



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 10/28/2015 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Lease			
1	O2015-7811	Lease agreement with Chicago Board of Education for use of office space at 1411 W Madison St	Emanuel (Mayor) Housing
Appointment(s)			
2	A2015-146	Appointment of John J. Katsantones as member of Special Service Area No. 16, Greektown/Halsted Commission	Emanuel (Mayor) Finance
3	A2015-147	Appointment of Lorraine J. Rieff-Liakouras as member of Special Service Area No. 16, Greektown/Halsted Commission	Emanuel (Mayor) Finance
4	A2015-150	Appointment of Craig Chico as member of Chicago Housing Authority Board of Commissioners	Emanuel (Mayor) Housing
Reappointment(s)			
5	A2015-144	Reappointment of Frank J. Caputo as member of Special Service Area No. 16, Greektown/Halsted Commission	Emanuel (Mayor) Finance
6	A2015-148	Reappointment of Marc D. Washor as member of Special Service Area No. 16, Greektown/Halsted Commission	Emanuel (Mayor) Finance
7	A2015-149	Reappointment of James M. Ludwig as member of Special Service Area No. 18, North Halsted Commission	Emanuel (Mayor) Finance
8	A2015-151	Reappointment of Harriet Johnson as member of Chicago Housing Authority Board of Commissioners	Emanuel (Mayor) Housing
9	A2015-152	Reappointment of Mildred Harris as member of the Chicago Housing Authority Board of Commissioners	Emanuel (Mayor) Housing
Special Events			
10	O2015-7810	City of Chicago Special Events Ordinance (2016)	Emanuel (Mayor) Special Events
Tax Increment Financing			
11	O2015-7846	Termination of Roosevelt/Canal Tax Increment Financing District (TIF) redevelopment project area	Emanuel (Mayor) Finance



City of Chicago



O2015-7811

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Chicago Board of Education for use of office space at 1411 W Madison St
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease agreement regarding property at 1411 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with The Board of Education of the City of Chicago, as tenant, for use of 1,990 square feet of office space, located in the 3rd floor of the 911 Center at 1411 West Madison Street, to be used as the Chicago Public Schools' Student Safety Center; such Lease to be approved by the Executive Director of the Office of Emergency Management and Communications, and as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE (the "Lease") is made and entered into this _____ day of _____, 2015 by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "City" or "Landlord"), and **THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (hereinafter referred to as "Tenant" or "Board").

RECITALS

WHEREAS, Landlord is the owner of the 911 Emergency Communications Center located at 1411 West Madison Street, Chicago, Cook County, Illinois (the "**911 Center**"); and

WHEREAS, the 911 Center is used as the headquarters for the City's Office of Emergency Management and Communications ("OEMC"); and

WHEREAS, the Tenant, in collaboration with OEMC, plans to relocate a portion of Tenant's security operations to the 911 Center as a Student Safety Center; and

WHEREAS, the Tenant has completed renovations and improvements to the 3rd floor of the 911 Center under a separate agreement with the Landlord in anticipation of the relocation of the Tenant's Student Safety Center to the 911 Center.

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

SECTION 1. GRANT

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

Rooms 300, 303, 317, and 319, consisting of approximately 1,990 square feet, located on the 3rd floor of the 911 Center at 1411 West Madison Street, Chicago, Illinois (the "Premises") as depicted on **Exhibit A**.

SECTION 2. TERM

2.1 Initial Term. The term of this Lease ("Term") shall commence on the date of Lease execution ("Commencement Date"), and shall end on December 31, 2025, unless sooner terminated as set forth in this Lease.

2.2 Optional Terms. Tenant has two (2) options to extend the Term for an additional five (5) years each by providing the Landlord with written notice ninety (90) days prior to the expiration of the Term.

SECTION 3. RENT, OPERATING COSTS AND UTILITIES, TAXES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) per year, the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Operating Costs. Tenant shall also reimburse Landlord's Operating Costs for the Premises as delineated pursuant to Section 3.2a below as reimbursement for Landlord's costs to operate the 911 Center and the Premises, but not as rent.

a. Calculation of Operating Costs. Tenant shall pay to Landlord Operating Costs (as hereinafter defined) incurred by Landlord with regards to Tenant's "Proportionate Use" of the 911 Center. This Proportionate Use shall be based on the square footage leased by Tenant divided by the 911 Center's total square footage. The 911 Center's total square footage is approximately 161,271 square feet and Tenant's leasehold is approximately 1,990 square feet, which comprises 1.2339% of the 911 Center's total square footage. "Operating Costs" shall be based on Tenant's 1.2339% Proportionate Use. Operating Costs shall include (i) all utilities (including, but not limited to, gas, electricity, and water), (ii) property insurance, (iii) common area maintenance, (iv) engineering services and building engineer expense at the full rate (compensation, benefits, and pension costs), and (v) landscaping and snow removal. Tenant shall separately contract for custodial services, telephone, and telecommunication services to the Premises. For 2016, Tenant's Operating Costs are estimated to be, and Tenant shall initially pay, \$1,538.57 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs for 2016 and/or subsequent years).

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

Landlord shall refund said overpayment to Tenant within thirty (30) days.

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

3.3 Utilities. Landlord shall supply gas, electricity, and water to the Premises, and Tenant shall reimburse Landlord for the Landlord-supplied utilities as detailed in section 3.2 above. Tenant shall be responsible for supplying and paying for all telephone or other communication services to the Premises.

3.4 Taxes and Other Levies. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

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

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, USE, ALTERATIONS, AND COMMON AREAS

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

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord.

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

4.4 Use of the Premises. Tenant shall use the Premises only for the Student Safety Center and related security operations. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively – the "Laws") which may be applicable to the Premises. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Tenant shall not use said Premises for political or religious activities.

4.5 Alterations and Additions. Tenant may not make any alterations, additions and/or improvements to the Premises without the prior written consent of Landlord's Commissioner of the Department of Fleet and Facility Management. Any such alterations, additions, and improvements shall be in full compliance with the applicable Laws. Landlord shall not be obligated to pay for any alterations, additions, or improvements to the Premises.

4.6 Common Areas. Tenant shall have shared, non-exclusive use of the bathrooms, break-rooms, lunchrooms, and gym in the 911 Center. Tenant shall coordinate with a designated individual from OEMC to access the 3rd floor telecommunications room for placement and operation of a telecommunications server.

4.7 Parking. Tenant's employees with an OEMC building pass will be permitted to park in the adjacent OEMC parking lot. There are no specific spaces assigned for Tenant's use. The parking spaces are available on a first-come, first-served basis, and Landlord cannot guarantee parking for all Tenant employees.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

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

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

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

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to this Lease. The Parties agree that Tenant self-insures for coverage of the type and nature set forth below. Tenant shall provide a letter of self-insurance in lieu of a certificate of insurance.

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

(b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or

equivalent).

The City of Chicago shall be named as an additional insured under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Tenant's sole negligence or the Additional Insured's vicarious liability. Tenant's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Lease, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

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

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

The Tenant shall provide for 60 days prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled, or non-renewed.

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

Tenant hereby grants to the Landlord a waiver of any right of subrogation which any insurer of Tenant may acquire against the Landlord by virtue of the payment of any loss under the insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer(s).

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

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

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

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

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

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

6.3 Tenant's Indemnification. Without waiving its defenses and governmental immunities under the Local Governmental and Governmental Employer Tort Immunity Act, 745 ILCS Section 10/1 et. Seq. and the Illinois School Code, Tenant shall protect, indemnify, save harmless and defend Landlord from and against all liabilities, obligations, losses, claims, demands, causes of action, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from or in any way related to: (i) Tenant's conduct, management, occupancy or work done in and on the Premises; (ii) any breach or default on the part of Tenant under this Lease; (iii) any intentional or grossly negligent act of Tenant or any of Tenant's agents, contractors, employees or invitees; and (iv) any accident, injury or damage cause by Tenant to any person occurring during the Term of this Lease on the Premises.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged, destroyed, or sustain a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Landlord's opinion or Tenant's opinion, the Premises are rendered unusable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party five (5) days written notice to such effect.

