City of Chicago
Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
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Legislation Referred to Committees at the Chicago City Council Meeting
5/28/2014
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental				
1	O2014-4211	Intergovernmental agreement with Chicago Board of Education for provison of Tax Increment Financing (TIF) assistance for rehabilitation of Genevieve Melody Elementary School	Emanuel (Mayor)	Finance
2	O2014-4215	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for rehabilitation of George W. Tilton Elementary School	Emanuel (Mayor)	Finance
3	O2014-4220	Intergovernmental agreement with Chicago Board of Education for provision of Tax Increment Financing (TIF) assistance for rehabilitation of Spencer Technology Academy	Emanuel (Mayor)	Finance
4	O2014-4248	Intergovernmental agreement with Board of Trustees of University of Illinois for use building space at 641 W 63rd St	Emanuel (Mayor)	Housing
5	O2014-4750	Intergovernmental agreement with Chicago Park District regarding Tax Increment Finance (TIF) assistance for rehabilitation and improvements to Welles Park	Emanuel (Mayor)	Finance
6	O2014-4761	Intergovernmental agreement with Chicago Park District for conveyance of City-owned property at 8917-8919 S Dauphin Ave for incorporation into Lorraine Dixon Park	Emanuel (Mayor)	Housing
7	O2014-4829	Intergovernmental agreement with Chicago Park District for provision of Tax Increment Financing (TIF) asistance for construction and operation of skate park at southwest corner of Grant Park	Emanuel (Mayor)	Finance
Agreement(s) - Lease				
8	O2014-4249	Lease agreement with Chicago Park District for use of property at 6871 W Belden Ave	Emanuel (Mayor)	Housing
Appointment(s)				
9	A2014-61	Appointment of Bonnnie Dinell-Dimond as member of Special Service Area No. 5, Commercial Avenue Commission	Emanuel (Mayor)	Finance
10	A2014-63	Appointment of Kearby J. Kaiser as member of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor)	Finance

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	File #	Title	Sponsor(s)	Committee Referral
11	A2014-66	Appointment of Daiva Kamberos and Jose A. Garcia as members of Special Service Area No. 59, 59th Street Commission	Emanuel (Mayor)	Finance
12	A2014-67	Appointment of Jim Janas and Julio Gomez as members of Special Service Area No. 59, 59th Street Commission	Emanuel (Mayor)	Finance
Fund 925 Amendment(s)				
13	O2014-4202	Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925 for Department of Transportation	Emanuel (Mayor)	Budget
Municipal Code Amendment(s)				
14	O2014-4247	Amendment of Municipal Code 2-92 by adding new Section 2-92-605 concerning Sweatshop-free procurement	Emanuel (Mayor) Moreno (1) Fioretti (2) Burns (4) Pope (10) Balcer (11) Cardenas (12) Quinn (13) Burke (14) Foulkes (15) Munoz (22) Zalewski (23) Solis (25) Maldonado (26) Burnett (27) Reboyras (30) Suarez (31) Mell (33) Colón (35) Sposato (36) Laurino (39) O'Connor (40) Cappleman (46) Pawar (47) Osterman (48) Moore (49) Silverstein (50) Reilly (42)	Budget
15	O2014-4257	Amendment of Municipal Code Titles 13, 15 and 17 concerning water tanks and wireless communication facilities	Emanuel (Mayor)	Zoning
16	O2014-4271	Amendment of Municipal Code Titles 2, 4, 8, 13, 15, and 17 concerning sale and transfer of firearms	Emanuel (Mayor)	Public Safety
17	O2014-4845	Amendment of Municipal Code Chapter 2-92 by adding new Sections 2-92-417 and 2-92-418 concerning bid incentives for MBE/WBE participation and small business enterprise and veteran-owned business enterprise joint ventures	Emanuel (Mayor)	Budget

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	File #	Title	Sponsor(s)	Committee Referral
Open Space Impact Fee(s)				
18	O2014-4861	Expenditure of open space impact fee funds for William-Davis Park and Park 557 for recreational facilities	Emanuel (Mayor)	Special Events
19	O2014-4881	Expenditure of open space impact fee funds for future developments of Buckhorn Park	Emanuel (Mayor)	Special Events
Reappointment(s)				
20	A2014-62	Reappointment of James M. Ludwig as member of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor)	Finance
21	A2014-64	Reappointment of David L. Gassman, Timothy S. Klump and Randy L. Shingledecker as members of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor)	Finance
22	A2014-65	Reappointment of Linda M. Szarkowski as member of Special Service Area No. 19, Howard Street Commission	Emanuel (Mayor)	Finance

City of Chicago

O2014-4211

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) Assistance for rehabilitation of Genevieve Melody Elementary School
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Department, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Board of Education regarding 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 3937 West Wilcox Street in Chicago, Illinois (the "Melody Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated an elementary school (the "Melody Facility") known as Genevieve Melody Elementary School on the Melody Property (the Melody Facility has those general features described in Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the Melody Facility shall be known as the "Melody 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal of for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Melody City Funds") for the Melody Project; and

WHEREAS, the City agrees to use the Melody City Funds in an amount not to exceed $1,500,000 to reimburse the Board for a portion of the costs of the Melody TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the Melody Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Melody 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 Madison/Austin Redevelopment Plan, and the City has found that the Melody TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Melody Facility that are necessary and directly result from the redevelopment project constituting the Melody Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $750,000 as part of (and not in addition to) the Melody City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial

Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $750,000 as part of (and not in addition to) the Melody City Funds; 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. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements that are necessary and directly result from the redevelopment project constituting the Melody Project and, therefore, constitute "taxing district's capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

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 GENEVIEVE MELODY ELEMENTARY SCHOOL

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of_____, 2014 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 3937 West Wilcox Street in Chicago, Illinois (the "Melody Property"); and

WHEREAS, the Board has rehabilitated an elementary school (the "Melody Facility") known as Genevieve Melody Elementary School on the Melody Property (the Melody Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the Melody Facility shall be known as the "Melody 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Melody City Funds") for the Melody Project; and

WHEREAS, the City agrees to use the Melody City Funds in an amount not to exceed $1,500,000 to reimburse the Board for a portion of the costs of the Melody TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Melody Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Melody 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 Madison/Austin Redevelopment Plan , and the City has found that the Melody TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Melody Facility that are necessary and directly result from the redevelopment project constituting the Melody Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, in accordance with the Act, the Melody 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 Madison/Austin Redevelopment Plan, and the City has found that the Melody TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Melody Facility that are necessary and directly result from the redevelopment project constituting the Melody Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $750,000 as part of (and not in addition to) the Melody City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $750,000 as part of (and not in addition to) the Melody City Funds.

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 Melody Project

The Board covenants, represents and warrants that the plans and specifications for the Melody Project at a minimum meet the general requirements for the Melody Facility as set forth in Exhibit 1 hereof. The Board covenants, represents and warrants that it has complied and 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 Melody Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder. 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.

Article Three: Funding

1. Upon the execution hereof, 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 Melody TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. Requisition for reimbursement of Melody TIF-Funded Improvements out of the Melody 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 Melody City Funds to the Board within fifteen (15) 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 Melody Project, to the extent that such costs are TIF-Funded Improvements.

2. The cost of the Melody Project is $1,500,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Melody Project, attached hereto and incorporated herein as Exhibit 3. The Board agrees that the City will only contribute the Melody City Funds to the Melody Project and that all costs of completing the Melody Project over the Melody City Funds shall be the sole responsibility of the Board. The Board shall not request any additional funds under that certain intergovernmental agreement with the City regarding Austin High School dated as of March 1, 2011.

3. Attached as Exhibit 4 and incorporated herein is a 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 Melody Project, to be paid for out of Melody City Funds ("Melody TIF-Funded Improvements"); and to the extent the Melody TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the Melody TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these Melody TIF-Funded Improvements are necessary and directly result from the Madison/Austin Redevelopment Plan. All Melody TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Madison/Austin Redevelopment Plan ; and (c) be improvements that the Commissioner has agreed to pay for out of Madison/Austin Increment, subject to the terms of this Agreement.

4. [intentionally omitted]

5. If requested by the City, the Board shall provide to the City reasonable access to its books and records relating to the Melody Project.

6. Commencing with the first State fiscal year (July 1-June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds 130% of $114,914,131, as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to 50% of the grant amount that the Board receives that is in excess of 130% of the Base Amount (the "Excess Amount"). For example, if the Base Amount was $100.00 and if the Board was awarded a grant of $150.00 in a particular State fiscal year, $20.00 of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to $10.00, which is 50% of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess

Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

7. 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 Melody Property or any interest therein, or (b) the Melody 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 Melody City Funds hereunder pursuant to the Act. Subject to applicable law, the Board shall pay any proceeds of any Transfer to the City. Nothing contained in this Article Three, Section 7 shall be construed as prohibiting the Commission from holding title to the Melody Property or the Melody Facility for the benefit of the Board as may be permitted or required by law or the City from holding title to the Melody Property or the Melody Facility in trust for the use of schools as may be permitted or required by law.

Article Four: Term

The Term of the Agreement shall commence effective as of the date first set forth above and shall expire on the date on which the Madison/Austin Redevelopment Area is no longer in effect (through and including December 31, 2023).

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 Melody 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 Increment 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
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

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
FAX: (312) 744-2271

and

Corporation Counsel

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

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, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

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

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 _____, 2014. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

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

Article Sixteen: Disclaimer of Relationship

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

Article Seventeen: Construction of Words

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

Article Eighteen: No Personal Liability

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

Article Nineteen: Representatives

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

For the Board:
Patricia L. Taylor, Chief Facility Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City:
Michelle Nolan, Coordinator of Economic Development
City of Chicago, Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-4477
Fax: 312-744-5892

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

[Signature Page Follows]

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

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

By: _____
Commissioner
Department of Planning and Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____
President

Attest: By: _____
Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

_____
General Counsel

EXHIBIT 1

FEATURES OF THE MELODY FACILITY

This project includes the costs associated with the planning, design, and construction of STEM school improvements at Melody Elementary School. Melody STEM school will be housed in the former Delano school building. Improvements include 1) Computer Classroom -provide power for charging station and wireless access point; 2) Engineering labs- provide space for two large classrooms and infrastructure to support the computer labs; 3) Media Classroom - new classroom for recording and editing, and provide power to charging station and wireless access; and 4) Science lab - construction of three new Level 3 labs.

Melody is a neighborhood school, with grades K-8th grade. It is located at 3937 W. Wilcox Street in the West Garfield Park neighborhood. The current school enrollment is 622 students. The student enrollment is 98.1% Black and primarily low income. Melody Elementary offers before-school music and sports programs and after-school reading and math enrichment programs. The school provides Internet labs and services for special education students, and invites parents to participate through its Local School Council and NCLB Parent Advisory Council.

Project is scheduled to be completed by Fall 2014, and will be constructed by CPS.

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 _____, 2014 regarding Genevieve Melody Elementary School (the "Agreement"):

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

TOTAL: $_____

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

$_____

C. The Board requests reimbursement for the following cost of Melody 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 Melody Project or the Board as related thereto.

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

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

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

By:_____
Name: _____
Title: _____

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

_____
My commission expires:_____

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

_____
Name: _____
Title: _____

EXHIBIT 3

PROJECT BUDGET

Task	Project Estimate	
Design	$	70,000
Construction	$	1,250,000
Environ Remediation	$	40,000
Administration	$	81,250
FF&E	$	-
Contingencies	$	58,750
Total	$	1,500,000

EXHIBIT 4

MELODY PROJECT TIF-FUNDED IMPROVEMENTS

Task	Project Estimate
Design	$ 70,000
Construction	$ 1,250,000
Environ Remediation	$ 40,000
Administration	$ 81,250
FF&E	$ -
Contingencies	$ 58,750
Total	$ 1,500,000

City of Chicago

O2014-4215

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) Assistance for rehabilitation of George W. Tilton Elementary School
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Department, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Board of Education regarding 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 223 North Keeler Avenue in Chicago, Illinois (the "Tilton Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated an elementary school (the "Tilton Facility") known as George W. Tilton Elementary School on the Tilton Property (the Tilton Facility has those general features described in Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the Tilton Facility shall be known as the "Tilton 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Tilton City Funds") for the Tilton Project; and

WHEREAS, the City agrees to use the Tilton City Funds in an amount not to exceed $500,000 to reimburse the Board for a portion of the costs of the Tilton TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the Tilton Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Tilton 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 Madison/Austin Redevelopment Plan, and the City has found that the Tilton TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Tilton Facility that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area"

pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; 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. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing district's capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

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 GEORGE W. TILTON ELEMENTARY SCHOOL

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of_____, 2014 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 223 North Keeler Avenue in Chicago, Illinois (the "Tilton Property"); and

WHEREAS, the Board has rehabilitated an elementary school (the "Tilton Facility") known as George W. Tilton Elementary School on the Tilton Property (the Tilton Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the Tilton Facility shall be known as the "Tilton 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Tilton City Funds") for the Tilton Project; and

WHEREAS, the City agrees to use the Tilton City Funds in an amount not to exceed $500,000 to reimburse the Board for a portion of the costs of the Tilton TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Tilton Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Tilton 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 Madison/Austin Redevelopment Plan , and the City has found that the Tilton TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Tilton Facility that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights

pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds.

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 Tilton Project

The Board covenants, represents and warrants that the plans and specifications for the Tilton Project at a minimum meet the general requirements for the Tilton Facility as set forth in Exhibit 1 hereof. The Board covenants, represents and warrants that it has complied and 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 Tilton Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder. 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.

Article Three: Funding

1. Upon the execution hereof, 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 Tilton TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. Requisition for reimbursement of Tilton TIF-Funded Improvements out of the Tilton 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 Tilton City Funds to the Board within fifteen (15) 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 Tilton Project, to the extent that such costs are TIF-Funded Improvements.

2. The cost of the Tilton Project is $500,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Tilton Project, attached hereto and incorporated herein as Exhibit 3. The Board agrees that the City will only contribute the Tilton City Funds to the Tilton Project and that all costs of completing the Tilton Project over the Tilton City Funds shall be the sole responsibility of the Board. The Board shall not request any additional funds under that certain intergovernmental agreement with the City regarding Austin High School dated as of March 1, 2011.

3. Attached as Exhibit 4 and incorporated herein is a 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 Tilton Project, to be paid for out of Tilton City Funds ("Tilton TIF-Funded Improvements"); and to the extent the Tilton TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the Tilton TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these Tilton TIF-Funded Improvements are necessary and directly result from the Madison/Austin Redevelopment Plan. All Tilton TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Madison/Austin Redevelopment Plan ; and (c) be improvements that the Commissioner has agreed to pay for out of Madison/Austin Increment, subject to the terms of this Agreement.

4. [intentionally omitted]

5. If requested by the City, the Board shall provide to the City reasonable access to its books and records relating to the Tilton Project.

6. Commencing with the first State fiscal year (July 1-June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds 130% of $114,914,131, as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to 50% of the grant amount that the Board receives that is in excess of 130% of the Base Amount (the "Excess Amount"). For example, if the Base Amount was $100.00 and if the Board was awarded a grant of $150.00 in a particular State fiscal year, $20.00 of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to $10.00, which is 50% of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess

Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

7. 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 Tilton Property or any interest therein, or (b) the Tilton 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 Tilton City Funds hereunder pursuant to the Act. Subject to applicable law, the Board shall pay any proceeds of any Transfer to the City. Nothing contained in this Article Three, Section 7 shall be construed as prohibiting the Commission from holding title to the Tilton Property or the Tilton Facility for the benefit of the Board as may be permitted or required by law or the City from holding title to the Tilton Property or the Tilton Facility in trust for the use of schools as may be permitted or required by law.

Article Four: Term

The Term of the Agreement shall commence effective as of the date first set forth above and shall expire on the date on which the Madison/Austin Redevelopment Area is no longer in effect (through and including December 31, 2023).

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 Tilton 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 Increment 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
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

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
FAX: (312) 744-2271

and

Corporation Counsel

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

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, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

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

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 _____, 2014. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

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

Article Sixteen: Disclaimer of Relationship

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

Article Seventeen: Construction of Words

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

Article Eighteen: No Personal Liability

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

Article Nineteen: Representatives

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

For the Board:
Patricia L. Taylor, Chief Facility Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City:
Michelle Nolan, Coordinator of Economic Development
City of Chicago, Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-4477
Fax: 312-744-5892

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

[Signature Page Follows]

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

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

By: _____
Commissioner
Department of Planning and Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____
President

Attest: By: _____
Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

_____
General Counsel

EXHIBIT 1

FEATURES OF THE TILTON FACILITY

This project includes the costs associated with the planning, design, and construction of a new age 3-5 play lot, 2,300 sf. of artificial turf, 3,250 sf. basketball court, security lighting and ADA improvements. Both the play lots and the basketball court will be available for use by the community at large.

George W. Tilton Elementary School is a neighborhood elementary school, with grades K-8. It is located at 223 N. Keeler Avenue in the West Garfield Park community area. The current school enrollment is 445 students. The student population is 98.2% Black and primarily low income.

Tilton offers a general education program from kindergarten to 8th grade. The school also features World Language instruction in Spanish for all students. Tilton's facilities include a gym, auditorium, science lab, and wireless Internet connections throughout the building. The school's partners include Harris Bank, Bethel New Life, (WITS), and Rush Presbyterian Medical Center.

Project to be completed by Fall 2014, and will be constructed by CPS.

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 _____, 2014 regarding George W. Tilton Elementary School (the "Agreement"):

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

TOTAL: $_____

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

$_____

C. The Board requests reimbursement for the following cost of Tilton 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 Tilton Project or the Board as related thereto.

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

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

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

By:_____
Name: _____
Title: _____

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

_____
My commission expires: _____

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

_____
Name: _____
Title: _____

EXHIBIT 3

PROJECT BUDGET

Task	Project Estimate
Design	$ 45,000
Construction	$394,050
Environ Remediation	$ 6,000
Administration	$ 25,613
FF&E	$ 0
Contingencies	$ 29,337
Total	$500,000

EXHIBIT 4

TILTON PROJECT TIF-FUNDED IMPROVEMENTS

Task	Project Estimate
Design	$ 45,000
Construction	$394,050
Environ Remediation	$ 6,000
Administration	$ 25,613
FF&E	$ 0
Contingencies	$ 29,337
Total	$500,000

City of Chicago

O2014-4220

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Board of Education regarding Tax Increment Financing (TIF) assistance for rehabilitation of Spencer Technology Academy
Committee(s) Assignment:	Committee on Finance

F IN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Department, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Board of Education regarding 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 223 North Keeler Avenue in Chicago, Illinois (the "Tilton Property"); and

WHEREAS, the Board is rehabilitating or has rehabilitated an elementary school (the "Tilton Facility") known as George W. Tilton Elementary School on the Tilton Property (the Tilton Facility has those general features described in Exhibit 1 to Exhibit A attached hereto and incorporated herein, and the rehabilitation of the Tilton Facility shall be known as the "Tilton 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Tilton City Funds") for the Tilton Project; and

WHEREAS, the City agrees to use the Tilton City Funds in an amount not to exceed $500,000 to reimburse the Board for a portion of the costs of the Tilton TIF-Funded Improvements (as defined in Article Three, Section 3 of Exhibit A hereto) for the Tilton Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Tilton 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 Madison/Austin Redevelopment Plan, and the City has found that the Tilton TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Tilton Facility that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area"

pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; 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. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing district's capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

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 GEORGE W. TILTON ELEMENTARY SCHOOL

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of_____, 2014 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 223 North Keeler Avenue in Chicago, Illinois (the "Tilton Property"); and

WHEREAS, the Board has rehabilitated an elementary school (the "Tilton Facility") known as George W. Tilton Elementary School on the Tilton Property (the Tilton Facility has those general features described in Exhibit 1 attached hereto and incorporated herein, and the rehabilitation of the Tilton Facility shall be known as the "Tilton 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 September 29, 1999, published at pages 11507 through 11662 of the Journal of Proceedings of the City Council (the "Journal") for said date, as amended by ordinances adopted by the City Council on November 3, 2004 (published at pages 34555 through 34569 of the Journal for said date): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Madison/Austin Corridor Redevelopment Project Area;"; "An Ordinance of the City of Chicago, Illinois Designating the Madison/Austin Corridor Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Madison/Austin Corridor 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 "Madison/Austin TIF Ordinances ", the Redevelopment Plan approved by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Plan " and the redevelopment project area created by the Madison/Austin TIF Ordinances is referred to herein as the "Madison/Austin Redevelopment Area"); and

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

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

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

WHEREAS, subject to the availability of Madison/Austin Increment, the City desires to use a portion of the Madison/Austin Increment (the "Tilton City Funds") for the Tilton Project; and

WHEREAS, the City agrees to use the Tilton City Funds in an amount not to exceed $500,000 to reimburse the Board for a portion of the costs of the Tilton TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Tilton Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the Act, the Tilton 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 Madison/Austin Redevelopment Plan , and the City has found that the Tilton TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Tilton Facility that are necessary and directly result from the redevelopment project constituting the Tilton Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 17, 2000 and published in the Journal for said date at pages 30775 through 30953, the City Council: (1) approved and adopted a redevelopment plan (the "Midwest Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Midwest Redevelopment Area") of the City; (2) designated the Midwest Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Midwest Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Midwest Redevelopment Area; and

WHEREAS, the Midwest Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Midwest Redevelopment Area ("Midwest Increment") and the Madison/Austin Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights

pursuant to the Act and the Midwest and Madison/Austin Redevelopment Plans to use Midwest Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds; and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 12, 1998 and published in the Journal for said date at pages 86178 through 86396, the City Council: (1) approved and adopted a redevelopment plan (the "Northwest Industrial Redevelopment Plan") for the Northwest Industrial Corridor Redevelopment Project Area (the "Northwest Industrial Redevelopment Area") of the City; (2) designated the Northwest Industrial Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Northwest Industrial Redevelopment Area; and

WHEREAS, the Madison/Austin Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Northwest Industrial Redevelopment Area; and

WHEREAS, the Northwest Industrial Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Northwest Industrial Redevelopment Area ("Northwest Industrial Increment"); and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Northwest Industrial and Madison/Austin Redevelopment Plans to use Northwest Industrial Increment in an amount up to $250,000 as part of (and not in addition to) the Tilton City Funds.

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 Tilton Project

The Board covenants, represents and warrants that the plans and specifications for the Tilton Project at a minimum meet the general requirements for the Tilton Facility as set forth in Exhibit 1 hereof. The Board covenants, represents and warrants that it has complied and 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 Tilton Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder. 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.

Article Three: Funding

1. Upon the execution hereof, 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 Tilton TIF-Funded Improvements for which the Board seeks reimbursement; and (iii) all other documentation described in Exhibit 2. Requisition for reimbursement of Tilton TIF-Funded Improvements out of the Tilton 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 Tilton City Funds to the Board within fifteen (15) 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 Tilton Project, to the extent that such costs are TIF-Funded Improvements.

2. The cost of the Tilton Project is $500,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Tilton Project, attached hereto and incorporated herein as Exhibit 3. The Board agrees that the City will only contribute the Tilton City Funds to the Tilton Project and that all costs of completing the Tilton Project over the Tilton City Funds shall be the sole responsibility of the Board. The Board shall not request any additional funds under that certain intergovernmental agreement with the City regarding Austin High School dated as of March 1, 2011.

3. Attached as Exhibit 4 and incorporated herein is a 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 Tilton Project, to be paid for out of Tilton City Funds ("Tilton TIF-Funded Improvements"); and to the extent the Tilton TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the Tilton TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these Tilton TIF-Funded Improvements are necessary and directly result from the Madison/Austin Redevelopment Plan. All Tilton TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Madison/Austin Redevelopment Plan ; and (c) be improvements that the Commissioner has agreed to pay for out of Madison/Austin Increment, subject to the terms of this Agreement.

4. [intentionally omitted]

5. If requested by the City, the Board shall provide to the City reasonable access to its books and records relating to the Tilton Project.

6. Commencing with the first State fiscal year (July 1-June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2021, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds 130% of $114,914,131, as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to 50% of the grant amount that the Board receives that is in excess of 130% of the Base Amount (the "Excess Amount"). For example, if the Base Amount was $100.00 and if the Board was awarded a grant of $150.00 in a particular State fiscal year, $20.00 of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to $10.00, which is 50% of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess

Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

7. 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 Tilton Property or any interest therein, or (b) the Tilton 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 Tilton City Funds hereunder pursuant to the Act. Subject to applicable law, the Board shall pay any proceeds of any Transfer to the City. Nothing contained in this Article Three, Section 7 shall be construed as prohibiting the Commission from holding title to the Tilton Property or the Tilton Facility for the benefit of the Board as may be permitted or required by law or the City from holding title to the Tilton Property or the Tilton Facility in trust for the use of schools as may be permitted or required by law.

Article Four: Term

The Term of the Agreement shall commence effective as of the date first set forth above and shall expire on the date on which the Madison/Austin Redevelopment Area is no longer in effect (through and including December 31, 2023).

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 Tilton 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 Increment 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
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

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
FAX: (312) 744-2271

and

Corporation Counsel

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

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, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

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

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 _____, 2014. Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

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

Article Sixteen: Disclaimer of Relationship

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

Article Seventeen: Construction of Words

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

Article Eighteen: No Personal Liability

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

Article Nineteen: Representatives

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

For the Board:
Patricia L. Taylor, Chief Facility Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City:
Michelle Nolan, Coordinator of Economic Development
City of Chicago, Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-4477
Fax: 312-744-5892

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

[Signature Page Follows]

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

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

By: _____
Commissioner
Department of Planning and Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____
President

Attest: By: _____
Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

_____
General Counsel

EXHIBIT 1

FEATURES OF THE TILTON FACILITY

This project includes the costs associated with the planning, design, and construction of a new age 3-5 play lot, 2,300 sf. of artificial turf, 3,250 sf. basketball court, security lighting and ADA improvements. Both the play lots and the basketball court will be available for use by the community at large.

George W. Tilton Elementary School is a neighborhood elementary school, with grades K-8. It is located at 223 N. Keeler Avenue in the West Garfield Park community area. The current school enrollment is 445 students. The student population is 98.2% Black and primarily low income.

Tilton offers a general education program from kindergarten to 8th grade. The school also features World Language instruction in Spanish for all students. Tilton's facilities include a gym, auditorium, science lab, and wireless Internet connections throughout the building. The school's partners include Harris Bank, Bethel New Life, (WITS), and Rush Presbyterian Medical Center.

Project to be completed by Fall 2014, and will be constructed by CPS.

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 _____, 2014 regarding George W. Tilton Elementary School (the "Agreement"):

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

TOTAL: $_____

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

$_____

C. The Board requests reimbursement for the following cost of Tilton 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 Tilton Project or the Board as related thereto.

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

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

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

By:_____
Name: _____
Title: _____

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

_____
My commission expires: _____

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

_____
Name: _____
Title: _____

EXHIBIT 3

PROJECT BUDGET

Task	Project Estimate
Design	$ 45,000
Construction	$394,050
Environ Remediation	$ 6,000
Administration	$ 25,613
FF&E	$ 0
Contingencies	$ 29,337
Total	$500,000

EXHIBIT 4

TILTON PROJECT TIF-FUNDED IMPROVEMENTS

Task	Project Estimate
Design	$ 45,000
Construction	$394,050
Environ Remediation	$ 6,000
Administration	$ 25,613
FF&E	$ 0
Contingencies	$ 29,337
Total	$500,000

City of Chicago

O2014-4248

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Trustees of the University of Illinois for use building space at 641 W 63rd St
Committee(s) Assignment:	Committee on Housing and Real Estate

H59

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 access, license and 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, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Public Health are authorized to execute an Intergovernmental Agreement with the Board of Trustees of the University of Illinois governing the Board of Trustees of the University of Illinois' use of approximately 6,800 square feet of building space located at 641 West 63rd Street; such Intergovernmental Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

AGREEMENT NO. 20256

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "**IGA**") is made and entered into this _____ day of_____, 2014 (the "**Commencement Date**"), by and between **THE CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government (hereinafter referred to as the "**City**") and **THE BOARD OF TRUSTEES OF THE University OF ILLINOIS,** a body politic and corporate of the State of Illinois (hereinafter referred to as the "**University**").

