds for the Project in excess of the amounts provided by CPLF. Any balance remaining in the Project Account 90 days after the date of Final Completion for the Project shall be disbursed as directed by the Budget Director.

9.5 Value Engineering; Alternate Project Approaches. If the Commission determines during project planning, design, or construction that Value Engineering or an Alternate Project Approach is necessary to meet the Project Budget or Schedule, the Commission shall submit such Value Engineering Recommendations or Alternate Project Approaches to 2FM, the Library, and the Office of Budget and Management for approval prior to implementation.

9.6 Records; Audit. The Commission shall maintain records and accounts of all financial transactions relating to the implementation of the Project. The City shall have the right to inspect the books and records of the Commission pertaining to the Project at all reasonable times.

SECTION X
COMPLETION OF THE PROJECT

10.1 Standards for Site Work and Construction. The Commission shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement any Site Work that may be required consistent with the requirements for environmental remediation approved by the Commission in consultation with representatives of 2FM and the IEPA, and construct the Project in conformity with the Standard of Performance set forth in this Agreement and the requirements of the Contract and the Contract Documents. The Commission shall also require that the Contractor correct any deficient or defective work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("Contractor's Warranty"), the Commission shall assist the City by causing the Contractor to correct, repair or replace any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced will have the warranty period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the Commission's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the Commission will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

10.2 Completion Requirements. The Commission shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Site Work and construction of the Project including, but not limited to, the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and

maintenance data, manuals and record and "as-built" drawings, shop drawings, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon Final Completion, the Commission will cause five (5) copies of the Certificate of Final Completion issued by the Architect of Record and all other relevant documents to be delivered to 2FM. Any liquidated damages that may be assessed by the Commission against a Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the Budget Director.

10.3 Inspections. All Work and materials constituting the Project shall be inspected by the Authorized Commission Representative, the Architect of Record, the Authorized 2FM Representative, the Authorized Library Representative, and any other personnel as designated by the City. The Commission shall notify the Authorized Library Representative and the Authorized 2FM Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The Authorized Library Representative and the Authorized 2FM Representative shall have the right to attend any and all such inspections. The Commission will monitor completion of Punch List Work by the Contractor and update the Authorized Library Representative and the Authorized 2FM Representative on a periodic basis.

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect of Record, the Commission shall deliver to the Authorized Library Representative and the Authorized 2FM Representative a copy of such certificate and the Certificate of Occupancy issued by the authority having jurisdiction. Upon delivery to the Authorized Library Representative and the Authorized 2FM Representative of such certificates along with the Notice substantially in the form attached hereto as Exhibit C1, the Library and 2FM shall use best efforts to review the Certificate within ten (10) business days from receipt of the Certificate and provide a written acceptance thereof. If, however, the Library and/or 2FM contest the Certificate of Substantial Completion, the Commission and 2FM and/or the Library agree to work together with all diligence to remedy any outstanding issues to the satisfaction of

2FM and/or the Library, at which point 2FM and/or the Library will accept the Project as Substantially Complete.

10.5 Transfer of Responsibility. Within five (5) business days following acceptance by 2FM of the documents as provided in Section 10.4 above, the City shall assume responsibility for the Project from that date forward including, without limitation, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security and personnel, and insurance to a level as determined to be appropriate by the City.

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect of Record, the Commission shall deliver to the Authorized Library Representative and the Authorized 2FM Representative a Certificate of Acceptance, substantially in the form attached hereto as Exhibit C2 along with a copy of the Certificate of Final Completion issued by the Architect of Record and the final occupancy certifications by the authority having jurisdiction. The Certificate of Final Acceptance shall certify that each of the following have been completed and appropriate documentation delivered to the Library and 2FM: environmental reports; permits and licenses; shop drawings; "as-built" contract drawings; operation and maintenance manuals; training of 2FM and Library personnel; subcontractor/manufacturers warranties; QA/QC Certification of testing and start-up; commissioning (BAS, HVAC, etc.); and LEED Commissioning to USGBC. Upon delivery of such certificates by the Authorized Commission Representative to the Authorized Library Representative and the Authorized 2FM Representative, the Library and 2FM shall use best efforts to review the Certificates within (10) business days from receipt of the Certificates and provide a written acceptance thereof. If, however, the Library and/or 2FM contest the Certificates of Final Completion and Final Acceptance, the Commission and 2FM and/or the Library agree to work together with all diligence to remedy any outstanding issues to the satisfaction of 2FM and/or the Library, at which point the Commission shall submit revised

Certificates of Final Completion and Final Acceptance to 2FM and the Library for review and final approval as described previously in this paragraph.

10.7 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record, the Commission shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION XI
NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:	Budget Director Office of Management and Budget City of Chicago 121 North LaSalle Street Room 604, City Hall Chicago, Illinois 60602
And the 2FM Representative:	Commissioner Department of Fleet and Facility Management City of Chicago 30 North LaSalle Street – Suite 300 Chicago, Illinois 60602
And the Library Representative:	Commissioner Chicago Public Library City of Chicago 400 South State Street Chicago, Illinois 60605
with a copy to:	Corporation Counsel Department of Law City of Chicago 121 North LaSalle Street Room 600, City Hall Chicago, Illinois 60602

Attn: Finance and Real Estate Division

and

Chicago Public Library Foundation
20 North Michigan Avenue, Suite 520
Chicago, Illinois 60602
Attention:

and

William Miceli
325 North LaSalle Street, Suite 350
Chicago, Illinois 60654

If to the Commission:

Executive Director
Public Building Commission of Chicago
50 West Washington Street – Room 200
Chicago, Illinois 60602

with a copy to:

Neal & Leroy, LLC
203 North LaSalle Street – Suite 2300
Chicago, Illinois 60601

and

Chicago Public Library Foundation
20 North Michigan Avenue, Suite 520
Chicago, Illinois 60602
Attention:

and

William Miceli
325 North LaSalle Street, Suite 350
Chicago, Illinois 60654

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt) or upon receipt if hand delivered.

11.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION XII
MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of the Board nor any member of any agency, board, commission or department of the City nor any official or employee of the City or the Commission shall have any financial or ownership interest, direct or indirect, in the Sites or any Contract; nor shall any such member, official or employee participate in any decision which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Commission shall be personally liable for the performance of the City or the Commission of the terms and conditions of this Agreement.

12.3 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

12.4 Disclaimer. No provision of this Agreement, nor any act of the City or the Commission shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Commission.

12.5 Headings. The headings of the various sections and subsections 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 hereof.

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

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the City and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago regarding Early Childhood Learning Centers to be executed, all as of the date first written above.

CITY OF CHICAGO

By: ______________________________
Commissioner
Chicago Public Library

By: ______________________________
Commissioner
Department of Fleet and Facility Management

By: ______________________________
Budget Director
Office of Budget and Management

PUBLIC BUILDING COMMISSION OF CHICAGO

By: ______________________________
Executive Director

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

____

EXHIBIT A

THE SITES

Harold Washington Library

Early Childhood Learning Centers, Regional and Branch Library Facilities (subject to final determination by the City):
Little Village
West Pullman
Austin
Austin-Irving
Budlong Woods
Legler
Lincoln Belmont
Lincoln Park
Lozano
Sulzer Regional
Toman
Kelly
Sherman Park
South Chicago
Thurgood Marshall
West Englewood
Woodson Regional

EXHIBIT B

PROJECT BUDGET
([Early Childhood Learning Centers])

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT C-1
NOTICE OF SUBSTANTIAL COMPLETION

Date:

Name:
Commissioner
City of Chicago
Dept. of Fleet and Facility Management
30 North LaSalle Street, Suite 300
Chicago, IL 60602

Name:
Commissioner
City of Chicago
Chicago Public Library
400 South State Street
Chicago, IL 60605

Re:

Dear Commissioners:

Enclosed please find a Certificate of Substantial Completion as issued by the Architect of Record, a copy of the Punch List, along with a Certificate of Occupancy for the above-referenced Project, and a letter from the independent commissioning agent certifying that all systems are operating as designed.

The Public Building Commission is in the process of completing the remaining punch list work. Copies of all warranties, operations/maintenance manuals and as-built drawings are currently being assembled and will be transmitted to you upon Final Completion of the Project. Training of Department of Fleet and Facility Management staff has been completed, all keys have been turned over, and draft copies of warranties and operation/maintenance manuals have been provided to the 2FM building engineer.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director, Felicia Davis.

Please contact the writer at (312) _________ should you have any questions.

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc: Deputy Commissioner – 2FM AECM
Felicia Davis, Executive Director– PBC

ACCEPTED BY:

______________________________ ____________________
Commissioner, Department of Fleet and Facility Management Date

EXHIBIT C-2
CERTIFICATE OF FINAL ACCEPTANCE

Date:

Name:	Name:
Title:	Title:
City of Chicago	City of Chicago
Dept. of Fleet and Facility Management	Chicago Public Library
30 North LaSalle Street, Suite 300	400 South State Street
Chicago, IL 60602	Chicago, IL 60605

Project Name and Number: ________________

Dear ____________________:

Enclosed please find a Certificate of Final Completion as issued by the Architect of Record, along with a final occupancy certifications for the above-referenced Project.

The Public Building Commission has verified that all punch list work has been completed. Copies of all warranties, operations/maintenance manuals and as-built drawings are transmitted to you concurrently with this certificate.

Please confirm your acceptance of the Project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director, Felicia Davis.

Please contact the writer at (312) __________ should you have any questions.

Very truly yours,

Public Building Commission of Chicago

PBC Project Manager

Enclosure

cc: Deputy Commissioner – 2FM AECM
Felicia Davis, Executive Director– PBC

ACCEPTED BY:

______________________________ ____________________
Commissioner, Department of Fleet and Facility Management Date

EXHIBIT D
COPYRIGHT PROVISIONS

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed works made for hire within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 *et seq.*, and that the Commission, the City, 2FM and the Library (the City, 2FM and the Library collectively referred to in this Exhibit D as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission and the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals thereof, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the Commission and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission or by the User Agency, as applicable.

EXHIBIT E
INSURANCE REQUIREMENTS

City of Chicago
Contract Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $1,000,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than $2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an

extended reporting period of two (2) years. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing, and equipment stored off site or in transit. The Public Building Commission and the City of Chicago are to be named as additional insureds and loss payees

The Contractor is responsible for all loss or damage to Commission and/or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Railroad Protective Liability

When any work is to be done, adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the named of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission and/or City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives and the City of Chicago.