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

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

8.3 Tenant's Ethics Restrictions.

This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

No officer, agent or employee of the Tenant is or shall be employed by the Landlord or has or shall have a financial interest, directly, or indirectly, in this Lease or the compensation to be paid hereunder except as may be permitted in writing by the Tenant's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

SECTION 9. ADDITIONAL RESPONSIBILITIES OF TENANT

9.1 Safety Procedures. Tenant shall at all times adhere to the applicable security policies and procedures for the 911 Center as detailed on **Exhibit C** attached hereto. Before Tenant can access the Premises, all of Tenant's employees and agents must successfully complete background checks administered by OEMC. At no time shall Tenant's employees or agents access the City's Police and Fire Operations Floor located on the 3rd floor of the 911 Center. Tenant's failure to abide by the provisions of this section will result in the immediate suspension or termination of Tenant's access to the Premises at the City's sole and exclusive discretion.

9.2 No Alcohol or Illegal Activity. Tenant shall not permit the consumption of alcoholic beverages or the use of any illegal drugs on the Premises. Tenant, or any of its agents

or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

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

9.4 Required Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Landlord's Department of Fleet and Facility Management must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease. Tenant acknowledges that this Lease shall not act as a substitute for any permit that may be required.

9.5 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises.

9.6 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, contractors or third parties. Tenant may perform such repairs with service providers suitable to Landlord and at Tenant's sole cost without further setoff or deduction from Landlord. In the event Tenant is unwilling or unable to perform said repairs, Landlord may perform such repairs subject to full reimbursement to Landlord by Tenant of all costs required for such repairs including, but not limited to, labor and material associated with such repairs.

9.7 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, or Tenant's invitees, or any third parties entering the Premises.

9.8 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises or the 911 Center. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner not specified in this Lease and Landlord shall not undertake any additional duties or services.

9.9 Condition at Termination. Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in the same or better condition to the condition of the Premises at the beginning of Tenant's occupancy of the Premises, normal wear and tear excepted.

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 Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

Stephen Stults
Department of Fleet & Facility Management
City of Chicago
30 North LaSalle, Rm 300
Chicago, IL 60602

Copy to: Tamie Sepulveda
Office of Emergency Management and Communications
City of Chicago
1411 W Madison, Rm 212
Chicago, IL 60607

Alison Gillis
Assistant Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle St, Suite 600
Chicago, IL 60602

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

Board of Education of the City of Chicago
Department of Facilities
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate

Copy to: Chicago Public Schools
Law Department, Suite 900
One North Dearborn Street
Chicago, Illinois 60602

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

Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 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.

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

10.4 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.

10.5 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.

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

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

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

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

10.10 Termination of Lease. Landlord shall have the right to terminate this Lease for any or no reason without penalty by providing Tenant with ninety (90) days prior written notice at any time after the Commencement Date.

10.11 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2026 and the rent shall be at the same rate as set forth in Section 3.1 of this Lease. During such holding over all provisions of this Lease shall remain in full force and effect.

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

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

10.14 Amendments. From time to time, the parties hereto may amend this Lease without City Council approval with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease. Provided, however, that such amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein, in the sole opinion of Landlord. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.15 Lease Construction. This Lease has been prepared by Landlord and reviewed and approved by Tenant. This Lease shall not be interpreted against either Landlord or Tenant because of the parties' mutual efforts to finalize this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

BY: OFFICE OF EMERGENCY MANAGEMENT AND
COMMUNICATIONS

By: _____
Executive Director

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
**Deputy Corporation Counsel
Real Estate Division**

TENANT:

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO,

a body politic and corporate

By: _____
Name: Liza Balistreri
Title: Director of Real Estate

COO Report No.: 15-0108-COO1

Approved as to Legal Form:

General Counsel

EXHIBIT A
Premises

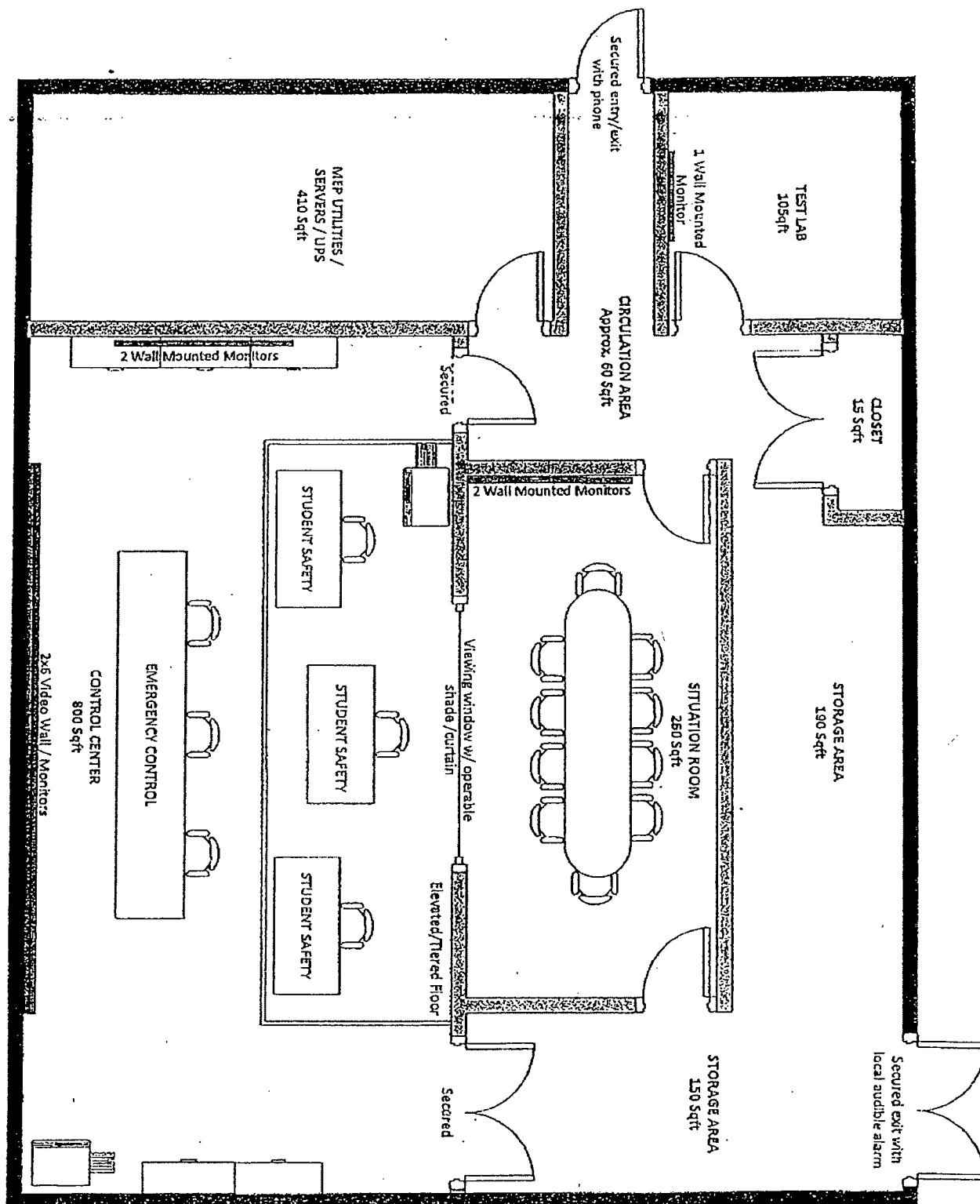


EXHIBIT B
Operating Expenses

1411 W. Madison Street
OEMC 911 Center
(ver. 10/5/2015 and subject to further revisions)

<u>Items</u>	<u>Building Amounts (161,271 square feet)</u>
Utilities	\$624,469.14
Engineering Services	\$398,506.72
Common Area Maintenance	\$473,328.06
<hr/>	
Total Annual Costs	\$1,496,303.92

Occupancy = 1,990 square feet, totaling 1.2339% of building's square footage

$(\$1,496,303.92 \text{ Annual Costs}) \times (0.012339) = \underline{\$18,462.89} \text{ (Annual Operating Costs)}$

Total Monthly Operating Costs = **\$1,538.57**

EXHIBIT C
Safety Procedures



GENERAL ORDER

Date:

SUBJECT: IDENTIFICATION CARDS AND VISITOR SECURITY

I. PURPOSE

Establishes policies and procedures regarding Office of Emergency Management and Communications (OEMC) identification cards and facility security pertaining to employees, security personnel, and to the arrival, presence and departure of all visitors.