RECITALS

WHEREAS, City's Department of Public Health previously issued a Community Health Centers Request for Proposals (the "**RFP**") regarding the delivery of health services at various locations including City's Englewood Neighborhood Health Clinic located at 641 West 63rd Street (the "**Building**"); and

WHEREAS, City's Department of Public Health selected University's Mile Square Heath Center to perform the services as outlined in the RFP within a portion of the Building and City's Department of Public Health and University entered into a Delegate Agency Grant Agreement (the "**Grant Agreement**") attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the University is currently using and occupying the Premises to provide services under the Grant Agreement pursuant to a previous Intergovernmental Agreement entered into by the parties on or about June 30, 2012; and

WHEREAS, the parties have entered into an agreement to renew and extend the Grant Agreement (the **"Grant Renewal Agreement"**) attached hereto and made a part hereof as **Exhibit A-1**; and

WHEREAS, City has agreed to allow University to continue its use, and University has agreed to continue its use, of approximately 6,800 square feet of clinical and general medical and administrative office space located on the first floor of the Building (the "**Premises**") together with access to an adjacent parking lot all as legally described on **Exhibit B** and as depicted on **Exhibit C** attached hereto and made a part hereof to be used by University as provided herein; and

WHEREAS, the Premises do not have a present municipal use; and

WHEREAS, University's use of the Premises to deliver medical services as a Federally Qualified Health Center pursuant to Section 330 of the Public Health Service Act (42 U.S.C. §254b), the Grant Agreement, and Grant Renewal Agreement, will improve the overall quality of affordable public health services available to area residents.

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

SECTION 1. GRANT

Subject to and in accordance with the terms and conditions of this IGA, City hereby grants to the University a license to use and occupy the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> Approximately 6,800 square feet of space on the first floor of the Englewood Neighborhood Health Clinic and use of and access to an adjoining parking lot all located at 641 West 63rd Street, Chicago, Illinois (part of PINs 20-21-102-009; -010; -017; 020; and -025).

SECTION 2. TERM

2.1 Term. The term of this IGA (the "**Term**") shall begin on July 1, 2014 (the "**Commencement Date**") and shall terminate on December 31, 2019, unless sooner terminated as set forth in this IGA.

SECTION 3. RENT, OPERATING COSTS, TAXES, AND UTILITIES

3.1 License Fee. University shall pay a license fee 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 Operating Costs. University shall reimburse City's Operating Costs (as hereinafter defined) for access to the Premises pursuant to Section 3.2.a below as reimbursement for City's costs to operate the Building and the Premises, but not as rent and not as profit.

a. Calculation of Operating Costs. University shall pay to City Operating Costs incurred by City with regards to University's "**Proportionate Use**" of the Building. This Proportionate Use shall be based on the square footage of the Premises divided by the Building's total square footage. The Building's total square footage is approximately 54,189 square feet and the Premises are approximately 6,800 square feet, which comprises 12.5 % of the Building's total square footage. "**Operating Costs**" shall be based on University's 12.5 % Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to gas, electricity, and water), (ii) landscaping and snow removal, (iii) City engineering services, and (iv) University's allocable share of other costs incurred by City in operating and maintaining the Building (excluding any capital improvements that may be required). University shall separately contract for custodial services to the Premises. For 2014, University's Operating Costs are estimated to be, and University shall initially pay, **$1,761.72** per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2014 and/or subsequent years).

b. Reimbursement Procedure. Each calendar year as soon as City can secure data for the prior year's Operating Costs, City shall provide University with the estimate of the annual

Operating Costs for such year. University shall pay to City one-twelfth (1/12) of such amount in equal monthly installments. The estimated monthly Operating Costs for 2014 are set forth in **Exhibit D**. Once full data becomes available, City shall provide University with the actual Operating Costs for the previous year and a statement as to whether University has underpaid or overpaid said Operating Costs. In the event University's payments during the previous year are less than the actual Operating Costs due from University, such underpayment shall be included in University's subsequent monthly installment(s) of Operating Costs spread out for the remainder of the year, or, if said underpayment shall have been made in the last year of the Term, University shall provide said underpayment to City within sixty (60) days. If University's installments during the previous year are more than the actual Operating Costs due from University, City shall credit said amount against University's subsequent monthly installment(s) of Operating Costs for the remainder of the year, or, if said overpayment shall have been made in the last year of the Term, City shall refund said overpayment to University within sixty (60) days. Within thirty (30) days of City's receipt of University's written request, City shall provide University with copies of the most current invoices for the services included in the Operating Costs. Notwithstanding the foregoing, University acknowledges that City is a large municipal entity, that some of University's records are stored off-site, and that while City shall make reasonable efforts to provide University with copies of requested documentation some documentation may not be available within thirty (30) days.

Operating Expenses shall be made payable to the "City of Chicago, Department of Finance" and paid to City at the Department of Finance, Warrants for Collection, City Hall, 121 North LaSalle, Room 107, Chicago, Illinois 60602 or at such place as City may from time to time, hereby designate in writing to University. City shall invoice University for such Operating Expenses on a monthly basis. In the event that University does not receive such invoice from City, University shall contact City and request such invoicing. City's failure to invoice University for Operating Expenses or other expenses incurred under this IGA does not constitute a waiver of any such charges.

3.3 Utilities. City shall pay for gas, electricity, and water supplied to the Building. University shall pay when due all charges for telephone or other communication service provided to the Premises. In the event that University uses the City's telephone lines, such costs shall be a reimbursable Operating Cost.

3.4 Taxes. In the event that Leasehold taxes are ever assessed against the Premises as a result of University's tenancy, if and only to the extent required by applicable law, University shall pay when due any leasehold taxes assessed or levied on University's portion of the Premises without reimbursement or other setoff from City. University acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result University will be responsible for satisfaction of leasehold taxes assessed or levied on the subject Premises at least one year after University vacates the Premises. University's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this IGA. Notwithstanding the foregoing, nothing contained herein shall preclude University from contesting any charge or tax levied against the Premises based upon University's status as a public body corporate and politic of the State of Illinois or any other exemption, claim or defense. The failure of University to pay

such taxes during the pendency of such contest shall not constitute a default under this IGA, but payment of leasehold taxes may be a requirement for contesting such taxes.

3.5 Accord and Satisfaction. No payment by University or receipt by City of a lesser amount than any installment or payment of the rent or Operating Costs or other costs 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. City may accept such check or payment without prejudice as to City's right to recover the balance of such installment or payment to pursue any other remedies available to City.

SECTION 4. ENJOYMENT OF PREMISES, MAINTENANCE, ACCESS, USE, ALTERATIONS AND ADDITIONS

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that University, upon paying the rent, Operating Costs, and upon observing and keeping the covenants, agreements and conditions of this IGA 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 IGA) during the Term without hindrance or molestation by City or by any person or persons claiming under City.

4.2 Maintenance. City shall take reasonable and reasonably prompt efforts to maintain the Premises and the Building and all of its structural elements, mechanical systems, in a condition of good repair and good order and in compliance with all applicable building codes. University shall notify City regarding any issues with maintenance of the Premises and/or Building. University shall also notify City regarding any issues with other services provided to the Premises and/or Building by City or through City's contractors. In the event that City fails to repair and/or correct problems that impact University's operations as a health care clinic and/or the health and safety of University's employees and/or patients following twenty (20) days written notice to City, University may undertake such repairs/maintenance through contractors or tradespersons acceptable to City and deduct such charges against future Operating Costs.

4.3 City's Right of Access. City shall have the right of reasonable access to the Premises and/or Building, upon reasonable prior written notice to University, for the purpose of inspecting and making City repairs to the Premises and/or Building. City shall also have the right of reasonable access to the Premises and/or Building for the purposes of monitoring University's compliance with Grant Agreement and Grant Renewal Agreement. City shall always have access to the Premises and/or Building in the event of maintenance emergencies or security emergencies.

4.4 Use of the Premises. University shall not use the Premises in a manner that would violate any law. University further covenants not to do or suffer any waste or damage any portion of the Premises and/or Building, and to comply in all respects with the laws, ordinances, orders, rules, regulations, 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. University's activities on the Premises shall be conducted in accordance with the Grant Agreement and Grant Renewal Agreement between University and City's Department of Public

Health. All such activities must be provided consistent with University's not-for-profit purposes and so as to lessen the burdens of government by providing such health care services.

4.5 Alterations and Additions. University may make alterations, additions, and improvements on the Premises. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and building codes. In addition, University will comply with all insurance requirements under this IGA including, but not limited to, Section 6.1 (f). University 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 shall be without cost to City and shall become property of City at termination without offset or other credit to University.

SECTION 5. ASSIGNMENT AND LIENS

5.1 Assignment. University may assign this IGA in whole or in part or sublet the Premises or any part thereof upon the prior written consent of the Commissioner of the Department of Fleet and Facility Management. Such consent shall not be unreasonably withheld, conditioned, or delayed.

5.2 University's Covenant against Liens. University shall not cause or permit any lien or encumbrance, whether created by act of University, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by University shall attach to University's interest only. In case of any such lien attaching, University shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which University appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, University shall immediately pay any judgment rendered against University, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If University fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. In accordance with the insurance requirements of the Grant Agreement and the Grant Renewal Agreement, and the applicability of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680), University shall procure and maintain at all times at University's own expense, during the term of this IGA, the insurance coverages and requirements specified below, insuring all operations related to the IGA through self-insurance or insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as

prescribed by applicable law, covering all University's employees and Employer's Liability coverage with limits of not less than $500,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the IGA.

c) Professional/ Liability. When any medical professionals perform services in the Premises or in connection with University's use of the Premises, professional liability insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than $4,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Upon City's request, University shall provide City with copies of the professional licenses and/or certificates for each of the professional consultants performing services in the Premises or in connection with the University's use of the Premises.

d) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, University shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by University for full replacement value to protect against loss, damage to or destruction of personal property or contents owned or rented by University.

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

f) All Risk Builders Risk Insurance. When University undertakes any construction, including improvements, betterments, and/or repairs, University shall 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 shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.2 Other Terms of Insurance. University will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance or self-insurance evidencing the required coverage to be in force on the date of this IGA, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this IGA. University shall submit evidence of insurance prior to

execution. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the IGA have been fully met or that the insurance policies indicated on the certificate are in compliance with all IGA requirements. The failure of the City to obtain certificates or other insurance evidence from University shall not be deemed to be a waiver by the City. University shall advise all insurers of the IGA provisions regarding insurance. Non-conforming insurance shall not relieve University of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the IGA, and the City retains the right to terminate the IGA until proper evidence of insurance is provided.

The insurance shall provide not less than 30 days prior public notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by University.
University agrees that its insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

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

University expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the University under the IGA.

Upon reasonable written notice to University, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Liability. It is understood and agreed that neither party to this IGA shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this IGA shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or Building are damaged or destroyed or a casualty to such extent that University cannot continue, occupy or conduct its normal business therein, or if, in University or City's opinion, the Premises and/or Building are rendered unusable, either City or University shall have the option to declare this IGA terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, University shall cease operations immediately and the Operating Costs shall be apportioned as of the date of such damage or destruction. City shall repay to University any prepaid Operating Costs.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 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 her or his position to influence any City governmental decision or action with respect to this IGA.

8.2 Duty to Comply with Governmental Ethics Ordinance. City and University 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 as to the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by University shall be construed to be a month to month license beginning on January 1, 2020 (the "**Holding Over**"). During any Holding Over the rent and Operating Costs will be the same as outlined in Section 3.1 and Section 3.2 of this IGA. During any Holding Over, all other provisions of this IGA shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 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 University to City 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 City as follows:

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

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

or at such other place as City may from time to time designate by written notice to University. All notices, demands, and requests by City to University 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 University as follows:

University of Illinois
Chief Executive Director
Mile Square Health Center
1220 South Wood Street
Chicago, Illinois 60608

with a copy to:

University of Illinois
Real Estate Planning and Services
Office of Business and Financial Services
809 South Marshfield Avenue (MC078)
Chicago, Illinois 60612

or at such other place as University may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon University by City, or upon City by University, 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.

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

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

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

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

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

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

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this IGA shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

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

10.10 Termination. Subject to Section 10.12, City and University shall have the right to terminate this IGA for any reason by providing each other with ninety (90) days prior written notice at any time after July 1, 2015; provided however, that in the event that City's Department of Public Health extends University's program funding (the "Extended Funding") pursuant to the Grant Agreement and/or Grant Renewal Agreement beyond June 30, 2015, this IGA shall not be terminated by either party under this section 10.10 during the period when such Extended Funding is in place but such Extended Funding shall not extend the Term of this Lease and shall be subordinate to Section 9.1. Notwithstanding the foregoing, City and University may terminate this IGA at any time by providing each other with ninety (90) days prior written notice at any time in the event that City's Department of Public Health ceases to provide University with program funding under the Grant Agreement and/or Grant Renewal Agreement.

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

10.12 Default. University must adhere to all provisions of this IGA. Failure of University to adhere to all provisions of this IGA will result in default. In the event of such default, City will notify University in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, University must cure such default within sixty (60) days of receipt of such notice. If University does not cure such default within sixty (60) days, City may cancel this IGA with sixty (60) days written notice.

10.13 No Brokers. University warrants to City that no broker or finder (a) introduced University to the Premises, (b) assisted University in the negotiation of this IGA, or (c) dealt with University on University's behalf in connection with the Premises or this IGA. City

warrants to University that no broker or finder (a) introduced City to University, (b) assisted City in the negotiation of this IGA, or (c) dealt with City on City's behalf in connection with the Premises or this IGA.

10.14 Amendments. From time to time, the parties hereto may administratively amend this IGA with respect to any provisions reasonably related to University's use of the Premises and/or City's administration of this IGA, including, but not limited to, space expansion or reduction within the Building and space re-measurement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and University. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this IGA and all other provisions of this IGA shall otherwise remain in full force and effect.

10.15 Compliance with Department of Public Health. University shall at all times be in compliance with all material provisions of the Grant Agreement, the Grant Extension Agreement, or any agreements entered into between University and City's Department of Public Health relative to the Premises and/or Building.

10.16 Access to Parking Lot. University, its agents, employees, licensees, contractors, clients, and invitees 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. University acknowledges that City may from time to time license parts of the parking lot to other parties. City and University acknowledge that in fulfilling City and University's public benefit mission, the parking lot is provided primarily for the benefit of City's clients and University's clients.

10.17 Existing Furniture and Equipment. University may, without charge, continue to use any furniture and equipment belonging to City that was identified in Exhibit E of the previous Intergovernmental Agreement and located within the Premises. The City shall retain ownership of such furniture and equipment; provided, however, that University may repair or discard any of the items furniture and equipment at a later date without notice to or reimbursement to City.

10.18 No Other Rights. The execution of this IGA does not give University any other right with respect to the Premises and/or Building. Any rights not expressly granted to University through this IGA are reserved exclusively to City. Unless otherwise specified in this IGA, execution of this IGA does not obligate City to undertake any additional duties or services.

10.19 Document Conflicts. Where there is a conflict between this IGA and the Grant Agreement or Grant Extension Agreement regarding services to be delivered by University or related provisions that conflict, the provisions in the Grant Agreement or Grant Extension Agreement, as applicable, shall prevail over this IGA.

10.20 Municipal Marketing Efforts. The City shall have the right to install a digital advertising sign on the adjoining parking lot as part of the City's municipal marketing efforts.

10.21 No Construction against Preparer. This IGA shall not be interpreted in favor of either City or University. City and University each acknowledge that both parties participated fully in the mutual drafting of this IGA.

10.22 No Real Estate Interests. This IGA creates a license only. University acknowledges and agrees that University shall not hold or claim at any time an interest or estate of any kind whatsoever in the Premises or the Building by virtue of this IGA or University's use of the Premises.

SECTION 11. RESPONSIBILITIES OF UNIVERSITY

11.1 University Inspection. University has inspected the Premises, Building, and all related areas and grounds. University is satisfied with the physical condition thereof. University accepts the Premises and the Building in "as-is" condition.

11.2 Custodial Service. University shall keep the Premises in a sanitary condition, free of insects, rodents, vermin and other pests. University shall provide and pay for University's own custodial services for the Premises. At University's cost, University may also choose to supplement City's custodial services for the common areas within the Building. By mutual agreement, the Premises may also be serviced by City's custodial services provider and such costs shall be included as reimbursable Operating Costs.

11.3 Security. University shall provide security for the Premises and University shall secure the Premises. University shall abide by any security rules that may apply to the Building and/or the Premises. At University's cost, University may also choose to supplement City's security services for the Building (for example, where University wishes to operate during hours when the City does not operate). By mutual agreement, the Premises may also be serviced by City's security services provider and such costs shall be included as reimbursable Operating Costs.

11.4 Repairs for University Negligence, Vandalism, or Misuse. University shall assume responsibility for any repairs to the Premises and/or Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by University's employees, agents, contractors, or clients where University's clients are in the Premises and/or the Building to receive services provided by University.

11.5 Fire Extinguishers. City shall provide and maintain fire extinguishers as may be required by applicable code in the Building and the Premises at all times. City's costs to provide and maintain fire extinguishers shall be included in the reimbursable Operating Costs.

11.6 Signage. University may place exterior and interior signage on the Premises and/or Building. Such signage and placement must be approved in writing by the Commissioner

of the Department of Fleet and Facility Management, such approval not to be unreasonably withheld, conditioned, or delayed.

11.7 Hazardous Materials. University shall keep out of the Premises materials which cause a fire hazard or safety hazard. University shall not store any hazardous materials within the Premises and/or Building. University shall dispose of all medical wastes at University's cost and in accordance with any applicable laws.

11.8 Trade Fixtures. University shall maintain University's equipment and trade fixtures in the Premises in good condition. Upon the termination or cancellation of this IGA, University shall remove University's personal property and equipment, provided that University shall repair any injury or damage to the Premises and/or Building resulting from such removal. If University does not remove University's furniture, machinery, trade fixtures and all other items of personal property, City may, at its option, remove the same and deliver them to any other place of business of University or warehouse the same. University shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to City on demand. In the alternative, City may treat such property as being conveyed to City with this IGA serving as a bill of sale, without further payment or credit by City to University.

11.9 Illegal Activity. University, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or Building, is illegal, or increases the rate of insurance on the Premises and/or Building.

11.10 No Alcohol or Illegal Drugs. University agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or Building by University's staff, contractors, agents, invitees, or clients.

11.11 Licensing and Permits. For any activity which University desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by University prior to using the Premises for such activity. The Department of Public Health and the Department of Fleet and Facility Management 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 IGA.

11.12 Non-Discrimination. University agrees that University shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to services provided by University on the Premises. University shall not use the Premises for any religious activities or for any political purposes.

11.13 Building Rules. University shall comply with all reasonable rules and regulations in place at IGA execution or thereafter promulgated in writing by City for the Building including, but not limited to, any parking lot rules and regulations.

11.14 Compliance with HIPAA. University shall at all times comply with all provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

11.15 Economic Disclosure Statement Affidavit ("EDS") Updates. Throughout the IGA Term, University shall provide City with any material updates to the information previously submitted in University's Economic Disclosure Statement Affidavit ("EDS"). City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this IGA.

11.16 Condition on Surrender. Upon the termination or cancellation of this IGA, University shall surrender the Premises to City in a comparable condition to the condition of the Premises at the beginning of University's occupancy, with normal wear and tear excepted.

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

SECTION 12. FEDERAL TAXPAYER IDENTIFICATION/LEGAL ENTITY CERTIFICATION

12.1 City Certification. Under penalties of perjury, City, by signing this IGA, certifies that its Federal Taxpayer Identification Number is 36-6005820 and that it is a Municipal Corporation of the State of Illinois.

SECTION 13. AVAILABILITY OF FUNDS

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this IGA as of the Commencement Date.

CITY:

THE CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF PUBLIC HEALTH

By:_____
Commissioner

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:_____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By:_____
Deputy Corporation Counsel
Real Estate Division

University:

THE BOARD OF TRUSTEES OF THE University OF ILLINOIS,
a body corporate and politic of the State of Illinois

By: _____
Comptroller

EXHIBIT A

GRANT AGREEMENT
(To Come)

EXHIBIT A-1

GRANT RENEWAL AGREEMENT
(To Come)

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES
(Subject to Final Survey and Title Commitment)

PART OF LOT 4 AND LOTS 19 THROUGH 27 IN BLOCK 4 IN THE LINDEN GROVE SUBDIVISION BEING THE NORTH WEST 35 ACRES OF THE SOUTH 90 ACRES OF THE NORTH WEST ¼ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Part of PINs:	20-21-102-009
	20-21-102-010
	20-21-102-017
	20-21-102-020
	20-21-102-025
Address:	641 West 63rd Street

EXHIBIT C

DEPICTION OF PREMISES
(Attached)

PREPARED FOR:
City of Chicago
Dept. of General Services
30 North LaSalle St.
37th Floor
Chicago, IL 60602
Tel (312) 744-2708
Fax (312) 744-8843

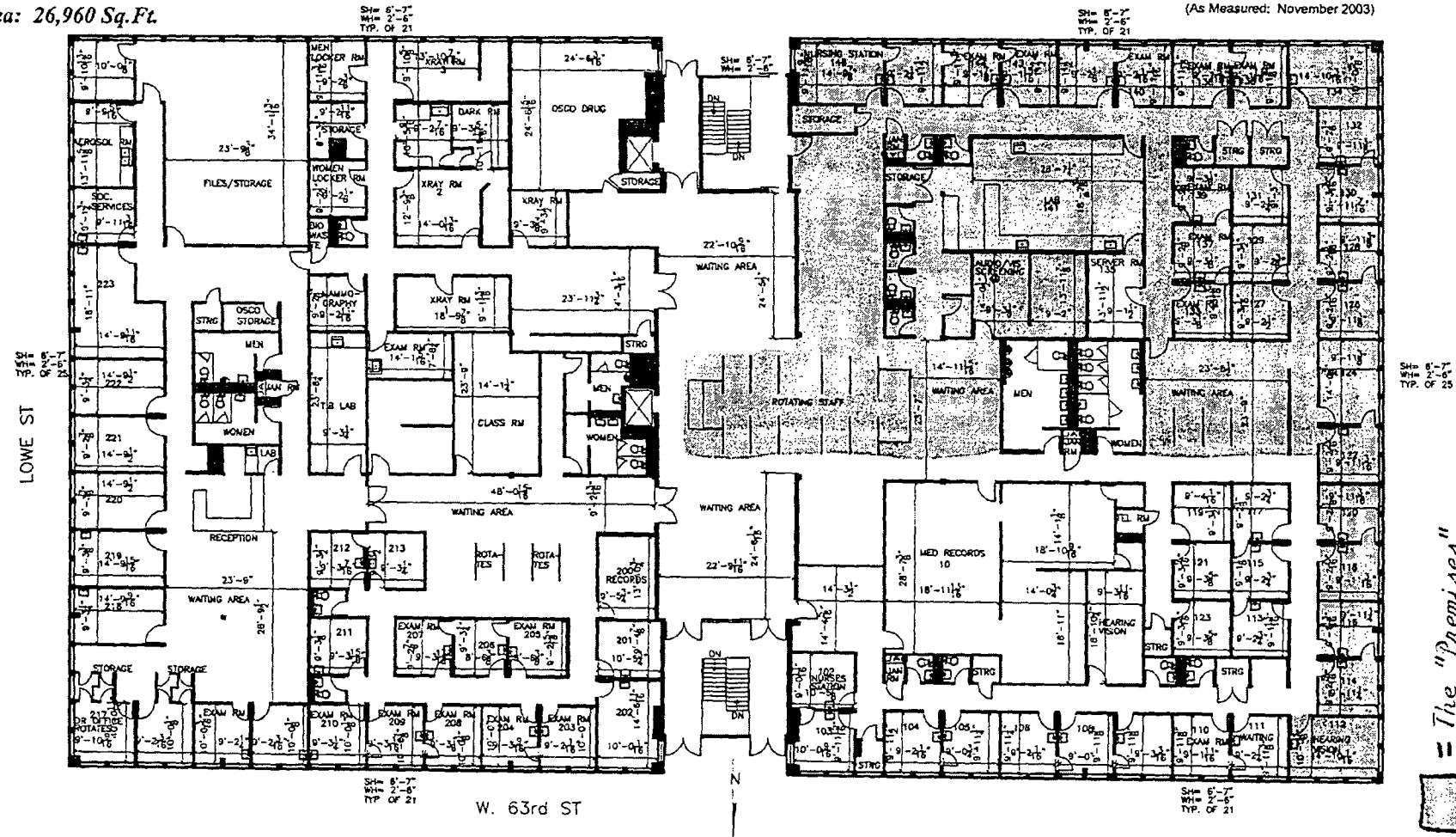
Gross Area: 26,960 Sq.Ft.

FLOOR PLAN

ENGLEWOOD HEALTH CENTER
641 W. 63rd ST.
CHICAGO, *IL*

FIRST FLOOR

(As Measured: November 2003)



Survey Accuracy: +/- 0.12%

Prepared By
LASERtech Floor Plans
TEL: (888) 393-6655
FILE: 2003-222-23

EXHIBIT D

ESTIMATED OPERATING COSTS FOR 2014 (2013 Data)

641 West 63rd Street
Englewood Neighborhood Health Clinic
(subject to further revisions)

Items	Building Amounts (54,189 Sq. Ft.)
Electricity	$79,467.29
Gas	$18,933.01
Engineering	$28,080.00
Other Operating Costs	$42,644.84
Total Annual Costs	$169,125.14

University of Illinois Space = 6,800 sq. ft. (12.5%)
Remainder of Building = 47,389 sq. ft. (87.5%)

($169,125.14 Building Costs) X (0.125) = $21,140.64(Premises Operating Costs)

Total Monthly Operating Costs ($21,140.64/12) = **$1,761.72**

641 West 63rd Street
Board of Trustees of the University of Illinois
Agreement No. 20256

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

City of Chicago

O2014-4750

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District regarding Tax Increment Finance (TIF) assistance for rehabilitation and improvements to Welles Park
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement regarding TIF assistance for the Chicago Park District at Welles Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken to rehabilitate and improve a parcel of land known as Welles Park, which is generally located at 2333 West Sunnyside Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on January 12, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 22394---22521, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Western Avenue North Redevelopment Project Area" (the "Western Avenue North Redevelopment Area"); (ii) designated the Western Avenue North Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Western Avenue North Redevelopment Area; furthermore, the Plan was amended pursuant to ordinance adopted on May 17, 2000 and published in the Journal of Proceedings for said date at pages 31610 to 31706; 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 City wishes to make available to the Park District a portion of the Western Avenue North Increment in an amount not to exceed $1,300,000 for the purpose of partially funding improvements to public buildings and other facilities on the Property (the "TIF-Funded Improvements") in the Western Avenue North Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

[Subject to Survey and Title Commitment]

Legal Description

General Location & Common Address: 2333 West Sunnyside Avenue

P.I.N.: 14-18-129-001-002

Legal Description: ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED NORTHERLY BY THE SOUTH LINE OF SUNNYSIDE AVENUE; BOUNDED EASTERLY BY THE SOUTHWESTERLY LINE OF LINCOLN AVENUE; BOUNDED SOUTHERLY BY THE NORTH LINE OF MONTROSE AVENUE; AND BOUNDED WESTERLY BY THE EAST LINE OF WESTERN AVENUE; ALL IN COOK COUNTY, ILLINOIS

Above described parcel contains approximately 15 acres.

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

SEE ATTACHED

AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
WELLES PARK—FIELDHOUSE, POOL, PLAYGROUND & TENNIS COURTS

This Agreement is made the _____ day of _____, 2014 (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development or any successor thereto ("**DPD**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds it intends to expend for the rehabilitation of certain facilities which are a part of Welles Park (the "**Project**"), an approximately 15 acre park located at 2333 West Sunnyside and legally described in **Exhibit A** (the "**Property**").