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Commission and City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2434

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for improvements and rehabilitation of Hope College Preparatory High School
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 ordinances authorizing the execution of intergovernmental agreements with the Board of Education for TIF assistance.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and 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 Hope College Preparatory High School (the "School") located at 5515 South Lowe Avenue, Chicago, Illinois 60621 (the "Property"); and

WHEREAS, the Board desires to rehabilitate the School and related improvements (the "Facility"), including the construction of new playgrounds, 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 the ordinances on March 29, 2002 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 85676 to 85904), as amended by ordinances adopted by the City Council on November 13, 2013 (published at pages 63293 through 63297 of the Journal for said date) and on May 28, 2014 (published at pages 80952 through 80955 of the Journal for said date): approving and adopting a tax increment financing redevelopment project and plan for the 47th/Halsted Redevelopment Project Area; designating the 47th/Halsted Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the 47th/Halsted Redevelopment Project Area (the aforesaid Ordinances are collectively referred to herein as the "47th/Halsted TIF Ordinances", the redevelopment plan approved by the 47th/Halsted TIF Ordinances is referred to herein as the "47th/Halsted Redevelopment Plan" and the redevelopment project area created by the 47th/Halsted TIF Ordinances, as amended, is referred to herein as the "47th/Halsted Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the 47th/Halsted 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 47th/Halsted Redevelopment Area shall be known as the "47th/Halsted Increment"); and

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

WHEREAS, the 47th/Halsted Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the 47th/Halsted Redevelopment Area; and

WHEREAS, the City desires to allocate and use a portion of the 47th/Halsted Increment in an amount not to exceed $287,000 (the "City Funds") for the Project pursuant to a proposed intergovernmental agreement between the City and the Board in substantially the form attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 of the Agreement) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 47th/Halsted Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; now, therefore,

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

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

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

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

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

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

EXHIBIT 1

AGREEMENT

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING HOPE COLLEGE PREPARATORY HIGH SCHOOL

This Intergovernmental Agreement regarding Hope College Preparatory High 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 Hope College Preparatory High School (the "School") located at 5515 South Lowe Avenue, Chicago, Illinois 60621 (the "Property"); and

WHEREAS, the Board desires to rehabilitate the School and related improvements (the "Facility"), including the construction of new playgrounds, 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 the ordinances on March 29, 2002 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 85676 to 85904), as amended by ordinances adopted by the City Council on November 13, 2013 (published at pages 63293 through 63297 of the Journal for said date) and on May 28, 2014 (published at pages 80952 through 80955 of the Journal for said date): approving and adopting a tax increment financing redevelopment project and plan for the 47th/Halsted Redevelopment Project Area; designating the 47th/Halsted Redevelopment Project Area as a tax increment financing district; and adopting tax increment financing for the 47th/Halsted Redevelopment Project Area (the aforesaid Ordinances are collectively referred to herein as the "47th/Halsted TIF Ordinances", the redevelopment plan approved by the 47th/Halsted TIF Ordinances is referred to herein as the "47th/Halsted Redevelopment Plan" and the redevelopment project area created by the 47th/Halsted TIF Ordinances, as amended, is referred to herein as the "47th/Halsted Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the 47th/Halsted 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 47th/Halsted Redevelopment Area shall be known as the "47th/Halsted Increment"); and

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

WHEREAS, the 47th/Halsted Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the 47th/Halsted Redevelopment Area; and

WHEREAS, the City desires to allocate and use a portion of the 47th/Halsted Increment in an amount not to exceed $287,000 (the "City Funds") for the Project; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 47th/Halsted 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 47th/Halsted 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 47th/Halsted 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 47th/Halsted Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the 47th/Halsted 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 47th/Halsted Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is $287,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has

identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the 47th/Halsted 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 47th/Halsted 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 47th/Halsted Redevelopment Area is no longer in effect (through and including December 31, 2026).

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 __________, 20__. 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. Bertran, Secretary

By: ______________________________

Forrest Claypool, Chief Executive Officer

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

____

Robert L. Marmer, General Counsel

AGREEMENT EXHIBIT A
FEATURES OF THE FACILITY

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

Hope College Preparatory High School shares space with KIPP Elementary School. The improvements will provide KIPP School with a play lot that offers students, their families and the community the opportunity for active play. This project supports the mayor's initiative to ensure all have access to healthy outdoor activities.

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

AGREEMENT EXHIBITS B-D
[intentionally omitted]

AGREEMENT EXHIBIT E
REQUISITION FORM

REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, _________________, ___________________ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding Hope College Preparatory High School dated __________ ___, 2016 (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
Kipp at Hope College Prep Playlot
2016-49091-NPL

Task	Project Estimate
Design	$25,000
Construction	$210,000
Environ Remediation	$15,000
Administration	$14,000
FF&E	$0
Contingencies	$23,000
Total	$287,000

AGREEMENT EXHIBIT H
PROJECT TIF-FUNDED IMPROVEMENTS

Project TIF-Funded Improvements
Kipp at Hope College Prep Playlot
2016-49091-NPL

Task	Project Estimate
Design	$25,000
Construction	$210,000
Environ Remediation	$15,000
Administration	$14,000
FF&E	$0
Contingencies	$23,000
Total	$287,000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2455

Meeting Date: 3/16/2016

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 Amundsen High School

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 ordinances authorizing the execution of intergovernmental agreements with the Board of Education for TIF assistance.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

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

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

WHEREAS, the Commission owns in trust for the Board certain real property located at 5110 North Damen Avenue in Chicago, Illinois (the "Amundsen Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated a high school (the "Amundsen Facility") known as Amundsen High School on the Amundsen Property (the Amundsen Facility has those general features described in Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the Amundsen Facility shall be known as the "Amundsen Project"); and

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

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22395 through 22522 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the Journal for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and "Adoption of Tax Increment Financing for the Western Avenue North Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan" and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, all of the Amundsen Property lies wholly within the boundaries of the Western Avenue North Redevelopment Area; and

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

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

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

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

WHEREAS, the City agrees to use the Amundsen City Funds in an amount not to exceed $760,000 to reimburse the Board for a portion of the costs of the Amundsen TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the Amundsen Project, pursuant to the terms and conditions of this Agreement; and

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

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

SECTION 1. The above recitals are incorporated here by this reference.

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

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

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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO, BY AND THROUGH
ITS DEPARTMENT OF PLANNING AND DEVELOPMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING AMUNDSEN HIGH SCHOOL

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of __________, 2016 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

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

WHEREAS, the Commission owns in trust for the Board certain real property located at 5110 North Damen Avenue in Chicago, Illinois (the "Amundsen Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated a high school (the "Amundsen Facility" or the "Facility") known as Amundsen High School on the Amundsen Property (the Amundsen Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the Amundsen Facility shall be known as the "Amundsen Project" or the "Project"); and

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

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on January 12, 2000, published at pages 22395 through 22522 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on May 17, 2000 (published at pages 31610 through 31705 of the Journal for said date): "Authorization for Approval of Tax Increment Redevelopment Plan for the Western Avenue North Redevelopment Project Area"; "Designation of Western Avenue North Redevelopment Project Area as a Tax Increment Financing District"; and "Adoption of Tax Increment Financing for the Western Avenue North Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Western Avenue North TIF Ordinances", the Redevelopment Plan approved by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Plan" and the redevelopment project area created by the Western Avenue North TIF Ordinances is referred to herein as the "Western Avenue North Redevelopment Area"); and

WHEREAS, all of the Amundsen Property lies wholly within the boundaries of the Western Avenue North Redevelopment Area; and

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

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

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

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

WHEREAS, the City agrees to use the Amundsen City Funds in an amount not to exceed $760,000 to reimburse the Board for a portion of the costs of the Amundsen TIF-Funded Improvements (as defined in Article Three, Section 3) for the Amundsen Project, pursuant to the terms and conditions of this Agreement; and

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

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

<u>Article One: Incorporation of Recitals</u>

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

<u>Article Two: The Amundsen Project</u>

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

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

Article Three: Funding

1. Upon completion of the Project, the Board shall provide the Department with a Requisition Form, in the form of Exhibit 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. Requisition for reimbursement of TIF-Funded Improvements out of the City Funds shall be made not more than four (4) times per year (or as otherwise permitted by the Department). The City shall disburse the City Funds to the Board within 45 days after the City's approval of a Requisition Form.. The Board will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements.

2. The current estimate of the cost of the Project is approximately $795,750. The Board has delivered to the Commissioner of the Department (the "Commissioner"), and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit 3. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the Facility with the available funds.

3. Attached as Exhibit 4 and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("Amundsen TIF-Funded Improvements" or "TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Western Avenue North Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit 4 as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act; (ii) qualify as eligible costs under the Western Avenue North Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

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

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

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

Article Four: Term

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

Article Five: Indemnity; Default

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

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

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

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

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

Article Six: Consent

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

Article Seven: Notice

Notice to Board shall be addressed to:

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

and

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

Notice to the City shall be addressed to:

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

and

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

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

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

Article Eight: Assignment; Binding Effect

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

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

Article Nine: Modification

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

Article Ten: Compliance With Laws

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

Article Eleven: Governing Law And Severability

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

Article Twelve: Counterparts

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

Article Thirteen: Entire Agreement

This Agreement constitutes the entire agreement between the parties.

Article Fourteen: Authority

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on __________, 201_. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-R52. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

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

Article Sixteen: Disclaimer of Relationship

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

Article Seventeen: Construction of Words

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

Article Eighteen: No Personal Liability

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

Article Nineteen: Representatives

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

For the Board:

Mary De Runtz, Deputy Chief Facilities Officer
Board of Education of the City of Chicago
42 West Madison Street, 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

EXHIBIT 1

FEATURES OF THE FACILITY

This project includes the costs associated with converting an existing computer lab into a website design training lab and existing classrooms into a standard computer lab. Project work includes providing new wireless access points and power/data for overhead projectors, improvements to classroom flooring, painting of walls and ceilings in classrooms, and new attached marker boards.

The improvements will provide Amundsen High School with upgraded computer labs to teach students gaming and web design. These labs will have enhanced functionality to support the Office of College and Career Success programs.

Project to be completed by the end of summer 2016.

EXHIBIT 2

REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, ________________, __________________ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies that with respect to that certain Intergovernmental Agreement between the Board and the City of Chicago dated __________ __, 201_ regarding Amundsen High School (the "Agreement"):

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

TOTAL: $__________________

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

$__________________

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

$__________________

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

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

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

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

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

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit 3 to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement

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

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

By: ______________________
Name: ______________________
Title: ______________________

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

____
My commission expires:_________

EXHIBIT 3

PROJECT BUDGET

Task	Project Estimate
Design	$55,000
Construction	$550,000
Environ Remediation	$40,000
Administration	$35,750
FF&E	$35,000
Contingencies	$80,000
Total	$795,750

EXHIBIT 4

PROJECT TIF-FUNDED IMPROVEMENTS

Task	Project Estimate
Design	$55,000
Construction	$550,000
Environ Remediation	$40,000
Administration	$35,750
FF&E	$0
Contingencies	$79,250
Total	$760,000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-1826

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with County of Cook, The for use of clinical office space at Roseland Health Center at 200 E 115th St
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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,

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 a Lease with The County of Cook, as tenant, for use of 10,784 square feet of clinical office space, subject to expansion include the entire building, at the Roseland Public Health Center at 200 East 115th Street, to be used as a Community Triage Center; such Lease 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:

LEASE

THIS LEASE is made and entered into this _____ day of _______, 2016, by and between **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Landlord") and **THE COUNTY OF COOK**, a body politic and corporate of the State of Illinois (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord owns the real property and improvements located at 200 East 115th Street in Chicago, Illinois, as legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is improved with the Roseland Public Health Center building (the "Building"); and

WHEREAS, the Building is a three-story structure comprised of approximately 21,953 square feet of space; and

WHEREAS, Landlord's Department of Public Health is currently utilizing approximately 11,169 square feet of space on the second and third floors of the Building as an STI Clinic, Mental Health Clinic, and administrative offices; and

WHEREAS, the remaining 10,784 square feet of space on the first floor and in the basement of the Building have no present municipal use for Landlord; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 10,784 square feet of space on the first floor and in the basement of the Building to be used by Tenant as a Community Triage Center; and

WHEREAS, as part of Tenant's behavioral health strategy across Cook County, Tenant's Community Triage Center will provide care for people with immediate health needs involving behavioral issues, including alcohol and opiate detoxification, medication stabilization, and other behavioral health services.

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

SECTION 1. GRANT

1.1 Premises. 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 10,784 square feet on the first floor and basement of the Building located at 200 East 115th Street, Chicago, Illinois (the "Premises").

1.2 Tenant's Expansion Option. Tenant shall have the option to expand to any available and unoccupied space within the Building ("Expansion Space"). If Tenant chooses to exercise this option, Landlord and Tenant shall enter into a written amendment to this Lease confirming (a) the location and square footage of the Expansion Space, and (b) the date on which occupancy of the Expansion Space commences (the "Expansion Space Commencement Date"). The term of the demise of the Expansion Space shall commence on the Expansion Space Commencement Date and expire concurrently with the Term of this Lease, as extended or earlier terminated. The Expansion Space shall be subject to all the terms and conditions of this Lease, and all references in this Lease to the "Premises" shall be deemed to include and incorporate the Expansion Space. Tenant agrees to accept any Expansion Space in its then "as is" condition, and Landlord shall not be required to make any repairs or improvements to the Expansion Space. The Expansion Space shall be added as part of the Premises for all purposes, effective as of the Expansion Space Commencement Date. If Tenant becomes the sole occupant of the Building, the "Sole Occupancy Date" shall refer to the first day of the month following the vacation of all non-Tenant occupants.