II. POLICY

The OEMC maintains a number of facilities and systems that are vital to the support of public safety emergency communications. These facilities, systems, and the personnel that operate and maintain them must be kept in a safe environment at all times. This is necessary for protection against intrusion, acts of terrorism, or any other threats including cyber or natural hazards that may interfere with the continued operation of dispatching systems and other critical functions.

III. DEFINITIONS

- A. Employee Identification card (ID) - an electronically produced card with overt and covert security features issued for OEMC employees, contract employees, and members of other agencies detailed to the OEMC. The OEMC ID cards provide visual identification and allow cardholders physical access to the buildings and restricted areas, as appropriate for each employee.
- B. Emergency Operations Center (EOC) ID card - an electronically produced card with overt and covert security features issued by the OEMC to members of agencies and departments represented in the EOC, while it is activated for a planned or unplanned event, or for an exercise. The EOC ID cards allow cardholders physical access only to the EOC (Room 300) located at the 1411 W Madison facility. The EOC ID card will be assigned by the OEM team at the time of the EOC activation.
- C. Visitor- anyone present in any OEMC facility who is **not** an OEMC employee, contract employee, or a member of another agency detailed to the OEMC.
- D. Visitor ID Card- a visitor ID card issued by OEMC security to visibly identify authorized visitors. Visitor ID cards for all OEMC facilities can be obtained at the front desk of 1411 W. Madison. There will be a card box and a log book to be given out 24/7.

IV. EMPLOYEE IDENTIFICATION CARDS

- A. All OEMC employees, contractors, and members of other agencies detailed to the OEMC will be required to complete an Access Form (attached), which requires approval from their direct supervisor or designee. This form will be forwarded to Information Technology on the 2nd floor. Once the access form has been processed and approved, the applicant's supervisor will be contacted to schedule an appointment time to print the ID badge. The ID cards are to be used for the following:
 - 1. Visual Identification- ID cards display the name and photograph of the cardholder's face, and must be visibly worn at all times within any OEMC facility.
 - 2. Physical Access- ID cards are used to gain physical access to any OEMC facility and to restricted areas within facilities by means of an electronic security system based on the proxy readers and, in some locations, biometric (fingerprint) scanners.
- B. OEMC ID cards are to be worn attached to an outer garment on the upper front area of the torso, or on a lanyard, with the ID picture visible at all times within any OEMC facility.
- C. All OEMC employees, contractors, and members of other agencies detailed to OEMC are to use the OEMC ID cards to allow entry for the cardholder only.
- D. All OEMC personnel must enter at the turnstiles on the Madison Street entrance. Employees should only use the non-turnstile door if they are disabled, or if someone is carrying items that prohibit them from going through a turnstile or if access is being provided for an approved visitor.
- E. If an OEMC employee, contractor, or member of another agency detailed to the OEMC forgets their OEMC ID card, he/she must be escorted by their supervisor and in exchange for a temporary identification badge from the front security desk and they will need to provide a valid government issued ID.
- F. If a cardholder has been suspended, placed on extended medical leave, or terminated, the electronic security privileges on the identification card will be disabled once Information Technology has been notified.
- G. If the OEMC ID of an OEMC employee, contractor, or member of other agency detailed to the OEMC is lost or stolen, see 'Replacing Identification Cards'.

V. VISITOR IDENTIFICATION CARDS

- A. Security personnel at 1411 W. Madison are responsible for issuing visitor ID cards to all authorized visitors after completing the following procedures:
 - 1. Verify the identity of the visitor by accepting a government issued ID in place of a Visitor ID.
 - 2. Confirm the visitor's invitation with the OEMC employee hosting them.
 - 3. Log the visitor's arrival time and date in the OEMC Visitor Log Book. Explain to the visitor that the ID card is to be worn attached to an outer garment, at the upper front area of the torso, or on a lanyard, at all times while within any OEMC facility.
 - 4. Remind the visitor and or employee that the badge must be returned at the end of their visit in exchange for their Government Issued ID.
- B. Visitors at the main facility (1411 W. Madison) are required to be escorted by an OEMC employee at all times, especially when leaving the area they were authorized to visit for the purpose of exiting the facility. In such cases, the visitor will be escorted to the front lobby where the OEMC escort will ensure the Visitor ID card is returned to security personnel, before the visitor exits the facility.
- C. OEMC personnel or sections conducting seminars/training for visitors or those persons who are not regular or contracted employees carrying an OEMC badge shall provide a schedule to the Front Desk Security Guard. When possible, seminar/training class information shall include a class roster so visitor ID cards can be provided in place of their Government Issued ID Card.

VI. REPLACING IDENTIFICATION CARDS

An OEMC employee, contractor, or member of other agency detailed to the OEMC whose identification card needs to be replaced must complete the following:

- 1. Complete an Access Form with proper signatures as indicated on the form.
- 2. Complete a police report and notify their supervisor by completing a "To/From".
- 3. There will be a \$10.00 replacement fee for a lost, stolen, or damaged ID card. Submit the following for a replacement ID:
 - a. A \$10.00 **money order** payable to "City of Chicago, Department of Revenue"
 - b. completed access request form

- c. police report
- d. "To/From" to immediate supervisor (Supervisor will submit a copy to OEMC's Information Technology Section 746-9277 in order to have a new ID issued and the old one disabled)

Note: Cash, checks, or credit cards will not be accepted as payment.

- 4. An OEMC employee, OEMC contractor, or member of another agency detailed to the OEMC whose ID card has been worn through normal use will prepare the Access Form and submit it to their supervisor for approval. The OEMC employee, OEMC contractor, or member of another agency detailed to the OEMC will then submit the approved access request form and the worn unusable identification card to Information Technology on the 2nd floor. There will be no fee for replacement ID badges under certain circumstances.

VII. EOC IDENTIFICATION CARDS

- A. The OEMC maintains a supply of pre-made EOC ID cards. When the EOC is activated for planned events, unplanned incidents, or for exercises, Emergency Management personnel will deliver the pre-made EOC identification cards to the security personnel at the Madison Street entrance security desk. Security personnel will be responsible for issuing the EOC ID cards to the responding EOC agency representatives after completing the following procedures:
 - 1. Confirm the representative's identity and agency or organization affiliation by visually inspecting government and agency-issued ID cards.
 - 2. Confirm that their agency is expected in the EOC. This can be accomplished by calling the OEM representative in the EOC at (312) 746-9389 or the OEM Desk in the Operations Center at (312) 746-8800.
 - 3. Log the representative's arrival in the EOC Log Book
 - 4. Inform the representative to wear the EOC ID card attached to the outer garment at the upper front area of the torso, or on a lanyard, along with their agency credentials, at all times while within the OEMC facility.
- B. OEM personnel will be responsible for the reclaiming of EOC ID cards from all agency representatives at the end of their shift. If an agency representative fails to return their EOC ID card, Information Technology will be notified to disable the EOC ID cards.