D. The Park District owns the Property and the Property lies wholly within the boundaries of the Western Avenue North Redevelopment Area (as hereinafter defined).

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

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on January 12, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 22394---22521, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Western Avenue North Redevelopment Project Area" (the "Western Avenue North Redevelopment Area"); (ii) designated the Western Avenue North Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Western Avenue North Redevelopment Area. Furthermore, the Plan was amended pursuant to ordinance adopted on May 17, 2000 and published in the Journal of Proceedings for said date at pages 31610 to 31706.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred

in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Western Avenue North Redevelopment Area shall be known as the "**Western Avenue North Increment**").

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

I. HED wishes to make available to the Park District a portion of the Western Avenue North Increment in an amount not to exceed a total of $1,300,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Western Avenue North Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Western Avenue North Redevelopment Area.

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

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

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

N. On **[[**June ____, 2014**]]**, the City Council adopted an ordinance published in the Journal for said date at pages **[[**_____---_____**]]**, (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement.

O. On January 15, 2014, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than eighteen (18) months from the Closing Date, or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws,

statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

2.2. The City shall establish a special account within the Western Avenue North Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**Welles Park—Fieldhouse/Pool & Other Improvements Account**." Disbursement of TIF Assistance funds will be subject to the availability of Western Avenue North Increment in the Welles Park Account, subject to all restrictions on and obligations of the City contained in all Western Avenue North Ordinances, or relating to the Western Avenue North Increment and all agreements and other documents entered into by the City pursuant thereto.

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

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

2.3.2. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may

terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("**Certificate of Expenditure**") be processed and executed periodically, but in no event more frequently than quarterly. The City shall not execute and approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

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

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

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

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

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

2.6. The current estimated cost of the entire Project is $1,300,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. **Exhibit C** contains a preliminary list of capital improvements, equipment costs, general construction 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 the TIF

Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this **Section 2**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

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

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Western Avenue North Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

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

or for the Park District.

SECTION 5. INSURANCE.

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

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

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

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

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City: City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
City Hall, Room 1000

121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

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

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

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

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

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

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

For the City: Nelson Chueng
City of Chicago
Department of Housing and Economic Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602

(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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

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

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

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

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

[The remainder of this page is intentionally blank—Signature page immediately 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, a municipal corporation, by and through its Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

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

By:_____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

Legal Description
[Subject to Survey and Title Commitment]

General Location : 2333 West Sunnyside Avenue

P.I.N.: 14-18-129-001-002

Legal Description: ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED NORTHERLY BY THE SOUTH LINE OF SUNNYSIDE AVENUE; BOUNDED EASTERLY BY THE SOUTHWESTERLY LINE OF LINCOLN AVENUE; BOUNDED SOUTHERLY BY THE NORTH LINE OF MONTROSE AVENUE; AND BOUNDED WESTERLY BY THE EAST LINE OF WESTERN AVENUE; ALL IN COOK COUNTY, ILLINOIS

Above described parcel contains approximately 15 acres.

Exhibit B

Plans and Specifications

[To be attached at closing]

Exhibit C

Project Budget /
TIF-Funded Improvements

Preliminary Budget

Playground expansion	$ 250,000
Fieldhouse locker rooms / bathrooms	$ 125,000
Fieldhouse roof replacement	$ 450,000
Pool filter and gutter replacement	$ 375,000
Tennis court resurfacing	$ 100,000
TOTAL	**$1,300,000**

The Commissioner may approve changes to the preliminary budget.

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

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

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

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

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

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

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

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

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

Chicago Park District

By:_____
Name

Title:_____

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

_____
My commission expires:_____

Agreed and accepted:

_____
Name
Title:_____
City of Chicago
Department of Housing and Economic Development

City of Chicago

O2014-4761

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District for conveyance of property at 8917-8919 S Dauphin Ave adjacent to Lorraine Dixon Park
Committee(s) Assignment:	Committee on Housing and Real Estate

H56

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding a property conveyance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government 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 Chicago Park District (the "Park District") is a body politic and corporate organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 *et seq.*, with authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, the City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale or lease of parcels located in redevelopment areas, subject to the approval of the City Council of the City ("City Council"); and

WHEREAS, pursuant to ordinances adopted by the City Council on June 10, 1998, the City Council: (i) approved and adopted a redevelopment plan and project (the "TIF Plan") for a portion of the City known as the Stony Island Avenue Commercial and Burnside Industrial Corridors Redevelopment Project Area (the "TIF Area"); (ii) designated the TIF Area as a redevelopment project area; and (iii) adopted tax increment allocation financing for the TIF Area, all in accordance with the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*); and

WHEREAS, pursuant to an ordinance adopted by the City Council on June 9, 2010, the City Council approved a first amendment to the TIF Plan; and

WHEREAS, the City is the owner of the real estate legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (subject to final title commitment and survey, the "Property"), which is comprised of approximately 13,900 square feet (0.32 acres) and is located in the TIF Area immediately adjacent to Lorraine Dixon Park; and

WHEREAS, the Property is improved with a playground and the playground is presently managed by the Park District; and

WHEREAS, the City desires to convey the Property to the Park District to own and maintain as part of Lorraine Dixon Park, and the Park District desires to accept title to the Property for park purposes; and

WHEREAS, by ordinance adopted by the City Council on May 20, 1998, the City Council approved *CitySpace: An Open Space Plan For Chicago* (the "CitySpace Plan"), a comprehensive plan which sets forth goals for increasing open space in the City and recommends that vacant, tax delinquent and City-owned property be redeveloped for parkland; and

WHEREAS, the use of the Property for parkland is consistent with the purposes and objectives of the TIF Plan, as amended, and the CitySpace Plan; and

WHEREAS, the City Council finds that the establishment and preservation of public open space and parkland is essential to the general health, safety and welfare of the City, and that the Park District is the appropriate entity to own and maintain the Property; and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*; and

WHEREAS, by ordinance adopted on April 9, 2014, the Board of Commissioners of the Park District authorized the acceptance of title to the Property from the City; and

WHEREAS, on February 20, 2014, the Chicago Plan Commission approved the sale of the Property to the Park District; and

WHEREAS, by Resolution No. 14-CDC-7, adopted on February 11, 2014, the CDC authorized the Department of Planning and Development ("DPD") to advertise its intent to negotiate a sale with the Park District for disposition of the Property and to request alternative proposals for redevelopment, and recommended the sale of the Property to the Park District if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the Park District's proposal; and

WHEREAS, public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Park District and requesting alternative proposals appeared in the Chicago Sun-Times on February 15, February 23 and March 15, 2014; and

WHEREAS, no other responsive proposals were received by the deadline indicated in the aforesaid notices; ***now, therefore,***

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The City hereby approves the conveyance of the Property in "as is" condition to the Park District for the sum of $1.00.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Park District.

SECTION 4. The Commissioner of DPD (the "DPD Commissioner"), and a designee of the DPD Commissioner, are each hereby authorized to negotiate, execute and deliver such documents as may be necessary or appropriate to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel. Such documents may contain terms and provisions that the DPD Commissioner or his designee deem appropriate.

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

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

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of Property
Exhibit B – Aerial Photos of Property

EXHIBIT A

LEGAL DESCRIPTION

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL A:

THAT PART OF OUTLOT 2, LYING NORTH OF THE CENTER LINE OF AN EASEMENT FOR WALKWAY OVER AND ACROSS A STRIP OF LAND 8 FT. WIDE, BEING 4 FT. IN WIDTH ON EACH SIDE OF THE CENTER LINE EXTENDED OF ITS PRESENT PASSENGER SUBWAY AND EXTENDING WESTERLY FROM ILLINOIS CENTRAL RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF DAUPHIN AVENUE, AS RESERVED IN WARRENTY DEED RECORDED MARCH 9, 1961, AS DOCUMENT 18104911 (EXCEPT THE SOUTHERLY 100 FT. OF SAID PART OF OUTLOT 2 AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF SAID OUTLOT 2) IN DAUPHIN PARK, A SUBDIVISION OF THAT PART OF THE NORTH ¾ OF THE WEST ½ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF OUTLOT 2, LYING SOUTH OF THE CENTER LINE OF AN EASEMENT FOR WALKWAY OVER AND ACROSS A STRIP OF LAND 8 FT. WIDE, BEING 4 FT. IN WIDTH ON EACH SIDE OF THE CENTER LINE EXTENDED OF ITS PRESENT PASSENGER SUBWAY AND EXTENDING WESTERLY FROM ILLINOIS CENTRAL RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF DAUPHIN AVENUE, AS RESERVED IN WARRANTY DEED RECORDED MARCH 9, 1961, AS DOCUMENT 18104911 (EXCEPT THE NORTHERLY 100 FT. OF SAID PART OF OUTLOT 2 AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF SAID OUTLOT 2) IN DAUPHIN PARK, A SUBDIVISION OF THAT PART OF THE NORTH ¾ OF THE WEST ½ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:	8917-19 SOUTH DAUPHIN AVENUE CHICAGO, ILLINOIS 60619
PROPERTY INDEX NO.	25-02-108-002-0000

EXHIBIT B

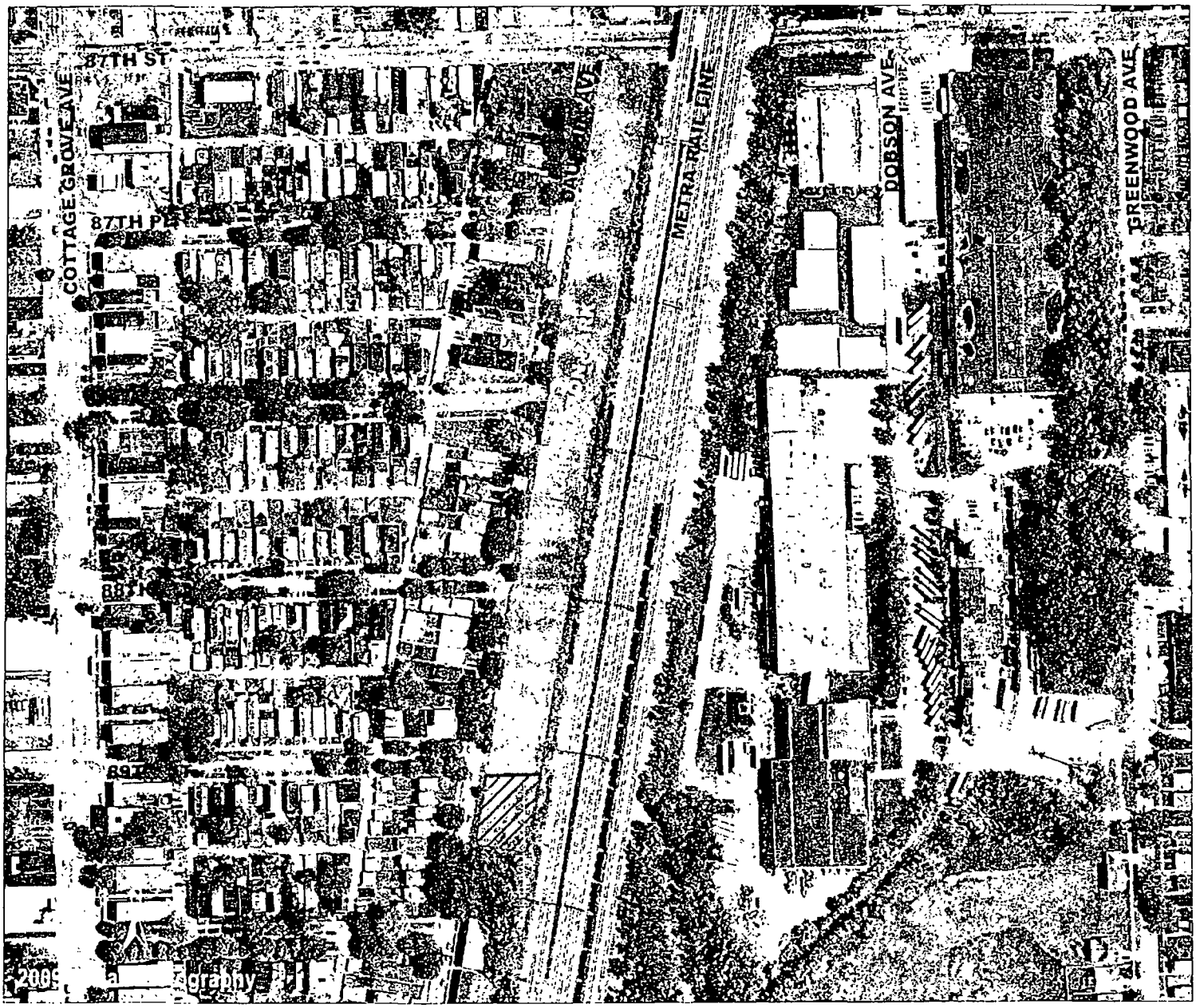
AERIAL PHOTO OF PROPERTY

(ATTACHED)

Proposed Negotiated Sale of City Land to the Chicago Park District

LORRAINE DIXON PARK

8917-23 S. Dauphin Avenue (PIN 25-02-108-002)



Enhanced Context Aerial Photograph

LEGEND

- City-Owned Parcel
- Chicago Park District

City of Chicago
Rahm Emanuel, Mayor
Department of Planning and Development
Andrew J. Mooney, Commissioner

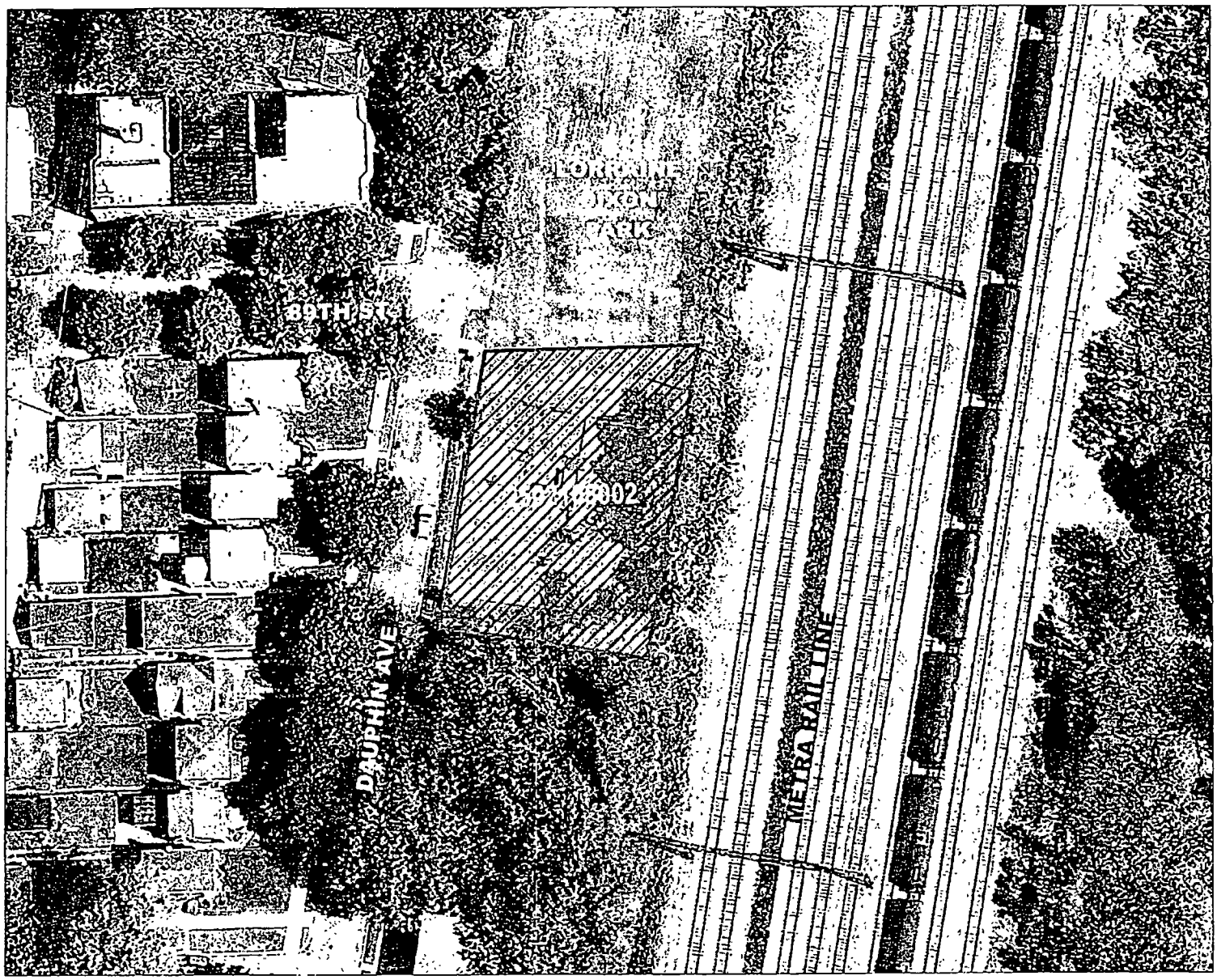
DPD

DPD-BZLU/SDD 01/08/14 MAR

Proposed Negotiated Sale of City Land to the Chicago Park District

LORRAINE DIXON PARK

8917-23 S. Dauphin Avenue (PIN 25-02-108-002)



Enhanced Aerial Photograph

LEGEND

- City-Owned Parcel
- Chicago Park District

City of Chicago
Rahm Emanuel, Mayor
Department of Planning and Development
Andrew J. Mooney, Commissioner

DPD

DPD-BZLU/SDD 01/08/14 MAR

City of Chicago

O2014-4829

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District and Grant Park to build, develop and operate new Skate Park
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement regarding TIF assistance for the Chicago Park District at Grant Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

WHEREAS, the City is the owner of certain real property legally described on Exhibit A attached hereto and generally depicted on Exhibit B attached hereto (the "City Property"); and

WHEREAS, the Park District owns certain real estate located immediately adjacent to the City Property, as generally depicted on Exhibit B attached hereto (the "Park District Property"); and

WHEREAS, the Park District Property and the City Property are collectively referred to herein as the "Project Site" and together comprise approximately 3 acres; and

WHEREAS, the Project Site is legally described on Exhibit C attached hereto, and is depicted on the survey attached hereto as Exhibit D; and

WHEREAS, the Project Site is located in the southwest corner of Grant Park adjacent to the McCormick Place Busway and Illinois Central Railroad tracks; and

WHEREAS, the Park District wishes to build, develop, and operate a new skate park on the Project Site (the "Project"); and

WHEREAS, the City wishes to assist the Park District with the Project by: (1) conveying the City Property to the Park District; and (2) providing certain City Increment (as hereinafter defined); and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*; and

WHEREAS, the Project Site lies wholly within the boundaries of the Near South Redevelopment Area (as hereinafter defined); and

WHEREAS, the use of the Project Site for the Project is consistent with the purposes and objectives of the Redevelopment Project and Plan for the Near South Redevelopment Project Area (as defined below); and

WHEREAS, the City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, by Resolution No. 14-CDC-16, adopted on April 8, 2014, the CDC authorized the Department of Planning and Development ("DPD") to advertise its intent to negotiate a sale

with the Park District for disposition of the City Property and to request alternative proposals for redevelopment, and recommended the sale of the City Property to the Park District if no responsive alternative proposals were received at the conclusion of the advertising period, or if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with the Park District proposal; and

WHEREAS, public notices advertising DPD's intent to enter into a negotiated sale of the City Property with the Park District and requesting alternative proposals appeared in the Chicago Sun-Times on April 12, April 26, and May 3, 2014; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, by ordinance adopted on March 12, 2014, the Board of Commissioners of the Park District authorized the acceptance of title to the City Property from the City; and

WHEREAS, by Resolution No. 14-019-21 adopted on May 15, 2014, the Chicago Plan Commission recommended the transfer of the City Property to the Park District; 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 November 28, 1990, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 25969 to 26047: (1) An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central Station Redevelopment Project Area; (2) An Ordinance of the City of Chicago, Illinois Designating the Central Station Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central Station Redevelopment Project Area (the "TIF Adoption Ordinances"). To expand the original redevelopment area (the "Original Project Area") by including additional contiguous areas (together with the Original Project Area, the "Expanded Project Area") pursuant to the Act and to name the Expanded Project Area the "Near South Tax Increment Financing Redevelopment Area", the City Council adopted the following ordinances on August 3, 1994, and published in the Journal for such date at pages 54876 to 54950: (1) An Ordinance of the City of Chicago, Illinois for Approval and Adoption of a Redevelopment Project and Plan for the Near South Redevelopment Project Area; (2) An Ordinance of the City of Chicago, Illinois for Designation of the Near South Redevelopment Project Area (the "Near South Redevelopment Area") as a Tax Increment Financing District Redevelopment Area; and (3) An Ordinance of the City of Chicago, Illinois for Adoption of Tax Increment Financing for the Near South Redevelopment Project Area (the "TIF Original Expansion Ordinances"). The TIF redevelopment project and plan were further amended by: (1) An Ordinance for the Approval of Amendment Number 2 to the Expanded Near South Tax Increment Financing Redevelopment Project and Plan, on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012; (2) An Ordinance for the Approval of Amendment Number 3 to Near South Tax Increment Financing Redevelopment Project and Plan, on March 28, 2001, and published in the Journal for such date at pages 55308 to 55313; (3) An Ordinance for an Amendment of Near South Tax Increment Financing Redevelopment Plan and Project, on June 9, 2010, and published in the

Journal for such date at pages 92483 to 92567 (the "TIF Amendment Ordinances"). To further expand the Expanded Project Area pursuant to the Act, the City Council adopted on April 13, 2011 and published in the Journal for such dates at pages, 114567-114621; 114623-114632, and 114634-114641, the following ordinances: (1) An Ordinance of the City of Chicago, Illinois Approving Revision Number 5 to the Redevelopment Plan for the Near South Tax Increment Financing Redevelopment Area; (2) An Ordinance of the City of Chicago, Illinois Designating the 2011 Expanded Project Area Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near South Tax Increment Financing 2011 Expanded Project Area (the "TIF Expansion Ordinances", collectively referred to herein with the TIF Adoption Ordinances, the TIF Original Expansion Ordinances, and the TIF Amendment Ordinances, as the "TIF Ordinances").

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

WHEREAS, the City, by and through DPD, wishes to make available to the Park District a portion of the City Increment in an amount not to exceed $2,500,000 for the purpose of funding the Project costs (the "TIF-Funded Improvements") to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the TIF Ordinances contemplate that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Near South Redevelopment Area; and

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

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

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

WHEREAS, DPD has recommended that the City Council (i) approve the use of the City Increment for the purposes set forth in this ordinance; (ii) approve the conveyance of the City Property from the City to the Park District; and (iii) authorize the City to enter into the Agreement; now, therefore

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

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

SECTION 2. The City hereby approves the conveyance of the City Property to the Park District in its "as is" condition for the sum of One and No/100 Dollar ($1.00). The City Property shall be conveyed to the Park District subject to the Park District's execution of and in accordance with the terms and conditions of the Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk, is authorized to attest, a quitclaim deed or deeds conveying the City Property to the Park District. The quitclaim deed(s) shall include the following covenant running with the land, or language substantially similar and acceptable to the Corporation Counsel:

> This conveyance is subject to the express condition that the City Property be used for park purposes. In the event that the above condition is not met, the City may re-enter and take possession of the City Property, terminate the estate conveyed to the Park District, and revest title to the City Property in the City.

SECTION 4. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 5. Subject to the approval of the Corporation Counsel of the City as to form and legality, and the approval of the Chief Financial Officer or the City Comptroller, the Commissioner of DPD (or any successor department thereto) are authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 6. 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 7. This ordinance takes effect upon its passage and approval.

Exhibit A – Legal Description of City Property
Exhibit B – Aerial Photograph of Project Site Depicting Ownership
Exhibit C – Legal Description of Project Site
Exhibit D – Survey of Project Site
Exhibit E – Intergovernmental Agreement

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 11TH PLACE (LAKE PARK PLACE), AS PER THE RECORDED PLAT THEREOF, AND THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, SAID WEST RIGHT OF WAY LINE ALSO BEING ALONG A LINE PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM THE WEST LINE OF 130 FEET WIDE MICHIGAN AVENUE, AS PER THE RECORDED PLAT THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF EAST 11TH PLACE, A DISTANCE OF 234.71 FEET TO A POINT ON THE COMMON RIGHT OF WAY AND PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) AS ESTABLISHED BY DEED DATED APRIL 30, 1987, AND RECORDED AS DOCUMENT NO. 87233821 IN THE RECORDS OF THE COOK COUNTY, ILLINOIS RECORDER; THENCE NORTHWESTERLY ALONG THE LAST SAID COMMON PROPERTY LINE A DISTANCE OF 125 FEET, MORE OR LESS, TO A POINT ON A LINE MARKING THE NORTHERLY STRAIGHT LINE EXTENSION OF A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE TANGENT PORTION OF THE EASTERLYMOST FREIGHT TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AS SAID TRACK EXISTED AS OF APRIL 30, 1987; THENCE NORTHERLY ALONG THE NORTHERLY STRAIGHT LINE EXTENSION OF THE LAST SAID PARALLEL LINE A DISTANCE OF 750 FEET, MORE OR LESS, TO A POINT OPPOSITE ILLINOIS CENTRAL RAILROAD COMPANY'S MILEPOST 1.22, SAID POINT BEING THE COMMON PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND METRA AS ESTABLISHED IN SAID DOCUMENT NO. 87233821, SAID POINT ALSO BEING ALONG A LINE PARALLEL WITH AND 810 FEET, MORE OR LESS, NORMALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF BALBOA DRIVE, AS PER THE RECORDED PLAT THEREOF; THENCE WESTERLY ALONG THE LAST SAID PARALLEL LINE A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM SAID WEST LINE OF MICHIGAN AVENUE; THENCE SOUTHERLY ALONG THE LAST SAID PARALLEL LINE, A DISTANCE OF 875 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 3.5 ACRES, MORE OR LESS.