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the date of execution of this Lease ("Commencement Date"), and shall terminate on December 31, 2026, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, UTILITIES AND COMMON AREA MAINTENANCE

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 Lease of any kind or nature. Such other payments are sometimes referred to herein as "Additional Rent."

3.2 Utilities and Common Area Expenses.

(a) Utilities. Except as otherwise provided in Section 10 below, prior to the Sole Occupancy Date, Landlord shall be responsible for providing and paying for all utilities, including water, gas, electricity, heat, air conditioning, power, sewage, telephone and other communication services, trash removal, and all other services and utilities furnished to or for the benefit of the Building, unless the same are separately metered or supplied to the Premises, in which case Tenant shall pay such metered utility bills directly to the applicable utility company as the bills become due and payable. Tenant shall reimburse Landlord a proportionate share of such utility charges in accordance with

Section 3.2(c) below, and such proportionate share shall be deemed Additional Rent hereunder.

(b) Common Areas. Except as otherwise provided in Section 10 below, prior to the Sole Occupancy Date, Landlord shall maintain in good repair, reasonable wear and tear and casualty excepted, the outer walls, roof, downspouts, gutters and basic structural elements and Common Areas (as hereinafter defined) of the Building and Property. Landlord shall make all necessary repairs to the HVAC, electrical, plumbing and other building systems providing service jointly to the Premises and other portions of the Building. With respect to the Common Areas, Landlord shall regularly mow any grass, remove weeds and perform general landscape maintenance; provide all necessary custodial and security services; provide and maintain required smoke detectors, fire extinguishers and carbon monoxide detectors; remove snow and ice from the parking lot and from all sidewalks abutting the Property; and maintain and repair the parking lot. The term "Common Areas" shall refer to all areas designed for common use or benefit within the Building and on the Property, including without limitation, landscaped and vacant areas, driveways, walks, curbs, parking areas (exclusive of any parking areas designated or to be designated by Landlord for the exclusive use of other tenants), halls, corridors, stairways and bathrooms. The Common Areas shall not include commercial areas intended for renting as the same shall exist from time to time. Tenant shall reimburse Landlord a proportionate share of such Common Area maintenance expenses in accordance with Section 3.2(c) below, and such proportionate share shall be deemed Additional Rent hereunder.

(c) Tenant's Proportionate Share of Expenses. Tenant's proportionate share shall mean the number of rentable square feet in the Premises divided by the number of rentable square feet in the Building. The parties agree that Tenant's proportionate share as of the date hereof is 49%. If the rentable area of the Premises is changed by Tenant's leasing of additional space hereunder or for any other reason, Tenant's proportionate share shall be adjusted accordingly.

(d) Payment. As soon as reasonably possible after the end of each calendar year prior to the Sole Occupancy Date, Landlord shall furnish to Tenant a statement of the utility charges incurred by Landlord under Section 3.2(a) and the Common Area maintenances expenses incurred by Landlord under Section 3.2(b) (collectively, "Operating Costs") for the previous calendar year, including a statement of Tenant's share of such amount. Within thirty (30) days thereafter, Tenant shall pay to Landlord Tenant's share of Operating Costs. Tenant's share of Operating Costs for the years in which the Lease commences and terminates shall be prorated based upon the dates of commencement and termination of the Term. Payments for any partial calendar month shall be prorated.

3.3 Tenant's Assumption of Responsibility for Utilities and Common Areas. From and after the Sole Occupancy Date through the expiration of the Term, Tenant shall assume full responsibility for providing and paying for all utilities and Common Area maintenance as delineated in Section 3.2 above. Landlord shall not have any responsibility for providing, delivering, or paying for any utilities or maintenance to the Building or the Property after the Sole Occupancy Date.

3.4 Taxes. In the event that real estate taxes or Leasehold taxes are ever assessed against the Building and/or Premises as a result of Tenant's tenancy, Tenant shall pay when due any such real estate or leasehold taxes assessed or levied on the Premises without reimbursement or other setoff from Landlord. Tenant acknowledges that real estate taxes or leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises at least one year after Tenant vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement.

3.5 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 to pursue any other remedies available to Landlord.

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

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

4.3 Duty to Maintain Premises and Right of Access. 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 Lease 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 Use of the Premises. Tenant shall only use the Premises as a Community Triage Center. 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.

4.5 Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease. Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions and or improvements. Any additions and improvements to the Premises shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. The Parties agree that in the event Tenant incurs material expenses in excess of $50,000 for such alterations, additions and improvements to the Premises or to remove or abate hazardous substances on the Premises, including but not limited to asbestos, the Landlord agrees to waive its right to terminate this Lease for a period of five (5) years from the date of completion of such alterations, additions, improvements or removal or abatement of hazardous substances. Notwithstanding the waiver of Landlord's termination right, Landlord shall have a right to terminate this Lease if Tenant completely vacates the Premises and does not notify Landlord of its intent to re-occupy said Premises in accordance with Section 9.10.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof, without Landlord's prior written consent. No assignment or sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease.

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 INDEMNIFICATION

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. If Tenant elects not to self-insure, Tenant shall procure and maintain, at Tenant's own expense (or at the expense of such service providers, as applicable), at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Lease. Tenant shall also require any service provider to procure and maintain the same type and amounts of insurance that is required of Tenant. 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 Lease, 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 an additional insured under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured'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 Lease, 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. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

(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 or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant, whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others 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.

The Tenant shall be responsible for all 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 Lease, 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 Lease. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. 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 Lease and the Landlord retains the right to terminate or suspend the Lease until proper evidence of insurance is provided.

The Tenant shall provide for 60 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 grants to the Landlord a waiver of 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. 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 Lease 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 to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

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

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.

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 Lease.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

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), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

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 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 of Chicago.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2027. During any holdover period all provisions of this Lease shall remain in full force and effect.

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

With a copy to:

City of Chicago
Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60605

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:

Cook County
Attn: Director of Real Estate
Dept. of Real Estate Management
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

With a copy to:

Cook County Health & Hospital Systems
Attn: Director of Project Mgmt. & Operational Excellence
1900 W. Polk Street, Suite 211 A
Chicago, IL 60612

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

9.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

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

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

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

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

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease 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 Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of

Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease without prepayment or penalty by providing each other with One-Hundred Twenty (120) days prior written notice any time after execution of this Lease subject to the provisions of Section 4.5 herein.

9.11 Force Majeure. When a period of time is provided in this Lease 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.

9.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

9.13 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease 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 sixty (60) days. If Tenant does not cure such default within sixty (60) days, Landlord may cancel this Lease with thirty (30) days written notice.

9.14 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. No rental payments or other obligations due to Landlord hereunder shall ever be provided to any brokers, tenant representatives, landlord representatives, or other finders.

9.15 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease including, but not limited to, leasehold expansion. 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 Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

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

9.17 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

SECTION 10. TENANT'S SPECIFIC MAINTENANCE OBLIGATIONS.

In addition to the maintenance obligations set forth in Sections 3 and 4 hereof and elsewhere in this Lease, Tenant shall have the following specific maintenance obligations:

10.1 Custodial Service. Tenant shall, at all times, provide and pay for custodial services to keep the Premises clean and free of debris. Tenant shall provide and pay for any exterminator service for the Premises whenever such services are reasonably necessary.

10.3 Scavenger/Dumpster Service. Tenant shall provide and pay for its own scavenger/dumpster service.

10.4 Security Service. Tenant is responsible for properly securing the Premises at all times.

10.5 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall, at all times, provide and maintain required smoke detectors, fire extinguishers and carbon monoxide detectors in the Premises.

10.6 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises and from the rear portion of the lot abutting the alley.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF TENANT

11.1 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance on the Premises. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away or consumed on the Premises.

11.2 Hazardous Materials. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. As used in this Lease, 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.

11.3 Licensing and 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. Landlord's Department of Fleet and Facility Management and Department of Public Health must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

11.4 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.5 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious activities.

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

11.7 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.8 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

THE CITY OF CHICAGO,
a 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: DEPARTMENT OF LAW

By:________________________________
Deputy Corporation Counsel, Real Estate Division

TENANT:

COUNTY OF COOK,
a Body of Corporate and Politic of the State of Illinois

By:________________________________
President, Cook County Board of Commissioners

By:________________________________
County Clerk

By:________________________________
County Comptroller

APPROVED AS TO FORM:

By:________________________________
Assistant States Attorney

COOK COUNTY HEALTH AND HOSPITAL SYSTEM

By:________________________________
Chief Executive Officer

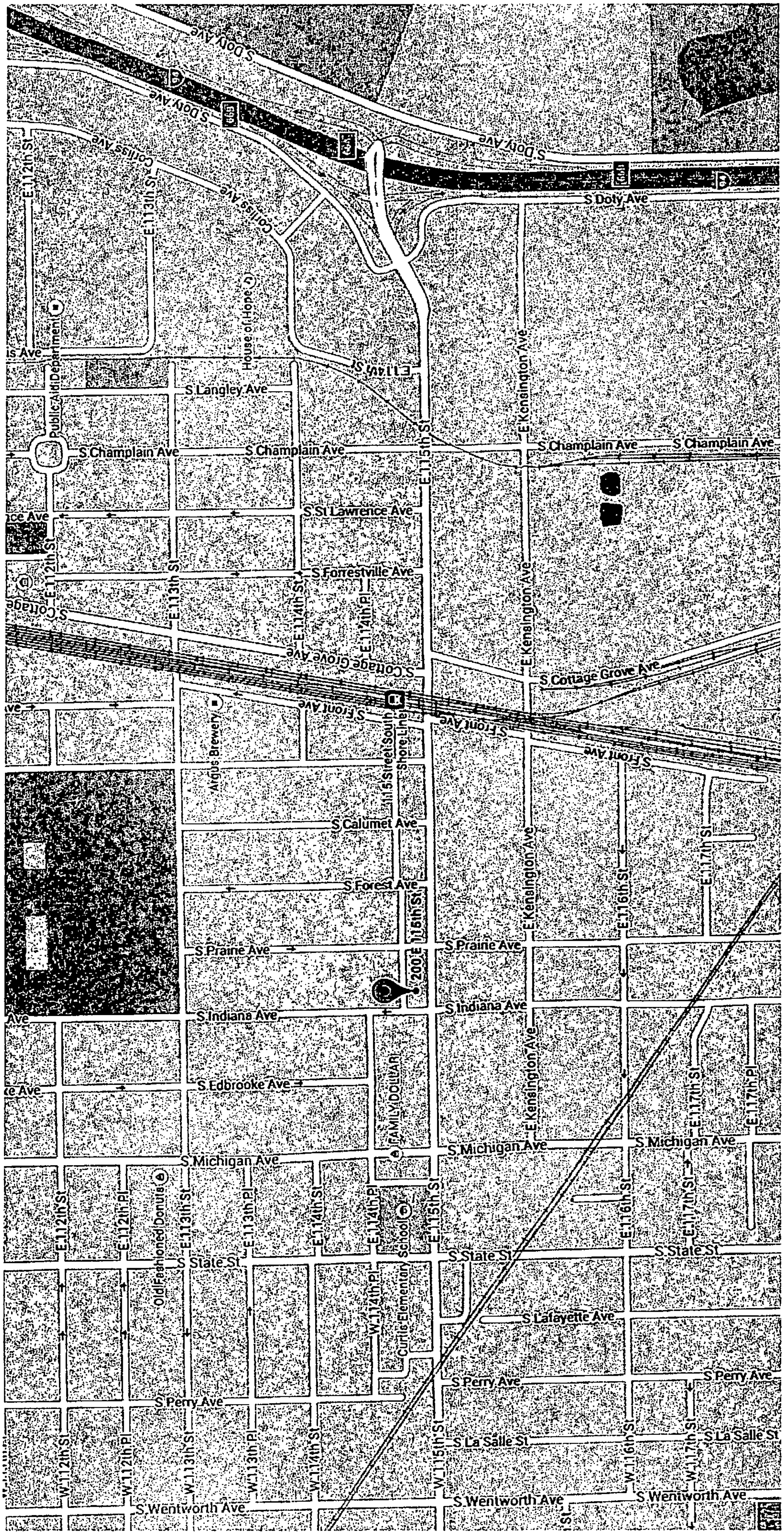
EXHIBIT A

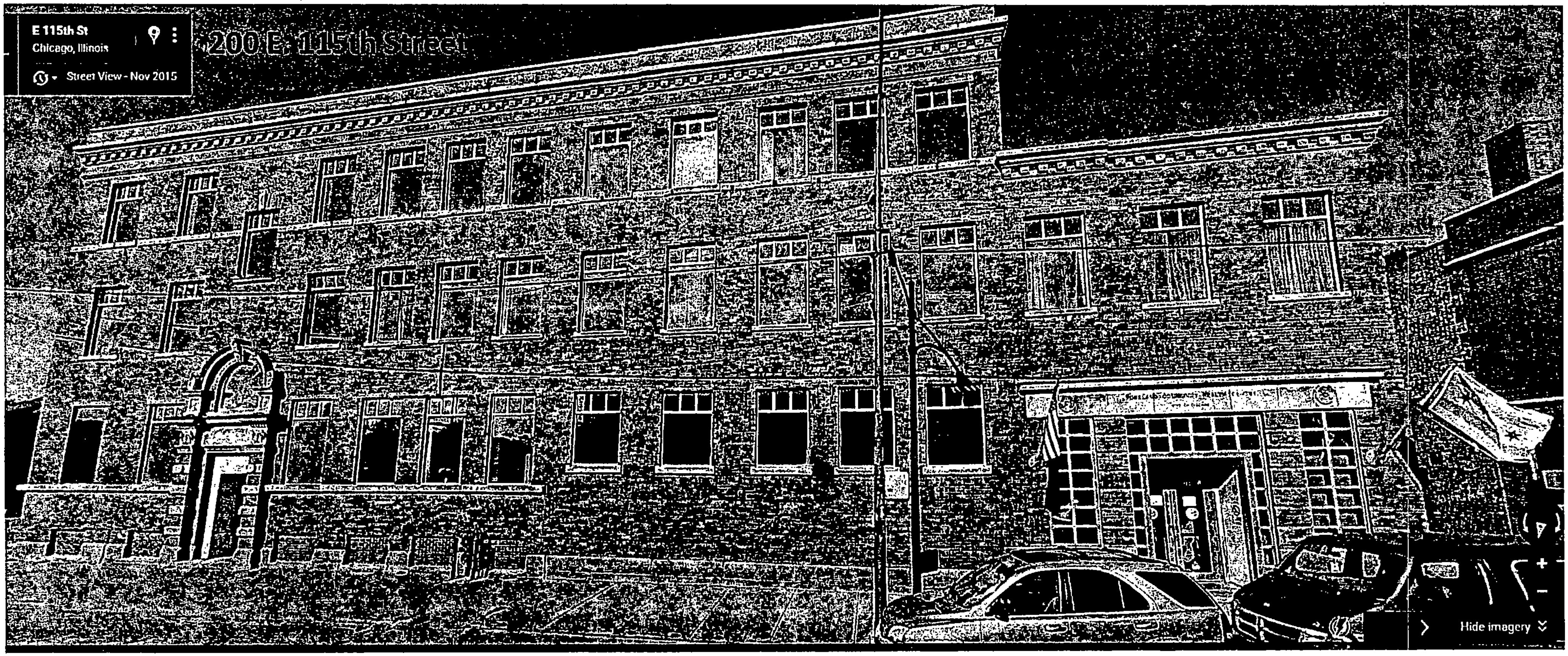
LEGAL DESCRIPTION OF PROPERTY

LOTS 5, 4, AND THE WESTERN 8.34 FEET OF LOT 3 IN BLOCK 2 IN THE RESUBDIVISION OF LOTS 19 & 20 IN BLOCK 3 AND ALL OF BLOCK 4 IN WILLIAM C. WOODS' FIRST PALMER PARK ADDITION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 25-22-120-001
Address: 200 East 115th Street

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


S Doty Ave
Corliss Ave
E 112th St
E 113th St
House of Hope
E 114th St
Public Aid Department
S Langley Ave
S Champlain Ave
S St Lawrence Ave
S Forrestville Ave
E Kensington Ave
E 115th St
S Cottage Grove Ave
S Front Ave
Argus Brewery
115 Street South
Shore Line
S Calumet Ave
S Forest Ave
S Prairie Ave
S Indiana Ave
E 116th St
E 117th St
E 117th Pl
S Edbrooke Ave
FAMILY DOLLAR
S Michigan Ave
Old Fashioned Donuts
E 112th Pl
E 113th Pl
E 114th Pl
Curtis Elementary School
S State St
S Lafayette Ave
S Perry Ave
S La Salle St
W 112th St
W 112th Pl
W 113th St
W 113th Pl
W 114th St
W 114th Pl
W 115th St
W 116th St
W 117th St
S Wentworth Ave


E 115th St
Chicago, Illinois
Street View - Nov 2015
200 E. 115th Street
Hide imagery

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-1839

Meeting Date: 3/16/2016

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Lease agreement with County of Cook, The for use of clinical office space of West Town Neighborhood Health Center at 2418 W Division St by Cook County Department of Corrections

Committee(s) Assignment: Committee on Housing and Real Estate

HSG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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,

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 a Lease with The County of Cook, as tenant, for use of 730 square feet of clinical office space, located on the first floor of the West Town Neighborhood Health Center at 2418 West Division Street, to be used by the Cook County Department of Corrections for the provision of mental health services to ex-offenders; such Lease 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:

LEASE

THIS LEASE is made and entered into this _____ day of______, 2016, by and between **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Landlord") and **THE COUNTY OF COOK**, a body politic and corporate of the state of Illinois (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord owns the real property and improvements located at 2418 West Division Street in Chicago, Illinois, PINs 16-01-229-014 through -017, 16-01-229-030 through -034, 16-01-229-040, and 16-01-229-046 through -050 (the "Property"); and

WHEREAS, the Property is improved with the West Town Neighborhood Health Center building (the "Building"); and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 730 square feet of space on the first floor of the Building (the "Premises"), as depicted on Exhibit A attached hereto, to use as a mental health clinic operated by the Cook County Department of Corrections.

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

SECTION 1. GRANT

1.1 Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the date of execution of this Lease ("Commencement Date"), and shall terminate on December 31, 2026 unless sooner terminated as set forth in this Lease.

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.

3.2 Taxes and Utilities. Landlord shall pay when due all real estate taxes, duties, assessments, gas, electricity, sewer, and water charges and other levies assessed against the Premises. Subject to Landlord's approval and at Tenant's cost, Tenant may supplement the existing telephone or other communication services to the Premises.

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

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

4.3 Maintenance of Premises and Right of Access. Landlord shall take reasonable efforts to maintain the Premises in a 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 the maintenance of the Premises. Landlord shall be responsible for resolving building code violations, if any, issued on the Premises. In the event such building code violations were caused by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs to correct the building code violations subject to reimbursement from Tenant. 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, including making best efforts to limit it's access to the Premises to regular business hours.

4.4 Use of the Premises. Tenant shall use the Premises as a mental health clinic operated by the Cook County Department of Corrections. Tenant shall not allow any other use at the Premises without Landlord's prior written consent. 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.

4.4 Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease. Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions and or improvements. Any additions and improvements to the Premises shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

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 INDEMNIFICATION

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, or cause to be procured and maintained by any service providers operating at the Premises, at Tenant's own expense (or at the expense of such service providers, as applicable), at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Lease. 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 Lease, 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 an additional insured under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured'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 Lease, 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. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

(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 or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant, whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others 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.

The Tenant shall be responsible for all 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 Lease, 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 Lease. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the Lease provisions regarding insurance. 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 Lease and the Landlord retains the right to terminate or suspend the Lease until proper evidence of insurance is provided.

The Tenant shall provide for 60 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 grants to the Landlord a waiver of 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. 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 Lease 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 to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

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

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.

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 Lease.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

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), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

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 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 of Chicago.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2027. During any holdover period all provisions of this Lease shall remain in full force and effect.

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

With a copy to:

City of Chicago
Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60605

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:

Cook County
Attn: Director of Real Estate
Dept. of Real Estate Management
69 West Washington Street, Suite 3000
Chicago, Illinois 60602

With a copy to:

Cook County Department of Corrections
Attn: Executive Director
2700 S. California Avenue
Chicago, IL 60608

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

9.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

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

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

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

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

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease 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 Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease without prepayment or penalty by providing each other with One-Hundred Twenty (120) days prior written notice any time after execution of this Lease.

9.11 Force Majeure. When a period of time is provided in this Lease 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.

9.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

9.13 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease 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 sixty (60) days. If Tenant does not cure such default within sixty (60) days, Landlord may terminate this Lease with thirty (30) days written notice.

9.14 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, tenant representative, or other finder (a) introduced Tenant to Landlord,

(b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that Landlord does not use brokers, landlord representatives, or other finder. No rental payments or other obligations due to Landlord hereunder shall ever be provided to any brokers, tenant representatives, landlord representatives, or other finders.

9.15 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease including, but not limited to, leasehold expansion. 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 Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

9.16 Access to Parking Lot. Tenant shall have non-exclusive access to the Building's parking lot 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 parking lot.

9.17 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF TENANT

10.1 Custodial Service. Tenant shall provide and pay for custodial services for the Premises, which shall be construed as keeping the Premises clean and free of debris.

10.2 Telecommunications Services. Tenant shall separately contract for, and pay when due all charges for, telephone or other communication services at the Premises.

10.3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises; is illegal; or increases the rate of insurance on the Premises. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away or consumed on the Premises.

10.4 Hazardous Materials. Tenant shall not use or store any Hazardous Substances (defined below) on the Premises. Tenant shall promptly notify the Landlord if Tenant discovers any Hazardous Substances on the Premises. As used in this Lease, 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.

10.5 Licensing and 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. Landlord's Department of Fleet and Facility Management and Department of Public Health must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Lease.

10.6 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

10.7 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious activities.