VIII. AFTER HOUR ACCESS

- A. General building access hours to 1411 W. Madison are between 5:00 a.m. and 5:00 p.m. Access will not be permitted after these hours unless the person possesses an OEMC ID card that is programmed for after hour access.
- B. If access is needed beyond the general building access hours, notify the Network Management Center (NMC) at 312-746-9229.

IX. DELIVERIES

- A. Delivery hours for the main Facility (1411 W. Madison) are between 5:00 a.m. and 5:00 p.m.
- B. If the Loomis Entrance is closed, deliveries will be made to the Madison Street entrance. All deliveries will be received by Network Management Center (NMC).
- C. If the person or department identified on the delivery cannot be reached, the package will be stored in a locked cage. The NMC will not be responsible for deliveries left in a locked cage.
- D. All deliveries must be removed from the loading dock immediately. Freight and service deliveries are restricted to the rear freight elevator only.
- E. If it is a bulk delivery, arrangements will be made for the delivery at the Loomis entrance.
- F. All Vendors that require access into the facility (ACE vending) will need to come around to the front of the facility and request a Visitor Badge. NMC will escort them into the vendateria until the work is complete.

X. PARKING LOT ACCESS

- A. Security Personnel should positively identify all vehicles and drivers that enter the facility parking lots. Access to the parking facilities shall be limited to the following:
 - 1. Vehicles displaying an official OEMC parking sticker and a current OEMC ID Badge.
 - 2. Vehicles from the Department of General Services (DGS).

3. Non-OEMC vehicles will park in the alternate lot located on Ogden and Madison Street.
 4. Official vehicles displaying 'M' plates can park on Madison Street.
 5. Vendor or commercial vehicles displaying authorized "temporary parking permits" with current date.
- B. For West lot parking access, employees, contract employees and members of other agencies detailed to the OEMC must complete a Vehicle Parking Sticker Request Form, which can be obtained from their immediate supervisor. The supervisor will submit the completed form to Information Technology on the 2nd floor. Persons parking in this lot are required to present their OEMC ID to security personnel.
 - C. All visitors must park in the OEMC auxiliary lot located at the corner of Madison and Ogden. There will be 10 designated visitor parking spaces for the Executive Director's meetings.
 - D. Requests for parking stickers and temporary parking passes for OEMC personnel and contractors must be submitted to Information technology, (312) 746-9277
 - E. Security personnel will deny access to any suspicious vehicles.
 - F. Any OEMC employee, contractor, or member of other agency detailed to OEMC who fails to produce an OEMC ID card may be denied access to the west parking lot by security personnel. The employee can park in the alternate lot located in the northwest corner of Ogden and Madison Street.
 - G. All OEMC employees are required to park in legal parking spaces. Violators will be warned, ticketed and towed. If the west lot is full, parking is also available in the alternate lot located in the northwest corner of Ogden and Madison Street.
 - H. When exiting parking lots, employees may have to swipe their OEMC identification card to raise the gate to exit, if security is not available

XI. SECURITY PERSONNEL RESPONSIBILITIES

- A. Prevent access to any unauthorized person entering the west parking lot and log all parking violation so action can be taken.

- B. Contact NMC at 746-9229 to report ALL questions or concerns or reporting facility issues.
- C. Establish contact between visitor(s) and appropriate OEMC employees by logging and providing proper ID badges.
- D. Ensure all electronic security devices, turnstiles, door access controls, card swipe readers and CCTV equipment is maintained and in proper working order at all times.
- E. Conduct routine evening inspections of each floor to ensure the premise is locked and secure.

XII. OEMC PERSONNEL RESPONSIBILITIES

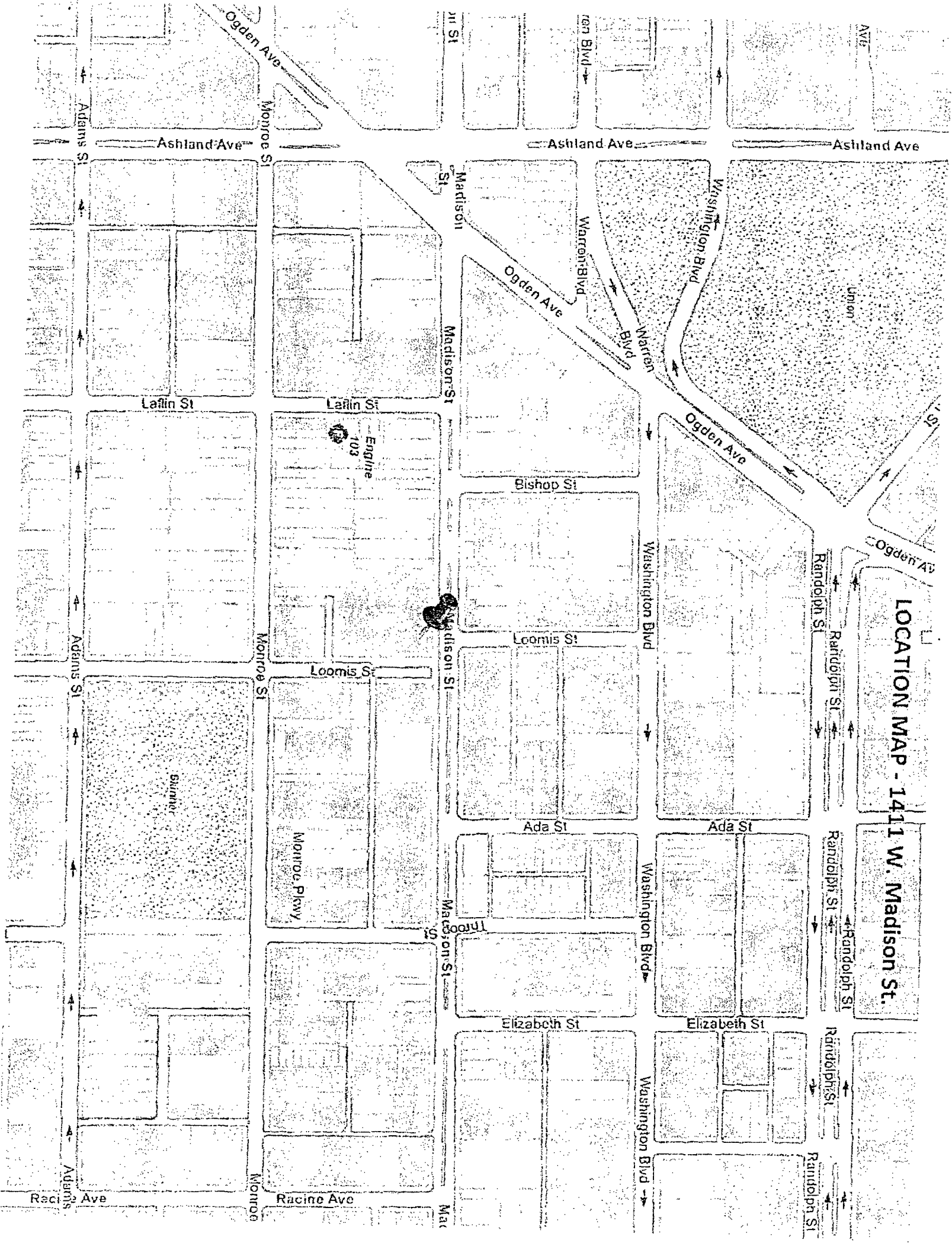
- A. All supervisors are responsible for ensuring their personnel are aware of the OEMC security policies and procedures. Violators may be subject to discipline and up to termination.
- B. All OEMC personnel share the responsibility for the facility security and are both authorized and expected to challenge persons in OEMC facilities that do not have an OEMC ID card or visitor's ID clearly displayed.
- C. All OEMC personnel shall deny the use of taking videos or pictures unless the Executive Director has specifically granted authorization.
- D. All OEMC personnel shall secure valuable items when they are away from their office or work station.
- E. All approved visitors MUST be escorted to and from their assigned meeting location. All attendees must be escorted out of the facility by an OEMC employee, contractor or a member of another agency detailed to OEMC.