EXCEPTING FROM PARCEL 2 THAT PORTION LYING NORTH, NORTHEAST AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15); THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST (RECORD) NORTH 01 DEGREE 27 MINUTES 48 SECONDS

WEST (MEASURED), ALONG SAID WEST RIGHT OF WAY LINE, 955.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 32 MINUTES 12 SECONDS EAST (MEASURED) 5.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 596.35 FEET, HAVING A CHORD BEARING SOUTH 14 DEGREES 23 MINUTES 07 SECONDS EAST (MEASURED) FOR A DISTANCE OF 276.90 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 5,786.67 FEET, HAVING A CHORD BEARING SOUTH 31 DEGREES 20 MINUTES 47 SECONDS EAST (MEASURED) FOR A DISTANCE OF 212.92 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 2,238.18 FEET, HAVING A CHORD BEARING SOUTH 09 DEGREES 04 MINUTES 20 SECONDS EAST (MEASURED) FOR A DISTANCE OF 129.17 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 720.05 FEET, A CHORD BEARING SOUTH 19 DEGREES 34 MINUTES 27 SECONDS EAST (MEASURED) FOR A DISTANCE OF 103.76 FEET TO A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21,1919, THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST (RECORD) SOUTH 17 DEGREES 56 MINUTES 03 SECONDS EAST (MEASURED), ALONG SAID PARALLEL LINE 231.49 FEET TO THE NORTH LINE OF ROOSEVELT ROAD AS ESTABLISHED PER DOCUMENT 96237432 AND THE TERMINUS OF THE HEREIN DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

ADDRESS: 303 EAST 8th STREET
300 EAST 11th STREET
CHICAGO, ILLINOIS

PINS: 17-15-501-004-0000 (PART OF)
17-15-501-005-0000 (PART OF)

EXHIBIT B

DEPICTION OF PROPERTY OWNERSHIP

(ATTACHED)

Exhibit B (Project Boundary)

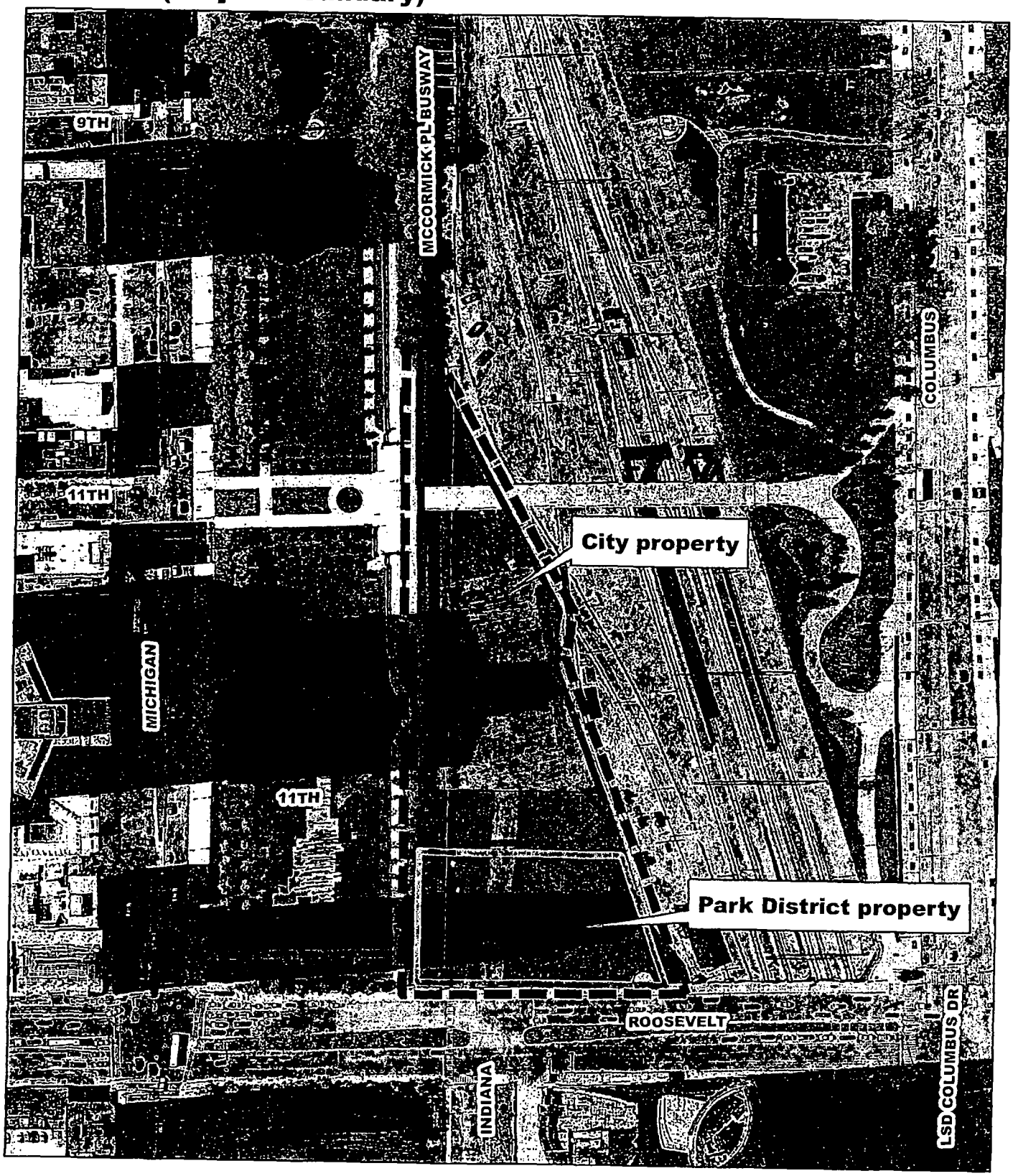


EXHIBIT C

LEGAL DESCRIPTION OF PROJECT SITE

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTIONS 15 AND 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15) AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 233,00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST 11TH PLACE); THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, A DISTANCE OF 234.71 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21,1919, THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 242.72 FEET, TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE, EAST FROM THE WEST LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, A DISTANCE OF 303.06 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE MENTIONED POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 33,00 FEET TO A POINT ON THE NORTH LINE OF ROOSEVELT ROAD PER DOCUMENT 96237432: THENCE NORTH 88 DEGREES 08 SECONDS 37 SECONDS EAST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 144.88 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 100.79 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 35 SECONDS WEST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 17.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 41.50 FEET, TO A POINT ON THE AFORESAID LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 56.77 FEET, TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID FRACTIONAL SECTION 15 A DISTANCE OF 303.06 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 11TH PLACE (LAKE PARK PLACE), AS PER THE RECORDED PLAT THEREOF, AND THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, SAID WEST RIGHT OF WAY LINE ALSO BEING ALONG A LINE PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM THE WEST LINE OF 130 FEET WIDE MICHIGAN AVENUE, AS PER THE RECORDED PLAT THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF EAST 11TH PLACE, A DISTANCE OF 234.71 FEET TO A POINT ON THE COMMON RIGHT OF WAY AND PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) AS ESTABLISHED BY DEED DATED APRIL 30, 1987, AND RECORDED AS DOCUMENT NO. 87233821 IN THE RECORDS OF THE COOK COUNTY, ILLINOIS RECORDER; THENCE NORTHWESTERLY ALONG THE LAST SAID COMMON PROPERTY LINE A DISTANCE OF 125 FEET, MORE OR LESS, TO A POINT ON A LINE MARKING THE NORTHERLY STRAIGHT LINE EXTENSION OF A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE TANGENT PORTION OF THE EASTERLYMOST FREIGHT TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AS SAID TRACK EXISTED AS OF APRIL 30, 1987; THENCE NORTHERLY ALONG THE NORTHERLY STRAIGHT LINE EXTENSION OF THE LAST SAID PARALLEL LINE A DISTANCE OF 750 FEET, MORE OR LESS, TO A POINT OPPOSITE ILLINOIS CENTRAL RAILROAD COMPANY'S MILEPOST 1.22, SAID POINT BEING THE COMMON PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND METRA AS ESTABLISHED IN SAID DOCUMENT NO. 87233821, SAID POINT ALSO BEING ALONG A LINE PARALLEL WITH AND 810 FEET, MORE OR LESS, NORMALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF BALBOA DRIVE, AS PER THE RECORDED PLAT THEREOF; THENCE WESTERLY ALONG THE LAST SAID PARALLEL LINE A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM SAID WEST LINE OF MICHIGAN AVENUE; THENCE SOUTHERLY ALONG THE LAST SAID PARALLEL LINE, A DISTANCE OF 875 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 3.5 ACRES, MORE OR LESS.

PARCEL 3:

THE LAND, PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, IN FRACTIONAL SECTION 15 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 28.10 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID, LAND, PROPERTY AND SPACE, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15) AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 233.0 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST 11TH PLACE); THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE

EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, A DISTANCE OF 234.71 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919, SAID INTERSECTION BEING THE POINT OF BEGINNING FOR THAT PART OF SAID LAND, PROPERTY AND SPACE HEREINAFTER DESCRIBED; THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 242.72 FEET TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE, EAST FROM THE WEST LINE OF SAID RIGHT OF WAY; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, A DISTANCE OF 281.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE NORTH 16 DEGREES 20 MINUTES 59 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD OF 242.72 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, AND THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID EASTWARD EXTENSION, A DISTANCE OF 281.27 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF DEDICATED PER DEED OF DEDICATION AND GRANT OF TEMPORARY AND PERPETUAL EASEMENTS RECORDED MARCH 28,1996 AS DOCUMENT NO. 96237432; ALSO EXCEPT THEREFROM THAT PART THEREOF LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF LAKE PARK PLACE (11TH PLACE) PRODUCED EAST THAT IS 761.0 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE AND EXTENDING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO AN INTERSECTION WITH THE SOUTH LINE OF 12TH STREET BOULEVARD (EXTENDED EAST) AT A POINT 877 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE) IN COOK COUNTY, ILLINOIS,

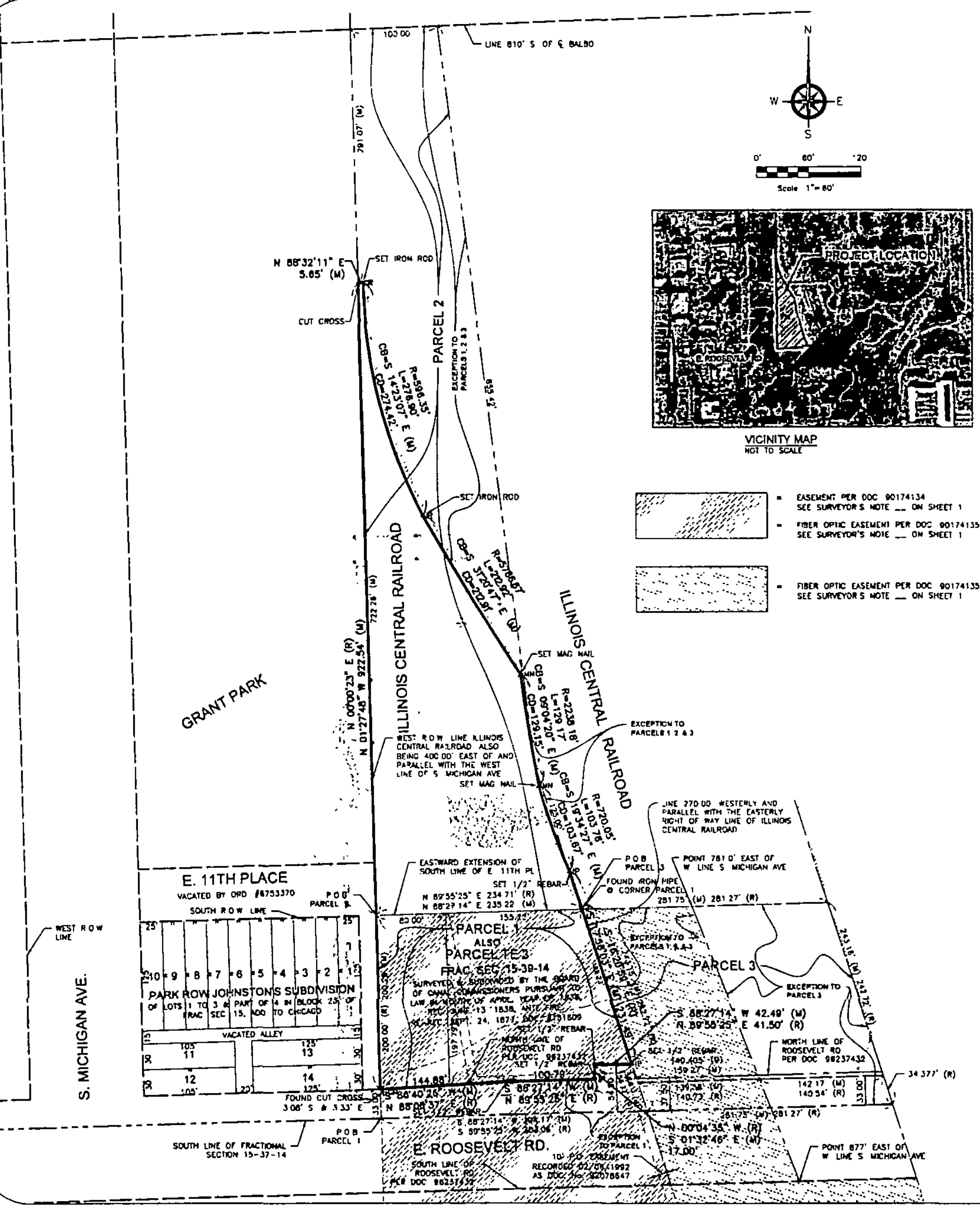
EXCEPTING FROM PARCELS 1, 2 AND 3 THAT PORTION LYING NORTH, NORTHEAST AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15); THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST (RECORD) NORTH 01 DEGREE 27 MINUTES 48 SECONDS WEST (MEASURED), ALONG SAID WEST RIGHT OF WAY LINE, 955.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 32 MINUTES 12 SECONDS EAST (MEASURED) 5.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 596.35 FEET, HAVING A CHORD BEARING SOUTH 14 DEGREES 23 MINUTES 07 SECONDS EAST (MEASURED) FOR A DISTANCE OF 276.90 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 5,786.67 FEET, HAVING A CHORD BEARING SOUTH 31 DEGREES 20 MINUTES 47 SECONDS EAST (MEASURED) FOR A DISTANCE OF 212.92 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 2,238.18 FEET, HAVING A CHORD BEARING SOUTH 09 DEGREES 04 MINUTES 20 SECONDS EAST (MEASURED) FOR A DISTANCE OF 129.17 FEET TO A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 720.05 FEET, A CHORD BEARING SOUTH 19 DEGREES 34 MINUTES 27 SECONDS EAST (MEASURED) FOR A DISTANCE OF 103.76 FEET TO A LINE WHICH IS 270.00 FEET (MEASURED

PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21,1919, THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST (RECORD) SOUTH 17 DEGREES 56 MINUTES 03 SECONDS EAST (MEASURED), ALONG SAID PARALLEL LINE 231.49 FEET TO THE NORTH LINE OF ROOSEVELT ROAD AS ESTABLISHED PER DOCUMENT 96237432 AND THE TERMINUS OF THE HEREIN DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

SURVEY OF PROJECT SITE

(ATTACHED)



VICINITY MAP
NOT TO SCALE

Scale 1"= 80'

- EASEMENT PER DOC 90174134 SEE SURVEYOR'S NOTE __ ON SHEET 1
- FIBER OPTIC EASEMENT PER DOC 90174135 SEE SURVEYOR'S NOTE __ ON SHEET 1
- FIBER OPTIC EASEMENT PER DOC 90174135 SEE SURVEYOR'S NOTE __ ON SHEET 1

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTIONS 15 AND 22 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15) AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 233.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST 11TH PLACE), THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE A DISTANCE OF 234.71 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21,1919, THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 242.72 FEET, TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE, EAST FROM THE WEST LINE OF SAID RIGHT OF WAY THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, A DISTANCE OF 303.06 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS BEGINNING AT THE ABOVE MENTIONED POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF ROOSEVELT ROAD PER DOCUMENT 98237432 THENCE NORTH 88 DEGREES 08 SECONDS 37 SECONDS EAST ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 144.88 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 100.79 FEET, THENCE NORTH 00 DEGREES 04 MINUTES 35 SECONDS WEST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 17.00 FEET THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG SAID NORTH LINE OF ROOSEVELT ROAD, A DISTANCE OF 41.50 FEET TO A POINT ON THE AFORESAID LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 56.77 FEET, TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE OF SAID FRACTIONAL SECTION 15 A DISTANCE OF 303.06 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PARCEL2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 11TH PLACE (LAKE PARK PLACE), AS PER THE RECORDED PLAT THEREOF, AND THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY SAID WEST RIGHT OF WAY LINE ALSO BEING ALONG A LINE PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM THE WEST LINE OF 130 FEET WIDE MICHIGAN AVENUE AS PER THE RECORDED PLAT THEREOF, THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF EAST 11TH PLACE, A DISTANCE OF
234.71 FEET TO A POINT ON THE COMMON RIGHT OF WAY AND PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA) AS ESTABLISHED BY DEED DATED APRIL 30, 1987 AND RECORDED AS DOCUMENT NO 87233821 IN THE RECORDS OF THE COOK COUNTY, ILLINOIS RECORDER THENCE NORTHWESTERLY ALONG THE LAST SAID COMMON PROPERTY LINE A DISTANCE OF 125 FEET MORE OR LESS, TO A POINT ON A LINE MARKING THE NORTHERLY STRAIGHT LINE EXTENSION OF A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE TANGENT PORTION OF THE EASTERLYMOST FREIGHT TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY, AS SAID TRACK EXISTED AS OF APRIL 30, 1987, THENCE NORTHERLY ALONG THE NORTHERLY STRAIGHT LINE EXTENSION OF THE LAST SAID PARALLEL LINE A DISTANCE OF 750 FEET, MORE OR LESS, TO A POINT OPPOSITE ILLINOIS CENTRAL RAILROAD COMPANY'S MILEPOST 1.22, SAID POINT BEING THE COMMON PROPERTY LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AND METRA AS ESTABLISHED IN SAID DOCUMENT NO 87233821, SAID POINT ALSO BEING ALONG A LINE PARALLEL WITH AND 810 FEET, MORE OR LESS, NORMALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF BALBOA DRIVE, AS PER THE RECORDED PLAT THEREOF THENCE WESTERLY ALONG THE LAST SAID PARALLEL LINE A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT ON A LINE
PARALLEL WITH AND 400 FEET NORMALLY DISTANT EASTERLY FROM SAID WEST LINE OF MICHIGAN AVENUE, THENCE SOUTHERLY ALONG THE LAST SAID PARALLEL LINE, A DISTANCE OF 875 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 3.5 ACRES MORE OR LESS

PARCEL 3

THE LAND, PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY, IN FRACTIONAL SECTION 15 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 28.10 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY, OF THAT PART OF SAID, LAND, PROPERTY AND SPACE, DESCRIBED AS FOLLOWS COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15
AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15) AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 233.0 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAKE PARK PLACE (EAST 11TH PLACE), THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, A DISTANCE OF 234.71 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21, 1919, SAID INTERSECTION BEING THE POINT OF BEGINNING FOR THAT PART OF SAID LAND, PROPERTY AND SPACE HEREINAFTER DESCRIBED, THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 242.72 FEET
TO A POINT ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, WHICH IS 303.06 FEET, MEASURED ALONG SAID LINE, EAST FROM THE WEST LINE OF SAID RIGHT OF WAY THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST, ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 15, A DISTANCE OF 281.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, THENCE NORTH 16 DEGREES 20 MINUTES 59 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD OF 242.72 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTWARD EXTENSION OF SAID SOUTH LINE OF LAKE PARK PLACE, AND THENCE SOUTH 89 DEGREES 55 MINUTES 25 SECONDS WEST ALONG SAID EASTWARD EXTENSION, A DISTANCE OF 281.27 FEET, TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF DEDICATED PER DEED OF DEDICATION AND GRANT OF TEMPORARY AND PERPETUAL EASEMENTS RECORDED MARCH 28 1998 AS DOCUMENT NO 98237432 ALSO EXCEPT THEREFROM THAT PART THEREOF LYING EAST OF A LINE DESCRIBED AS FOLLOWS COMMENCING AT A POINT IN THE SOUTH LINE OF LAKE PARK PLACE (11TH PLACE) PRODUCED EAST THAT IS 761.0 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE AND EXTENDING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO AN INTERSECTION WITH THE SOUTH LINE OF 12TH STREET BOULEVARD (EXTENDED EAST) AT A POINT 877 FEET EAST OF THE WEST LINE OF MICHIGAN AVENUE) IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCELS 1 2 AND 3 THAT PORTION LYING NORTH, NORTHEAST AND EASTERLY OF THE FOLLOWING DESCRIBED LINE COMMENCING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 15 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST RIGHT OF WAY LINE OF SAID RAILROAD (SAID WEST LINE BEING 400.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH MICHIGAN AVENUE, AS ESTABLISHED IN SAID SECTION 15), THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST (RECORD) NORTH 01 DEGREE 27 MINUTES 48 SECONDS WEST (MEASURED) ALONG SAID WEST RIGHT OF WAY LINE, 955.54 FEET TO THE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 32 MINUTES 12 SECONDS EAST (MEASURED) 5.65 FEET TO A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST HAVING A RADIUS OF 596.35 FEET HAVING A CHORD BEARING SOUTH 14 DEGREES 23 MINUTES 07 SECONDS EAST (MEASURED) FOR A DISTANCE OF 278.90 FEET TO A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST HAVING A RADIUS OF 5,788.67 FEET, HAVING A CHORD BEARING SOUTH 31 DEGREES 20 MINUTES 47 SECONDS EAST (MEASURED) FOR A DISTANCE OF 212.92 FEET TO A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 2,238.18 FEET HAVING A CHORD BEARING SOUTH 09 DEGREES 04 MINUTES 20 SECONDS EAST (MEASURED) FOR A DISTANCE OF 129.17 FEET TO A NON-TANGENT CURVE THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE EAST, HAVING A RADIUS OF 720.05 FEET, A CHORD BEARING SOUTH 19 DEGREES 34 MINUTES 27 SECONDS EAST (MEASURED) FOR A DISTANCE OF 103.76 FEET TO A LINE WHICH IS 270.00 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, AS SAID EASTERLY LINE WAS ESTABLISHED BY ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 21 1919 THENCE SOUTH 16 DEGREES 20 MINUTES 59 SECONDS EAST (RECORD) SOUTH 17 DEGREES 58 MINUTES 03 SECONDS EAST (MEASURED), ALONG SAID PARALLEL LINE 231.49 FEET TO THE NORTH LINE OF ROOSEVELT ROAD AS ESTABLISHED PER DOCUMENT 98237432 AND THE TERMINUS OF THE HEREIN DESCRIBED LINE IN COOK COUNTY, ILLINOIS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

-ALTAMANU, INC
-STEWART TITLE GUARANTY COMPANY
-CHICAGO PARK DISTRICT

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 7(a), 8, 9 AND 11(b) OF TABLE A THEREOF THE FIELD WORK WAS COMPLETED ON ________

DATE OF PLAT OR MAP

PRO FORMA

STEVEN BARCZAK, IPLS NO 3269 LICENSE EXPIRES 11/30/2014

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

THIS PLAT IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND EMBOSSED SEAL.

EDI
Environmental Design International inc
Civil Survey Environmental and Construction Inspection Services
33 W MONROE STREET SUITE 1825 CHICAGO IL 60603
Ph (312) 345-1400 Fax (312)345 0529
www.envdesign.com

PROJECT
ALTA/ACSM LAND TITLE SURVEY
SOUTH GRANT PARK
CHICAGO, IL

CLIENT
ALTAMANU, INC
1700 W. IRVING PARK ROAD, SUITE 202
CHICAGO, IL 60613

PROFESSIONAL LAND SURVEYOR STEVEN BARCZAK NO 3269 CHICAGO STATE OF ILLINOIS

No	Revision/Issue	Date

PROJECT No	1820 001
SCALE	SEE SHEET
REVIEWED BY	SB
CHECKED BY	SB/MTR
DRAWN BY	MDT
FIELD CREW	MM/JF
FIELD DATE	2/21/2014
DATE	3/5/2014
PLAN TYPE	ALTA/ACSM LAND TITLE SURVEY
SHEET NUMBER	1 OF 4

EXHIBIT E

INTERGOVERNMENTAL AGREEMENT

(ATTACHED)

AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
GRANT PARK SKATE PARK

This Agreement is made this ___ day of _____, 201__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development (together with any successor department thereto, "**DPD**"), and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The City is the owner of certain real property legally described on Exhibit A-1 attached hereto (subject to final title and survey, the "City Property").

D. The City Property consists of approximately 1.9 acres and is located in the southwest corner of Grant Park adjacent to the McCormick Place Busway and Illinois Central Railroad tracks, as generally depicted on Exhibit B attached hereto.

E. The Park District is the owner of certain real property legally described on Exhibit A-2 attached hereto and depicted on Exhibit B (subject to final title and survey, the "Park District Property"), which is located immediately adjacent to the City Property and consists of approximately 1.1 acres.

F. The Park District Property and the City Property are collectively referred to herein as the "Project Site.

G. The Park District wishes to build, develop, and operate a new skate park on the Project Site (the "Project").

H. 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.

I. All of the Project Site lies wholly within the boundaries of the Near South Redevelopment Area (as hereinafter defined).

J. To induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on November 28, 1990, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 25969 to 26047: (1) An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central Station Redevelopment Project Area; (2) An Ordinance of the City of Chicago, Illinois

Designating the Central Station Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Central Station Redevelopment Project Area (the "TIF Adoption Ordinances"). To expand the original redevelopment area (the "Original Project Area") by including additional contiguous areas (together with the Original Project Area, the "Expanded Project Area") pursuant to the Act and to name the Expanded Project Area the "Near South Tax Increment Financing Redevelopment Area", the City Council adopted the following ordinances on August 3, 1994, and published in the Journal for such date at pages 54876 to 54950: (1) An Ordinance of the City of Chicago, Illinois for Approval and Adoption of a Redevelopment Project and Plan for the Near South Redevelopment Project Area; (2) An Ordinance of the City of Chicago, Illinois for Designation of the Near South Redevelopment Project Area (the "Near South Redevelopment Area") as a Tax Increment Financing District Redevelopment Area; and (3) An Ordinance of the City of Chicago, Illinois for Adoption of Tax Increment Financing for the Near South Redevelopment Project Area (the "TIF Original Expansion Ordinances"). The TIF redevelopment project and plan were further amended by: (1) An Ordinance for the Approval of Amendment Number 2 to the Expanded Near South Tax Increment Financing Redevelopment Project and Plan, on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012; (2) An Ordinance for the Approval of Amendment Number 3 to Near South Tax Increment Financing Redevelopment Project and Plan, on March 28, 2001, and published in the Journal for such date at pages 55308 to 55313; (3) An Ordinance for an Amendment of Near South Tax Increment Financing Redevelopment Plan and Project, on June 9, 2010, and published in the Journal for such date at pages 92483 to 92567 (the "TIF Amendment Ordinances"). To further expand the Expanded Project Area pursuant to the Act, the City Council adopted on April 13, 2011 and published in the Journal for such dates at pages, 114567-114621; 114623-114632, and 114634-114641, the following ordinances: (1) An Ordinance of the City of Chicago, Illinois Approving Revision Number 5 to the Redevelopment Plan for the Near South Tax Increment Financing Redevelopment Area; (2) An Ordinance of the City of Chicago, Illinois Designating the 2011 Expanded Project Area Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near South Tax Increment Financing 2011 Expanded Project Area (the "TIF Expansion Ordinances", collectively referred to herein with the TIF Adoption Ordinances, the TIF Original Expansion Ordinances, and the TIF Amendment Ordinances, as the "TIF Ordinances").

K. 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 Near South Redevelopment Area shall be known as the "City Increment").

L. The TIF Ordinances contemplate that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Near South Redevelopment Area.

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

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

O. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall (1) convey the City Property to the Park District; (2) reimburse or pay the Park District for funding the Project costs (the "TIF-Funded Improvements") in an amount not to exceed $2,500,000 (the "Project Assistance").

P. On January 15, 2014, and again on March 12, 2014 the Park District's Board of Commissioners passed resolutions expressing its desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (collectively, the "Park District Ordinance") .

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1 The Park District will purchase the City Property in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto, including but not limited to 70 ILCS 1505/0.01 et seq. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance

1.2 No later than 6 months after the Closing Date, or later as the Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

1.4 The Park District shall also provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Project Site as a public park from all appropriate governmental authorities,

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

SECTION 2. FUNDING.

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

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

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

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

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by DPD; and

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

2.3. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.2 are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.4. The current estimate of the cost of the Project is $2,650,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit E attached hereto and hereby made a part hereof. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project, including, but not limited to, costs relating to the Project Site, over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

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

2.6. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2.6 and Section 2.1. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

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

SECTION 3. TERM, CONVEYANCE AND RIGHTS OF ENTRY.

3.1 The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Near South Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

3.2 The Park District shall complete the construction and development of the Project within one (1) year following the Closing Date.

3.3 The City shall convey the City Property to the Park District by quitclaim deed for the sum of One Dollar ($1.00) on the Closing Date. Without limiting the generality of the quitclaim nature of the City's deed, such conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

(a) the Redevelopment Project and Plan for the Near South Redevelopment Project Area;
(b) the standard exceptions in an ALTA title insurance policy;
(c) general real estate taxes;
(d) special assessments or other taxes, if any;
(e) all easements, encroachments, covenants and restrictions of record and not shown of record;

(f) any liens thereon;
(g) such other title defects as may exist; and
(h) any and all exceptions caused by the acts of the Park District or its agents.