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

10.9 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

10.10 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

LANDLORD:

THE CITY OF CHICAGO,
a 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: DEPARTMENT OF LAW

By:____________________________
Deputy Corporation Counsel, Real Estate Division

TENANT:

COUNTY OF COOK,
a Body of Corporate and Politic of the State of Illinois

By:________________________________
President, Cook County Board of Commissioners

By:________________________________
County Clerk

By:________________________________
County Comptroller

APPROVED AS TO FORM:

By:________________________________
Assistant States Attorney

COOK COUNTY DEPARTMENT OF CORRECTIONS

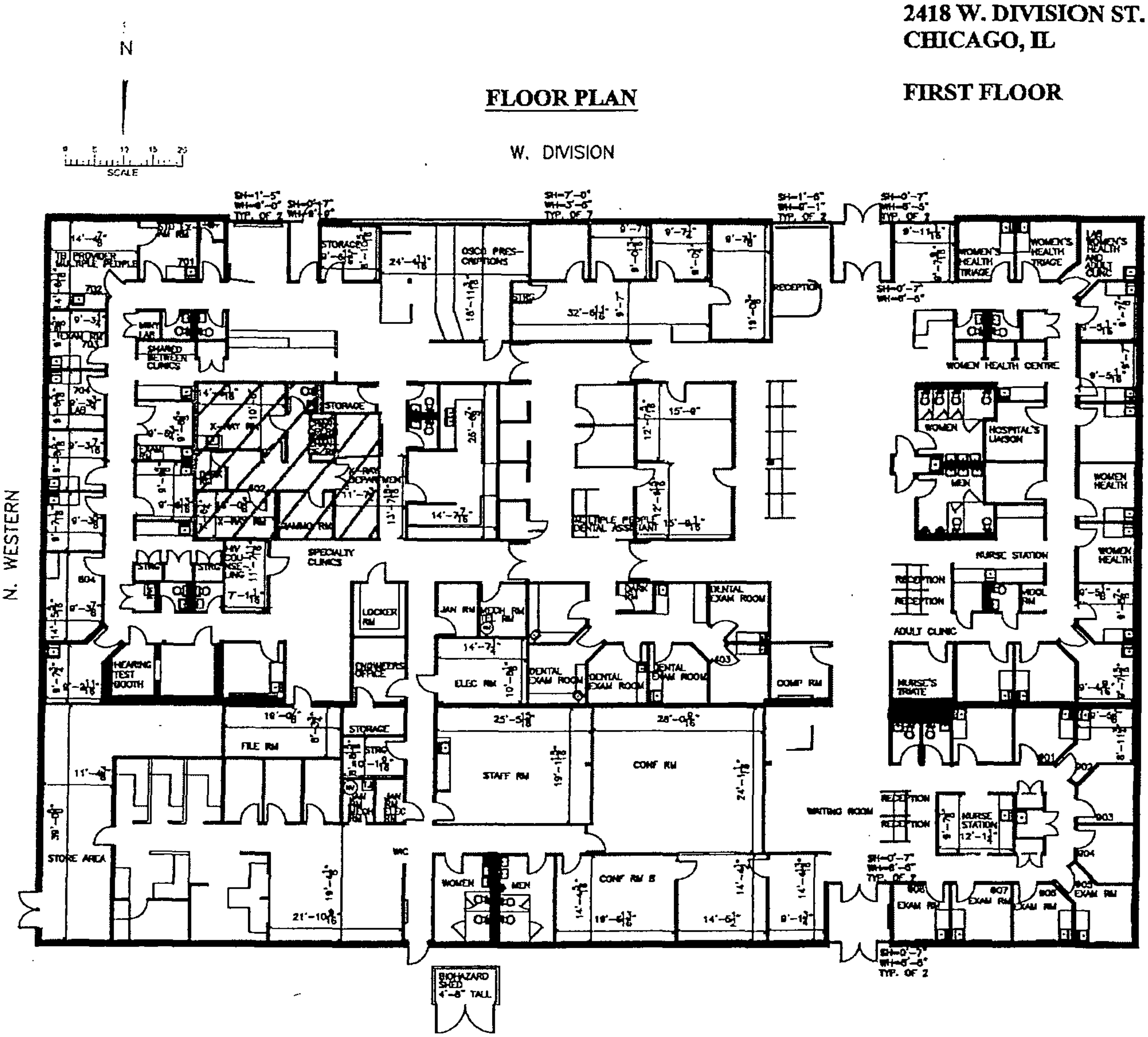
By:________________________________
Executive Director

EXHIBIT A
The Premises

2418 W. DIVISION ST.
CHICAGO, IL

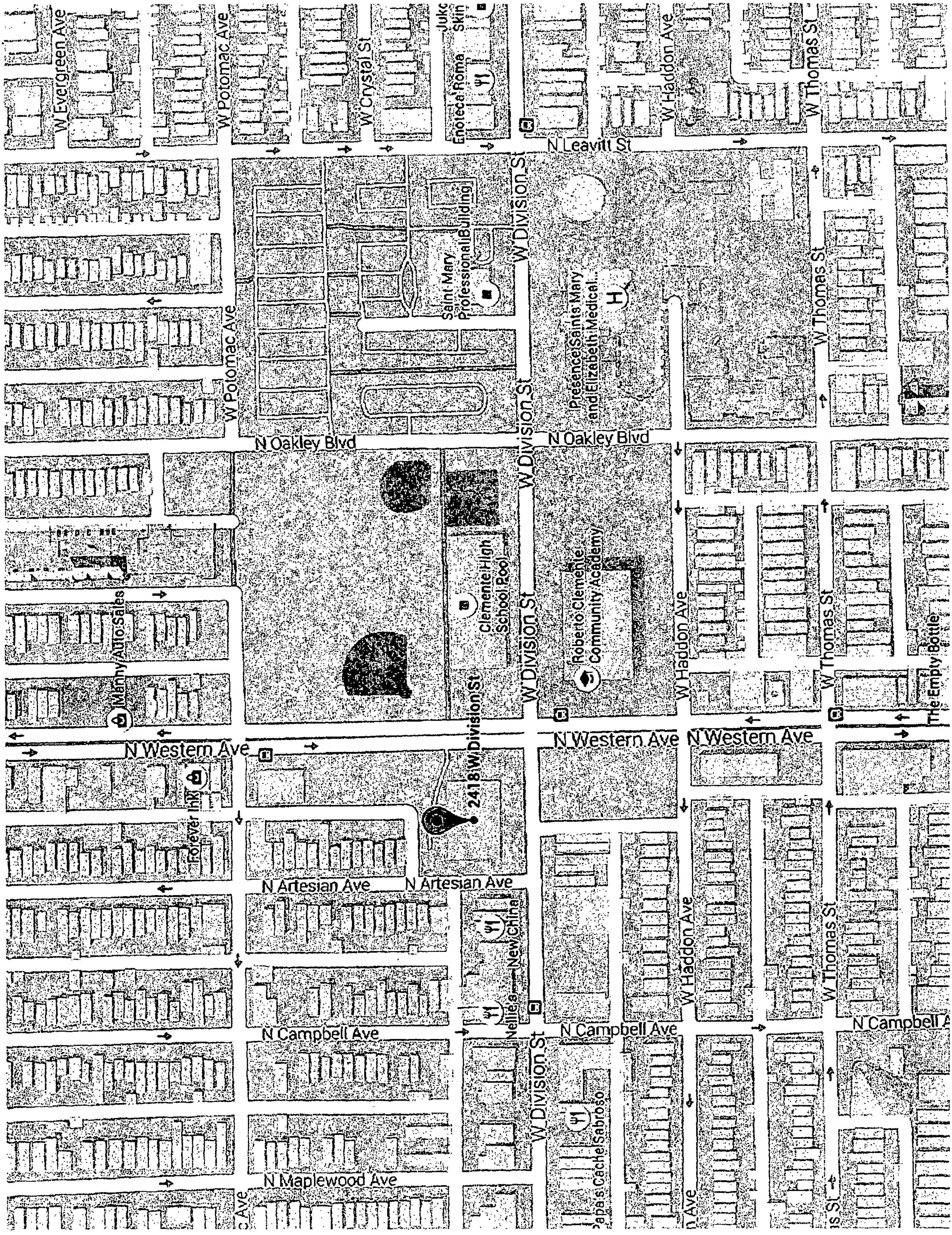
FIRST FLOOR

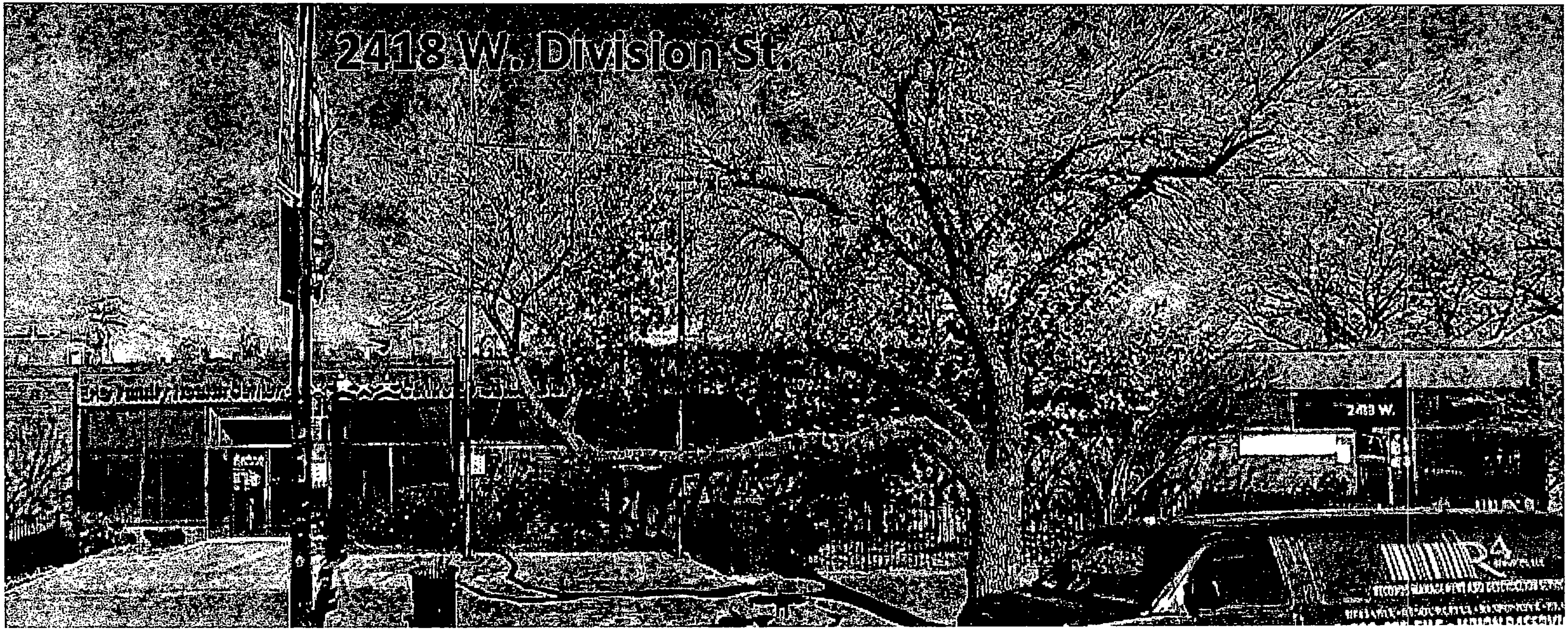
FLOOR PLAN



2418 W. Division Street
Lease No. 20331

<u>**SECTION 2**</u>: This Ordinance shall be effective from and after the date of its passage and approval.