XIII. CONTACT PHONE NUMBERS

2 nd Floor Contact Number	746-9277
4 th Floor Contact Number	746-9111
EOC	746-9389
NMC	746-9229
OC/CIC Contact Number	746-8800 or 744-4660
Operations Center	746-8800
Security Front Desk	746-9130 or 746-9131
Security Loading Dock	746-9818
Watch Manager's Officer (Fire)	746-9500 or 746-9600
Watch Manager's Office (Police)	746-9378

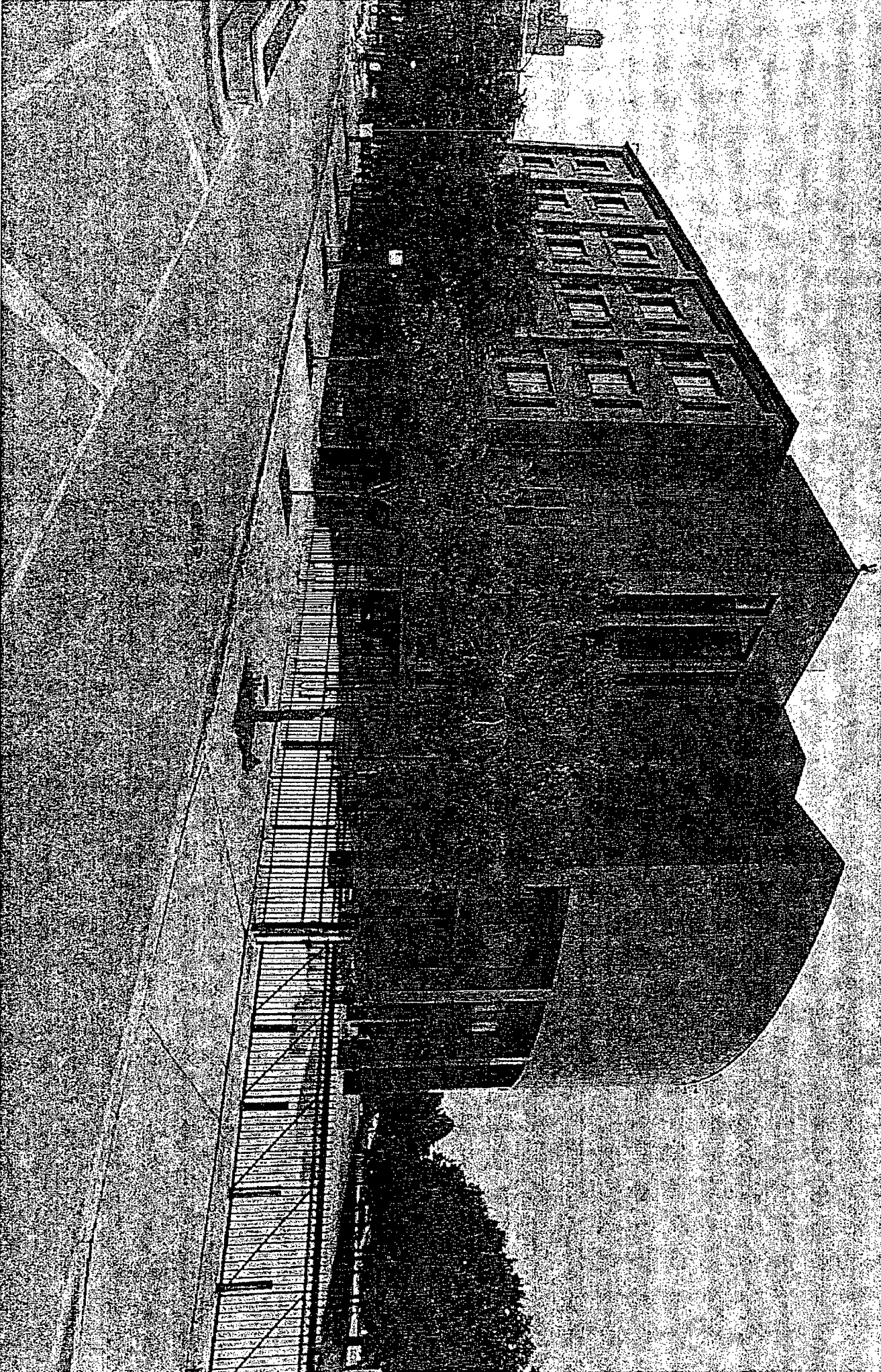
1411 West Madison Street
Lease No. 20328

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



LOCATION MAP - 1411 W. Madison St.

SITE PHOTOGRAPH - 1411 W. Madison St.





City of Chicago



A2015-146

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of John J. Katsantones as member of Special Service Area No. 16, Greektown/Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have appointed John J. Katsantones as a member of Special Service Area No. 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2018, to succeed John L Marks, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2015-147

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Lorraine J. Rieff-Liakouras as member of Special Service Area No. 16, Greektown/Halsted Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have appointed Lorraine J. Rieff-Liakouras as a member of Special Service Area No. 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2018, to succeed Yianis Melidis, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2015-150

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Craig Chico as member of Chicago Housing Authority Board of Commissioners
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have appointed Craig Chico as a member of the Chicago Housing Authority Board of Commissioners for a term effective immediately and expiring July 7, 2020, to succeed Rodrigo A. Sierra, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2015-144

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Frank J. Caputo as member of Special Service Area No. 16, Greektown/Halsted Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have reappointed Frank J. Caputo as a member of Special Service Area No. 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

Mayor





City of Chicago



A2015-148

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Marc D. Washor as member of Special Service Area No. 16, Greektown/Halsted Commission
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have reappointed Marc D. Washor as a member of Special Service Area No. 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2018.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2015-149

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
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

October 28, 2015

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, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2015-151

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Harriet Johnson as member of Chicago Housing Authority Board of Commissioners
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have reappointed Harriet Johnson as a member of the Chicago Housing Authority Board of Commissioners for a term effective immediately and expiring July 7, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2015-152

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Mildred Harris as member of the Chicago Housing Authority Board of Commissioners
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

I have reappointed Mildred Harris as a member of the Chicago Housing Authority Board of Commissioners for a term effective immediately and expiring July 7, 2020.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



O2015-7810

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	2016 Special Events Ordinance
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith the 2016 Special Events ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor



ORDINANCE

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

WHEREAS, The City, through the Department of Cultural Affairs and Special Events ("DCASE"), sponsors and conducts unparalleled exhibits, programs, festivals and cultural and entertainment events as further described by this ordinance (collectively "Events") in City facilities managed by DCASE and other City departments and throughout the City's streets, parks and neighborhoods; and

WHEREAS, The Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, enhancing the cultural life of the City, and bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; and

WHEREAS, The City Council wishes to confer supplemental authority relating to the management and execution of Events, and also to vest the Commissioner with contracting authority important to the functioning of DCASE, including the operation of retail shops at DCASE's facilities, and the authority to buy, maintain, and restore art, all as specified in this ordinance; now, therefore,

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

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

SECTION 2. DCASE is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance. Subject to the availability of funds, DCASE may add additional programs, exhibits, festivals, cultural and/or entertainment events to Exhibit A.

SECTION 3. Those revenues that the Events may generate in 2016 in excess of revenues that have been appropriated in the 2016 Annual Appropriation Ordinance, as well as all City revenues collected in connection with concession agreements entered pursuant to this ordinance, must be deposited into Fund Number 355, and are subject to appropriation. All agreements and extensions authorized in this ordinance shall: (1) be made subject to the availability of duly appropriated funds, (2) contain such other terms and conditions as the commissioner deems reasonable and appropriate, and (3) be subject to the approval of the Corporation Counsel.

SECTION 4. (a) DCASE is authorized to operate concessions at the Events, including through third parties, selling items of interest to the public.

(b) The Commissioner is authorized to execute agreements with theater groups, performers, artists, entities promoting the arts, and art organizations selected by the Commissioner, which may include rights to use City space for performances or art exhibits in facilities that DCASE manages

for free or reduced rent, provided that such uses are consistent with and further the mission of DCASE. Such agreements may authorize such entities to sell works of art or tickets to performances or exhibitions and to keep the proceeds, and may also provide for the City to give financial or promotional support to the entity.

SECTION 5. (a) DCASE is authorized to impose application fees and/or registration fees in connection with certain Events, as follows: (i) Race to Taste (the "Race") -- an application fee of up to Thirty-five and no/100 Dollars (\$35.00) on all participants in the Race; (ii) Online talent submissions to perform at Events -- a fee of not more than Ten and no/100 Dollars (\$10.00); and (iii) any other Event where, based on the location of the Event, the estimated number of participants in the Event, the duration of the Event or any other relevant factor set forth in duly promulgated rules and regulations, DCASE determines that an application fee and/or registration fee is required for such Event. Provided, however, that if an application fee and/or registration fee is assessed under this item (iii), such fee shall not exceed One hundred and no/100 Dollars (\$100.00) and shall be reasonably related to the costs incurred by DCASE in connection with the administration of such Event. Any balance remaining from the application fees and/or registration fees after payment of the costs of the respective Event must be applied to the costs incurred by the City with respect to various other Events.

(b) DCASE is authorized to sell tickets for admittance to concerts that take place during the Taste of Chicago. The number of tickets sold shall not exceed 15 percent (15%) of the total capacity of the concert venue; 85 percent (85%) of the venue shall remain free. The average cost per ticket sold to these concerts shall not exceed Twenty-five and no/100 Dollars (\$25) and the cost of no ticket shall exceed Fifty and no/100 Dollars (\$50). In addition, DCASE is authorized to sell tickets for admittance to events held at the Chef of the Day Pavilion and other food or beverage specialty pavilions during the Taste of Chicago. Any balance remaining from the sale of tickets after payment of the costs of the Taste of Chicago shall be applied to the costs incurred by the City with respect to various other Events. Notwithstanding Section 18, the Commissioner is authorized to enter into and execute agreements with one or more entities to provide ticket selling services for the tickets referenced in this subsection, provided that the duration of any such agreement shall not exceed one year.

SECTION 6. DCASE must impose a service charge of Two and 50/100 Dollars (\$2.50) on the purchase of each strip, sheet or other group of twelve (12) coupons redeemable for food and beverage at Taste of Chicago, Chicago Blues Festival, Chicago Jazz Festival, and Gospel Music Festival. DCASE may also sell coupons in electronic and other formats and at quantities greater or less than twelve (12). The service charge for an individual coupon must not be greater than 1/12 of Two and 50/100 Dollars (\$2.50). The service charge will be applied to the City's costs for these Events, which include, without limitation: security; entertainment; programming; production and marketing; maintenance operation; restroom facilities; inclusion of dining areas and picnic tables; and public relations efforts regionally, nationally and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. On behalf of the City, DCASE may donate the amount of one percent (1 %) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for

the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Commissioner in consultation with the Commissioner of Family and Support Services (the "DFSS Commissioner").

SECTION 8. The Commissioner is authorized to charge festival and event organizers for costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Sections 10-8-330(a) and 10-8-332, or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Commissioner is authorized to promulgate such rules and regulations, subject to the approval of the Corporation Counsel, as he or she determines are necessary or desirable for the implementation of this section by posting these at the DCASE main offices. The Commissioner is authorized to collect payments from festival and event organizers for such costs for deposit in Fund Number 355. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the 2016 Annual Appropriation Ordinance for the costs referenced above.

SECTION 9. DCASE is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports-related banners, posters and related memorabilia. The Commissioner, in consultation with the Commissioner of Family and Support Services, may use any balance remaining after applying the proceeds to the costs of the sales: (i) to donate to not-for-profit organizations devoted to the relief of malnutrition in the City or (ii) to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 10. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with vendors, contractors, and consultants for goods or services in connection with the Events, including but not limited to: souvenir vendors, art vendors, providers of amusement games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services, and fireworks for Events; provided, however, that the Commissioner or designees shall select the vendors, contractors and consultants by evaluating their qualifications and proposals submitted in response to publicly advertised solicitations. Public advertisements must consist of publishing an advertisement either in a newspaper of general circulation or on the City of Chicago website. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events. Agreements entered into under this section shall provide the City the right to terminate such agreements early, and may permit the extension of such agreements up to a maximum of two (2) years under terms and conditions consistent with the terms of the publicly advertised solicitation.

SECTION 11. (a) The Commissioner is authorized, after evaluation of qualifications and proposals submitted in response to a publicly advertised solicitation or otherwise publicly disseminated solicitation, such as the mailing of applications to qualified entities or posting on the City of Chicago website, as determined in the Commissioner's discretion, to enter into and execute agreements for up to one (1) year with food and beverage vendors. When evaluating responses to a

solicitation, the Commissioner will consider such facts as the firms' cost proposals, compliance with the requirements of the solicitation, qualifications to perform or provide the required service, experience in performing or providing the service, ability to exercise flexibility to meet the City's needs, ability to address issues relating to health, safety and sanitation, and other factors the Commissioner deems important for the successful operation of the Events.

All agreements entered into under this section shall provide the City the right to terminate such agreements early. Such agreements may also require food and beverage vendors to tender security deposits or allow the Commissioner to collect liquidated damages to ensure compliance with rules and regulations that she may promulgate pertaining to food and beverage vendors.

(b) The Commissioner is authorized to enter into and execute agreements with (i) such persons (as that term is defined in Municipal Code Section 1-4-090) whom the Commissioner reasonably deems to be Renowned Food and Beverage Vendors (as defined below), (ii) persons who prepare and sell items at an Event based upon the recipes of and with the express written permission of a Renowned Food and Beverage Vendor, and (iii) food service industry organizations representing Renowned Food and Beverage Vendors. "Renowned Food and Beverage Vendor" shall mean a person renowned for the degree of culinary expertise possessed by the person if an individual, or the head chef of the person, if an entity. Such food and beverage vending agreements will not be subject to the public solicitation requirement set forth in section (a) above.

SECTION 12. The Commissioner is authorized to enter into and execute agreements for up to two (2) years with one or more firms to design, assemble, install, transport, mount, erect, dismantle, refurbish, store or manage the storage of temporary displays, booths, or other event-related materials at Events or provide Event production, preparation, management, coordination or supervision, and to extend the terms of such agreements for up to two (2) years.

SECTION 13. For purposes of this Section 13, "Performer and Exhibition Agreements" means agreements with performers, caterers, announcers, musicians, artists, panelists, grant reviewers, guest curators and exhibitors. Performer and Exhibition Agreements are required to contain only those provisions deriving from State law that preempt the city's home rule authority.

SECTION 14. The Commissioner is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification between the City and those governmental units. The intergovernmental cooperation agreements may be with any necessary or appropriate federal, state or local government unit, including, without limitation, the Chicago Park District with respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 15. The Commissioner is authorized to enter into and execute agreements with Sponsors of the Events or their agents, including, without limitation, commercial or other business sponsors and media sponsors, which may include, without limitation, terms allowing sponsors to promote, distribute samples of, or sell, food, goods and/or services, for up to three (3) years, and to extend the terms of such agreements for up to two (2) years. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in

connection with the Events. All sponsorship agreements shall provide the City the right to terminate such agreements early.

SECTION 16. The Commissioner is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which the Events may be held, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification by the City to the lessors.

SECTION 17. The Commissioner is authorized to enter into and execute agreements for up to two (2) years to commission works by or provide visual, performance or other artists, caterers, announcers, musicians, panelists, grant reviewers, and guest curators, other entertainment and production or operations staff at the Events, and to extend the terms of such agreements for up to two (2) years.

SECTION 18. The Commissioner is authorized to enter into and execute an agreement for a term of one (1) year with an entity selected by the Commissioner through a request for proposals issued pursuant to Section 10 hereof, for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment, at such Events as determined by the Commissioner, including, but not limited to, Events in Grant Park. The agreements may include, without limitation, terms providing the City with the option to make advance payments to the contractor, as determined solely by the Commissioner. The Commissioner is authorized to extend the term of such agreement for up to two (2) years.

SECTION 19. The Commissioner is authorized to enter into contracts with providers of recreational inflatables, for a term not to exceed five (5) years. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof. The Commissioner is authorized to establish criteria for a grant program to communities for such recreational inflatables in rules and regulations, and to make grants of such recreational inflatables to such communities pursuant to the terms of such regulations.

SECTION 20. The Commissioner is authorized to enter into contracts with entities to operate retail shops in facilities managed by DCASE, including the Chicago Cultural Center Café, the Farmstand at 66 East Randolph Street, and the Gift Shop at the Chicago Cultural Center. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof.

SECTION 21. (a) The Commissioner is authorized to enter into contracts with individuals or public or private entities to commission, create, or produce (which shall include procuring temporary rights to, installing, and maintaining) temporary art exhibitions and exhibitions of other items of public interest. "Temporary art exhibition" shall mean an exhibition that extends for a maximum of twelve (12) months. The Commissioner shall have the authority to establish selection guidelines for the temporary art exhibits, including determining whether any selection will be made by open competition, limited entry (invitational) or direct selection, and the authority to make final selection of the artwork to be exhibited. (b) The Commissioner is authorized to enter into contracts with individuals or entities to restore, install, and maintain artwork. (c) All contracts described in this Section may include, without limitation, the provision of insurance and indemnification by the City to such contractors.

SECTION 22. The Commissioner is authorized to enter into contracts with entities to provide tourism services, including without limitation marketing and programming. Such contractors shall be selected pursuant to the process outlined in Section 10.

SECTION 23. The Commissioner is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances that are required in connection with the sponsorship and/or production of the Events.

SECTION 24. The Commissioner is authorized to enter into and execute agreements for up to three (3) years, for the production, distribution and sale of souvenir program books and other promotional materials, to be produced at no cost to the City, and to extend the terms of such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain all or part of the proceeds from these activities. Such agreements shall provide the City the right to terminate the agreement early.

SECTION 25. The Commissioner is authorized to enter into and execute an agreement for a term of up to two (2) years with a contractor to provide LED screen(s) and associated labor and equipment in connection with Events, and to extend the term of such agreement for up to two (2) years. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed on the LED screen (subject to prior approval by DCASE of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 26. The Commissioner is authorized to enter into and execute agreements for a term of up to two (2) years with contractors to provide an advertising system with respect to portable toilets and/or refuse carts in connection with Events, and to extend the term of such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising to third parties to be displayed using the system (subject to prior approval by Commissioner of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 27. The Commissioner is authorized to enter into and execute grant agreements to support the Department and its programs. Funding from these grant agreements are subject to appropriation. The Commissioner is also authorized to enter into and execute grant agreements for in-kind services including, without limitation, consultation, loans or grants of personal property, and intellectual property.

SECTION 28. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 29. This ordinance takes effect immediately upon its passage and approval as provided by law.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

EVENTS

- Air and Water Show
- Chicago Blues Festival
- Chicago Gospel Music Festival
- Taste of Chicago (or other citywide food festivals)
- Chicago Jazz Festival
- World Music Festival
- International Theater Festival
- Chicago SummerDance
- Public art Projects, including Percent for Art
- Recreational Inflatables
- Farmers Markets
- Halloween Festivities and Display(s)
- Maxwell Street Market Events
- Extreme Sporting Events
- Bike Chicago
- Hosting National and International Touring Sports Events
- Kids and Kites Festival
- Co-sponsored Neighborhood Festivals
- Parades

- Mayoral Receptions
- Holiday Decorating and Programming throughout Downtown Business District
- Performances, programs, events and exhibitions in the Chicago Cultural Center, Millennium Park, Grant Park, Gallery 37 Center for the Arts, 72 East Randolph, Clarke House Museum and the Women's Park and Gardens, The City Gallery at the Historic Water Tower, the Water Works Visitor Information Center, Maxim's: The Nancy Goldberg International Center, and Daley Center Plaza and other venues throughout the City
- Citywide Seasonal or other Public, Cultural memorial and Entertainment Events
Entertainment Events around the City's Waterways
- Creative Chicago Expo
- At Work Forums
- Programs, Exhibitions and Seminars supporting Chicago's Creative Industries
- Promotional/Preview events in conjunction with Events listed in this Exhibit A
- Sponsorship and Fundraising Events to benefit the Department of Cultural Affairs and Special Events

Cultural Grants Program



City of Chicago



O2015-7846

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	10/28/2015
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Termination of Roosevelt/Canal Tax Increment Financing District for redevelopment project area
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

October 28, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the termination of the Roosevelt / Canal TIF District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor



ORDINANCE

WHEREAS, the City Council of the City of Chicago (the "City") adopted ordinances in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act") on March 19, 1997: (1) approving a tax increment redevelopment project and plan for the Roosevelt/Canal Redevelopment Project Area (the "Area"); (2) designating the Area as a tax increment financing district; and (3) adopting tax increment allocation financing for the Area; and

WHEREAS, pursuant to Section 8 of the Act, when redevelopment projects costs for a redevelopment project area, including without limitation all municipal obligations financing redevelopment project costs incurred under the Act, have been paid, all surplus funds then remaining in the special tax allocation fund for a redevelopment project area designated under the Act shall be distributed by being paid by the municipal treasurer to the State of Illinois Department of Revenue, the municipality and the county collector; first to the Department of Revenue and the municipality in direct proportion to the tax incremental revenue received from the State of Illinois and the municipality, but not to exceed the total incremental revenue received from the State or the municipality less any annual surplus distribution of incremental revenue previously made; with any remaining funds to be paid to the county collector who shall immediately thereafter pay said funds to the taxing districts in the redevelopment project area in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, upon the payment of all redevelopment project costs, the retirement of obligations, the distribution of any excess monies pursuant to Section 8 of the Act, and final closing of the books and records of the redevelopment project area, the municipality shall adopt an ordinance dissolving the special tax allocation fund for the redevelopment project area and terminating the designation of the redevelopment project area as a redevelopment project area under the Act; and

WHEREAS, furthermore, pursuant to Section 8 of the Act, municipalities shall notify affected taxing districts prior to November 1 if a redevelopment project area is to be terminated by December 31 of that same year; and

WHEREAS, the City has, prior to November 1, 2015, notified the affected taxing districts of the proposed termination of the Area as a redevelopment project area, in accordance with the provisions of the Act; and

WHEREAS, with respect to the Area, by December 31, 2015 all redevelopment projects for which redevelopment project costs have been paid or incurred shall be completed, all obligations relating thereto shall be paid and retired, and, subject to Section 3 of this Ordinance, all excess monies, if any, shall be distributed; and

WHEREAS, subject to Section 3 of this Ordinance, the City shall accomplish the final closing of the books and records of the Area; and

WHEREAS, in accordance with the provisions of Section 8 of the Act, the City desires to dissolve the special tax allocation fund for the Area (the "Special Fund") and terminate the

designation of the Area as a redevelopment project area as of December 31, 2015; now, therefore,

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

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

Section 2. The designation of the Area legally described on Exhibit A attached hereto and otherwise depicted on Exhibit B attached hereto shall be terminated as of December 31, 2015. The list of parcels comprising the Area is attached hereto as Exhibit C.