3.4 The Park District agrees to notify the City at least five (5) days prior to commencing the Project. The Park District further agrees to notify the City promptly upon completing the Project. The Park District shall require its contractor to provide the City evidence of the types and amounts of insurance as shall be determined by the City and to indemnify the City against all liabilities resulting from the commencement, management, performance, and, after completion, maintenance of the Project.

3.5 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the City Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption, but shall have no further duties with respect to any such taxes. Furthermore, the Park District shall be responsible for all taxes accruing on the City Property after the Closing Date.

SECTION 4. ENVIRONMENTAL MATTERS AND "AS IS, WHERE IS" CONDITION.

4.1. The Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein. The City's financial obligation shall be limited to an amount not to exceed $2,500,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the City Property or the suitability of the City Property as a park or for any use whatsoever.

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

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

4.4 In addition, the City Property shall be conveyed to the Park District in its "as is, where is" condition, with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of the Park District to investigate and determine the soil and environmental condition of the City Property. If the soil conditions are not in all respects entirely suitable for the use or uses to which the City Property is intended to be utilized for under this Agreement, then it shall be the sole responsibility and obligation of the Park District to take such action as may be necessary to place the soil and environmental condition of the City Property in a condition entirely suitable for the intended uses under this Agreement. After the City's conveyance of the City Property to the Park District, the Park District shall have no recourse whatsoever against the City under any Environmental Laws or any other laws, rules or regulations for the environmental, soil or other

condition of the City Property. For purposes of the foregoing, "Environmental Laws" shall 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 to (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, including but not limited to 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 thereof, whether or not in the performance of this Agreement.

SECTION 5. INSURANCE.

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

A. INSURANCE PROVIDED BY THE PARK DISTRICT

In connection with the execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Agreement, the Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Self Insurance

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

B. INSURANCE PROVISIONS OF THE CONTRACTOR

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 coverage and requirements specified below, insuring all operations related to the Contract.

(i) 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 $500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage 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 (not to include Endorsement CG 21 39 or equivalent). The Park District 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 Agreement.

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

(iii) 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 Park District 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.

(v) Professional Liability

When any architects, engineers, project/construction managers or any 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. 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.

(vi) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The Park District and the City of Chicago are to be named as additional insureds and loss payees (subject to the rights of any permitted mortgagee).

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.

5.2. On or before the Closing Date, the Park District must furnish the City evidence of self-insurance. The Park District must furnish the City at the address stated in Section 8.13, original Certificates of Insurance, or such similar evidence, to be in force on or before the Park District commences construction of the Project, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate form or equivalent prior to the commencement of construction of the Project. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from the Park District is not a waiver by the City of any requirements for the Park District to obtain and maintain the specified coverage.

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

5.4 The Park District must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5 Any deductibles or self insured retentions on referenced insurance must be borne by Park District and other contractors, as applicable.

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

5.7 The insurance and limits furnished by the Park District in no way limit the Park District's or any other Contractors' liabilities and responsibilities specified within the Agreement or by law.

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

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

5.10 The Park District must require all Contractors and Subcontractors to provide the insurance required herein and any other insurance customarily required by the Park District or the Park District may provide the coverages for Contractors and Subcontractors. All Contractors and Subcontractors are subject to the same insurance requirements of Park District unless otherwise specified in this Agreement.

5.11 Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the rights to modify, delete, alter or change requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

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

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

thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable

by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

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

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

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

To the City:
City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1006
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5777
(312) 744-6552 (Fax)

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

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

With a copy to:
Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611

(312) 742-4602
(312) 742-5316 (Fax)

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

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

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

For the City:

Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District:

Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4682
(312) 742-5347 (Fax)

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

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

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

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

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

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

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

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

By:_____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and
corporate

By:_____
Michael P. Kelly
General Superintendent and CEO

Attest:

By: _____
Kantrice Ogletree
Secretary

Exhibit A-1
Legal Description of City Property

(See Exhibit A to Ordinance
Subject to Final Title and Survey)

Exhibit A-2
Legal Description of Park District Property

(To Be Added
Subject to Final Title and Survey)

Exhibit B
Depiction of Property Ownership

(See Exhibit B to Ordinance)

Exhibit C

Project Description

The TIF-Funded Improvements for the Project include the following:

[To be attached at closing]

Exhibit D
Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

$_____

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

$_____

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

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

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

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

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

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

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

Chicago Park District

By:_____
Name
Title:_____

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

_____
My commission expires:_____

Agreed and accepted:

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

Exhibit E
Project Budget
TIF-Funded Improvements

Park Development Uses Budget:

Estimated Cost	Uses Budget
$127,000	Design fees
$66,247	Site Preparation/Demolition
$530,250	Drainage/utilities
$580,139	Landscape, Earthwork
$265,487	General Construction
$1,080,877	Event Wheel Friendly Area
$2,650,000	Total*

The Commissioner may authorize changes to the preliminary budget set forth above, but may not increase the maximum amount of the budget nor materially change the nature of the Project.

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City shall not exceed $2,500,000.

City of Chicago

O2014-4249

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Chicago Park District for use of property at 6871 W Belden Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

H59

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 access, license and 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, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with the Chicago Park District, governing the City's use of property located at 6871 West Belden Avenue by the Chicago Public Library, payment of rent, and indemnification; such Lease to be approved by the Commissioner of the Chicago Public Library and approved 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 _____, 2014 (the "**Effective Date**"), by and between, **THE CHICAGO PARK DISTRICT,** a body politic and corporate and unit of local government (hereinafter referred to as the "**District**") and, **THE CITY OF CHICAGO,** a municipal corporation and home rule unit of government (hereinafter referred to as the "**City**").

RECITALS

WHEREAS, the District is the owner of the Sayre Park Field House (the "**Building**") located at 6871 West Belden Avenue, Chicago, Cook County, Illinois; and

WHEREAS, the District has agreed to lease to the City, and the City has agreed to lease from the District, the Community/Library Room located in the northeast portion of the Building and comprised of approximately 420 square feet of space for use as the Galewood-Montclare branch of the Chicago Public Library; 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.

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

SECTION 1. GRANT

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

> The Community/Library Room comprised of approximately 420 square feet of space located in the northeast portion of 6871 West Belden Avenue, Chicago, Cook County, Illinois (part of PIN # 13-31-116-002 - the "**Premises**").

SECTION 2. TERM

The term of this Lease (the "**Term**") shall commence on the Effective Date and shall end on December 31, 2016 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. The City shall pay the District rent for use of the Premises in the amount of:

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

3.2 Utilities and Other Services. The District shall provide and pay for water, electricity, and gas for the Building. The City shall pay when due all charges for, telephone, cable, alarm systems, and all other communication systems that may be charged to the Premises during, or as a result of, the City's occupancy of the Premises.

3.3 Leasehold Taxes. To the extent that the City is not exempt from taxes or fees, the City shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Premises assessed on or after the date of occupancy and in connection with this Lease or the City's use of the Premises. The City shall cooperate with the District in resolving any leasehold or other tax issues that may arise from the City's occupancy. The City shall not be responsible for any taxes assessed against third parties or the District's use or ownership of the Building or any portion thereof.

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

4.1 Covenant of Quiet Enjoyment. The District covenants and agrees that the City, upon observing and keeping the covenants, agreements and conditions of the 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 the Lease) during the Term without hindrance or molestation by the District or by any person or persons claiming under the District.

4.2 The District's Duty to Maintain Premises and Right of Access. The District shall take reasonable efforts to maintain the Building and the Premises in a condition of good repair and good order and in compliance with all applicable provisions of the Municipal Code of Chicago. The District 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, the District shall first give notice to the City of the District's desire to enter the Premises, or any portion thereof, and the District will schedule the District's entry so as to minimize any interference with the City's use of Premises.

4.3 Use of the Premises. The City shall not use the Premises in a manner that would violate any law. The City further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, 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. Any activities on the Premises must be limited to use as public library branch. The promotion and operation of a public library branch does not include direct or indirect participation or intervention in political campaigns on behalf of, or in opposition to, any candidate for public office. The City shall not use said Premises for political or religious activities. The City agrees that it in providing programming on the Premises the City shall not discriminate against any member of the public because of race, creed, religion, color, sexual orientation, or national origin.

4.4 Alterations and Additions. The City may make alterations, additions, and improvements to the Premises but only with the prior written approval of the District. The District shall not unreasonably withhold consent. Any such alterations and additions shall be made in full compliance with any applicable codes, laws, or standards.

SECTION 5. ASSIGNMENT AND LIENS

5.1 Assignment. The City shall not assign the Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of the District in each instance. The District shall not unreasonably withhold such consent.

5.2 The City's Covenant against Liens. The City shall not cause or permit any lien or encumbrance, whether created by act of the City, operation of law or otherwise, to attach to or be placed upon the District's title or interest in the Premises and/or the Building.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Indemnification. Subject to allocation of adequate appropriations and other applicable legislative procedures, approvals, and requirements, the City shall indemnify, defend, and hold the District 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 the District by reason of the City's performance of or failure to perform any of the City's obligations under this Lease or the City's negligent acts or failure to act, or resulting from the acts or failure to act of the City's contractors, respective officers, directors, agents, employees, or invitees or any liabilities, judgments or settlements that may arise from any access to the Premises by the City's invitees or any third parties.

6.2 Self-Insurance. The City is self-insured and will provide the District with a letter executed by an authorized official indicating that the City is self-insured. This letter shall be provided to the District on an annual basis.

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/her position to influence any governmental decision or action with respect to this Lease.

7.2 Duty to Comply with Governmental Ethics Ordinance. The City and the District shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement

for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by the City shall be construed to be a tenancy from month to month beginning on January 1, 2017 (the "**Holding Over**") and the rent shall be the same as listed in Section 3.1 of this Lease. During such Holding Over all other provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

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

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

With a copy to:

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

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

Chicago Park District
Attention: General Counsel
541 North Fairbanks Court, 7th Floor
Chicago, Illinois 60611

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

9.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease 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 governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States the District Court for the Northern the District 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 insure to the benefit of the parties and their representatives, heirs, successors, and assigns.

9.7 Time is of the Essence. Time is of the essence of this Lease 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 or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

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

9.10 Termination of Lease. The City and the District shall have the right to terminate this Lease for any reason without penalty at any time by providing the other party with sixty (60) days prior written notice.

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 such event the time period shall be extended for the amount of time the Party is so delayed.

9.12 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to the City's use of the Premises and/or the District's administration of this Lease. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and the District. 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.

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

9.14 No Construction against Preparer. This Lease shall not be interpreted in favor of either the City or the District. The City and the District acknowledge that both parties participated fully in the mutual drafting of this Lease.

9.15 District Responsibilities for the Park. As part of the District's standard responsibilities, the District shall perform snow and ice removal from the park sidewalks including the sidewalks at the front of the Building. As part of the District's standard responsibilities, the District shall perform landscaping for the Park including the areas that immediately abut the Building.

SECTION 10. ADDITIONAL CITY RESPONSIBILITIES

10.1 Satisfaction with Condition. The City has inspected the Premises and all related areas and grounds and the City is satisfied with the physical condition thereof. The City agrees to accept the Premises "as is," "where is," and "with all faults."

10.2 Air-Conditioning. The City acknowledges that the Building does not have an air conditioning system. The City may elect to supply, repair, and replace portable window units to provide air-conditioning to the Premises.

10.3 Custodial Services. The City shall maintain the Premises in a clean, orderly, and presentable condition.

10.4 Security. The City shall secure the Premises. The District shall secure the Building.

10.5 Repairs for Negligence, Vandalism, or Misuse. The City shall assume all responsibility for any repairs to any portion of the Premises or the Building necessitated by the negligence, vandalism, misuse, or other acts on any portion of the Premises by the City's employees, clients, invitees, agents, contractors, invitees, or third parties.

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

10.7 Hazardous Materials. The City shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of the District's fire insurance carrier. The City shall not destroy, deface damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

10.8 No Alcohol or Drugs. The City shall ensure that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

10.9 Fire Extinguishers. The City shall provide fire extinguishers for the Premises as required by any applicable laws.

10.10 No Substitute for Required Permitting. For any activity which the City desires to conduct on the Premises and for which a license or permit is required, said license or permit must be obtained by the City prior to using the Premises for such activity. The District must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease. The City understands that this Lease shall not act as a substitute for any other permitting or approvals that may be required to undertake activities on the Premises.

10.11 Condition upon Termination. Upon termination of this Lease, the City shall surrender the Premises to the District in a comparable condition to the condition of the Premises at the beginning of the City's occupancy, with normal wear and tear taken into consideration.

10.12 Trade Fixtures. Upon the termination of this Lease, the City shall remove or demolish the City's property, equipment, and trade fixtures from the Premises. Provided, however, that the City shall repair any injury or damage to the Premises or the Building which may result from such removal or demolition. If the City does not remove the City's property, equipment, and trade fixtures and all other items of property from the Premises upon termination, the District may, at its option, remove the same and deliver them to any other place of business of the City or warehouse the same. In such event, the City shall pay to the District the cost of removal, including the repair for such removal, delivery and warehousing. In the alternative, the District may treat such property as being conveyed to the District with this Lease acting as a bill of sale, without further payment or credit by the District to the City.

10.13 No Other Rights. This Lease does not give the City any other right with respect to the Premises or the Building. Any rights not specifically granted to the City by and through this

Lease are reserved exclusively to the District. Execution of this Lease does not obligate the District in any manner and the District shall not undertake any additional duties or services.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:_____
Commissioner

CHICAGO PUBLIC LIBRARY

By:_____
Commissioner

CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS

By:_____
President

APPROVED AS TO FORM AND LEGALITY:
BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel - Real Estate Division

CHICAGO PARK DISTRICT,
a body politic and corporate and unit of local government

BY: CHICAGO PARK DISTRICT

By:_____
General Superintendent

Approved as to legal form:

_____
General Counsel
Chicago Park District

6871 West Belden Avenue
Chicago Public Library
Lease No. 19052

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

City of Chicago

A2014-61

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Bonnnie Dinell-Dimond as member of Special Service Area No. 5, Commercial Avenue Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have appointed Bonnie Dinell-Dimond as a member of Special Service Area No. 5, the Commercial Avenue Commission, for a term effective immediately and expiring January 15, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-63

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Kearby J. Kaiser as member of Special Service Area No. 18, North Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have appointed Kearby J. Kaiser as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2016, to succeed Marshall A. Hornick, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-66

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Daiva Kamberos and Jose A. Garcia as members of Special Service Area No. 59, 59th Street Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have appointed Daiva Kamberos and Jose A. Garcia as members of Special Service Area No. 59, the 59th Street Commission, for terms effective immediately and expiring June 25, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-67

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jim Janas and Julio Gomez as members of Special Service Area No. 59, 59th Street Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have appointed Jim Janas and Julio Gomez as members of Special Service Area No. 59, the 59th Street Commission, for terms effective immediately and expiring June 25, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2014-4202

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925 for Department of Transportation
Committee(s) Assignment:	Committee on Budget and Government Operations

Budg

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 2014 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 Transportation has been awarded additional federal grant funds in the amount of $7,000 by the Illinois Department of Transportation which will be used for the CREATE Economic Benefits Study; now, therefore,

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

SECTION 1. The sum of $7,000, not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2014. 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 2014 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
ESTIMATE OF GRANT REVENUE FOR 2014			
	Awards from Agencies of the Federal Government	$ 1,494,480,500	$1,494,487,500
	925 - Grant Funds		

Dept and Dept #, and Grant Name	STRIKE AMOUNT 2014 Anticip'd	ADD AMOUNT 2014 Anticipated	STRIKE AMOUNT (2014 TOTAL)- Includes anticipated carryover	ADD AMOUNT (2014 TOTAL)- Includes anticipated carryover	STRIKE AMOUNT	ADD AMOUNT
23 **Department of Transportation:**						
CREATE Economic Benefits Study	$ 8,000	$ 15,000			$ 8,000	$ 15,000

S.\SHARED\Finance\MONROE\2014 925 Ord\April302014ord.doc

City of Chicago

O2014-4247

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor) Moreno (1) Fioretti (2) Burns (4) Pope (10) Balcer (11) Cardenas (12) Quinn (13) Burke (14) Foulkes (15) Munoz (22) Zalewski (23) Solis (25) Maldonado (26) Burnett (27) Reboyras (30) Suarez (31) Mell (33) Colón (35) Sposato (36) Laurino (39) O'Connor (40) Cappleman (46) Pawar (47) Osterman (48) Moore (49) Silverstein (50) Reilly (42)
Type:	Ordinance
Title:	Amendment of Municipal Code 2-92 by adding new Section 2-92-605 regarding Sweatshop-free procurement
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG-

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Chief Procurement Officer, I transmit herewith, together with Aldermen Pawar, Pat O'Connor, Laurino, Solis, Balcer, Reilly, Burns, Burnett, Fioretti, Moore, Osterman, Silverstein, Cappleman, Moreno, Cardenas, Munoz, Maldonado, Reboyras, Suarez, Colon, Pope, Quinn, Burke, Foulkes, Zalewski, Mell, and Sposato, an ordinance amending the Municipal Code regarding no-sweatshop City procurement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

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

SECTION 1. Chapter 2-92 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-92-605, as follows:

2-92-605 Sweatshop-free procurement.

(a) For purposes of this section, the following definitions shall apply:

(1) "Abusive forms of child labor" means (1) work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened by the person's employer with physical, mental or emotional harm for nonperformance; (2) work performed by a person under the age of 18 in violation of the laws of the applicable jurisdiction governing the minimum age of employment, compulsory education, or occupational health and safety; or (3) the use of a person under the age of 18 for illegal activities, including, but not limited to, the production or trafficking of illicit drugs or for prostitution.

(2) "Contract" means any contract, purchase order or agreement awarded by any officer or agency of the city for purchasing garments, and whose cost is to be paid from funds belonging to or administered by the city.

(3) "Contractor" means the person to whom a contract is awarded.

(4) "Subcontractor" means any person that enters into a subcontract agreement directly with a contractor for any work under a contract.

(5) "Foreign convict or forced labor" means any form of labor used to produce or manufacture goods prohibited from importation into the United States under 19 U.S. C. § 1307, which includes abusive forms of child labor and slave labor.

(6) "Garment" means any clothing, including uniforms, footwear, and related clothing accessories, such as hats and caps, ties, scarves, ribbons and shoestrings.

(7) "Slave labor" means any form of slavery, sale and trafficking of persons, debt bondage, indentured servitude, serfdom, or forced or compulsory labor.

(8) "Supply chain" means any manufacturer or distributor of garments.

(9) "Sweatshop labor" means any work performed by a person engaged by a contractor or subcontractor which has habitually violated laws of any applicable jurisdiction governing wages, employee benefits, occupational health and safety, nondiscrimination, or freedom of association. "Sweatshop labor" also means any work performed by a person engaged by a contractor or subcontractor that constitutes foreign convict or forced labor, or abusive forms of child labor or slave labor.

(b) Any solicitation for a contract advertised or otherwise communicated on or after January 1, 2015, and any contract entered into as a result of such solicitation, shall include a specification that the contractor shall:

(1) disclose to the city, in a form prescribed by the chief procurement officer, the contractor's supply chain for the performance of the contract; and

(2) complete an affidavit verifying that neither the contractor nor any of its subcontractors shall engage or otherwise utilize, in the performance of the contract, any supply chain that uses sweatshop labor.

(c) A contractor's failure to comply with this section shall constitute an event of default. In the event of default for failure to comply with this section, the chief procurement officer shall notify the contractor of such noncompliance and may, as appropriate: (i) issue the contractor a 30-day opportunity to cure; (ii) terminate the contract; or (iii) terminate the contract and rebid the remaining contract amount. This section shall not be construed to prohibit the city from also prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code.

(d) This section shall not apply to the extent it is preempted by applicable federal or state law or to the extent it conflicts with the terms or conditions of a federal or State of Illinois grant agreement.

(e) The chief procurement officer is authorized to adopt rules and regulations for the proper administration and enforcement of this section.

SECTION 2. Severability. If any part or provision of Section 2-92-605 of the Municipal Code of Chicago or the application of Section 2-92-605 of the Municipal Code of Chicago to any person or circumstance is held invalid, the remainder of the Section, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect. To this end, the provisions of Section 2-92-605 of the Municipal Code of Chicago are severable.

SECTION 3. After passage and publication, this ordinance shall take effect on January 1, 2015.

City of Chicago

O2014-4257

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 13, 15 and 17 regarding water tanks
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Buildings Commissioner, I transmit herewith an ordinance amending various provisions of the Municipal Code regarding water tanks.

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 13-20-330 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-330 Tanks – Inspection required.

~~Every tank having~~ Except as otherwise provided in Sections 13-20-310 and 13-20-320, if a tank has a capacity of more than 250 gallons, and the tank is located above the roof or above the floors of any building, or is located on any other structure, ~~except as provided by Sections 13-20-310 and 13-20-320, shall~~ such tank, including any tank supporting structure as defined in Section 13-96-415, may be inspected ~~annually~~ by the building commissioner as provided by this chapter.

SECTION 2. Section 13-20-340 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-20-340 Tanks – Inspection fee.

~~For every such annual inspection~~ If a tank, including any tank supporting structure as defined in Section 13-96-415, is inspected by the building commissioner under Section 13-20-330, ~~it shall be the duty of the owner to pay~~ an inspection fee of ~~$50.00~~ $150.00 shall be charged, in accordance with Section 13-20-012, for each such ~~tank~~ inspection.

SECTION 3. Section 13-20-650 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through, as follows:

13-20-650 Height and location.

Sign size and location shall be limited as follows:

(Omitted text is unaffected by this ordinance)

(i) No sign shall be attached to or supported by a chimney ~~or water tank~~ unless special permission has been obtained in writing from the building commissioner before the permit is issued.

(Omitted text is unaffected by this ordinance)

SECTION 4. Section 13-32-231 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-32-231 Rooftop gravity tank or tank supporting structure ~~wrecking~~ – Permit required for wrecking.

(1) It shall be unlawful for any person to demolish, in whole or in part, any rooftop gravity tank or tank supporting structure, or to demolish any building on which a rooftop gravity tank or tank supporting structure is located without first having obtained a permit to wreck or tear down such tank or tank supporting structure from the commissioner of buildings. The permit required under this section shall be in addition to any other permit required by law.

~~(2) No permit shall be issued under this section, for a period not to exceed 90 days, in order to enable the department of planning and development to explore options to preserve the tank, including, but not limited to, possible designation of the tank as a Chicago landmark in accordance with Article XVII of Chapter 2-120 of this code. The 90 days shall begin to run on the date that a copy of the application for the demolition permit is submitted by the applicant to the landmarks division of the department of planning and development, along with (i) a photograph accurately showing the current condition of the tank identified in the permit application, and (ii) if no part of the tank is visible from the public way at any distance or angle, a statement to that effect verified by affidavit. The 90 days may be extended for an additional period by mutual agreement between the applicant and the department of planning and development. This subsection (2) shall not apply to permit applications for the demolition of any tank if demolition is necessary to remedy conditions imminently dangerous to life, health or property as determined in writing by the department of buildings or the fire department; nor shall this subsection (2) apply if the permit applicant can prove, to the satisfaction of the commissioner of buildings, that the tank was constructed in its entirety after December 31, 1999.~~

(~~3~~2) Nothing in this section shall be construed to alter in any way the authority of or the process by which the commission on Chicago landmarks and the city council approve the issuance of demolition permits if such approval is required by this ~~code~~ Code.

(3) Nothing in this section shall be construed to alter in any way the authority of or the process by which the building commissioner exercises his or her emergency demolition powers under this Code or pursuant to a court order.

(4) ~~For purposes of~~ As used in this section~~, the following terms shall have the meanings ascribed to them in this subsection~~:

~~"Public way" means any sidewalk, street, alley, highway or other public thoroughfare located at ground level.~~

"Rooftop gravity tank" ~~or "tank"~~ means any wooden or metal container which was originally designed or converted (i) ~~holds or was originally designed~~ to hold water to supply a sprinkler system at gravity pressure, or to support a building's manufacturing system at gravity pressure, or to support a building's domestic water system at gravity pressure; and (ii) is elevated on a rooftop or is free-standing~~; and (iii) is visible, in whole or in part, from the public way at any distance or angle~~.

"Tank supporting structure" has the meaning ascribed to the term in Section 13-96-415.

SECTION 5. Article XI of Chapter 13-96 of the Municipal Code of Chicago is hereby amended by inserting, in Article XI of that chapter, a new Section 13-96-415, as follows:

13-96-415 Definitions.

As used in this Article XI:

"Exposed tank" or "exposed tank supporting structure" means any tank or supporting structure that is located on the exterior of a building or is otherwise exposed to the elements.

"Tank(s)" means any water tank with a capacity of more than 250 gallons, regardless of whether the tank is holding water.

"Tank supporting structure" or "supporting structure" means any structure used to support a tank regardless of whether a tank is affixed to such supporting structure. The term "supporting structure" shall be construed broadly to include anchors, guides, tracks, mounting brackets, mounting hardware of any type and all other forms of tank support.

SECTION 6. Section 13-96-420 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-420 ~~Tanks~~ Water tanks and tank supporting structures.

(a) *Construction.* ~~Water tanks~~ Tanks shall be designed and constructed in accordance with the structural requirements of this Code.

(b) *Supporting Structure.* Tanks ~~of more than 500-gallon capacity~~ shall be supported on masonry, reinforced concrete, steel or other approved noncombustible construction. When such supporting construction is located within a building, ~~it~~ the tank supporting construction shall be ~~protected to comply with the requirements~~ of Type I-A construction.

(c) *Maintenance.* The owner, agent or person in charge, possession or control of

(1) any building upon which or above which any tank or tank supporting structure is located, or (2) any free-standing tank, shall have a duty to maintain such tank and tank supporting structure, as applicable, in good and safe condition. If the tank is an exposed tank, a rustproof plate or tag shall be attached to the tank or to its supporting structure. Such tag or plate shall show, in letters or figures at least 2 inches high, the month and year in which the tank and its supporting structure were installed.

(d) *Critical examination required.* No later than June 25, 2015, or within one year of the date on which a tank or tank supporting structure is erected or installed, whichever comes sooner, and at least once every two years thereafter, it shall be the duty of the owner, agent or person in charge of (1) any building upon which or above which any tank or tank supporting structure is located, or (2) any free-standing tank, to subject the tank and tank supporting structure to a critical and invasive examination by an architect or structural engineer holding a valid license in the State of Illinois. After examining the tank and its supporting structure, as applicable, the licensed architect or licensed engineer shall prepare a written report attesting to its internal and external structural condition and integrity. Two copies of the report shall be submitted to the building commissioner, along with a report review fee of $75.00, which fee shall be payable to the department of finance. If the report is satisfactory to the building commissioner, one copy of the report, bearing the building department's stamp of approval, shall be returned by the building commissioner to the owner, agent or person in charge of the building identified in the report. If the report is not satisfactory to the building commissioner, subsection (e) of this section shall apply. This subsection (d) shall apply regardless of whether a tank is affixed to the tank supporting structure.

(e) *Unsafe tanks and supporting structures.* If, as a result of a critical examination under subsection (d) of this section or an inspection by an authorized city official, the building commissioner determines that a tank or tank supporting structure is in an unsafe condtion or is in need of repair or reinforcement, the building commissioner shall so notify the owner, agent, or person in charge of the applicable building or structure. Such notice shall be accompanied by an order from the building commissioner directing such owner, agent or person in charge to (1) immediately take whatever temporary action is required, including, but not limited to, temporary repairs, temporary reinforcements or other appropriate precautionary measures, to protect the public safety until such time that the tank and its supporting strucuture is restored to good and safe condition or is removed, and (2) begin and complete, without undue delay, any permanent repairs, permanent reinforcements or other permanent measures required to bring the tank or tank supporting structure into compliance with the Chicago Building Code, which measures may include permanent removal of the tank or its supporting structure.