W Evergreen Ave
W Potomac Ave
W Crystal St
Enoteca Roma
W Haddon Ave
W Thomas St
N Leavitt St
W Division St
Saint Mary Professional Building
Presence Saints Mary and Elizabeth Medical...
N Oakley Blvd
Clemente High School Pool
Roberto Clemente Community Academy
Manny Auto Sales
The Empty Bottle
N Western Ave
2418 W Division St
Forever InK
N Artesian Ave
New China
Nellie's
N Campbell Ave
Papa's Cache Sabroso
N Maplewood Ave


2418 W. Division St.

City of Chicago

A2016-17

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Avdulla Hotza as member of Special Service Area No. 3, Southwest Business Growth Area Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have appointed Avdulla Hotza as a member of Special Service Area No. 3, the Southwest Business Growth Area Commission, effective immediately, for the remainder of the current term that will expire on July 28, 2016, followed by a full three-year term to expire July 28, 2019, to succeed William W. Jackson, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

City of Chicago

A2016-19

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Andrea L. Yao as member of the Board of Local Improvements
Committee(s) Assignment:	Committee on Transportation and Public Way

Trans.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have appointed Andrea L. Yao as a member of the Board of Local Improvements for a term effective immediately, to succeed Frank Pauley, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-21

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Nicholas J. Delgado as member of Community Development Commission
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

F- COU
C. NS

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have appointed Nicholas J. Delgado as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2017, to complete the unexpired term of Omar A. Duque, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-22

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Dwight Curtis as member of Community Development Commission
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

Econ
CAP

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have appointed Dwight Curtis as a member of the Community Development Commission for a term effective July 1, 2016 and expiring February 26, 2021, to succeed Marina Carrott, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-23

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Mae C. Whiteside as member of Community Development Commission
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

ECon
&
CAP

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have appointed Mae C. Whiteside as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2018, to complete the unexpired term of Lynda A. Olander.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2016-1648

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Annual Appropriation Ordinance Year 2016 amendment within Fund No. 925 for Department of Family and Support Services and Department of Planning and Development
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

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

WHEREAS, the City through its Department of Family and Support Services has been awarded additional private grant funds in the amount of $206,000 by the Cities for Financial Empowerment Fund, Inc. which shall be used for the Summer Jobs Connect Program; and

WHEREAS, the City through its Department of Planning and Development has been awarded additional federal grant funds in the amount of $507,000 by the United States Department of Housing and Urban Development which shall be used for the HOME Investment Partnerships Program; now, therefore,

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

SECTION 1. The sum of $713,000 not previously appropriated, representing new grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2016. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

EXHIBIT A

AMENDMENT TO THE 2016 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
	ESTIMATE OF GRANT REVENUE FOR 2016		
	Awards from Agencies of the Federal Government	$1,257,514,000	$1,258,021,000
	Awards from Public and Private Sources	28,438,000	28,644,000
	925 - Grant Funds		

Dept #, Dept and Grant Name		STRIKE AMOUNT 2016 Anticipated Grant	ADD AMOUNT 2016 Anticipated Grant	STRIKE AMOUNT (2016 TOTAL) Includes anticipated carryover	ADD AMOUNT (2016 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2016 Total)	ADD AMOUNT (2016 Total)
50	**Department of Family and Support Services:**						
	Summer Jobs Connect	$ 760,000	$ 966,000			$ 760,000	$ 966,000
54	**Department of Planning and Development:**						
	HOME Investment Partnerships	14,866,000	15,373,000			14,866,000	15,373,000

S Finance\Monroe\2016 925 ordinances\03-16-2016 ord.doc

City of Chicago

O2016-1599

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 2-102-075 regarding exercise of home rule powers in relation to special assessment proceedings
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending Chapter 2-102 of the Municipal Code regarding special assessment allowances.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. Section 2-102-075 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-102-075 Exercise of home rule powers in relation to special assessment proceedings.

Pursuant to the City's home rule powers, as provided by Article VII, Section 6 of the 1970 Illinois Constitution, any proceeding under the provisions of the Local Improvement Act, 65 ILCS 5/9-2-1, et seq. and the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460/1, et seq. may be initiated and may proceed in accordance with the following:

(a) Notwithstanding 65 ILCS 5/9-2-9, ~~as amended,~~ the following provisions shall apply to the proceeding:

"The proposed local improvement may consist of the acquisition of the necessary interests in real property and the construction of any public improvement or any combination of public improvements, including, but not limited to, streets, storm sewers, water mains, sanitary sewers, sidewalks, walkways, bike paths, parks, landscaping, recreation areas, lighting improvements, signage improvements, vehicular parking improvements, any additional improvements necessary to provide access to the public improvements and all necessary appurtenances, in a local <u>contiguous</u> area pursuant to a single special assessment project, provided that in assessing each lot, block, tract and parcel of property, the commissioner so assessing shall take into consideration whether each lot, block, tract or parcel is benefitted by all or only some of the improvements combined into the single special assessment project. For purposes hereof, a local <u>contiguous</u> area shall be defined as an area in which all of the lots, blocks, tracts or parcels located within the boundaries thereof will be benefitted by one or more of the proposed improvements. The fact that more than one improvement is being constructed as part of a single special assessment project shall not be grounds for an objection by an assessee to the special assessment proceeding in court."

<u>For purposes of special assessment proceedings undertaken by the City, the term "local contiguous area," as used in this subsection and in the Local Improvement Act, shall include an area in which one or more portions thereof are connected to the other portion or portions thereof by the full width of, or half the width of, a dedicated right-of-way, provided said right-of-way will be improved as part of the special assessment.</u>

<u>(a-5) For purposes of special assessment proceedings undertaken by the City, the term "contiguous property," as used in the Local Improvement Act, shall include an area in which one or more portions thereof are connected to the other portion or portions thereof by the full width of, or half the width of, a dedicated right-of-way, provided said right-of-way will be improved as part of the special assessment.</u>

(b) Notwithstanding 65 ILCS 5/9-2-62, ~~as amended,~~ the following provisions shall apply <u>to the proceeding</u>:

"No special assessment or special tax shall be levied for any local improvement until the City, or another unit of local government pursuant to an intergovernmental agreement between the City and said other unit of local government, has obtained, or has entered into a binding contractual agreement to obtain, an appropriate permanent interest in the land necessary therefor, as determined by the City. An appropriate permanent interest in the land necessary for a local improvement shall include, but shall not be limited to, fee title, a permanent easement, an easement which converts to fee title after the passage of a specific period of time, a dedication, a limited dedication of air rights at a specific height above ground level, or any combination thereof."

(c) Notwithstanding 50 ILCS 460/55, ~~as amended,~~ the following provisions shall apply to the proceeding:

"In the event that the county clerk does not agree to mail such bills, or in the event that the City declines to request the county clerk to mail said bills, the City still may bill the annual amount due as of January 2nd in two even installments to become due on or about the due dates for the real estate tax bills issued by the county clerk during the year in which such January 2nd date occurs, thus deferring to later dates in said year the obligation to pay the assessment installment."

(d) The following provisions shall apply to special assessment proceedings undertaken by the City, as a substitute for and in lieu of the provisions of 65 ILCS 5/9-2-139:

"The estimate of cost of the improvement, and the ordinance providing for the prescribed assessment, may provide that a certain sum, not to exceed six percent (6%) of the amount of the assessment, shall be applied toward the payment of the specified and other costs of making, levying and collecting the assessment, and may also provide an item setting forth a reserve for deficiency in interest not to exceed six percent (6%) of the amount of the assessment. The foregoing limitation shall not apply to the costs of engineering, inspection and testing connected with any local improvement, but these costs, in their entirety, may be included in the estimate of cost of the improvement to be defrayed by the special assessment."

~~(d)~~(e) In addition, the City Council may on a case by case basis, provide for further amendments to the application of other provisions of the Local Improvement Act, 65 ILCS 5/9-2-1, et seq. and the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460/1, et seq. to City proceedings that are necessary in order to facilitate a specific special assessment project. Any such further amendments shall be specifically set forth in the ordinance authorizing the specific special assessment project.

In the event of a conflict between the language of the Local Improvement Act, 65 ILCS 5/9-2-1, et seq. and/or the Special Assessment Supplemental Bond and Procedures Act, 50 ILCS 460/1, et seq. with the foregoing, the foregoing provisions shall prevail.

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

City of Chicago

O2016-1703

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor) Ramirez-Rosa (35) Santiago (31) Waguespack (32) Mell (33) Austin (34)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 7-12-420 requiring removal of pet waste from private property
Committee(s) Assignment:	Committee on Health and Environmental Protection

Health

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Streets and Sanitation, I transmit herewith, together with Aldermen Ramirez-Rosa, Santiago, Waguespack, Mell and Austin, an ordinance amending Chapter 7-12 of the Municipal Code regarding pet waste.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, The number of rodent-related complaints entered in the City's 311 system has steadily increased in recent years – from 32,855 in 2014 to 36,425 in 2015; and

WHEREAS, The number of rodent-related complaints has continued to rise in the year 2016, maintaining a pace to reach roughly 50,000 by the end of the year; and

WHEREAS, The pest control company Orkin named Chicago the #1 "rattiest" city in the nation in 2013 and 2014, as determined by the number of rodent treatments done by the company in each year; and

WHEREAS, One of rodents' main food sources in the City is the pet excrement they find in alleys, yards, and front lawns; and

WHEREAS, One of the City's most effective methods of combating rodents is containerization – because residents receiving City garbage service are given heavy duty plastic carts with tight fitting lids to contain garbage, they are able to cut off one of the main sources of food in an urban rat's diet; now therefore,

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

SECTION 1. Section 7-12-420 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

7-12-420 Removal of excrement.

No person shall appear with a pet upon the public ways or within public places or upon the property of another, absent that person's consent, without some means for the removal of excrement; nor shall any such person fail to remove any excrement deposited by such pet. Feces from pets deposited upon any private property must be collected and removed daily by the property's owner or agent, by bagging and placing them in a City-issued or other rodent-resistant lidded waste container. This section shall not apply to a blind person while walking his or her guide dog.

Any person found to have been in violation of this section shall be fined not less than $50.00 nor more than $500.00 for each offense.

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

Carlos Ramirez-Rosa

Carlos Ramirez-Rosa, 35th Ward Alderman

Alderman Proco Joe Moreno, 1st Ward

Alderman Brian Hopkins, 2nd Ward

Alderman Pat Dowell, 3rd Ward

Alderman Will Burns, 4th Ward

Alderman Leslie Hairston, 5th Ward

Alderman Roderick Sawyer, 6th Ward

Alderman Gregory I. Mitchell, 7th Ward

Alderman Michelle Harris, 8th Ward

Alderman Anthony Beale, 9th Ward

Alderman Susan Sadlowski Garza, 10th Ward

Alderman Patrick D. Thompson, 11th Ward

Alderman George A. Cardenas, 12th Ward

Alderman Marty Quinn, 13th Ward

Alderman Edward M. Burke, 14th Ward

Alderman Raymond Lopez, 15th Ward

Alderman Toni Foulkes, 16th Ward

Alderman David Moore, 17th Ward

Alderman Derrick Curtis, 18th Ward

Alderman Matt O'Shea, 19th Ward

Alderman Willie B. Cochran, 20th Ward

Alderman Howard B. Brookins, Jr., 21st Ward

Alderman Ricardo Muñoz, 22nd Ward

Alderman Michael Zalewski, 23rd Ward

Alderman Michael Scott, Jr., 24th Ward

Alderman Daniel S. Solis, 25th Ward

Alderman Roberto Maldonado, 26th Ward

Alderman Walter Burnett, Jr., 27th Ward

Alderman Jason Ervin, 28th Ward

Alderman Christopher Taliaferro, 29th Ward

Alderman Ariel E. Reboyras, 30th Ward

Alderman Milly Santiago, 31st Ward

Scott Waguespack 32

Alderman Scott Waguespack, 32nd Ward

Alderman Deborah L. Mell, 33rd Ward

Carrie M. Austin

Alderman Carrie M. Austin, 34th Ward

City of Chicago

O2016-2461

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Board of Education of Chicago property at 9101 S Jeffery Blvd.
Committee(s) Assignment:	Committee on Housing and Real Estate

H5G.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, the Board is the owner of real estate generally located at 9101 S. Jeffrey Boulevard Chicago, Illinois, which consists of approximately 34,400 square feet legally described on Exhibit A, attached hereto ("Property"); and

WHEREAS, the Property was the former Davis Developmental School which relocated to a new school building at 104th Street and South Wentworth;

WHEREAS, former Davis Developmental School located on the Property is no longer used by or needed by the Board because the school has relocated; and

WHEREAS, pursuant to Resolution Number 16-0127-0P1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is not needed for its school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire the Property from the Board for a public purpose; and

WHEREAS, the Public Building Commission of Chicago holds title to the Property for the Board and pursuant to Resolution 16-0127-OP1 has been directed by the Board to convey the Property to the City, now therefore; and

Be It Ordained by the City Council of the City of Chicago.'

Section 1. The Commissioner of the Department of Planning and Development is authorized to accept a deed conveying the Property described on Exhibit A to the City of Chicago.

Section 2. The Board shall be released and discharged from any future responsibility or liability with respect to the Property's structural, physical or environmental condition.

Section 3. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

PROPERTY ADDRESS:

9101 S. JEFFREY BOULEVARD

LEGAL DESCRIPTION:

LOTS 38 TO 40 INCLUSIVE IN BLOCK 8 IN SOUTH EAST GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

(FORMER DAVIS DEVELOPMENTAL SCHOOL PROPERTY)

PINS:

25-01-400-064 AND 065

City of Chicago

O2016-2472

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Board of Education of Chicago property at 7530 S South South Shore Dr
Committee(s) Assignment:	Committee on Housing and Real Estate

456

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, the Board is the owner of real estate generally located at 7530 S. South Shore Drive Chicago, Illinois, which consists of approximately 87,700 square feet legally described on Exhibit A, attached hereto ("Property"); and

WHEREAS, the Property was the former Powell School which relocated to a new school building at 7511 S. South Shore Drive;

WHEREAS, former Powell School located on the Property is no longer used by or needed by the Board because Powell School has relocated; and

WHEREAS, pursuant to Resolution Number 16-0127-0P1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is not needed for its school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire the Property from the Board for a public purpose; and

WHEREAS, the Public Building Commission of Chicago holds title to the Property for the Board and pursuant to Resolution 16-0127-OP1 has been directed by the Board to convey the Property to the City, now therefore; and

Be It Ordained by the City Council of the City of Chicago.'

Section 1. The Commissioner of the Department of Planning and Development is authorized to accept a deed conveying the Property described on Exhibit A to the City of Chicago.

Section 2. The Board shall be released and discharged from any future responsibility or liability with respect to the Property's structural, physical or environmental condition.

Section 3. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

PROPERTY ADDRESS:

7530 S. South Shore Drive

LEGAL DESCRIPTION:

(FORMER POWELL ELEMENTARY SCHOOL PROPERTY)

LOTS 60, 61, 64, AND 65 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127, AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO:

THE SOUTH 1/2 OF LOT 65 (EXCEPT THE EAST 80 FEET OF THE SOUTH 25 FEET OF SAID LOT 65) IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, REG 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

21-30-201-020, 21-30-201-028 THROUGH AND INCLUDING 21-30-201-036 AND 048 AND 049

City of Chicago

O2016-2483

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Board of Educatiion of Chicago property at 1345 N Rockwell St
Committee(s) Assignment:	Committee on Housing and Real Estate

456

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, the Board is the owner of real estate located at 1345 N. Rockwell Avenue Chicago, Illinois, which consists of a 22,100 square foot site improved with a 14,000 square foot, closed school building which is comprised of two (2) parcels (such parcels, "Parcel A" and "Parcel B") and legally described on Exhibit A, attached hereto ("Property"); and

WHEREAS, title to Parcel A of the Property is currently held by the City, as Trustee, in Trust for the Use of Schools, and title to Parcel B of the Property is currently held by the Public Building Commission of Chicago ("PBC") for the Board; and

WHEREAS, the school building on the Property closed in 2013 and is no longer needed for school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire the Property from the Board for future redevelopment or for another public purpose; and

WHEREAS, pursuant to Resolution Number 16-0127-0P1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is not needed for school purposes and authorized the City and the PBC to convey the Property to the City, now therefore;

Be It Ordained by the City Council of the City of Chicago.'

Section 1. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, and accept a deed conveying all rights of the City in Trust for the Use of Schools in and to Parcel A to the City of Chicago.

Section 2. The Commissioner of the Department of Planning and Development is authorized to accept a deed from the PBC conveying Parcel B described on Exhibit A to the City of Chicago.

Section 3. The Board shall be released and discharged from any future responsibility or liability with respect to the Property's structural, physical or environmental condition.

Section 4. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

PROPERTY ADDRESS:

1345 NORTH ROCKWELL AVENUE CHICAGO, ILLINOIS

LEGAL DESCRIPTION:

PARCEL A (TITLE HELD BY THE CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS)

LOT 39 IN BLOCK 4 IN WINSLOW AND JACOBSON SUBDIVISIONOF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY , ILLINOIS

PIN: 16-01-218-009-0000

PARCEL B (TITLE HELD BY THE PUBLIC BUILDING COMMISSION OF CHICAGO FBO CHICAGO BOARD OF EDUCATION)

LOTS 40 TO 46 BOTH INCLUSIVE IN BLOCK 4 IN WINSLOW AND JACOBSON SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY , ILLINOIS

PIN: 16-01-218-003-0000 TO AND INCLUDING PIN: 16-01-218-008-0000

FORMER VON HUMBOLDT CHILD PARENT CENTER - ANNEX

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2504

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of deed reconveying property at 25 W 113th Pl., 12326 S Parnell Ave., 12333 S Parnell Ave and 12423 S Eggleston Ave from Board of Education of Chicago
Committee(s) Assignment:	Committee on Housing and Real Estate

456

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, in 2002, the City conveyed the property legally described on Exhibit A attached hereto ("Property") to the Board for use in connection with the Metcalfe and McCosh Schools and ; and

WHEREAS, title to the Property is currently held by the City, as Trustee, in Trust for the Use of Schools pursuant to Section 105 ILCS 5/34-20 of the School Code; and

WHEREAS, pursuant to Resolution Number 16-0127-OP1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is no longer needed for school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire and accept the reconveyance of the Property from the Board, now therefore,

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

Section 1. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest and accept, a deed reconveying to the City of Chicago all rights of the City in Trust for the Use of Schools in and to the Property described on A.

Section 2. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

PROPERTY ADDRESS, LEGAL DESCRIPTION AND PIN:

Insert Legal description, address and PINs for:

12423 S. Eggleston Avenue: 25-28-315-004-0000

12333 S. Parnell Avenue: 25-28-305-019-0000

12326 S. Parnell Avenue: 25-28-304-030-0000

25 W. 113th Place: 25-21-223-034-0000

12423 S. Eggleston Avenue: 25-28-315-004-0000

Lot 4 in Block 1 in Hurd and Andrews Subdivision of Lots 5 and 6 of Andrews Subdivision of the East ½ of the Southwest 1/4 and the Southeast fractional 1/4 North of Indian Boundary Line of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, (except the North 33 feet of said Lot 5) in Cook County, Illinois (commonly known as 12423 South Eggleston Avenue, Permanent Index No. 25-28-315-004).

12326 S. Parnell Avenue: 25-28-304-030-0000

Lot 41 in Block 4 in Harvey B. Hurd's Addition to West Pullman, being a Subdivision of Lots 4 and 5 in Andrew's Subdivision of the East ½ of the Southwest 1/4 and of the Southeast fractional 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, North of the Indian Boundary line, as per Plat recorded January 26, 1895 in Book 61 of Plats, page 42 as document #2166510, in Cook County, Illinois (commonly known as 12326 South Parnell Avenue, Permanent Tax No. 25-28-304-030).

12333 S. Parnell Avenue: 25-28-305-019-0000

Lot 19 in Block 3 in Harvey E. Hurd's Addition to West Pullman Subdivision of Lots 4 and 5 in Andrew's Subdivision of the East ½ of the Southwest ¼ of the Southeast fractional 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 12333 South Parnell Avenue, Permanent Tax No. 25-28-305-019).

25 W. 113th Place: 25-21-223-034-0000

The East 1/2 of Lot 44, Lots 45 to 50, and Lot 51 (Except the East 10 Feet) in the Resubdivision of Block 6 in the First Addition to Pullman, a Subdivision of the East 775.5 Feet of the East 1/2 of the Northeast 1/4 of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian, (Except that Part Shown as Occupied by the Chicago and Wisconsin Illinois Railroad), in Cook County, Illinois.

City of Chicago

O2016-2505

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Deed réconveying property at 7034 S Princeton Ave from Board OF Education of Chicago
Committee(s) Assignment:	Committee on Housing and Real Estate

456

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, on December 2, 1998, the City conveyed the property legally described on Exhibit A attached hereto ("Property") to the Board for use in connection with the Yale School Campus Park; and

WHEREAS, title to the Property is currently held by the City, as Trustee, in Trust for the Use of Schools pursuant to Section 105 ILCS 5/34-20 of the School Code; and

WHEREAS, pursuant to Resolution Number 16-0127-OP1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is no longer needed for school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire and accept the reconveyance of the Property from the Board, now therefore,

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

Section 1. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest and accept, a deed reconveying to the City of Chicago all rights of the City in Trust for the Use of Schools in and to the Property described on A.

Section 2. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

LEGAL DESCRIPTION:

Lot 1 in Maloney's Subdivision of Lots 1 and 2 (except the south 33 feet thereof) in Block 12 in Normal School Subdivision of the west half of the southeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS:

7034 S. Princeton, Chicago, Illinois

PIN:

20-21-420-031-0000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2507

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Board of Education of Chicago property at 3813 S Dearborn St
Committee(s) Assignment:	Committee on Housing and Real Estate

456.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, the Board is the owner of real estate located at 3813 S. Dearborn Street Chicago, Illinois, which consists of approximately 3.65 acres legally described on Exhibit A, attached hereto ("Property"); and

WHEREAS, the school building on the Property closed in 2008 and is no longer needed for school purposes; and

WHEREAS, pursuant to Resolution Number 16-0127-0P1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is not needed for school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the City desires to acquire the Property from the Board for future redevelopment or for another public purpose; and

WHEREAS, the Public Building Commission of Chicago holds title to the Property for the Board and pursuant to Resolution 16-0127-OP1 has been directed by the Board to convey the Property to the City, now therefore; and

Be It Ordained by the City Council of the City of Chicago.'

Section 1. The Commissioner of the Department of Planning and Development is authorized to accept a deed conveying the Property described on Exhibit A to the City of Chicago.

Section 2. The Board shall be released and discharged from any future responsibility or liability with respect to the Property's structural, physical or environmental condition.

Section 3. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(subject to final title commitment and survey)

PROPERTY ADDRESS:

3813 S. DEARBORN, CHICAGO, ILLINOIS

LEGAL DESCRIPTION:

LOTS 1 TO 48, IN BLOCK 6 IN SCAMMONS SUBDIVISION OF BLOCK 32 OF THAT PART LYING EAST OF CHICAGO AND ROCK ISLAND AND PACIFIC RAILROAD OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND VACATED ALLEY AND PART OF VACATED WEST 38TH STREET.

PARCEL 2:
VACATED NORTH AND SOUTH 16 FOOT ALLEY LYING WEST AND ADJOINING WEST LINE OF LOTS 1 TO 24 AND LYING EAST AND ADJOINING EAST LINE OF LOTS 25 TO 48 IN BLOCK 6 AFORESAID;

PARCEL 3:
THE SOUTH 33 FEET OF VACATED 38TH STREET NORTH AND ADJOINING PARCELS 1 AND 2 IN COOK COUNTY, ILLINOIS.

PIN: 17-33-421-047 AND 048

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2526

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acceptance of Board of Education of Chicago property at 11625 S Oakley Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

456

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 acceptance of property from the Board of Education and property transfers on its behalf.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the 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. (the "School Code"); and

WHEREAS, the Board is the owner of real estate located at 11625 South Oakley Avenue Chicago, Illinois, which consists of approximately 7.34 acres of green open space and legally described on Exhibit A, attached hereto ("Property"); and

WHEREAS, title to the Property is currently held by the City, as Trustee, in Trust for the Use of Schools pursuant to Section 105 ILCS 5/34-20 of the School Code; and

WHEREAS, the Chicago Park District is a body corporate and politic, organized under and existing pursuant to the Chicago Park District Act, 70 ILCS 1505/1, et. seq. (the "Chicago Park District Act"); and

WHEREAS, pursuant to Resolution Number 16-0127-0P1 adopted by the Board by a vote of not less than two-thirds of its full membership at its meeting on January 27, 2016 the Board determined that the Property described on Exhibit A is not needed for school purposes; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/.01 ("LGPTA") authorizes municipalities to convey, grant, or transfer real estate held by one municipality to another municipality upon the agreement of the their corporate authorities;

WHEREAS, pursuant to the LGPTA the Chicago Park District desires to acquire the Property for open space, recreational and park purposes and has agreed by Chicago Park District Ordinance Number 16-2514-0309 dated March 9, 2016, to accept and use the Property for said purposes; and

WHEREAS, the Board and the Park District request that the City, as Trustee, convey the Property to the Chicago Park District for open space, recreational and park purposes; subject to the terms below, now therefore,

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

Section 1. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a deed conveying to the Chicago Park District all rights of the City in Trust for the Use of Schools in and to the Property described on A.

Section 2. The conveyance of the Property is subject to the condition that the Property is to be used for open space, recreational and park purposes. In the event the Property is not used for these purposes, the Board may re-enter the Property and title shall revest in Grantor. The Property shall be conveyed in "as is" condition. The Board and City shall be released and discharged from any future responsibility or liability with respect to the Property's physical or environmental condition.

Section 3. This Ordinance shall take effect upon its passage and approval.

EXHIBIT A

(Subject to final title commitment and survey)

PROPERTY ADDRESS:

11625 SOUTH OAKLEY AVENUE, CHICAGO, ILLINOIS

LEGAL DESCRIPTION:

LOTS 1 THROUGH 30 IN WALKER'S RESUBDIVISION OF BLOCKS A, B AND D IN RESUBDIVISION OF BLOCKS A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V AND LOTS 1 TO 10 INCLUSIVE, AND LOTS 17 TO 24, INCLUSIVE, IN BLOCKS G; LOTS 1 TO 17, INCLUSIVE AND 24 TO 32, INCLUSIVE, IN BLOCK 11, ALL IN MORGAN PARK WASHINGTON HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14 WEST OF PROSPECT AVENUE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-19-309-001-0000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2016-18

Meeting Date: 3/16/2016

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Charlotte A. Walters-Trezzo as member of Special Area No. 19, Howard Street Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have reappointed Charlotte A. Walters-Trezzo as a member of Special Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2016-20

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	3/16/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Jorge J. Perez and Roxanne M. Ward as members of Community Development Commission
Committee(s) Assignment:	Committee on Economic, Capital and Technology Development

Econ + Cap

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 2016

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

Ladies and Gentlemen:

I have reappointed Jorge J. Perez and Roxanne M. Ward as members of the Community Development Commission for terms effective immediately and expiring February 26, 2021.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2016-2210

Meeting Date: 3/16/2016

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment of previously passed ordinance for property at 31st and Sacramento Ave

Committee(s) Assignment: Committee on Housing and Real Estate

HSG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16, 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 amending a previously passed ordinance conferring purchasing authority at 31 South Sacramento.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, since about 1914 the City has leased ("Lease") from the Metropolitan Water Reclamation District of Greater Chicago, a body politic and political organization existing under the laws of the State of Illinois ("MWRD"), approximately 4.35 acres (189,486 square feet) of land at 31st and Sacramento Avenue, Chicago, Illinois ("Property"). The Departments of Fleet and Facility Management, Transportation, Fire, Water Management, and OEMC currently utilize the Property for various City operations. The Property is legally described on **Exhibit A** attached hereto; and

WHEREAS, the Property is owned by the MWRD; and

WHEREAS, pursuant to an ordinance ("Original Ordinance") adopted by the City Council on January 21, 2015 and published at pages 101780 through 101784 in the Journal of Proceedings of the City Council of such date, attached hereto as **Exhibit B** and made a part hereof, the Commissioner of the City's Department of Fleet and Facility Management ("Fleet") was authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase agreement ("Purchase Agreement") for the Property for the Purchase Price, subject to the terms and conditions of the Term Sheet, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Term Sheet to consummate the City's purchase of the Property and to accept a deed to the Property; and

WHEREAS, since the passage of the Original Ordinance the MWRD has requested that the Purchase Agreement include a provision that provides for the City's indemnification of the MWRD for claims arising and caused by the City's tenancy on the Property since 1914; and

WHEREAS, since the passage of the Original Ordinance the MWRD has requested that the City grant MWRD a ten (10) foot easement ("Easement), as depicted on the Alta Survey attached hereto as **Exhibit C** and made a part hereof, on the Property to be acquired by the City to allow MWRD access to the Collateral Channel ("Collateral Channel") directly west of the Property, subject to the Department of Transportation's continued access to the Collateral Channel to allow for all City vessels' day-to-day operations, including but not limited to, ingress and egress movement from the Collateral Channel, the Department of Transportation's continued access to and use of an adjacent overhead crane, and non-interference with day-to-day City operations; and

WHEREAS, MWRD shall be required to maintain the Easement at the sole cost and expense of MWRD; and

WHEREAS, the City and MWRD seek to amend the Original Ordinance to provides for the City's indemnification of the MWRD for claims arising and caused by the City's tenancy on the Property since 1914, and to allow for the City's acquisition of the Property subject to the Easement; now, therefore,

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

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

SECTION 2. The amendment to the Original Ordinance providing for the City's indemnification of the MWRD for claims arising and caused by the City's tenancy on the Property since 1914, and to allow for the City's acquisition of the Property subject to the Easement, is hereby approved.

SECTION 3. The Commissioner of the Department of Fleet and Facility Management ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase agreement for the Property for the Purchase Price, subject to the terms and conditions of the Term Sheet, including the indemnification of the MWRD for claims arising and caused by the City's tenancy on the Property since 1914, and such other supporting documents, including the grant of the Easement, as may be necessary or appropriate to carry out and comply with the provisions of the Term Sheet, the Original Ordinance, and this ordinance amending the Original Ordinance, to consummate the City's purchase of the Property and to accept a deed to the Property.

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

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

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

EXHIBIT A
LEGAL DESCRIPTION
(Subject to Final Title and Survey)

THAT PART OF LOT NINETEEN (19), OF THE SANI TARY DISTRICT TRUSTEE'S SUB-DIVISION OF RIGHT OF WAY FROM NORTH AND SOUTH CENTER LINE OF SECTION THIRTY (30), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WILL COUNTY LINE, LYING EAST OF THE COLLATERAL CHANNEL AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT TA POINT IN THE WEST LINE OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER, OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN ONE HUNDRED SEVENTY-SEVEN AND NINETY-THREE HUNDREDTHS (177.93) FEET NORTH OF THE SOUTHWEST CORNER THEREOF THENCE NORTHEASTERLY TO A POINT IN THE EAST LINE OF SAID WEST HALF (1/2) OF THE EAST HALF OF THE NORTHWESTE QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) TWO HUNDRED FIFTY THREE AND NINETY-SIX HUNDREDTS (253.96) FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF (1/2) OF THE EAST HALF OF THE NORTHWEST QUARTER (1/4) OF SAID NORTHWEST QUARTER (1/4), CONTIANING FOUR AND THIRTY-FIVE HUNDREDTHS (4.35) ACRES MORE OR LESS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

Property Index Numbers:	16-36-100-058-8001 16-36-100-058-8002 16-36-100-058-8003
Common Address:	31st and Sacramento Avenue, Chicago, Illinois

EXHIBIT B

Copy of January 21, 2015 Original Ordinance
(Attached)

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Pope, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Pope moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is currently leasing from the Metropolitan Water Reclamation District of Greater Chicago, a body politic and political organization existing under the laws of the State of Illinois ("MWRD"), approximately 4.35 acres (189,486 square feet) of land at West 31st Street and South Sacramento Avenue, Chicago, Illinois ("Property"). The Departments of Fleet and Facility Management, CDOT, Fire, Water and OEMC currently utilize the Property for various City operations. The Property is legally described on Exhibit A attached hereto; and

WHEREAS, The Property is owned by the MWRD; and

WHEREAS, The City has determined, declared, and found that it is useful, desirable and necessary for the City of Chicago to acquire the Property for public purpose; and

WHEREAS, Pursuant to Section 2-51-050(d) of the Municipal Code, the Commissioner of the Department of Fleet and Facility Management is authorized to undertake negotiations for the purchase of the Property, subject to the approval of the purchase price by the City Council; and

WHEREAS, The MWRD, retained Appraisal Associates, William J. Enright, an Illinois State certified general real estate appraiser, had the Property appraised (the "Appraisal"). The amount of the Appraisal is One Million Two Hundred Fifty Thousand and no/100 Dollars ($1,250,000.00); and

WHEREAS, The Department of Fleet and Facility Management has negotiated a purchase price for the Property in the amount of One Million Two Hundred Fifty Thousand and no/100 Dollars ($1,250,000.00) ("Purchase Price") and further has negotiated the principal business terms applicable to the City's purchase of the Property as set forth in the term sheet attached hereto as Exhibit B ("Term Sheet"); and

WHEREAS, The City, acting by and through the Department of Fleet and Facility Management, desires to purchase the Property from the MWRD for the Purchase Price and pursuant to the terms of the Term Sheet; now, therefore,

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

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

SECTION 2. The City's purchase of the Property from the MWRD for the Purchase Price of One Million Two Hundred Fifty Thousand and no/100 Dollars ($1,250,000.00), is hereby approved, subject to the terms and conditions set forth in the Term Sheet.

SECTION 3. The Commissioner of the Department of Fleet and Facility Management ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase agreement for the Property for the Purchase Price, subject to the terms and conditions of the Term Sheet, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Term Sheet to consummate the City's purchase of the Property and to accept a deed to the Property.

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

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

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

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description.

(Subject To Final Title And Survey)

That part of Lot 19 of the Sanitary District Trustees' Subdivision of the right-of-way from north and south centerline of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to the Will County Line, lying east of the Collateral Channel and lying north of a line described as follows:

beginning at a point in the west line of the west half of the east half of the northwest quarter, of the northwest quarter of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian 177.93 feet north of the southwest corner thereof; thence northeasterly to a point in the east line of said west half of the east half of the northwest quarter of the northwest quarter 253.96 feet north of the southeast corner of said west half of the east half of the northwest quarter of said northwest quarter, containing 4.35 acres, more or less, situated in the County of Cook, State of Illinois.

Common Address:

West 31st Street and South Sacramento Avenue
Chicago, Illinois.

Property Index Numbers:

16-36-100-058-8001;

16-36-100-058-8002; and

16-36-100-058-8003.

Exhibit "B".

Term Sheet For The Purchase Of
W. 31st St. And S. Sacramento Ave., Chicago, Illinois.

Property Owner:	Metropolitan Water Reclamation District.
Purchaser:	City of Chicago, by and through its Department of Fleet and Facility Management.

Agreement:	Purchase of Property shall be subject to a purchase agreement negotiated between the City and MWRD. The City shall purchase the Property in its "as is" condition free and clear of all tenancies.
Purchase Price:	One Million Two Hundred Fifty Thousand and no/100 Dollars ($1,250,000.00), plus closing costs and expenses, to be paid on the closing date by cash or certified check.
Closing Date:	Closing to occur at a date mutually agreed to by the parties.
Purpose and Use of Property:	City is currently using the Property as a multi-departmental operation complex with the Departments of Fleet and Facility Management, Fire, Water, CDOT and OEMC operating on site, the City anticipates that such use will continue.
Title Insurance:	Not less than 10 days prior to the closing date, the MWRD shall deliver to the City of Chicago, as purchaser, a commitment for title insurance, at the MWRD's expense, in the amount of the purchase price showing marketable title in the MWRD.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 21, 2015.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which were referred three ordinances by the Department of Planning and Development authorizing the sale of City-owned properties at various locations (10^{th}, 16^{th} and 22^{nd} Wards), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

<u>EXHIBIT C</u>

ALTA SURVEY

(Attached)

ALTA / ASCM Land Title Survey

P.I.N 16-36-100-058-8001
16-36-100-058-8002

THAT PART OF LOT 19 OF THE SANITARY DISTRICT TRUSTEE'S SUBDIVISION OF RIGHT OF WAY FROM NORTH AND SOUTH CENTER LINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WILL COUNTY LINE, LYING EAST OF THE COLLATERAL CHANNEL AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE WEST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN 177.93 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID WEST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼, 253.96 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼, CONTAINING 4.35 ACRES MORE LESS, IN COOK COUNTY, ILLINOIS