Section 3. Notwithstanding Section 2 hereof, it is anticipated that the City will continue to receive incremental property taxes for assessment year 2014/collection year 2015. Accordingly, although the designation of the Area is repealed by Section 2 hereof, the City will continue to maintain the Special Fund for the limited purpose of receiving any remaining incremental property taxes for assessment year 2014/collection year 2015. Pursuant to the Act, upon receipt of such taxes, the City shall calculate and declare surplus revenue, and shall return surplus revenue to the Cook County Treasurer in a timely manner for redistribution to the local taxing districts that overlap the Area. Thereupon, the Special Fund shall be considered to be dissolved.

Section 4. The method of calculating and allocating property tax increment by the County of Cook pursuant to the Act for the parcels listed on Exhibit C shall be terminated from and after December 31, 2015.

Section 5. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee thereof, is authorized to execute any documents and take any steps necessary to terminate the designation of the Area pursuant to this Ordinance and the Act on behalf of the City, and the previous execution of any documents and the previous taking of any steps necessary to terminate the designation of the Area pursuant to the Act by the Commissioner, or a designee thereof, on behalf of the City are hereby ratified. In connection with the termination of the designation of the Area the Commissioner is also authorized to terminate any redevelopment agreements or similar obligations regarding properties in the Area as the Commissioner deems necessary or advisable.

Section 6. This Ordinance shall be in full force and effect upon its passage.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. All ordinances (including but not limited to the three ordinances identified in the first recital hereof), resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of their conflict.

Exhibit A, Area Description
(see attached)

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

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

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 40945 of this Journal.]

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

Exhibit "A".

*Legal Description Of The Roosevelt/Canal
Redevelopment Project Area.*

A tract of land in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, said tract of land being more particularly described as follows:

beginning at the intersection of the original centerline of West Roosevelt Road (being also the north line of said northwest quarter of Section 21) with the northward projection of the east line of South Canal Street; thence south along said northward projection and along said east line (crossing vacated West 12th Place, vacated West 13th Street, vacated West Maxwell Street, vacated West Liberty Street, vacated West 14th Street, vacated West Barber Street, vacated West 14th Place and that part of West 14th Place dedicated for public street by Document Number 89191968, and vacated West 15th Street) to the southwest corner of Lot 3 in the subdivision of Lot 6 of Block 51 of Canal Trustee's New Subdivision; thence westward, crossing South Canal Street, to the southeast corner of Lot 18 in Samuel B. Chase's Subdivision of Lots 1, 2, 13 and 14 in Block 52 of Canal Trustee's New

Subdivision; thence west along the south line of said Lot 18 to the southwest corner of said lot; thence southwesterly crossing a 15 foot wide public alley to a southeast corner of the Central Terminal Railway Company's Subdivision in aforesaid Section 21; thence west along the south line of said Central Terminal Railway Company's Subdivision and along the westward extension thereof, to an intersection with the west line of South Jefferson Street; thence north along said west line of South Jefferson Street to an intersection with the north line of West 15th Street (east of South Jefferson Street) projected westward; thence east along said westward projection and along said north line and the eastward projection thereof to an intersection with a west line of the aforementioned Central Terminal Railway Company's Subdivision; thence north along west line of the Central Terminal Railway Company's Subdivision to an intersection with a north line of said subdivision (said north line being also the south line of a 10 foot wide vacated public alley lying south of and adjacent to Lots 8 to 3, inclusive, in John Nutt's Subdivision of Lots 4, 5 and 6 in Block 52 of the Canal Trustee's Subdivision); thence east along said north line of Central Terminal Railway Company's Subdivision to an intersection with a west line of said subdivision; thence north along said west line and the northward extension thereof, to an intersection with the centerline of West 14th Place; thence east along said centerline to an intersection with the original centerline of South Clinton Street; thence north along said original centerline to an intersection with the centerline of West Maxwell Street; thence west along said centerline to an intersection with the southward extension of the west line of South Clinton Street; thence north along said southward extension and along said west line and the northward extension thereof, crossing a 12 foot wide vacated alley, vacated West 13th Street, a vacated 12 foot wide vacated alley, vacated West 12th Place, a vacated 12 foot wide alley and that portion of West Roosevelt Road lying south of the original centerline of said road to an intersection with said original centerline; and thence east along said centerline to the point of beginning, in Cook County, Illinois.

Exhibit "B".

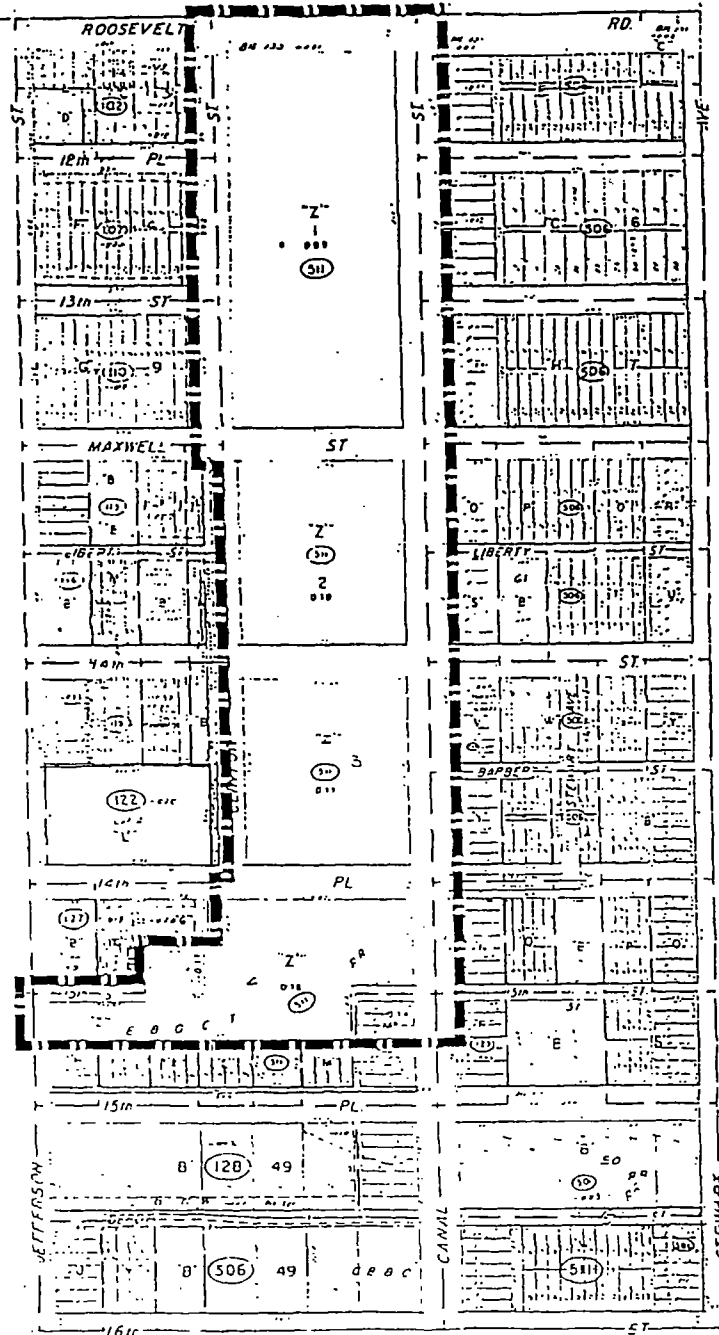
Street Boundary Description Of The Area.

The Roosevelt/Canal Redevelopment Project Area is located on the near south side of the City and is generally bounded as follows:

Exhibit B, Area Map
(see attached)

Exhibit "E".

Figure 1.
Roosevelt/Canal
Redevelopment Project Area



Prepared by
CAMIROS
411 South Wells Street
Chicago, Illinois 60607
312/922-9211

Exhibit C, List of Parcels within the Area
(see attached)

Roosevelt Canal PINs

PIN
17211260010000
17211270230000
17211280020000
17211320010000
17211320020000
17215110030000
17215110040000
17215110050000
17215110060000
17215110070000
17215110080000
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