(f) *Effect of rust protection on an exposed tank.* The application of any form of paint, galvanizing, wrapping or similar coating shall not be considered to be a form of protection

sufficient to exempt an otherwise exposed tank or exposed tank supporting structure from the provisions of this section.

(g) *Signs on tanks and tank supporting structures – Prohibited.* No person shall paint any sign on, or attach any sign to, any (1) exposed tank or exposed tank supporting structure located upon or above any building or structure, or (2) free-standing tank, including, but not limited to, any painted sign, adhesive material sign or vinyl sign.

(h) *Miscellaneous items on tanks and tank supporting structures – Prohibited.* No person shall affix any miscellaneous item to any (1) exposed tank or exposed tank supporting structure located upon or above any building or structure, or (2) free-standing tank, including, but not limited to, any antenna, satellite, wireless communication facility, communication equipment, lighting equipment, or any associated hardware or wiring.

(i) *Rules and regulations.* The building commissioner is authorized to promulgate rules and regulations necessary or appropriate to implement, administer and enforce this section.

(j) *Penalty.* In addition to any other penalty provided by law, any person who violates this section shall be fined not less than $500.00 nor more than $1,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 7. Section 13-96-820 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-820 General requirements.

~~Exposed~~ Except as otherwise provided in Article XI of this chapter, metal structures shall conform to the provisions of Sections 13-96-830 to 13-96-870, inclusive. For purposes of this Article XVIII, the term "exposed metal structures" shall ~~be read broadly to~~ include ~~tank and~~ sign structures, antennae, canopies, marquees, fire escapes, flagpoles, metal cornices, smoke stacks, permanently installed scaffolding (e.g., equipment installed for window cleaning and related services), and other structures and equipment permanently mounted or installed on the exterior of a building. For purposes of this Article XVIII, the term "supports" shall be read broadly to include anchors, guides, tracks, mounting brackets, other mounting hardware and all other forms of support.

SECTION 8. Section 13-96-830 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through, as follows:

13-96-830 Maintenance.

It shall be the duty of the owner, agent or person in charge, possession or control of any building upon which or above which any exposed metal structure is ~~now~~ located ~~or which may be erected,~~ to maintain all such structures and their supports in a good and safe condition. ~~Any exposed tank of larger than 250 gallons shall have a rustproof plate or tag attached to such tank or its supports, which tag shall show in letters or figures at least two inches high, the year and month in which the tank and its supports were installed.~~

SECTION 9. Section 13-96-840 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-840 Inspection.

Within two years after the date on which ~~the erection or installation of any~~ an exposed metal structure ~~and~~ or its ~~supports,~~ supporting structure ~~permitted by this Code~~ is erected or installed upon or above the roof of any building, and at least once every five years thereafter, ~~every such exposed metal structure now existing or hereafter erected and its supports shall be~~ it shall be the duty of the owner, agent or person in charge of such building to subject the exposed metal structure and its supporting structure to a critical examination by ~~a licensed~~ an architect or ~~an Illinois licensed~~ structural engineer holding a valid license in the State of Illinois, ~~employed by the owner, agent or person in possession or control of the building~~. ~~The~~ After examining the exposed metal structure and its supporting structure, as applicable, the licensed architect or licensed structural engineer shall prepare a written report ~~in writing showing the structural condition of the structure and its supports~~ attesting to its external structural condition and integrity. Two copies of the report shall be submitted to the building commissioner~~.~~, along with a ~~A~~ report review fee ~~in the amount~~ of $25.00, which shall be payable to the department of finance~~, shall be required at the time of submission to the building commissioner~~. ~~One~~ If the report is satisfactory to the building commissioner, one copy of the report, bearing the building commissioner's stamp of approval shall~~, if satisfactory to the building commissioner,~~ be returned by the building commissioner to the owner, agent or person in ~~possession or control~~ charge of the building identified in the report~~, bearing a stamp of approval, signed by the building commissioner~~. If the report is not satisfactory to the building commissioner, Section 13-96-860 shall apply. Any person ~~or entity who fails to comply with the provisions of~~ who violates this section shall be fined not less than $100.00 ~~but not~~ nor more than $500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 10. Section 13-96-850 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-850 Compliance.

Every wood or metal structure ~~now existing or hereafter erected,~~ that is placed on the ground, for the purpose of supporting ~~tanks, signs, etc.,~~ any sign or other structure regulated under this Article XVIII, under circumstances where such ~~which~~ structure extends 25 feet above the level of the surrounding ground surface shall, within one year after the passage of this ordinance, and at least once every five years thereafter, be subject to the same requirements provided by this ~~chapter~~ Article XVIII for metal structures on or above roofs.

SECTION 11. Section 13-96-860 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-860 Unsafe structures.

~~Every such structure found to be in an unsafe condition or in need of repairs or reinforcement or precautionary measures, shall be subject to notice by the building commissioner to the owner, agent, or person in charge, control or possession of the building or premises where such structure is located, immediately to effect such repairs, reinforcements or precautionary measures, as will bring the structure in a good and safe condition and further without delay, to begin and complete the work of permanent repairs, reinforcement or removal, which may be required to make the premises conform to the building provisions of this Code.~~ If, as a result of a critical examination under Section 13-96-840 or an inspection by an authorized city official, the building commissioner determines that any exposed metal structure or other structure or equipment regulated under this Article XVIII, or its supporting structure, is in unsafe condtion or in need of repair or reinforcement, the building commissioner shall so notify the owner, agent, or person in charge of the applicable building or structure. Such notice shall be accompanied by an order from the building commissioner directing such owner, agent or person in charge to (1) immediately take whatever temporary action is required, including, but not limited to, temporary repairs, temporary reinforcements or other appropriate precautionary measures, to protect the public safety until such time that the exposed metal structure or other structure and equipment regulated under this Article XVIII, and its supporting structure, is restored to good and safe condition or is removed, and (2) begin and complete, without undue delay, any permanent repairs, permanent reinforcements or other permanent measures required to bring the exposed metal structure or other structure and equipment regulated under this Article XVIII, and its supporting structure, into compliance with the Chicago Building Code, which measures may include permanent removal of the structure or equipment or its supporting structure.

SECTION 12. Section 13-96-870 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

13-96-870 Rust protection.

For the purposes of this ~~chapter~~ Article XVIII, ~~no~~ the application of any form of paint, galvanizing, wrapping or similar coating shall not be considered ~~as~~ to be a type of ~~a~~ protection, ~~exempting~~ sufficient to exempt an otherwise ~~unprotected~~ exposed metal ~~structures~~ structure from the provisions ~~thereof~~ of this Article XVIII.

SECTION 13. Chapter 13-96 of the Municipal Code of Chicago is hereby amended by inserting, in Article XVIII of that chapter, a new Section 13-96-875, as follows;

13-96-875 Rules and regulations.

The building commissioner is authorized to promulgate rules and regulations necessary or appropriate to implement, administer and enforce this Article XVIII.

SECTION 14. Section 15-16-290 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

15-16-290 Gravity tanks.

Gravity tanks ~~may be of wood or of steel; they~~ shall be constructed and ~~maintained~~ installed in accordance with the requirements of the Chicago Building Code in place at the time such construction or installation occurred. Provided, however, that gravity tanks constructed after June 25, 2014, shall be constructed and installed in accordance with ~~provisions of~~ N.F.P.A. Standard 22, *Standard for Water Tanks for Private Fire Protection*, ~~1993~~ 2013 Edition, as amended. Provided further, that all gravity tanks, regardless of the date of construction or installation, shall be maintained and disassembled in accordance with the latest edition of N.F.P.A. Standard 22, as amended.

SECTION 15. Section 17-9-0118 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting the language underscored, as follows:

17-9-0118 Wireless Communication Facilities.

17-9-0118-A General Standards.

(Omitted text is unaffected by this ordinance)

8. No *wireless communication facility* or *accessory structure* or any portion thereof, including but not limited to, any associated mounting equipment, hardware or wiring, shall be located on or attached to any *rooftop gravity tank* or *rooftop gravity tank supporting structure*.

SECTION 16. Section 17-9-0118-C of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language stricken through, as follows:

17-9-0118-C Co-Location by Attachment to Existing Structure. This subsection addresses the installation of a tower or antenna and associated equipment on an existing structure, other than a *wireless communication facility* wireless tower, including but not limited to buildings, light poles, ~~water towers,~~ commercial *signs*, church steeples, and any other freestanding structures. Such co-located *wireless communication facilities*, including associated equipment and *accessory structures*, are subject to the following minimum standards:

(Omitted text is unaffected by this ordinance)

SECTION 17. Section 17-9-0118-G of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting the language underscored, as follows:

17-9-0118-G Waiver. The Zoning Board of Appeals may waive any of the non-federally-mandated requirements of this section pertaining to height limitations, setback requirements, and camouflage and landscaping if it determines that the goals of this section are better served thereby. Provided, however, that the Zoning Board of Appeals may not waive any of the non-federally-mandated requirements of this section pertaining to the prohibition of *wireless communication facilities* on *rooftop gravity tanks* and *rooftop gravity tank supporting structures*.

(Omitted text is unaffected by this ordinance)

SECTION 18. Section 17-9-0203 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting the language underscored, as follows:

17-9-0203 Satellite Dish Antennas.

(Omitted text is unaffected by this ordinance)

17-9-0203-D No satellite dish or *accessory structure* or any portion thereof, including but not limited to, any associated mounting equipment, hardware or wiring, shall be located on or attached to any *rooftop gravity tank* or *rooftop gravity tank supporting structure*.

SECTION 19. Chapter 17-17 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting, in correct alphabetical order, a new Section 17-17-02150.1, as follows:

17-17-02150.1 Rooftop gravity tank. Any wooden or metal container which was originally designed or converted (i) to hold water to supply a sprinkler system at gravity pressure, or to support a building's manufacturing system at gravity pressure, or to support a building's domestic water system at gravity pressure, regardless of whether the container is holding water; and (ii) is elevated on a rooftop or is free-standing.

SECTION 20. Chapter 17-17 of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by inserting, in correct alphabetical order, a new Section 17-17-02150.5, as follows:

17-17-02150.5 Rooftop gravity tank supporting structure. Any structure used to support a *rooftop gravity tank* regardless of whether a tank is affixed to such supporting structure. The term "supporting structure" shall be construed broadly to include anchors, guides, tracks, mounting brackets, mounting hardware of any type and all other forms of tank support.

SECTION 21. SECTION 1 of an ordinance passed on July 26, 2006 and published at pages 81369-81372 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date is hereby repealed in its entirety.

SECTION 22. SECTION 2 of an ordinance passed on July 26, 2006 and published at pages 81369-81372 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date is hereby repealed in its entirety.

SECTION 23. This ordinance shall take full force and effect upon its passage and publication.

City of Chicago

O2014-4271

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Titles 2, 4, 8, 13, 15, and 17 regarding firearms
Committee(s) Assignment:	Committee on Public Safety

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Corporation Counsel, I transmit herewith an ordinance amending various provisions of the Municipal Code regarding firearms.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, In 2008, the Supreme Court of the United States decided the case *District of Columbia v. Heller*, and held that the Second Amendment to the United States Constitution protects an individual's right to possess a firearm unconnected with service in the militia; and

WHEREAS, In 2010, the Supreme Court issued its opinion in *McDonald v. City of Chicago*, and held that the Second Amendment's right to possess a handgun for self-defense in the home also applied to the states; and

WHEREAS, On January 6, 2014, in *Illinois Association of Firearms Retailers v. The City of Chicago,* the United States District Court for the Northern District of Illinois declared that the City of Chicago's (the "City") ban on the sale and transfer of firearms was unconstitutional under the Second Amendment; and

WHEREAS, Every year, more than 100,000 people in our nation are injured, maimed or killed with a firearm; and

WHEREAS, Firearm-related injuries and deaths are the cause of significant social and economic costs to the City and our communities and have a severe impact on our criminal justice and health care systems; and

WHEREAS, The majority of all firearms recovered in crimes were originally sold by licensed firearms dealers; and

WHEREAS, The Bureau of Alcohol, Tobacco, Firearms and Explosives (the "ATF") has reported that straw purchasing from licensed firearms dealers is the most common way in which firearms are diverted to the illegal gun market; and

WHEREAS, In 2012, more than 16,000 firearms were lost or stolen from licensed firearms dealers across the country: and

WHEREAS, The ATF licenses and regulates firearms dealers, but the State of Illinois does not require any such license; and

WHEREAS, Research has shown that state and local regulation of firearms dealers, coupled with regular compliance inspections, is associated with significantly less illegal gun trafficking, straw purchasing and firearm theft; and

WHEREAS, In order to provide for the ongoing protection of the public welfare and safety, it is essential for the City Council of the City of Chicago to promptly pass an ordinance that provides for reasonable regulation of the sale and transfer of firearms, including regulations for the effective licensing of firearm dealers; now, therefore,

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

SECTION 1. Section 2-14-190 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

2-14-190 Municipal hearings division – Jurisdiction.

(a) The department of administrative hearings is authorized to establish a system of administrative adjudication for the enforcement of all provisions of the Municipal Code, and similar matters pursuant to Section 2-14-030(6), that are not adjudicated by the vehicle, buildings, or environmental safety and consumer affairs hearings divisions~~, except that it shall not adjudicate violations of the following chapters and sections: chapter 4-92 (Massage Establishments and Massage Services); chapter 4-144 (Weapons); and Section 7-28-190 (Health Nuisances – Throwing Objects into Roadways)~~.

SECTION 2. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-5-010 Establishment of license fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed every two years. For every license application which includes fingerprinting of the applicant as part of the application process, a fingerprint fee sufficient to cover the cost of processing fingerprints will be assessed in addition to the below fees. The fingerprint fee will be assessed regardless of whether the license applied for is issued or denied. The amount of the fee will be set forth by regulation promulgated by the commissioner of business affairs and consumer protection.

(Omitted text is unaffected by this ordinance)

(31)	Weapons dealer (4-144)(unless otherwise specified)	$1,100.00
	Firearms Dealers	$ 3,800.00
	Professional Theatrical Armorers	$ 2,350.00
	Professional Firearm Curators	$ 2,350.00

(Omitted text is unaffected by this ordinance)

SECTION 3. Section 4-6-270 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-6-270 Home occupations.

(Omitted text is unaffected by this ordinance)

(e) Activities not subject to licensure as a home occupation. The following activities shall not be licensed as home occupations under this section: any repair of motorized vehicles, including the painting or repair of automobiles, trucks, trailers, boats, and lawn equipment; animal hospitals; astrology, card reading, palm reading or fortune-telling in any form; kennels; stables; bird keeping facilities; dancing schools; restaurants; massage establishments; catering/food preparation businesses; funeral chapels or homes; crematoria; mausoleums; any facility where products are manufactured, produced or assembled when the home occupation licensee is not the retail point of sale for such products; public places of amusement; the sale of firearms, antique firearms as that term is defined in section 8-20-010, or ammunition; a weapons dealer; firearm training or instruction; caterers; construction businesses or landscaping businesses that provide the storage of goods and materials to be utilized in the operation of the business or use; warehousing; and welding or machine shops. Provided, however, that nothing

in this subsection shall prohibit the performance of emergency medical services in a residential dwelling.

(Omitted text is unaffected by this ordinance)

SECTION 4. Chapter 4-144 of the Municipal Code of Chicago is hereby amended by deleting sections 4-144-100 through and including 4-144-130, by deleting Article IV sections 4-144-250 and 4-144-260, by adding new sections 4-144-005, 4-144-007, and 4-144-245, by adding a new Article VII, sections 4-144-700 though and including 4-144-840, by deleting the language struck through and by adding the language underscored, as follows:

CHAPTER 4-144
WEAPONS DEALERS

ARTICLE I. ~~DEADLY~~ WEAPONS DEALERS
4-144-005 Weapons dealer license

(a) A weapons dealer license shall be required for the following business activities:
(1) a stun gun dealer;
(2) an air rifles and toy weapons dealer;
(3) a firearms dealer;
(4) a professional theatrical armorer; or
(5) a professional firearms curator.

(b) A separate license shall be required for each separate business location.

ARTICLE II STUN GUN DEALERS

4-144-007 Definitions.

For purposes of this Article, the following definitions apply:

"FOID" and "Superintendent" have the meaning ascribed to those terms in section 8-20-010.

"Stun gun" and "Taser" have the meaning ascribed to those terms in 720 ILCS 5/24-1(a)(10).

4-144-010 Stun Gun Dealer- License -Required.

It shall be unlawful for any person to engage in the business of selling or otherwise transferring, at retail, any ~~ammunition,~~ stun gun or taser without securing a weapons dealer-stun gun dealer license to do so. ~~For purposes of this section "stun gun" and "taser" have the meaning ascribed to those terms in 720 ILCS 5/24-1(a)(10).~~

4-144-020 License – Application.

In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, renewal of, a ~~weapons dealer~~ license issued under this Article shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance)

~~(d) a copy of the applicant's federal firearm license, if required to have one;~~

(e d) a copy of the applicant's FOID card, provided that if the applicant is not a natural person, no FOID card shall be required for the applicant or controlling persons; and, ~~if required to have one~~;

~~(f) a safety plan approved by the superintendent; and~~

(~~g~~ e) any other information that the commissioner or the superintendent may require to implement this Article.

4-144-030 License – ~~Fee~~ Qualifications.

~~The fee for a weapons dealer license shall be as set forth in Section 4-5-010.~~

No license shall be issued under this Article if the applicant or any employee who handles or possesses a stun gun or taser:

(a) is under 21 years of age;

(b) has ever been convicted of a felony;

(c) has ever been convicted of a misdemeanor involving a stun gun or taser, or any other violation of law concerning the manufacture, use, possession or sale of stun guns or tasers; or

(d) has not been issued a FOID card; provided that if the applicant is not a natural person, no FOID card shall be required for the applicant or any controlling person.

4-144-040 License issuance and renewal.

A license or a renewal of a license issued under this Article shall be denied or revoked for any of the following reasons:

(a) The applicant's license under this Article, or any other license for the sale, manufacture, use or possession of stun guns or tasers ~~firearms or ammunition~~, has been revoked for cause.

(b) A license issued under this Article for the location described in the application has been revoked for any cause within one year of the date of the application.

(c) The applicant or licensee makes any false, misleading or fraudulent statement or misrepresents any fact in the license application or renewal, or uses any scheme or subterfuge for the purpose of evading any provision of this Article ~~chapter~~.

(d) The applicant or licensee at the time of application or renewal of any license issued pursuant to this Article would not be eligible for such license upon a first application.

4-144-050 Department duties.

(a) The commissioner shall forward any application for a ~~weapons dealer~~ stun gun dealer license under this Article to the police department ~~and fire departments~~.

(b) The commissioner shall have the authority to promulgate rules and regulations necessary to implement this Article.

(c) The superintendent shall have the authority to promulgate rules and regulations necessary to implement this Article relating to ~~the safety plan,~~ the safe storage, display and handling of stun guns and tasers ~~ammunition, and any other restriction~~.

4-144-060 Legal duties.

(Omitted text is unaffected by this ordinance)

~~(b) Comply with a safety plan approved by the superintendent. Such plan shall include provisions that address: (i) the installation and maintenance of adequate exterior lighting; (ii) the installation and maintenance of interior and exterior surveillance cameras installed at each building; (iii) the installation of an alarm system; (iv) protocols for the safe display of and storage of ammunition; and (v) the employment of adequately trained personnel; all in accordance with rules prescribed by the superintendent. Recordings from the surveillance camera required by clause (ii) shall be maintained for not less than 30 days and shall be made available to members of the department of police. Notwithstanding any other ordinance to the contrary, the city shall not impose a fee for any surveillance camera installed pursuant to this subsection solely because the camera or its wiring is in any portion of the public way.~~

(~~c~~ b) The licensed premises shall be open at all reasonable times for inspection by the departments of buildings, police, business affairs and consumer protection, and fire.

(c) The licensee shall not permit any employee to handle, sell or possess a stun gun or taser unless the employee ;

(1) has a valid FOID card;
(2) is 21 years of age or older;
(3) has never been convicted of a felony;
(4) has never been convicted of a misdemeanor involving a stun gun or taser, or any other violation of law concerning the manufacture, use, possession or sale of stun guns, tasers or firearms.

(d) The licensee shall initiate a state and FBI fingerprint-based record search of every employee who will handle, sell or possess stun guns or tasers to verify the employee's background. If a licensee acquires any subsequent or independent knowledge that an employee who handles, sells, or possesses stun guns or tasers does not meet the qualifications of subsection (c), the licensee shall take immediate steps to ensure that such employee does not have access to the stun guns or tasers.

(e) A licensee or employee shall not:

(1) deliver a stun gun or taser, incidental to a sale or transfer, to a purchaser for at least 24 hours after the application for such purchase or transfer has been made;
(2) display a stun gun or taser in any window; or
(3) sell or otherwise transfer a stun gun or taser unless the purchaser:
(i) is at least 18 years of age;
(ii) has a valid FOID card; and
(iii) has presented a valid government issued photo identification card.

4-144-061 Records ~~Sale of certain ammunition prohibited~~.

(a) In addition to any other applicable state and federal law requiring records and record retention, the licensee shall maintain the following records:

(1) for the purchase of a stun gun or taser, a copy of the purchaser's FOID card and photo identification for a period of not less than 10 years from the date of purchase of the stun gun or taser;

(2) a copy of the fingerprints and FOID card of every employee who handles, sells, or possesses the stun guns or tasers for a period of not less than 5 years after the employee is no longer an employee; and

(3) a copy of the annual inventory required pursuant to section 4-144-062, for a period of not less than 10 years after the completion of the inventory.

(b) Unless otherwise preempted by state or federal law, such records shall at all times during the licensee's business hours be open for inspection by any member of the department or police department.

~~Except as allowed by section 8-20-100(c), it shall be unlawful for any person to sell, offer for sale, expose for sale, barter or give away to any person within the city, any armor piercing or .50 caliber ammunition.~~

4-144-062 Inventory ~~Sale of ammunition to minors prohibited~~.

Every licensee shall conduct, on an annual basis, a physical inventory audit, which shall include, at a minimum, a listing of each stun gun, taser and cartridges:

(a) acquired or held by the licensee during the twelve-month period;

(b) sold or otherwise transferred during the twelve-month period; and

(c) stolen or lost during the twelve-month period.

~~No person licensed under this chapter shall sell or otherwise transfer any ammunition to a person who is under the age of 18.~~

4-144-065 Sale of certain types of stun guns and tasers prohibited ~~metal piercing bullets~~.

No licensee or employee shall sell or transfer any stun gun or taser which fires one or more barbs by the use of gunpowder, smokeless powder or black powder propellant.

~~No person licensed under this chapter shall sell, offer for sale, expose for sale, barter, give away or otherwise transfer any metal piercing bullets. For purposes of this section "metal piercing bullet" means any bullet that is manufactured with other than a lead or lead alloy core, or ammunition of which the bullet itself is wholly composed of, or machined from, a metal or metal alloy other than lead, or any other bullet that is manufactured to defeat or penetrate bullet resistant properties of soft body armor or any other type of bullet resistant clothing which meets the minimum requirements of the current National Institute for Justice Standards for "Ballistic Resistance of Police Body Armor."~~

4-144-070 Operating without a license.

Any person who engages in the business of selling or otherwise transferring any stun gun or taser ~~ammunition~~ without first having obtained the required license shall be subject to a fine of not less than $3,000.00 nor more than $5,000.00, or incarceration for a period not to exceed six months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

4-144-080 Penalty.

(a) Unless another fine or penalty is specifically provided, any person who violates any provision of this Article, or any rule or regulation promulgated thereunder, shall be subject to a fine of not less than $1,500.00 nor more than $3,000.00 for each offense, or incarceration for a

period not to exceed six months, or both. Each day that such violation exists shall constitute a separate and distinct offense.

(b) Every act or omission constituting a violation of this Article by any officer, director, manager, employee or agent of the licensee shall be deemed to be the act or omission of such licensee and such licensee shall be liable for all penalties and sanctions provided by this Article in the same manner as if such act or omission had been done or omitted by the licensee personally.

~~**ARTICLE II. GUNSMITHS**~~

~~**4-144-100 License -- Required.**~~

~~It shall be unlawful for any person to engage in the business of repairing any pistol, revolver, derringer or other firearm which can be concealed on the person without securing a weapons dealer license so to do.~~

~~**4-144-110 Reserved.**~~

~~**4-144-120 Reserved.**~~

~~**4-144-130 Reserved.**~~

ARTICLE III. AIR RIFLES AND TOY WEAPONS DEALERS

4-144-245 Violations.

Unless another fine or penalty is specifically provided, any person violating any provision of this Article shall be fined not less than $250.00 nor more than $500.00 for a first offense and not less than $500.00 nor more than $1,000.00 for each subsequent offense. Each day that such violation exists shall constitute a separate and distinct offense.

~~**ARTICLE IV. VIOLATION OF CHAPTER PROVISIONS**~~

~~**4-144-250 Violation -- Penalties.**~~

~~Unless another fine or penalty is specifically provided, any person violating any provision of this chapter shall be fined not less than $250.00 nor more than $500.00 for a first offense and not less than $500.00 nor more than $1,000.00 for each subsequent offense. Each purchase, sale or gift of any weapon or article mentioned in this chapter shall be deemed a separate offense.~~

~~**4-144-260 License -- Revocation.**~~

~~In case the mayor shall determine that a licensee has violated any provision of this chapter, he shall revoke the weapons dealer license issued to such person, and the money paid for such license shall be forfeited to the city. No other such license shall be issued to such licensee for a period of three years thereafter.~~

ARTICLE V. PROFESSIONAL THEATRICAL ARMORERS.

4-144-310 License required.

It shall be unlawful for any person to engage in the business of a professional theatrical armorer without securing a weapons dealer license to do so.

Notwithstanding any provision of the code to the contrary, a professional theatrical armorer may import, manufacture, possess, transfer, loan or rent theatrical props solely for a theatrical purpose.

The license granted under this article does not authorize the licensee to engage in the business of selling or otherwise transferring firearms or ammunition, except as authorized in this Article.

ARTICLE VII FIREARMS DEALERS

4-144-700 Definitions.

For purposes of this Article, the following definitions apply:

"Antique firearm," "Assault Weapon," "FOID," "Peace Officer," and "Superintendent" have the same meaning ascribed to those terms in section 8-20-010.

"Authorized Employee" means a licensee's employee who:

(1) is 21 years old or older;
(2) has a valid FOID card;
(3) is located at the licensed premises; and
(4) is authorized by the licensee to control, handle, sell, store or otherwise possess firearms or ammunition.

"Collector" and "Curio or relic firearm" have the meaning ascribed to those terms in 27 CFR 478.11 or as listed on the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives' Firearms Curios or Relics List, ATF Publication 5300.11, as amended.

"Firearm" has the meaning ascribed to that term in section 8-20-010; provided that for purposes of this Article, a "firearm" does not include an antique firearm,

"Handgun" means a firearm designed to be held and fired by the use of a single hand, and includes a combination of parts from which such firearm can be assembled.

"Licensee" means a person issued a weapon dealer-firearms dealer license pursuant to this Article.

"Responsible person" means any person listed as a responsible person on the licensee's or applicant's federal firearm license.

"Store Manager" means a person who:

(1) is 21 years old or older;
(2) has a valid FOID card; and
(3) is designated by the licensee for the responsibility of the on-site overall day-to-day operations of a firearms dealer licensed premises.

"Straw purchaser" means a person who acquires a firearm for another person who: (i) is prohibited by law from possessing a firearm, or (ii) does not want his name associated with the transaction.

4-144-710 Firearms Dealer- License Required.

(a) It shall be unlawful for any person to engage in the business of: (1) selling or otherwise transferring, at retail, any ammunition or any new or previously owned firearm; or (2) repairing firearms or making or fitting special barrels, stocks or trigger mechanisms to firearms, without securing a weapons dealer-firearms dealer license to do so.

(b) The license required under this Article shall be in addition to any other license required by this code or other applicable law; provided that:

(1) no secondhand dealer license shall be required for a licensee to purchase from, sell to, or otherwise transfer a previously owned firearm to a customer at the licensed premises;

(2) no weapons dealer-stun gun dealer license shall be required for a licensee to purchase from, sell to, or otherwise transfer to a customer a stun gun or taser at the licensed premises; or

(3) no certificate of fitness or license issued pursuant to chapter 15-4 shall be required for the storage of ammunition at the licensed premises in compliance with this Article and section 15-4-985.

(c) A license or renewal of a license issued under this Article shall expire two years after the date of issuance; provided that if after the effective date of this section, the licensee has an existing license issued under this Title 4 for the licensed premises, the commissioner is authorized to align the expiration date of the license issued under this Article to the expiration of any existing business license issued under this Title 4, and to prorate the fee for such license.

4-144-720 License – Application.

(a) An application for a license pursuant to this Article shall be made in conformity with the provisions of this Article and the general requirements of Chapter 4-4 relating to applications for licenses. No original or renewal license shall be issued to any applicant or licensee unless all persons required to be disclosed as applicants meet the eligibility requirements.

(b) The application shall be in writing, signed by the applicant if an individual. If the applicant is a partnership or corporation, the application shall be signed by an officer or partner. If the applicant is a limited liability company managed by members, the application shall be signed by a manager. If the applicant is a limited liability company managed by its members, the application shall be signed by a member. The application shall be verified by oath or affidavit, and shall include the following statements and information:

(1) in the case of an individual: the name, date of birth, residence address, current telephone number and social security number of the applicant; in the case of a partnership, limited partnership, corporation, limited liability company or other legal entity: the date and state of its organization or incorporation; the objects for which it was organized or incorporated; and the name, residence address, date of birth and social security numbers of any applicant;

(2) the location and description of the premises which is to be operated under such license;

(3) the name, address and phone number of the owner of the premises, including the name and address of the beneficiary if title to the premises is held by a person as trustee and if known to the applicant. If the premises is leased, a copy of the lease, which must include a statement of the building owner indicating that the owner agrees to the use of the building for the operation of a firearms dealer;

(4) the name, date of birth, residence address and current telephone number of every store manager at the licensed premises;

(5) a copy of the applicant's and manager's FOID cards; provided that if the applicant is not a natural person no FOID card shall be required for the applicant or controlling persons;

(6) a copy of the applicant's federal firearm license;

(7) the name, date of birth, residence address and current telephone number of all responsible persons;

(8) a statement that the applicant is qualified to receive a license because the applicant, responsible person, store manager and all authorized employees meet all the requirements of: (i) any applicable provision of this Article; (ii) another applicable provision of this code; or (iii) any other applicable local, state or federal law;

(9) a statement that the applicant, responsible person, store manager or any authorized employee has not been convicted, or found liable in an administrative adjudication, of a felony, a misdemeanor involving a firearm, or any other law concerning the manufacture, possession, use or sale of firearms;

(10) a statement as to whether any previous license which authorized the sale of firearms issued by any jurisdiction to the applicant, responsible person, store manager or any authorized employee was revoked, the date of the revocation and the reasons for the revocation;

(11) a copy of the approved safety plan as provided in section 4-144-810; and

(12) any other information that the commissioner or the superintendent may require to implement this Article.

(c) The commissioner shall forward the application to the departments of fire and police. Before a license shall be issued, the departments of buildings, fire and police shall inspect the premises for which the license is sought to determine whether the proposed licensed premises is in compliance with the provisions of this code and the rules and regulations promulgated thereunder relating to buildings, public safety and fire prevention.

(d) The applicant, store manager and all responsible persons shall submit to fingerprinting by the department.

4-144-730 License Qualifications.

(a) No license shall be issued under this Article if the applicant, responsible person, store manager, or any authorized employee:

(1) is under 21 years of age;

(2) has ever been convicted of a felony;

(3) has ever been convicted of a misdemeanor involving a firearm, or any other violation of law concerning the manufacture, use, possession or sale of firearms.

(b) In addition to the qualifications set forth in subsection (a), if the applicant is selling or otherwise transferring firearms, no license shall be issued if:

(1) the applicant has not been issued a valid federal firearm license for the proposed licensed premises; and
(2) the applicant, store manager and all authorized employees do not possess valid FOID cards; provided that if the applicant is not a natural person, no FOID card shall be required of the applicant or controlling persons.

4-144-740 License issuance-restrictions.

In addition to any other reason for revocation or denial of a license provided in this code, a license issued under this Article shall be denied or revoked for any of the following reasons:

(a) The applicant's license under this Article, or any other license for the sale, manufacture, use or possession of firearms or ammunition, has been revoked for cause.

(b) A license issued under this Article for the location described in the application has been revoked for cause within three years of the date of the application.

(c) An applicant or licensee makes any false, misleading or fraudulent statement or misrepresents any material fact in the license application or renewal of any license, or uses any scheme or subterfuge for the purpose of evading any provision of this Article.

(d) An applicant or licensee at the time of application or renewal of any license issued pursuant to this Article would not be eligible for such license upon a first application.

(e) An applicant or licensee has been issued one of the following licenses for the same premises;

(1) secondhand dealer;
(2) pawnbroker;
(3) retail sale of alcoholic liquor for consumption on the premises;
(4) medical cannabis dispensing organization; or
(5) cultivation center.

(f) A responsible person or store manager was a responsible person or store manager for a person whose license for the sale, manufacture, use or possession of firearms or ammunition was revoked for cause within the previous three years.

4-144-750 Location restriction.

No license shall be issued for a location that is within 500 feet from any pre-existing primary or secondary school or any park owned or leased by any unit of local, state or federal government, measured from property line to property line.

4-144-760 License Issuance and Conditional Approval.

(a) The commissioner shall approve or deny the application, or issue a conditional approval, no later than 45 days after payment of the license fee.

(b) Upon review of the application, if the commissioner determines that an applicant meets the requirements for the issuance of a license except that the applicant has not been issued a federal firearm license, the commissioner may conditionally approve such application to permit the applicant to apply for a federal firearm license. The conditional approval shall be for a period of no longer than 120 days. The conditional approval does not authorize the applicant to engage in any business requiring a license under this Article. If the applicant fails to obtain a federal firearm license during the 120-day period, the application shall be denied.

4-144-770 Responsible sales of firearms training.

(a) Within 30 days after issuance of a license under this Article, the licensee shall contact the superintendent, in a manner and form prescribed by the superintendent, to schedule an initial training session on the best practices for the responsible sale of firearms to be conducted by the police department. The current store manager and all current authorized employees shall complete the training program no later than 60 days after issuance of the license. Annually thereafter, the licensee shall contact the superintendent to schedule an initial training session for any store manager or authorized employee subsequently employed after the last initial training session conducted for that licensee.

(b) After completion of the initial training program by a store manager or authorized employee, such store manager or authorized employee shall complete a refresher training program once every three years.

4-144-780 Department duties.

(a) The commissioner has the authority to promulgate rules and regulations to implement those aspects of this Article which fall under the commissioner's jurisdiction.

(b) (1) The superintendent shall develop training programs, consistent with section 4-144-770, on the responsible sale of firearms for store managers and authorized employees. At a minimum, the training programs shall instruct store managers and authorized employees on best practices for the detection and deterrence of illegal purchases of firearms.

(2) The superintendent has the authority to promulgate rules and regulations to implement those aspects of this Article, which fall under the superintendent's jurisdiction, including, but not limited to, the conducting of a physical inventory, training programs for licensees, the safety plan, and the safe storage and handling of firearms and ammunition.

4-144-790 Legal duties.

A licensee shall:

(a) obtain and keep current at all times throughout the duration of the license period, liability insurance for the operation of the premises described in such application or license in the aggregate amount of $1,000,000.00, issued by an insurer authorized to insure in Illinois. The insurance policy required by this section shall be for a term of at least 12 months, and shall be co-extensive with the first 12 months of the applicable license period. Thereafter, the licensee shall continue to maintain such insurance policy in full force and effect for the duration of the two-year license period. The licensee shall keep proof of the required insurance at the licensed premises at all times and, upon demand, shall produce such proof for inspection by an authorized city official. Each policy of insurance required under this section shall include a provision requiring 10 days advance notice to the commissioner prior to termination or lapse of the policy.

(b) comply with the safety plan approved by the superintendent.

(c) allow inspection of the licensed premises at all reasonable times by the department and the departments of buildings, police, and fire.

(d) except as provided in section 4-144-795(a), permit only the store manager or authorized employees who meet the qualification requirements of section 4-144-730 to handle, sell, or possess firearms or ammunition.

(e) initiate a state and FBI fingerprint-based record search of every authorized employee to verify the person's criminal background. If a licensee acquires any subsequent or independent knowledge that a store manager or authorized employee does not meet the qualifications, the licensee shall take immediate steps to ensure that such store manager or authorized employee does not have access to firearms.

(f) conduct, no less than once per quarter, a physical inventory audit, which shall include, at a minimum, a listing of each firearm:

(1) acquired or held by the licensee during the quarter;
(2) sold or otherwise transferred during the quarter; and
(3) stolen or lost during the quarter.

Each listing shall include the make, model and serial number of each firearm.

(g) store firearms separately from ammunition. Storage of firearms and ammunition shall comply with the approved safety plan, section 15-4-985, and any other applicable rule or regulation.

(h) not display firearms or ammunition in any window.

(i) post in a conspicuous place at each entrance to the licensed premises a sign that clearly states: THESE PREMISES ARE UNDER VIDEO SURVEILLANCE. YOUR IMAGE MAY BE RECORDED.

(j) record every sale or transfer of a firearm or ammunition by video surveillance in such a manner as to clearly capture the facial features of the purchaser or transferee. The video surveillance recording must produce retrievable and identifiable images and video recordings in compliance with the approved safety plan and any rule promulgated by the superintendent.

(k) notify, in writing, the superintendent and commissioner within 5 business days of receiving a notice of violation of any firearm licensing law issued by the federal government and the disposition of such violation, if known at the time.

(l) have on-site at all times the licensed premises is open for business, a store manager or authorized employee who has completed the mandatory responsible firearm sales training program in compliance with section 4-144-770.

4-144-795 Additional legal duties for the responsible sale of firearms and ammunition.

No licensee, store manager or authorized employee shall:

(a) permit a customer to handle:

(1) a firearm if the customer does not have a valid FOID card;
(2) more than one firearm at a time. Prior to permitting a customer to handle a second firearm, the first firearm shall be returned to a locked display case or other secure storage location;
(3) a firearm unless the firearm is unloaded and secured with a trigger lock or plastic tie; and
(4) a firearm unless the store manager or authorized employee is present and attending to the customer.

(b) reload or permit the reloading of ammunition at the licensed premises.

(c) possess any black powder at the licensed premises.

(d) deliver a firearm, incidental to a sale or transfer, to a purchaser until 24 hours after the application for such purchase or transfer has been made; provided that if the application is for a handgun, the delivery of such handgun shall be withheld for 72 hours after such application has been made.

(e) sell or otherwise transfer:
(1) any ammunition or long gun to a person under the age of 18: or
(2) any handgun to a person under the age of 21.

(f) sell or otherwise transfer to any person a firearm unless:
(1) a background check is conducted to ensure that the person is not prohibited under state or federal law from possessing such firearm:
(2) the person has a valid FOID card; and
(3) the person has presented a valid government-issued photo identification card.

(g) sell or otherwise transfer a handgun, unless the handgun bears the manufacturer's name, manufacturer's mark or model, and manufacturer's serial number assigned to that handgun.

(h) sell or otherwise transfer a handgun if the licensee, store manager, or authorized employee knows that the person purchased a handgun within the previous 30 days; provided that this subsection shall not apply to a purchase of a handgun by:
(1) peace officers;
(2) a collector issued a federal firearm collector's license who is purchasing an antique, curio or relic firearm;
(3) a person whose handgun was stolen or lost and the person reported the theft or loss to the appropriate local law enforcement official; or
(4) a person returning a handgun purchased within the previous thirty days because the handgun is defective or damaged and the person is seeking a replacement handgun.

(i) sell, possess, or otherwise transfer any assault weapon.

(j) sell or otherwise transfer a firearm to any person who the licensee, store manager or authorized employee knows or reasonably should have known:
(1) is not qualified, either under state or federal law, to possess a firearm; or
(2) is a straw purchaser.

(k) permit any alcoholic beverages to be consumed at the licensed premises.

4-144-800 Sale of certain ammunition prohibited.

It shall be unlawful for any licensee, store manager or authorized employee to possess, sell, offer for sale, expose for sale, barter or give away to any person within the city, any metal piercing bullet or 50BMG ammunition. For purposes of this section "metal piercing bullet" means any bullet that is manufactured with other than a lead or lead alloy core, or ammunition of which

the bullet itself is wholly composed of, or machined from, a metal or metal alloy other than lead, or any other bullet that is manufactured to defeat or penetrate bullet-resistant properties of soft body armor or any other type of bullet-resistant clothing which meets the minimum requirements of the current National Institute for Justice Standards for "Ballistic Resistance of Police Body Armor." A "metal piercing bullet" shall not include shot shells containing pellets of less than .22 inches in diameter or frangible ammunition composed of powdered metal designed to completely disintegrate upon impact with an object.

4-144-810 Safety Plan.

(a) Every application for a license must be accompanied by a safety plan meeting the requirements of this section. After review of the proposed safety plan, the superintendent, in consultation with the executive director of emergency management and communications, the fire commissioner, and any other appropriate department, shall either approve or deny the safety plan. No license may be issued under this Article until the superintendent approves an applicant's safety plan.

(b) Every safety plan shall include a floor plan of the proposed site and provisions that address: (i) the installation and maintenance of adequate exterior lighting; (ii) the installation and maintenance of interior and exterior surveillance cameras installed at the licensed location; (iii) the installation of an alarm system; (iv) protocols for the safe display and storage of ammunition and firearms; (v) the employment of adequately trained personnel; (vi) procedures for inventory audits; and (vii) procedures for the detection and deterrence of straw purchasing; all in accordance with rules prescribed by the superintendent. Recordings from the surveillance cameras required by clause (ii) shall be maintained for not less than 30 days and shall be made available upon request to members of the police department.

The licensee shall obtain all necessary permits, including a public way use permit if applicable; provided that notwithstanding any other provision of the code to the contrary, no fee for a public way use permit will be imposed when the permit is for any surveillance camera installed pursuant to this subsection solely because the camera or its wiring is in any portion of the public way.

(c) Any proposed change to the approved safety plan shall be submitted to the superintendent, in a form and manner prescribed by the superintendent, prior to the implementation of such change. The superintendent shall approve or deny the proposed change within 30 days.

(d) The licensee shall keep of a copy of the approved safety plan at the licensed premises and make it available upon request for inspection by members of the department or the police department.

4-144-820 Records.

(a) In addition to any other applicable state and federal law requiring records and record retention, the licensee shall maintain the following records:

(1) for the purchase of a firearm, a copy of the purchaser's FOID card and photo identification for a period of not less than 10 years from the date of purchase of the firearm;

(2) a copy of the fingerprints and FOID card of every authorized employee for a period of not less than 5 years after an authorized employee is no longer designated as an authorized employee;

(3) a copy of a police report for every firearm reported lost or stolen by the licensee for a period of not less than 20 years after the report was made;

(4) a copy of the quarterly inventory required pursuant to section 4-144-790(f), for a period of not less than 10 years after the completion of the inventory; and

(5) a recovered firearm log. For purposes of this subsection a "recovered firearm log" is a record of all requests received from the Bureau of Alcohol, Tobacco, Firearms and Explosives for a Firearms Transaction Record form.

(b) Unless otherwise preempted by state or federal law, such records shall at all times during the licensee's business hours be open to inspection by any member of the police department or the department.

4-144-830 Operating without a license.

Any person who engages in the business of selling or otherwise transferring any firearm or ammunition without first having obtained the required license shall be subject to a fine of not less than $3,000.00 nor more than $5,000.00, or incarceration for a period not to exceed six months, or both. Each day that a violation continues shall constitute a separate and distinct offense.

4-144-840 Penalty.

(a) Any person who violates section 4-144-795(e); 4-144-795(f); 4-144-795(g); 4-144-795(h); 4-144-795(i); 4-144-795(j); or 4-144-800 shall be fined not less than $3,000.00 nor more than $5,000.00, or incarcerated for a period not to exceed six months, or both. Any person who violates section 4-144-820 shall be fined not less than $1,500.00 nor more than $5,000.00, or incarcerated for a period not to exceed six months, or both. For all other violations, unless another fine or penalty is specifically provided, any person who violates any provision of this Article, or any rule or regulation promulgated thereunder, shall be subject to a fine of not less than $1,500.00 nor more than $3,000.00 for each offense, or incarceration for a period not to exceed six months, or both. Each day that such violation exists shall constitute a separate and distinct offense.

(b) Every act or omission constituting a violation of this Article by any officer, director, manager, employee or agent of the licensee shall be deemed to be the act or omission of such licensee and such licensee shall be liable for all penalties and sanctions provided by this Article in the same manner as if such act or omission had been done or omitted by the licensee personally.

SECTION 5. Chapter 4-151 of the Municipal Code ("Shooting Range Facility License") is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-151-010 Definitions.

As used in this Chapter, unless the context requires otherwise:

(Omitted text is unaffected by this ordinance)

~~"Applicant" means any person applying for a license issued under this chapter and any person who: (1) is an officer, director, manager, managing member, partner, general partner or~~

~~limited partner of an entity seeking a license issued under this chapter; or (2) owns directly, or indirectly through one or more independent ownership entities, 5% or more of the interest or voting shares in an entity seeking a license issued under this chapter; or (3) is among the top three persons holding the highest percentage of ownership in an entity seeking a license issued under this chapter.~~

(Omitted text is unaffected by this ordinance)

4-151-030 License – Application and issuance procedures.

(Omitted text is unaffected by this ordinance)

~~(e) At the time an application is originally filed for a shooting range facility license, the applicant shall pay the license fee required by Section 4-5-010 and, no later than 30 days after payment of the license fee, shall submit to the department all required documentation, as prescribed by the rules and regulations of the department, necessary to complete the license application.~~

~~If the applicant submits all required documentation in a timely manner, the commissioner shall review the application materials and shall approve or deny the application within 60 days after all required documentation has been submitted.~~

~~If the applicant fails to submit all required documentation within 30 days after payment of the license fee, the application shall be deemed incomplete and no further action shall be taken on the application, unless the applicant reactivates the application within six months after the original application is filed by: (i) submitting all required documentation necessary to complete the application process; and (ii) paying a $100.00 application reactivation fee. If the applicant reactivates the license application in accordance with the requirements of this subsection, the commissioner shall review the application materials and shall approve or deny the application within 60 days after all required documentation has been submitted and the application reactivation is fee paid.~~

~~If the commissioner deems the license application to be incomplete and the applicant fails to reactivate the application in accordance with the requirements of this subsection, or, if the applicant withdraws the application, the application shall expire and the applicant shall forfeit the license fee and, if applicable, the license application reactivation fee. If the license application expires or is withdrawn, a new application for a license, accompanied by the license fee and all required documentation prescribed by the rules and regulations of the department, shall be required to obtain a license under this chapter.~~

~~(f) The commissioner may deny an application for a shooting range facility license if the issuance or renewal of such license would have a deleterious impact on the health, safety or welfare of the community in which the shooting range facility is or will be located. A deleterious impact is presumed to exist whenever there have been a substantial number of arrests within 500 feet of the applicant's premises (measured from the nearest exterior wall of the premises) within the previous two years, unless the applicant has adopted a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact.~~

~~If the applicant is seeking a shooting range facility license for a premises and the commissioner finds that, for the subject premises identified in the application within the previous~~

~~two years, a license application has been denied under this subsection (f) because the commissioner has determined that issuance of the license would have a deleterious impact on the health, safety or welfare of the community, the application shall be denied unless the applicant can prove to the commissioner by clear and convincing evidence that applicant has devised a plan of operation that will provide reasonable assurance that the issuance of the license will not have a deleterious impact.~~

~~In any case in which the commissioner finds that an application must be denied under this subsection (f), the commissioner shall notify the applicant of that finding and afford the applicant 20 days in which to submit a plan of operation, and the time for a final ruling on the application shall be stayed until 35 days after the period in which the plan may be submitted has expired. The plan may include conditions upon the applicant's operation of the premises that are useful or necessary to mitigate a deleterious impact, including but not limited to providing security personnel, restricted hours of operation, providing outdoor lighting, the display of signs, or any other reasonable restrictions. An applicant's failure to adhere to a written plan of operation approved by the commissioner pursuant to this subsection shall constitute a basis to impose a fine and to suspend or revoke any shooting range facility license subsequently issued, as appropriate.~~

~~For purpose of this subsection (f), "deleterious impact" has the same meaning ascribed to that term in Section 4-60-010.~~

(~~g~~ e) At the time an application for a license is originally filed or subsequently renewed, the applicant or licensee shall provide proof to the department that the applicant or licensee has obtained the insurance required pursuant to Section 4-151-070.

~~(h) No original or renewal license shall be issued to any applicant or licensee if any person owning, either directly or indirectly, more than five percent of the interest in the applicant or licensee owes a debt within the meaning of Section 4-4-150(a) of this Code.~~

(~~i~~ f) Within five days of the payment of the license fees pursuant to this chapter, the commissioner shall notify the alderman of the ward in which the premises described in such license is located.

~~(j) Except as otherwise provided in this section, if a change in any information required in subsection (b) of this section occurs at any time during a license period, the licensee shall file a statement, executed in the same manner as an application, indicating the nature and effective date of the change. The supplemental statement shall be filed within 30 days after the change takes effect.~~

~~(k) Whenever any changes occur in the officers of the licensee, the licensee shall notify the department in accordance with the procedures set forth in this subsection. For purposes of this subsection, the term "officer of the licensee" or "officers of the licensee" means the members of a partnership, the officers, directors, managers or shareholders of a corporation, orthe managers or managing members of a limited liability company or other legal entity licensed pursuant to this chapter.~~

~~(1) if any officer of the licensee is removed from office in accordance with the bylaws, operating agreement, partnership agreement for the licensee, pursuant to law or court order, by reason of death, or for any other reason, and such officer is not replaced, then the licensee shall notify the department of the change by notarized letter within 30 days of the effective date of the change; provided, however, that if the person removed from office but not~~

~~replaced owned five percent or more of the interest in the licensee at the time of his or her removal from office, the licensee shall comply with item (3) of this subsection. The licensee shall submit any additional information pertaining to the removal of any officer requested by the commissioner within 10 days of such request.~~

~~(2) if any officer of the licensee is removed from office in accordance with the bylaws, operating agreement or partnership agreement for the licensee, pursuant to law or court order, by reason of death or for any other reason, and the person removed from office is replaced by a person who has no ownership interest in the licensee or who owns less than five percent of the ownership interest in the licensee, then the licensee shall notify the department of the change by filing with the department a change of officer form provided by the department within 30 days of the effective date of the change. The person replacing the removed officer shall be fingerprinted as required by subsection (d), and the licensee shall submit to the department of business affairs and consumer protection, along with the change of officer form, the following: (i) proof that the person replacing the removed officer has been fingerprinted; (ii) a fee of $100.00 which the commissioner is authorized to assess; and (iii) any other supplementary materials prescribed by the rules and regulations of the department.~~

~~(3) if any officer of the licensee owning directly or beneficially more than five percent of the interest in the licensee is removed from office in accordance with the bylaws, operating agreement or partnership agreement for the licensee, pursuant to law or court order, by reason of death or for any other reason, and such officer is replaced, or if five percent or more of the ownership interest in the licensee changes hands or is transferred to a non-licensee, the licensee shall notify the department by submitting to the department within 30 days of the effective date of the change: (i) a change of officers/shareholders application in conformity with the requirements of this chapter; and (ii) a fee of $250.00 which the commissioner is authorized to assess. All new partners, officers, directors, managers, managing members, shareholders or any other person owning directly or beneficially more than five percent of the interest in a licensee shall satisfy all of the eligibility requirements for a licensee as provided in this chapter. Failure to comply with the requirements of this subsection shall be grounds for revocation of any shooting range facility license held by such licensee.~~

~~(4) if a change in the officers of the licensee of the type described in items (1) or (2) of this subsection takes place at the same time that a change in the officers of the licensee of the type described in item (3) of subsection occurs, the licensee shall be required to comply with the requirements of item (3) of this subsection (k) only.~~

4-151-040 Qualifications for licenses.

No license shall be issued under this chapter if the applicant, the manager, range master, or any employee:

(Omitted text is unaffected by this ordinance)

(d) Does not possess a valid FOID card; provided that if the applicant is not a natural person, no FOID card shall be required of the applicant <u>or a controlling person</u>;

(Omitted text is unaffected by this ordinance)

4-151-110 Safety plan.

(Omitted text is unaffected by this ordinance)

(b) The plan shall provide evidence satisfactory to the superintendent of: (i) the installation and maintenance of adequate exterior lighting; (ii) the installation and maintenance of interior and exterior surveillance cameras installed at each building; (iii) the installation of an alarm system; (iv) protocols for the safe display of and storage of firearms and ammunition; and (v) the employment of adequately trained personnel and qualifications of the range masters; all in accordance with rules prescribed by the superintendent. Recordings from the surveillance camera required by clause (ii) shall be maintained for not less than 30 days and shall be made available to members of the department of police. The failure to submit an approved safety plan as required by this section shall be grounds to deny an application for a license under this chapter or renewal thereof. The failure to adequately implement or maintain an approved safety plan under this section shall be grounds for suspension or revocation of the license and shall be grounds for the city to recover its costs resulting from such failure under Chapter 1-20. The licensee shall obtain all necessary permits, including a public way use permit if applicable; provided that notwithstanding any other provision of the code to the contrary, no fee for a public way use permit will be imposed when the permit is for any surveillance camera installed pursuant to this subsection solely because the camera or its wiring is in any portion of the public way. ~~Notwithstanding any other ordinance to the contrary, the city shall not impose a fee for any surveillance camera installed pursuant to this section solely because the camera or its wiring is in any portion of the public way.~~

4-151-170 Use and repair of firearms and sale of ammunition and firearms.

(a) Notwithstanding any provision of this code to the contrary, a ~~A~~ licensee, manager, range master or employee may ~~provide~~ supply a firearm ~~for use at a shooting range facility~~ to a shooting range patron for the purpose of practicing shooting at targets ~~patron's use~~ at the shooting range; provided that no firearm shall be provided to a shooting range patron if the shooting range patron does not have a valid FOID card or valid CCL, if required to have one.

(b) (1) ~~A licensee may sell ammunition to a shooting range patron only for use at the shooting range. The licensee shall ensure that no shooting range patron leaves the shooting range facility with any ammunition purchased from the licensee~~. A licensee may engage in the retail sale of ammunition or firearms when the licensee obtains a firearms dealer license pursuant to chapter 4-144; provided that no more than 20% of the total floor area shall be used for the retail sale of firearms and ammunition.

(2) Notwithstanding any provision of this code to the contrary, a licensee is exempt from obtaining a firearms dealer license pursuant to chapter 4-144 when:

(A) supplying a firearm to a shooting range facility patron for the purpose of practicing shooting at targets at the shooting range facility in compliance with subsection (a); or

(B) repairing on-site at the shooting range facility, a firearm owned by the shooting range facility or a shooting range facility patron.

~~(c) A licensee is exempt from obtaining a weapons dealer license under Chapter 4-144 when:~~

~~(1) providing a firearm or ammunition in compliance with this section; except that the licensee shall be subject to the same provisions that are applicable to a licensee under sections 4-144-061, 4-144-062 and 4-144-065; or~~

~~(2) repairing a firearm that is owned by a shooting range patron and the firearm is repaired on-site at the shooting range facility.~~

4-151-190 Violation – Penalty.

(a) Except where otherwise specifically provided, any person violating any of the provisions of this chapter, or any rule or regulation promulgated thereunder, shall be fined not less than $500.00 nor more than $5,000.00 for each offense, or may be incarcerated for a term not to exceed 180 days, or both fined and incarcerated. A separate and distinct offense shall be held to have been committed each day any person continues to violate any of the provisions hereof.

(b) Every act or omission constituting a violation of this chapter by any officer, director, manager, employee or agent of the licensee shall be deemed to be the act or omission of such licensee and such licensee shall be liable for all penalties and sanctions provided by this Article in the same manner as if such act or omission had been done or omitted by the licensee personally.

SECTION 6. Section 4-240-150 of the Municipal Code is hereby amended by adding the language underscored, as follows:

4-240-150 Prohibited pledges or purchases.

No such licensee shall take or receive in pawn or pledge, for money loaned, or shall buy any property from a minor, or shall so take, receive or buy any such property, the ownership of which is in, or which is claimed by, any minor, or which may be in the possession or under the control of any minor.

No such licensee shall take any article in pawn or buy from any person appearing to be intoxicated or under the influence of any drug, nor from any person known to be a thief or to have been convicted of theft or burglary, and when any person is found to be the owner of stolen property which has been pawned or bought, such property shall be returned to the owner thereof without the payment of the amount advanced by the pawnbroker thereon or any costs or charges of any kind which the pawnbroker may have placed upon the same.

No such licensee shall take or receive in pawn or pledge, for money loaned, or shall buy or otherwise transfer or receive, any firearm, ammunition, stun gun or taser from any person.

SECTION 7. Section 4-264-100 of the Municipal Code is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-264-100 Prohibited businesses.

~~No person licensed as a secondhand dealer shall, during the period of his license, receive or hold a license or permit to carry on the business of~~ At any premises for which a license has been issued under this chapter, the secondhand dealer licensee shall not be eligible to receive at that licensed premises a license for, or carry on the business of, the following:

(a) a pawnbroker~~, or~~;

(b) a keeper of a junk facility; or

(c) a weapons dealer under chapter 4-144.

SECTION 8. Chapter 8-20 of the Municipal Code is hereby amended by adding a new section 8-20-090, by adding the language underscored and by deleting the language struck through, as follows:

8-20-090 ~~Reserved~~ Limitation on purchase of handguns.

No person shall purchase more than one handgun within any 30-day period; provided that this section shall not apply to the purchase of a handgun by:

(a) a peace officer;
(b) a collector issued a federal firearm collector's license who is purchasing an antique, curio or relic firearm;
(c) a person whose handgun was stolen or lost and the person timely reported the theft or loss to the appropriate local law enforcement official; or
(d) a person returning a handgun purchased within the thirty-day period because the handgun is defective or damaged and the person is seeking a replacement handgun.

8-20-100 Sale or transfer of firearms ~~or ammunition~~ at gun shows prohibited.

(a) No firearm shall be sold or otherwise transferred by any person at a gun show. For purposes of this subsection, "gun show" means a temporary exhibit or gathering where firearms or ammunition are sold, leased, or otherwise transferred. ~~Except as authorized by section 2-84-075, no firearm may be sold, acquired or otherwise transferred within the city, except through inheritance of the firearm~~.

~~No ammunition may be sold or otherwise transferred within the city, except through a licensed weapons dealer or as otherwise allowed by this code.~~

~~(c) Notwithstanding subsection (a), a peace officer may sell or transfer any lawfully held firearm or ammunition to another peace officer in accordance with the other provisions of this chapter.~~

~~(d) Notwithstanding any other provision of this section:~~

~~(1) a licensee, range master, manager or employee of a licensed shooting range facility may sell ammunition, or provide a firearm to, a shooting range patron in compliance with Section 4-151-170; or~~
~~(2) a shooting range patron may provide a firearm to another shooting range patron for use at the shooting range when both shooting range patrons have FOID cards or CCLs, if required.~~

SECTION 9. Chapter 13-96 of the Municipal Code is hereby amended by deleting the language struck through, as follows:

13-96-1190 Shooting range facility requirements.

(Omitted text is unaffected by this ordinance)

~~d) if ammunition or firearms are stored, a magazine or hazardous storage facility appropriate for the type and amount of ammunition or firearms, as provided in rules and regulations promulgated by the police or fire department;~~

(Omitted text is unaffected by this ordinance)

13-96-1200 Shooting range requirements.

(Omitted text is unaffected by this ordinance)

(b) Every shooting range shall comply with the following:

(Omitted text is unaffected by this ordinance)

(2) sound control – the noise emanating from the shooting range to areas outside of the shooting range facility ~~are~~ is subject to Chapter 8-32, Sections 8-32-010 through and including 8-32-170, Noise and Vibration Control. The maximum noise emanating from the shooting range facility shall not be more than 55 dB when measured from a distance of 100 feet or more from the source, or 70 dB when measured from a distance of 10 feet or more from the source. The shooting range shall conform to the requirements of The Occupational Noise Exposure Standard Section 1910.95 of 29 C.F.R. Part 1910 and shall be designed and constructed to contain noise generated from the discharge of firearms. ~~The shooting range shall be provided with air-borne and structure-borne sound absorbing materials. Surface applied or suspended acoustical materials shall comply with Section 15-8-420. The materials shall be designed to permit easy cleaning and access for periodic replacement~~;

(Omitted text is unaffected by this ordinance)

(7) floors, ceilings, and walls– the floors, ceilings, and walls of every shooting range shall be constructed of smooth non-porous materials to facilitate effective maintenance and cleaning and removal of lead particulate. ~~The floors of the shooting range shall be constructed to slope at a minimum of one-fourth inch (1/4) per foot from the firing line toward the backstop/bullet trap~~;

(8) shooting booths– where shooting booth separations are provided, the shooting booth panels shall be constructed of permanently fixed, cleanable, non- porous materials. The shooting booths shall be constructed to provide an impenetrable protective barrier between people at the shooting booths and to protect against the effects of ejected bullet casings and muzzle blast; ~~and~~

(9) range master booth– where a range master booth is provided, the shooting range shall be limited in size to the area that can be directly visible to the range master at all times. The range master booth shall be constructed to provide:

(i) protection from any projectiles straying from the shooting range;
(ii) clear visibility of all firing positions at the shooting range;
(iii) ready access to the shooting range;
(iv) acoustical protection and separation for the range master;
(v) protection from exposure to lead particulate from the shooting range, as provided for in rules and regulations promulgated by the department of health; and
(vi) immediate access to and use of the shooting range communication system~~.~~;

(10) removal of lead particulate-the shooting range facility shall be equipped with a lead particulate removal system, such as HEPA vacuum or other such system approved by the commissioner of public health, or a lead particulate removal system that removes the lead particulate using water; and

(11) if the shooting range facility uses a lead particulate removal system that removes the lead particulate using water, the shooting range facility shall have a floor drain at the backstop/bullet trap that collects lead and other hazardous waste material in a separate

drainage system to an approved collection device or treatment system that complies with all applicable local, state or federal laws and standards.

13-96-1220 Plumbing requirements.

(Omitted text is unaffected by this ordinance)

(b) ~~The shooting range shall have a hose bibb installed with backflow protection that complies with the rules and regulations promulgated by the department of water management.~~ The discharge of any waste from the shooting range shall be in compliance with all applicable local, state or federal laws or standards, and shall comply with the requirements of Articles 7, 8 and 11 of Chapter 18-29 to prevent the discharge of any prohibited waste from entering into any sewer, watercourse, natural outlet or waters.

~~(c) Floor drains installed at the backstop/bullet trap shall collect lead and other hazardous waste materials in a separate drainage system to an approved collection device or treatment system that is in compliance with all applicable local, state or federal laws or standards~~.

(~~d~~ c) Interceptors or separators shall be installed to recover solids from metal particles, metal chips, shavings, plaster, stone, clay, sand, cinder, ashes, glass, gravel, oily or greasy residual waste and similar materials in separating lighter than water waste from heavier than water waste or waste from soiled water to prevent such matter from entering the drain line. The size, type, location and construction material of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instruction, the rules and regulations promulgated by the departments of water management and health, and the requirements of Section 18-29-1003 based on the anticipated conditions of use. All interceptors and all separators shall be installed in an accessible location to permit the convenient removal of the lid and internal contents and to permit service and maintenance. Unless otherwise approved, all interceptors and separators shall have an inspection manhole located outside on private property to permit observation, measurement and sampling downstream of the interceptors or separators.

(e d) Waste that does not require treatment or separation need not be discharged into any interceptor or separator and may be in a separate line until after the interceptor or separator but must connect to the building sewer before the public way. Waste from the shooting range facility which does not have a lead contamination level of more than 0.5 mg/L is not required to discharge into an interceptor or separator. ~~All interceptors and all separators shall be installed in an accessible location to permit the convenient removal of the lid and internal contents and to permit service and maintenance. Unless otherwise approved, all interceptors and separators shall have an inspection manhole located outside on private property to permit observation, measurement and sampling downstream of the interceptors or separators.~~

(~~f~~ e) Grease traps approved by the department of buildings shall have the waste retention capacity indicated in Table 18-29-1003.3.6 for the flow-through rated indicated.

SECTION 10. Section 15-4-985 of the Municipal Code is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

15-4-985 Storage of ammunition at firearms dealers and shooting range facility licensed premises.

(a) For purpose of this section, the following definitions apply:

(1) the terms "ammunition" and "shooting range facility" have the meaning ascribed to those terms in Section 4-151-010.

(2) A "firearms dealer premises" means the premises for which a person was issued a weapons dealer-firearms dealer license pursuant to Article VII of chapter 4-144.

(b) (1) No certificate of fitness or license issued under this chapter shall be required for the storage of ammunition at a licensed shooting range facility or firearms dealer premises.

(2) Ammunition stored by a firearms dealer or shooting range facility licensee at the licensed premises shall comply with rules and regulations promulgated by the fire commissioner.

(3) The fire commissioner ~~is authorized to~~ shall promulgate rules and regulations for the storage of ammunition at shooting range facilities and firearms dealers. At a minimum, the rules shall require that the storage of ammunition at the licensed premises of firearms dealer or shooting range facility shall be stored in a separate enclosed area that is secure and equipped with an automatic sprinkler system.

(c) Any person who violates a rule and regulation promulgated pursuant to this section shall be fined not less than ~~$200.00~~ 1,500.00 nor more than ~~$500.00~~ 3,000.00. A separate and distinct offense shall be deemed to have been committed each day any person continues to violate any of the provisions hereof.

SECTION 11. Chapter 17-3 of the Municipal Code is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-3-0207 Use Table and Standards.

USE GROUP / Use Category / Specific Use Type		Zoning Districts						Use Standard	Parking Standard
		B1	B2	B3	C1	C2	C3		
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed									
RESIDENTIAL									
A. Household Living									
1.	Artist Live/Work Space located above the ground floor	P	P	P	P	P	-		§ 17-10-0207-C

(Omitted text is unaffected by this ordinance)

OTHER									
XX. Wireless Communication Facilities									
1.	Co-located	P	P	P	P	P	P	§ 17-9-0118	None required

2.	Freestanding (Towers)	S	S	S	S	S	S	§ 17-9-0118	None required
YY. Firearms dealer		-	-	-	-	S	S	§17-9-0128	§17-10-0207-M

(Omitted text is unaffected by this ordinance)

SECTION 12. Chapter 17-4 of the Municipal Code is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

17-4-0207 Use Table and Standards.

USE GROUP		**Zoning Districts**				**Use Standard**	**Parking Standard**
Use Category		**DC**	**DX**	**DR**	**DS**		
	Specific Use Type						
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed							
RESIDENTIAL							
A.	Household Living						
1.	Artist Live/Work Space located above the ground floor	P	P	P	-		§ 17-10-0208

(Omitted text is unaffected by this ordinance)

OTHER							
XX. Wireless Communication Facilities							
1.	Co-located	P	P	P	P	§ 17-9-0118	None required
2.	Freestanding (Towers)	S	S	S	S	§ 17-9-0118	None required
YY. Firearms Dealer		-	-	-	S	§17-9-0128	§17-10-0207-M

(Omitted text is unaffected by this ordinance)

SECTION 13. Chapter 17-5 of the Municipal Code is hereby amended by adding the language underscored, as follows:

17-5-0207 Use Table and Standards.

USE GROUP	**District**			**Use Standard**	**Parking Standard**
Use Category	**M1**	**M2**	**M3**		
Specific Use Type					
P= permitted by-right S = special use approval required PD = planned development approval required - = Not allowed					
RESIDENTIAL					

A. Group Living						
1.	Temporary Overnight Shelter	S	S		§ 17-9-0115	§ 17-10-0207-Q
2.	Transitional Shelters	S	S		§ 17-9-0115	§ 17-10-0207-Q

(Omitted text is unaffected by this ordinance)

CC. Sports and Recreation, Participant		S	S	S		§ 17-10-0207-M
1.	Shooting range facility	S	S	S	§ 17-9-0120 Accessory sales of firearms and ammunition: not to exceed 20% of total floor area	§ 17-10-0207-M

(Omitted text is unaffected by this ordinance)

SECTION 14. Chapter 17-9 of the Municipal Code is hereby amended by adding a new section 17-9-0128, as follows:

17-9-0100 Use standards.

(Omitted text is unaffected by this ordinance)

17-9-0128 Firearms Dealer. A firearms dealer may not be located within 500 feet of any primary or secondary school or any park owned or leased by any unit of local, state or federal government, measured from property line to property line.

SECTION 15. Section 17-13-0908 of the Municipal Code is hereby amended by adding the language underscored, as follows:

17-13-0908 Inaction by Zoning Board of Appeals. If the Zoning Board of Appeals does not render a final decision on a special use application for an adult use, firearms dealer, or religious assembly use within 120 days after a complete application is filed, the application will be considered approved, provided that this limitation does not apply to periods of time during which consideration of the application has been delayed at the request or cause of the applicant.

SECTION 16. Chapter 17-17 of the Municipal Code is hereby amended by adding a new section 17-17-0254.5, as follows:

(Omitted text is unaffected by this ordinance)

17-17-0254 FAR. An abbreviation for "floor area ratio". See "floor area ratio" definition.

17-17-0245.5 Firearms Dealer. A firearms dealer means a person issued a weapons dealer-firearms dealer license pursuant to Article VII of chapter 4-144.

17-17-0255 Flag. A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of a flag is more than 3 times as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported. See also "banner".

(Omitted text is unaffected by this ordinance)

SECTION 17. In light of the urgent need to ensure the proper regulation of the sale of firearms, pursuant to 65 ILCS 5/1-2-4, this ordinance shall take effect immediately upon its passage and approval, if such passage is by a vote of at least two-thirds of the members of this Council. In the event this ordinance passes by a majority vote of less than two-thirds of the members of this Council, it shall take effect ten days after passage and publication.

City of Chicago

O2014-4845

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code by adding new Sections 2-92-417 regarding bidding incentives for MBE/WBE requirements; 2-92-418 small business enterprise and veteran-owned business enterprise joint ventures
Committee(s) Assignment:	Committee on Budget and Government Operations

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

At the request of the Chief Procurement Officer, I transmit herewith, together with Alderman Balcer, an ordinance amending Chapter 2-92 of the Municipal Code regarding a small business and veteran joint venture preference.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

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2014 MAY 30 PM 1:28
OFFICE OF THE
CITY CLERK

ORDINANCE

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

SECTION 1. Article III of Chapter 2-92 of the Municipal Code of Chicago is hereby amended by adding new sections 2-92-417 and 2-92-418, as follows:

2-92-417 Bid incentives –MBE/WBE requirements.

Unless otherwise prohibited by any federal, state or local law, any contract awarded based upon an allocation of a bid incentive authorized pursuant to this Article III shall be subject to the M.B.E. and W.B.E. participation provisions set forth in Articles IV and VI of this chapter. For purposes of this section "M.B.E." and "W.B.E" have the meaning ascribed to those terms in section 2-92-420.

2-92-418 ~~Reserved.~~ Contracts –bid incentive for small business enterprise and veteran-owned business enterprise joint ventures.

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

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

"Construction project" has the same meaning ascribed to that term in Section 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Small business enterprise" and "Owned" have the meaning ascribed to those terms in section 2-92-670.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

(b) (1) Unless otherwise prohibited by any federal, state or local law, for any contract advertised, or if not advertised awarded, after the effective date of this section, the chief procurement officer shall allocate a bid incentive of 5% of the contract base price to a qualified bidder when the qualified bidder is an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

(2) The chief procurement officer may forego awarding the bid incentive under this section, under the following conditions:

(i) an emergency exists;
(ii) for cooperative purchasing or cooperative construction contracts;
(iii) where an eligible joint venture is determined by the chief procurement officer to be unqualified, unable, or ineligible to perform the contract; or
(iv) for any other factor the chief procurement officer deems to be in the city's best interest.

(3) For all contracts advertised after the effective date of this section, the chief procurement officer shall include the bid incentive provision consistent with this section in all such advertising.

(4) As a condition of being awarded the bid incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture during the term of the contract for which the bid incentive was awarded.

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a minimum of seven years after final acceptance of the work.

(d) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission, an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as an eligible joint venture.

(e) Upon completion of the work, any eligible joint venture that receives a bid preference but that fails to meet the definition as an eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

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

(g) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

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

City of Chicago

O2014-4861

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for William-Davis Park and Park 557 for recreational facilities
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

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EV

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 expenditure of Open Space Impact Fee Funds.

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

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

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

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

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

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

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

WHEREAS, the Park District is the owner of parcels of land at William-Davis Park and Park 557, as described on Exhibit A hereto (collectively, the "Property");

WHEREAS, the City and the Park District desire to create park space and make certain improvements at the above mentioned parcels (the "Project") for the benefit and use of the general public and the respective Community Areas in which they are located; and

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

WHEREAS, DPD desires to provide to the Park District Open Space Fees in an amount not to exceed $284,000 (the "Grant") for the Project; and to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; and

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

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

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

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

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

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

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel to enter into an intergovernmental agreement with the Park District in connection with the Project, in substantially the form attached hereto as Exhibit B and to provide Open Space Fees proceeds to the Park District in an amount not to exceed $284,000 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amounts on Exhibit A from the Community Areas' Open Space Fees Funds are hereby appropriated for the purposes described herein.

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

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

EXHIBIT A

DESCRIPTION OF PROPERTY

Park Development Projects

William-Davis Park Project

Address:	4101 S. Lake Park Ave. Chicago, Illinois 60653 (the "Property")
Community Area:	Oakland
Description of Project:	General construction, demolition, excavation, installation of sewer, plumbing, irrigation, pavers, playground, water feature, new fencing, site furnishings, sculpture and landscaping
PIN	20-02-109-038-0000
Amount of Open Space Fees:	$260,000

Park 557 Project

Address:	7211 N. Kedzie Chicago, Illinois 60645 (the "Property")
Community Area:	West Ridge
Description of Project:	Installation Acorn light Concrete Pole Luminare, equipment access, and contingency
PIN	10-25-316-022 -0000
Amount of Open Space Fees:	$24,000

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of_____, 2014 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), and the Chicago Park District ("Park District"), a body politic and Corporate of the State of Illinois ("Park District"). Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Oakland Open Space Fees Proceeds") for new dwelling units built in the Community of Oakland ("the Oakland Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS36 131 54 5036 2604; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "West Ridge Open Space Fees Proceeds") for new dwelling units built in the Community of West Ridge ("the West Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS02 131 54 5002 2604; and

WHEREAS, the Park District is the owner of parcels of land at William-Davis Park and Park 557, respectively, which are described on Exhibit A hereto (the"Property");

WHEREAS, the City and Park District desire to create new park space at each of the above mentioned parcels (the "Project") for the benefit and use of the general public and the Oakland and West Ridge communities, respectively;

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

WHEREAS, DPD desires to provide to Park District Open Space Fees Proceeds, in an amount not to exceed $284,000 (the "Grant") for reimbursement costs associated with the Project; and

WHEREAS, on June __, 2014, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, On January 15, 2014, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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

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

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

SECTION 1. THE GRANT

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

1.2 Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, Park District must submit documentation regarding the applicable expenditures to DPD. Delivery by Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(c) Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

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

1.3. Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, Park District must repay to the City any such excess Grant funds received by Park District.

1.4. Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by CAPS Codes: PS36 131 54 5036 2604 ($260,000) and PS02 131 54 5002 2604 ($24,000). Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify Park District in writing of that occurrence, and Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

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

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

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

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

E. **Certification.** Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

4.11. Intentionally Omitted.

4.12. Intentionally Omitted.

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

4.14. It is the duty of Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

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

4.16 Independent Contractor

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

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(d) Park District will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

4.17 FOIA and Local Records Act Compliance

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

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

(c) Local Records Act. Park District acknowledges that the City is subject to the Local

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

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

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

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

SECTION 6. INSURANCE

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

INSURANCE TO BE PROVIDED

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

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

Subcontractors performing work or services for Park District must maintain limits of not less than $1,000,000 with the same terms in this subsection.

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

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

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

6.2. **ADDITIONAL REQUIREMENTS.** Park District must furnish the City of Chicago, Department of Planning and Development, 121 N. LaSalle Street, Room 1101, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Park District must submit evidence of insurance on the City's Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Park District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

SECTION 7. INDEMNIFICATION

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

SECTION 8. NO LIABILITY OF OFFICIALS

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

SECTION 9. DEFAULT AND REMEDIES

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

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

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

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

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

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any

employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

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

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

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

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

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

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

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

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

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner

121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

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

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

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

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

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

11.11. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the

portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

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

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

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

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

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

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

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

By:_____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

_____
Kantrice Ogletree
Secretary

EXHIBIT A

Property Description

WILLIAM-DAVIS PARK

Property Address: 4101 S. Lake Park Ave.
Chicago, Illinois 60653

Community Area: Oakland

P.I.N. 20-02-109-038-0000

Legal Description:

BLOCK 5 IN LAKE PARK CRESCENT SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED AS DOCUMENT #0030468270 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

PARK 557

Property Address: 7211 N. Kedzie
Chicago, Illinois 60645

Community Area: West Ridge

P.I.N. 10-25-316-022-0000

Legal Description:

A PORTION OF THE WEST HALF OT HE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: A STRIP OF LAND RUNNING SOUTH ALONG THE EAST BOUNDARY OF KEDZIE AVENUE FROM JARVIS AVENUE TO THE ALLEY PARALLEL TO AND NORTH OF TOUHY AVENUE, AND BOUND ON THE EAST BY A LINE PERPENDICULAR TO TOUHY AVENUE WITH A WIDTH OF APPROXIMATELY 50 FEET AT THE NORTH PORTION AND OF APPROXIMATELY 100 FEET AT THE SOUTH PORTION.

EXHIBIT B

Budget

TOTAL: $284,000

Till-Mobley Park: $260,000

Cost	Item
$110,734	Demolition and Excavation
$119,230.10	Sewer, Plumbing, Irrigation
$82,946	Paving (pavers, concrete)
$250,117.90	Playground and Water Feature
$68,040	Fencing
$83,850	Landscaping
$40,022	Site Furnishings and Sculpture
$90,000	Electric
$130,000	General Construction
$975,000	**TOTAL**

Park 557: $24,000

Cost	Item
$20,000	3 Installed Acorn light Concrete Pole Luminare
$2,000	Equipment access and restoration (as needed)
$2,000	Contingency /AE Fee
$24,000	**TOTAL**

EXHIBIT C

Drawings

[To be attached at Closing]

EXHIBIT D

Project Schedule

[To be attached at Closing]

EXHIBIT E

Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

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

C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements: $_____

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

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

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

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

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

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

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

By: _____
Name
Title: _____

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

My commission expires:_____

Agreed and accepted:

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

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

EXHIBIT F

Insurance Form

[To be attached at Closing]

City of Chicago

O2014-4881

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for future developments of Buckhorn Park
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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 expenditure of Open Space Impact Fee Funds.

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

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

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

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

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

WHEREAS, Dev Chicago Land Group, LLC, an Illinois limited liability company (the "Seller") is the owner of two approximately 3,000 square foot parcels each of vacant real property commonly known as 4323 and 4325 South Calumet Avenue in Chicago, Illinois (the "Acquisition Property") which is legally described on Exhibit A and made part hereof; and

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

WHEREAS, the City desires to purchase the Acquisition Property for the benefit and use of the public and the respective Community Area in which it is located; and

WHEREAS, on December 14, 2005, City Council adopted an ordinance published in the

Journal of the same date granting authority for DPD to acquire the Acquisition Property; and

WHEREAS, the City intends to transfer, subject to a separate ordinance requiring City Council approval, the Acquisition Property to the Chicago Park District (the "Park District") for future development of Buckthorn Park (the "Project");

WHEREAS, the City desires to use impact fee funds to pay for acquisition costs associated with the Project (the "Acquisition Costs"); and

WHEREAS, DPD desires City Council authorization to expend Open Space Fees in an amount not to exceed $1,141,534 for the Project and to create open spaces and recreational facilities in the Community Area listed on Exhibit B; and

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

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

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

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

WHEREAS, DPD has recommended that the City Council find that the acquisition of the Acquisition Property is consistent with and in furtherance of one of the primary objectives of the Open Space Plan, which is the expansion of open space within neighborhoods; and

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

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

WHEREAS, DPD desires City Council authorization to provide any funds not used for the Acquisition Costs to the Park District to be used towards the Project; and

WHEREAS, the City and the Park District wish to enter into an intergovernmental

agreement (the "Agreement") whereby the City shall pay for or reimburse the Park District for costs related to the Project; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The City of Chicago, acting through the Commissioner of DPD (the "Commissioner") is authorized to use Open Space Fee proceeds in an amount not to exceed $1,141,534 from the corresponding DOF fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. The Commissioner of DPD is authorized to execute any and all documents and take any and all action as may be necessary or appropriate to effectuate the development and maintenance of the Project, subject to the approval of the Corporation Counsel.

SECTION 5. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of the DPD is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 6. Open Space Fees in the amount on Exhibit B from the Community Area Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 8. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

ACQUISITION PROPERTY

(Subject to Final Title Commitment and Survey)

Parcel 1
Common Address: 4323 South Calumet Avenue, Chicago, Illinois

Legal Description:
LOT 5 IN BAILEY'S CALUMET AVENUE ADDITION, BEING A SUBDIVISION OF LOTS 1 AND 2 IN ALBERT E. KENT'S SUBDIVISION OF LOT 12 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTHWEST 1/4 OF LOTS 13 AND 14 OF H. HONORE'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-03-305-006

Parcel 2
Common Address: 4325 South Calumet Avenue, Chicago, Illinois

Legal Description:
LOT 15 IN HONORE'S SUBDIVISION OF PART OF THE NORTHEAST 1/ 4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-03-305-007

EXHIBIT B

DESCRIPTION OF PROJECT

Address:	4345 South Calumet Avenue
Community Area:	Grand Boulevard
Description of Project:	Land Acquisition for future conveyance to the Chicago Park District, subject to a separate Ordinance requiring City Council approval for use as part of Buckthorn Park and open space

Project Budget:

Acquisition Costs	$ 50,000
Design	$ 92,000
Construction	$ 924,000
Contingency	$ 92,000
Contractor General Conditions	$ 92,000
TOTAL	$1,250,000

Funding Sources:

Amount of Open Space Fees:	$1,141,534

City of Chicago

A2014-62

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of James M. Ludwig as member of Special Service Area No. 18, North Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have reappointed James M. Ludwig as a member of Special Service Area No. 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-64

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of David L. Gassman, Timothy S. Klump and Randy L. Shingledecker as members of Special Service Area No. 18, North Halsted Commission
Committee(s) Assignment:	Committee on Finance

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have reappointed David L. Gassman, Timothy S. Klump and Randy L. Shingledecker as members of Special Service Area No. 18, the North Halsted Commission, for terms effective immediately and expiring February 10, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-65

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	5/28/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Linda M. Szarkowski as member of Special Service Area No. 19, Howard Street Commission
Committee(s) Assignment:	Committee on Finance

FIN

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 28, 2014

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

Ladies and Gentlemen:

I have reappointed Linda M. Szarkowski as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor