



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 12/11/2013 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental			
1	O2013-9441	Intergovernmental agreement with Chicago Park District for Tax Increment Financing (TIF) assistance for improvements to West Haven Park	Emanuel (Mayor) Finance
2	O2013-9452	Intergovernmental agreement with Chicago Park District for Tax Increment Financing (TIF) assistance for Starr Park improvements	Emanuel (Mayor) Finance
3	O2013-9493	Intergovernmental agreement with Chicago Housing Authority for additional police services	Emanuel (Mayor) Budget
Agreement(s) - Lease			
4	O2013-9536	Lease agreement with Klairmont Enterprises, Inc. for use of property at 1901 W Pershing Rd	Emanuel (Mayor) Housing
5	O2013-9545	Lease agreement with Chicago Park District for use of property at 5440 S Racine Ave by Chicago Public Library	Emanuel (Mayor) Housing
Appointment(s)			
6	A2013-129	Appointment of Dorothy Hudson as member of Special Service Area No. 5, Commercial Avenue Commission	Emanuel (Mayor) Finance
7	A2013-130	Appointment of George C. Herzog as member of Special Service Area No. 20, Western Avenue Commission	Emanuel (Mayor) Finance
8	A2013-131	Appointment of Julie A. Mayer as member of Special Service Area No. 20, Western Avenue Commission	Emanuel (Mayor) Finance
9	A2013-133	Appointment of Joanna Miner Thomas as member of Special Service Area No. 22, Andersonville Commission	Emanuel (Mayor) Finance
10	A2013-134	Appointment of Panagiotis K. Valavanis as member of Special Service Area No. 22, Andersonville Commission	Emanuel (Mayor) Finance
11	A2013-135	Appointment of James A. McHale as member of Special Service Area No. 24, Clark Street Commission	Emanuel (Mayor) Finance
12	A2013-136	Appointment of Alan J. Goldberg, Christopher M. Johnson, Dorothy L. Milne and Kevin M. Owings as members of Special Service Area No. 24, Clark Street Commission	Emanuel (Mayor) Finance

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File #	Title	Sponsor(s)	Committee Referral
13	A2013-137	Appointment of Teresa R. Colon as member of Special Service Area No. 32, Auburn Gresham Commission	Emanuel (Mayor) Finance
14	A2013-141	Appointment of John M. Tunnell as member of Special Service Area No. 60, Albany Park Commission	Emanuel (Mayor) Finance
15	A2013-142	Appointment of Angela M. Bowman, Louis Eliopoulos, Frank J. Kern and Mirjavad Naghavi as members of Special Service Area No. 60, Albany Park Commission	Emanuel (Mayor) Finance
16	A2013-143	Appointment of James M. Hanson, Michael M. McGarry and Mary J. Rogel as members of Special Service Area No. 61, Hyde Park Commission	Emanuel (Mayor) Finance
17	A2013-144	Appointment of Anthony D. Fox, Gregory B. Guttman, James M. Hennessy, Allison C. Hartman, George W. Rumsey and Donna L. Trainor as members of Special Service Area No. 61, Hyde Park Commission	Emanuel (Mayor) Finance
18	A2013-145	Appointment of Alfred M. Klairmont and Robert J. Smith III as members of Special Service Area No. 62, Sauganash Commission	Emanuel (Mayor) Finance
19	A2013-146	Appointment of Jeanne Marie Jardien, Ann M. Regan and Patrick A. Tarpey as members of Special Service Area No. 62, Sauganash Commission	Emanuel (Mayor) Finance
20	A2013-147	Appointment of Kathleen W. Mulcahy as member of Special Service Area No. 64, Walden Parkway Commission	Emanuel (Mayor) Finance
21	A2013-148	Appointment of Felicia Davis as Commissioner of Buildings	Emanuel (Mayor) Zoning
22	A2013-149	Appointment of Scott M. Ando as Chief Administrator of Independent Police Review Authority	Emanuel (Mayor) Public Safety
Fund 925 Amendment(s)			
23	O2013-9508	Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925	Emanuel (Mayor) Budget
Municipal Code Amendment(s)			
24	O2013-9481	Amendment of Municipal Code Chapter 2-32 regarding iauthorized classes of securities for nvestment of City funds	Emanuel (Mayor) Finance
25	O2013-9667	Amendment of Municipal Code Chapter 2-32 regarding municipal depositories	Emanuel (Mayor) Finance
Open Space Impact Fee(s)			
26	O2013-9607	Expenditure of Open Space Impact Fee funds for Jacob Park expansion	Emanuel (Mayor) Special Events
27	O2013-9643	Expenditure of Open Space Impact Fee funds for creation of Park 569 at 1358 W Monroe St	Emanuel (Mayor) Special Events

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File #	Title	Sponsor(s)	Committee Referral
Reappointment(s)			
28	A2013-132	Reappointment of Thomas W. Gibbons and Margaret A. O'Connell as members of Special Service Area No. 20, Western Avenue Commission	Emanuel (Mayor) Finance
29	A2013-138	Reappointment of Kathryn V. Welch as member of Special Service Area No. 32, Auburn Gresham Commission	Emanuel (Mayor) Finance
30	A2013-139	Reappointment of Sally R. Wells as member of Special Service Area No. 32, Auburn Gresham Commission	Emanuel (Mayor) Finance
31	A2013-140	Reappointment of Jerome P. Jakubco and Thomas M. Fencel as members of Special Service Area No. 38, Northcenter Commission	Emanuel (Mayor) Finance



City of Chicago



O2013-9441

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Park District for Tax Increment Financing (TIF) assistance for improvements to West Haven Park

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District for TIF assistance regarding West Haven Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, the Park District has undertaken the new construction of certain facilities and landscaping improvements (said improvements collectively referred to as the "Project") located on a parcel of land to be known as West Haven Park, which is generally located at 1900 West Washington Boulevard, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000, and published in the Journal of Proceedings of the City Council for such date at pages 25276 through 25432, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 *et seq.*, as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Redevelopment Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Project Area") and, (iii) adopted tax increment financing for the Redevelopment Project Area, and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 published in the Journal for said date at pages 22070 through 22292.

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

WHEREAS, the City wishes to make available to the Park District a portion of the

Central West Increment in an amount not to exceed \$3,050,000 for the purpose of partially funding the Project (the "TIF-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

[Subject to Survey and Title Commitment]

Legal Description

THAT PART OF LOT 3 OF WESTHAVEN PARK IIC, A RESUBDIVISION OF LOTS 13 TO 22 IN THE NE ¼ OF BLOCK 52 AND LOTS 1 TO 10 AND 14 TO 22 IN THE SW ¼ OF BLOCK 52 IN HAMLIN'S SUBDIVISION AND OF LOTS 4 TO 24 IN THE SUBDIVISION BY BROWN AND HURD AND OF LOTS 1 TO 24 IN T B BRYAN'S SUBDIVISION AS RECORDED SEPTEMBER 29, 2008 PER DOCUMENT 082733916; LOCATED IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 17-07-421-042

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

SEE ATTACHED

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
WEST HAVEN PARK – NEW PARK**

This Agreement is made this ____ day of _____, 201__ (the “**Closing Date**”), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the “**City**”), an Illinois municipal corporation, by and through its Department of Housing and Economic Development or any successor thereto (“**HED**”); and the Chicago Park District (the “**Park District**”), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the “**Parties**.”

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for the new construction of certain facilities which are a part of West Haven Park (the “**Project**”), an approximately 1.75 acre park to be located at 1900 West Washington Boulevard and legally described in **Exhibit A** (the “**Property**”).

D. The Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

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

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000, and published in the Journal of Proceedings of the City Council for such date at pages 25276 through 25432, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1 *et seq.*, as amended (the “**Act**”), the City Council (the “**Corporate Authorities**”) of the City of Chicago (the “**City**”): (i) approved a redevelopment plan and project (the “**Redevelopment Plan**”) for a portion of the City known as the “**Central West Redevelopment Project Area**” (the “**Central West Redevelopment Project Area**”) and, (iii) adopted tax increment financing for the Redevelopment Project Area, and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 published in the Journal for said date at pages 22070 through 22292.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant

to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Central West Redevelopment Area shall be known as the "**Central West Increment**").

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

I. HED wishes to make available to the Park District a portion of the Central West Increment in an amount not to exceed a total of \$3,050,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

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

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

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

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

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

O. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than eighteen (18) months from the Closing Date, or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

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

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

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

SECTION 2. FUNDING

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

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

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

2.3.1. Intentionally Deleted; and

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

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

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

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

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

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

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

2.6. The current estimated cost of the entire Project is \$3,050,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so

notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

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

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

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS.

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

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

SECTION 5. INSURANCE.

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

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

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

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

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall

cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

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

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

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

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

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

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

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

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

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

5.10. The Park District shall require all subcontractors to provide the insurance required

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

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

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

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

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

damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally blank—Signature page immediately follows]

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

Exhibit A

Legal Description

[Subject to Survey and Title Commitment]

THAT PART OF LOT 3 OF WESTHAVEN PARK IIC, A RESUBDIVISION OF LOTS 13 TO 22 IN THE NE ¼ OF BLOCK 52 AND LOTS 1 TO 10 AND 14 TO 22 IN THE SW ¼ OF BLOCK 52 IN HAMLIN'S SUBDIVISION AND OF LOTS 4 TO 24 IN THE SUBDIVISION BY BROWN AND HURD AND OF LOTS 1 TO 24 IN T B BRYAN'S SUBDIVISION AS RECORDED SEPTEMBER 29, 2008 PER DOCUMENT 082733916; LOCATED IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 17-07-421-042

Exhibit B

Plans and Specifications

[To be attached at closing]

Exhibit C

**Project Budget /
TIF-Funded Improvements**

Preliminary Budget

Sources:

Central West TIF \$ 3,050,000

Total project cost = \$ 3,050,000

Uses:

Design	\$ 262,250
Demolition	\$ 37,000
Drainage, Utilities, Lighting	\$ 395,000
Landscaping, Earthwork	\$ 160,250
Paving	\$ 122,000
Play Equipment / Site Furnishings	\$ 228,500
General Construction	\$ 265,000
Spray Feature	\$ 150,000
Environmental Remediation	<u>\$ 1,430,000</u>

Total project cost = \$ 3,050,000

The Commissioner may approve changes to the preliminary budget.

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

Name
Title: _____

City of Chicago

Department of Housing and Economic Development



City of Chicago



O2013-9452

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Park District for Tax Increment Financing (TIF) assistance for Starr Park improvements

Committee(s) Assignment: Committee on Finance

FIN,



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District for TIF assistance regarding Starr Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



ORDINANCE

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

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

WHEREAS, the Park District has proposed a park development, including landscaping improvements, at Ellen Gates Starr Park (the "Project") on the premises which is commonly known as 2306 W. Maypole and legally described on Exhibit A (the "Property"); and

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

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

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 25277 to 25432, and as amended by ordinances adopted March 12, 2008, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; and

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

WHEREAS, the City's Department of Housing and Economic Development ("HED") desires to make available to the Park District a portion of the City Increment in an amount not to exceed \$730,000 for the purpose of funding the construction of the Project (the "TIF-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

17-07-320-010; 17-07-320-011

LOT 4 (EXCEPT THAT PART TAKEN FROM STREET), ALL OF LOTS 5 AND 6 (EXCEPT THE WEST 22 FEET THEREOF) IN POOL'S SUBDIVISION OF LOTS 15,16 AND 17 IN BLOCK 56 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-014

LOT 1 (EXCEPT THAT PART THEREOF TAKEN OR USED FOR PARK AVENUE) IN ISAAC A. POOL'S SUBDIVISION OF LOTS 15,16, AND 17 IN BLOCK 56 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-015; 17-07-320-033; 17-07-320-034

LOT 6, 7, 9 (EXCEPT THE WEST 3.16 FEET OF LOT 9) AND LOTS 10, 11, 12, 13 AND 14 AND ALSO THE VACATED ALLEY LYING EAST OF LOT 6 AND SOUTH OF LOTS 6 AND 7 IN STARR'S SUBDIVISION OF LOTS 18, 19, AND 20 IN BLOCK 56 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP OF SAID STARR'S SUBDIVISION RECORDED NOVEMBER 4, 1858, AS DOCUMENT 8905, IN COOK 160 OF MAPS, PAGE 1

17-07-320-013

LOT 2 (EXCEPT THE PART THEREOF TAKEN OR USED FOR PARK AVENUE) IN ISAAC A. POOL'S SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 56 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-012

LOT 3 IN POOL'S SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 56 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-016; 17-07-320-017; 17-07-320-032

LOTS 1 TO 5 IN STARR'S SUBDIVISION OF LOTS 18 TO 20 IN SUBDIVISION OF BLOCK 56 IN CANAL TRUSTEES SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 8 AND THE WEST 3.16 FEET OF LOT 9 IN STARR'S SUBDIVISION OF LOTS 18, 19 AND 20 IN BLOCK 56 IN CANAL TRUSTEES SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS 2316 W. WASHINGTON BLVD.).

THE MAYPOLE AVENUE RIGHT OF WAY WITH A WIDTH OF 66 FEET WEST OF OAKLEY AVENUE RUNNING APPROXIMATELY 341.4 FEET WEST TO THE WESTERN BOUNDARY OF LOT 5 IN BLOCK 320 AND ALSO IN BLOCK 320 THE RIGHT OF WAY RUNNING NORTH AND SOUTH 120 FEET BETWEEN LOTS 1 AND 7 NORTH OF LOT 8 AND SOUTH OF MAYPOLE AVENUE.

Common Address: 2306 W. Maypole Chicago, Illinois

EXHIBIT B

AGREEMENT

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

ELLEN GATES STARR PARK

This Intergovernmental Agreement (this "Agreement") is made this ____ day of _____, 2014 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City", an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("HED")); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

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

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

C. The Park District seeks payment or reimbursement of funds expended for the development of existing park land located at Ellen Gates Starr Park, (the "Park") commonly known as 2306 W. Maypole, in Chicago, Illinois, and legally described in Exhibit A (the "Property") The Park District has proposed to further improve the Park, such improvement being hereinafter referred to as the "Project."

D. The Park District owns the Property that lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

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

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000, and published in the Journal (the "Journal") of the Proceedings of the City Council for said date at pages 25277 through 25432, and as amended by ordinances adopted on March 12, 2008, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area.

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

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

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

J. HED wishes to make available to the Park District a portion of the Central West Increment in an amount not to exceed \$730,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

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

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

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

N. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

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

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

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

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

SECTION 2. FUNDING

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

2.2. The City shall establish a special account within the Central West Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "**Ellen Gates Starr Park Account.**" Disbursement of TIF Assistance funds will be subject to the availability of Central West Increment in the Ellen Gates Starr Park Account, subject to all restrictions on and obligations of the City contained in all Central West

Ordinances, or relating to the Central West Increment and all agreements and other documents entered into by the City pursuant thereto.

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

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

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

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

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

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

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution of a Certificate of Expenditure by the

City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the Project is \$730,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

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

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

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

SECTION 3. TERM.

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

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$730,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

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

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

SECTION 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

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

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

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period,

such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every

other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Legal Description

17-07-320-010; 17-07-320-011

LOT 4 (EXCEPT THAT PART TAKEN FROM STREET), ALL OF LOTS 5 AND 6 (EXCEPT THE WEST 22 FEET THEREOF) IN POOL'S SUBDIVISION OF LOTS 15,16 AND 17 IN BLOCK 56 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-014

LOT 1 (EXCEPT THAT PART THEREOF TAKEN OR USED FOR PARK AVENUE) IN ISAAC A. POOL'S SUBDIVISION OF LOTS 15,16, AND 17 IN BLOCK 56 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-015; 17-07-320-033; 17-07-320-034

LOT 6, 7, 9 (EXCEPT THE WEST 3.16 FEET OF LOT 9) AND LOTS 10, 11, 12, 13 AND 14 AND ALSO THE VACATED ALLEY LYING EAST OF LOT 6 AND SOUTH OF LOTS 6 AND 7 IN STARR'S SUBDIVISION OF LOTS 18, 19, AND 20 IN BLOCK 56 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP OF SAID STARR'S SUBDIVISION RECORDED NOVEMBER 4, 1858, AS DOCUMENT 8905, IN COOK 160 OF MAPS, PAGE 1

17-07-320-013

LOT 2 (EXCEPT THE PART THEREOF TAKEN OR USED FOR PARK AVENUE) IN ISAAC A. POOL'S SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 56 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-012

LOT 3 IN POOL'S SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 56 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-07-320-016; 17-07-320-017; 17-07-320-032

LOTS 1 TO 5 IN STARR'S SUBDIVISION OF LOTS 18 TO 20 IN SUBDIVISION OF BLOCK 56 IN CANAL TRUSTEES SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 8 AND THE WEST 3.16 FEET OF LOT 9 IN STARR'S SUBDIVISION OF LOTS 18, 19 AND 20 IN BLOCK 56 IN CANAL TRUSTEES SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS 2316 W. WASHINGTON BLVD.).

THE MAYPOLE AVENUE RIGHT OF WAY WITH A WIDTH OF 66 FEET WEST OF OAKLEY AVENUE RUNNING APPROXIMATELY 341.4 FEET WEST TO THE WESTERN BOUNDARY OF LOT 5 IN BLOCK 320 AND ALSO IN BLOCK 320 THE RIGHT OF WAY RUNNING NORTH AND SOUTH 120 FEET BETWEEN LOTS 1 AND 7 NORTH OF LOT 8 AND SOUTH OF MAYPOLE AVENUE.

Common Address: 2306 W. Maypole, Chicago, Illinois

EXHIBIT B

Project Description

Ellen Gates Starr Park Development

Starr Park is located at 2306 W. Maypole Ave. in the Near West Side community area and the Eisenhower Corridor Chicago Neighborhoods Now target area. The requested \$730,000 in TIF funding will be used to construct a new soft surface playground to replace the existing outdated equipment that fails to meet Chicago Park District standards. Additional site improvements include pathways improvements, seating, and landscaping.

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

Chicago Park District

By: _____
Name

Title: _____

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

My commission expires: _____

Agreed and accepted:

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

EXHIBIT D

Project Budget TIF-Funded Improvements

The total cost of the project is \$730,000. In no event, however, shall funding from the Central West TIF Fund exceed \$730,000.

Sources Budget:

City of Chicago (Central West TIF)	\$730,000
Total Project Cost	\$730,000

Uses Budget:

Design, Contingency, and Contractor Fees	\$184,000
Demolition, Excavation, Removal	\$20,000
Drainage, Utilities	\$20,000
Landscaping	\$26,000
Playground, Surfacing, Water Feature	\$409,000
Fencing	\$16,000
Site Amenities	\$17,000
ALTA Survey	\$20,000
Paving	<u>\$18,000</u>
Total =	\$730,000

The Commissioner may approve changes to this preliminary budget.



City of Chicago



O2013-9493

Office of the City Clerk Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Housing Authority for additional police services

Committee(s) Assignment: Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding supplemental services.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



R. B. ...

ORDINANCE

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

WHEREAS, the City, through its Department of Police ("CPD") desires to enter into an intergovernmental agreement (the "Agreement") with the Chicago Housing Authority, an Illinois municipal corporation ("CHA") for additional police services; and

WHEREAS, the CHA desires to enter into the Agreement with CPD; now therefore,

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

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

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

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

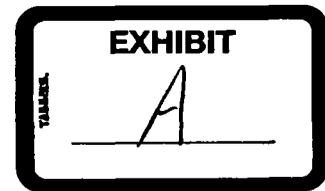
Section 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Attachments: Exhibit A

Exhibit A:

Intergovernmental Agreement for Additional Police Services



CHA CONTRACT NO. _____

INTERGOVERNMENTAL AGREEMENT FOR ADDITIONAL POLICE SERVICES

This Intergovernmental Agreement (the “**Agreement**”) is made as of the 1st day of January 2013 (the “**Effective Date**”) by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation (“**CHA**”) and the **CITY OF CHICAGO**, Illinois, a municipal corporation and home rule unit of government under Article VII, Section 6 (a) of the 1970 Constitution of the State of Illinois, (the “**City**”), acting through its Department of Police (the “**CPD**”).

RECITALS:

WHEREAS, the CHA and the City have authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development (the “**HUD**”), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances, and

WHEREAS, for purposes of this Agreement, baseline services are defined as the current level of the ordinary and routine services provided by the local police department, including patrols, police officer responses to 911, communications and other calls for police services, and investigative follow-up of criminal activity to CHA residents as part of the overall deployment of police resources by the City, and as set forth in:

- (i) the Consolidated Cooperation Agreement by and between the City and the CHA, dated July 24, 1957, as amended on June 22, 1959 and on February 10, 1969 (the “**Cooperation Agreement**”); and
- (ii) the Intergovernmental Agreement by and between the CHA and the City dated September 16, 1997 for the benefit and protection of all CHA residents as residents of the City to the level established in the Cooperation Agreement.

The above is collectively hereinafter referred to as the “**Baseline Services**”; and

WHEREAS, in October 1999, the CHA disbanded the Chicago Housing Authority Police Department and entered into Intergovernmental Agreements with the City starting on January 1, 2000 and subsequent thereto to obtain additional police services to be provided by the CPD, which have been defined as services that are over and above the Baseline Services (“Additional Services”); and

WHEREAS, it is the intent of the CHA and CPD that the Additional Services required under the Agreement will be performed by CPD on behalf of the CHA in its official capacity as the legal law enforcement agency of the City of Chicago; and

WHEREAS, the CHA and the City desire to enter into the Agreement to have CPD provide Additional Services through dedicated police patrol watches primarily at mutually determined CHA developments and locations as necessary and as hereinafter set forth for purposes including, but not limited to, eliminating violent crimes and drug-related crimes, and improving safety and security for CHA residents; and

WHEREAS, tracking and reporting crime data is a critical element for the assessment of crime and criminal activities and security needs to determine where police resources are needed for Additional Services, and whereas CPD is capable of tracking such data; and

WHEREAS, CPD is ready, willing and able to provide Additional Services and track and report crime data, as set forth hereunder.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the City hereby agree as follows:

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

1.01 The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

ARTICLE TWO: SUPPLEMENTAL POLICE SERVICES

2.01 **General.** CPD will provide the following Additional Services, subject to the mutual agreement of the CHA and CPD, based upon need, to any CHA developments and other CHA locations that may require Additional Services from time-to-time, subject to the Superintendent's discretionary authority to shift police resources and activity to meet the needs of the City as a whole.

- a. Police Patrol Watches. CPD will provide dedicated watches of police officers

each day at CHA developments and other CHA locations as the needs are mutually determined by the CHA and CPD, with an adequate number of police officers for each watch. The numbers of officers, who will work overtime hours on their respective days off at overtime rates of pay, and the number of officers who will be assigned to the watches at CHA developments and other CHA locations will be mutually determined and agreed upon by the CHA and CPD. When necessary, and as determined solely by CPD, police officers may be re-deployed to other CHA locations to address police emergencies. If redeployment is necessary, notification shall be made as soon as possible to CHA's liaison to CPD. The assigned supervisors will ensure that their teams sign in on a log provided by CHA in the office of the property manager for the assigned development, during normal business hours. CPD shall have the discretion to overlap the watches and to vary the starting time of the watches to provide adequate coverage at the times that are mutually determined to be most needed. Nothing contained herein shall preclude the emergency use of CPD officers or equipment referred to herein at the discretion of the Superintendent during emergencies.

The CHA and CPD agree to amend the Agreement to reflect and incorporate any new terms and conditions required if a new model for the delivery of the Supplemental Services is ready to be implemented during the Term of this Agreement.

- b. Operations. Police Officers assigned to provide police patrol watches at CHA developments and other CHA locations as part of the Additional Services shall at a minimum:
1. Respond to all calls or reported crimes;
 2. Provide foot patrols and conducting interior and exterior property grounds check, front and rear.
 3. Stop trespassing on CHA premises;
 4. Stop vandalism and damage to personal and/or real property;
 5. Monitor and prevent potential gang activities;
 6. Stop drug use and sales and/or other illegal activities by taking appropriate action if observed;
 7. Attend all criminal court hearings and all administrative hearings when requested as a witness for the CHA, where police activity was involved will be paid out of the not-to-exceed compensation amount

set forth in Section 4.01

8. Act upon any acts of domestic violence;
9. Act upon any unauthorized or unlawful activities and illegal entries into residences;
10. Increase the number of car patrols and foot patrols at CHA developments and other CHA locations.
11. Provide a police presence at CHA facilitated functions, when notified by CHA, where crowd control is necessary or the CHA anticipates a hostile environment;
12. Provide reports and/or other information as permitted by law, to CHA's property managers immediately following any incident occurring at a CHA development or as soon as practical thereafter. Reports should describe the incident, address of occurrence, and name of the persons involved.

c. Duties of Assigned Officers. Police officers incapable or unwilling to actively engage in the provision of Additional Services to assist in reducing crime at assigned CHA developments and other locations shall not be permitted to participate in this Agreement. Officers will perform the duties of beat officers in accordance with the CPD Policing Strategy will also provide the following functions:

1. Develop and maintain an in-depth knowledge of the assigned CHA developments and other CHA locations by analyzing crime trends and regularly interacting with residents to determine crime and safety concerns.
2. Meet with CHA residents within the assigned CHA developments and other CHA locations covered by this Agreement at monthly community/security meetings, when such meetings occur during their assignments at CHA locations as provided under this Agreement, to inform CHA residents of their activities and identified and prioritized problems that they will address in performing the Additional Services.
3. Attend beat community and beat team meetings, when such meetings occur during their assignments at CHA locations as provided under this Agreement.

4. Maintain a physical presence at the assigned CHA developments and other CHA locations covered by the Additional Services.
5. Implement priority problem strategies and promptly complete service requests.
6. Increase and maintain high visibility foot and car patrols.
7. Complete beat plan forms for priority problems (information in these forms will be integrated into the beat plan).
8. Break up large crowds and unplanned gatherings at or near assigned CHA locations.
9. Initiate contact cards when legally permissible.

2.02 **Policing Strategy**. CPD will consult with the CHA to customize and deliver the Additional Services.

2.03 **Foot Patrol Teams/Car Patrol Teams**. CPD will create and implement foot patrol teams within the parameters of the CHA Policing Strategy in such a manner to make their presence known throughout assigned CHA developments and other CHA locations. Also, CPD will increase the level of car patrol teams for assigned CHA developments and other CHA locations. Additional Services teams will work to control, reduce and prevent violent and non-violent crimes, drug use, drug trafficking and drug related crime as provided in the CHA Policing Strategy. CPD shall, based upon said foot patrols in CHA developments and other CHA locations, report to CHA's property managers during normal business hours or to CHA's Emergency Services, if after normal business hours as permitted by law, any irregularities noted during the patrols, including, but not limited to, vandalized units, lights out in stairwells or corridors and any abnormal or unusual conditions observed in vacant units, electrical closets, and laundry and storage rooms. CPD Officers performing vertical foot patrols shall sign-in a Patrol Log in the Property Management Office, when accessible to police officers, to indicate their presence within the CHA development.

2.04 **Interagency Cooperation**. As part of the CHA Policing Strategy, CPD will regularly and routinely coordinate, cooperate and share relevant data with the following law enforcement task forces to increase such task forces' capability to reduce drug distribution in CHA's public housing developments, including Targeted Developments:

- a. High Intensity Drug Trafficking Area Task Force (HIDTA);
- b. Drug Enforcement Administration Task Force (DEA); and
- c. Federal Bureau of Investigation Task Force (FBI).

2.05 **Reports and Data.** CPD will provide the CHA with the following reports and data, as permitted by law:

- a. Reports of people arrested on CHA premises or off CHA premises if said crime occurred on CHA property and crimes reported that occurred on CHA property.
- b. Detailed report of the activity of Officers exclusively assigned under this Agreement. The frequency of reports shall be agreed upon between the parties. CPD shall be responsible to collect and assemble all information and data from the officers regarding their police activities at the completion of their shifts.
- c. Information, narrative reports and data necessary to support CHA initiatives based on criminal activity and drug related criminal activity of residents and their guests on or off public housing property. Reports shall be provided on a weekly basis.
- d. Reports on criminal trespass cases that were referred to the State's Attorney's Office, including information that describes the offender and the location and date of the offense on a monthly basis.
- e. When and if arrests are made on CHA property, the CHA shall be notified by CPD of the arrest. CPD may use arrest blotters or logs to transmit this information.
- f. Such reports and data shall meet the requirements of the CHA and HUD, when required. On an annual basis, at such place and time, as agreed upon by the parties, the parties shall meet to review the reporting requirements and determine the need for any modifications.
- g. CPD and CHA agree to continue to work together on a continuous basis to ensure that CHA is receiving adequate crime statistics and other relevant data (including Index, Non-Index Crimes, incidents without arrests on or near CHA property, arrests on or near CHA property), to enable both parties to agree upon a plan of action to address issues as they arise at various CHA locations.

2.06 **CHA Analyst.** CPD will assign an analyst to the Department's Crime Prevention and Information Center for the 2nd Watch to provide reports and data to CHA as set forth under Section 2.05 above, and also to provide immediate notifications to CHA, when on-duty. The salary and benefits of the CHA Analyst are paid solely by CHA out of the not-to-exceed compensation amount set forth in Section 4.01 below.

2.07 **Audit Requirement.** The CHA retains an irrevocable right on behalf of itself and HUD to independently, or through a third party, review and/or audit the CPD's books and records pertaining to this Agreement. The CHA retains the right to conduct the audit for three

(3) years from the date of final payment under this Agreement as required by the Federal Acquisitions Streamlining Act of 1994.

ARTICLE THREE: AGREEMENT TERM

3.01 **Term.** The Agreement term shall be for the period of January 1, 2013 through December 31, 2014.

ARTICLE FOUR: COMPENSATION

4.01 **Amount of Compensation.** The CHA shall pay CPD an amount not to exceed \$6,000,000.00 annually for the performance of the Supplemental Services required by this Agreement. CPD agrees not to perform and waives any and all claims for payment of Services provided that would result in billings beyond this not-to-exceed amount without prior written amendment to this Agreement authorizing said additional work.

4.02 **Payment.**

- a. During the term of the Agreement, CPD shall submit separate quarterly invoices with supporting documentation as required by the CHA for payment in arrears. Each invoice shall at a minimum document the names and/or badge numbers of the officers performing the services and the number of hours worked and allocate any expenses associated with the Services performed for the quarter being invoiced. CPD agrees that it will not invoice the CHA for the cost of police officers under this Agreement with respect to any services that are also funded under other HUD programs or programs of other Federal agencies.
- b. Personnel costs and all related expenses incurred in performing the Additional Services by CPD under this Agreement and invoiced in accordance with the aforementioned section 4.02 (a) will be paid, to the fullest extent possible, using available funds in accordance with applicable law.
- c. CHA shall remit all payments to the City of Chicago, Office of Budget Management, City Hall, 121 N. LaSalle St., Chicago, IL 60602.

4.03 **Non-Appropriation.** Funding for this Agreement is subject to: (a) availability of Federal funds, and (b) the approval of funding by CHA's Board of Commissioners. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall notify CPD of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are

exhausted. No payment shall be made or due to CPD under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

ARTICLE FIVE: TERMINATION

5.01 **Termination**. Either party may terminate this Agreement, or any portion thereof, at any time by giving sixty (60) days' notice in writing to CPD. It is the intent of each party to this Agreement that their commitments made hereunder are conditioned upon the satisfactory performance of the commitments made by the other party hereto.

ARTICLE SIX: COMMUNICATION AND NOTICES

6.01 **Communication Between the Parties**. All verbal and written communication including required reports and submissions between CPD and CHA shall be through CPD and CHA's Director of Operations. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedures, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

6.02 **Notices**. Any notices sent to CPD shall be mailed by certified mail, postage prepaid to:

Superintendent of Police
Chicago Police Department
3510 South Michigan Avenue, 5th Floor
Chicago, Illinois 60653

With a copy to:

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

Any notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
60 E. Van Buren St, 12th Floor
Chicago, Illinois 60605

With a copy to:

General Counsel
Chicago Housing Authority
60 E. Van Buren St, 12th Floor
Chicago, Illinois 60605

ARTICLE SEVEN: ADDITIONAL PROVISIONS

7.01 **Amendments.** This Agreement and the schedules and exhibits (if any) attached hereto may not be modified or amended except by an agreement in writing signed by the parties.

7.02 **Complete Agreement.** This Agreement, including any schedules, figures, exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

7.03 **Limitation of Liability.** No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to the CHA or any successor in interest to the CHA in the event of any default or breach by the City or for any amount which may become due to the CHA or any successor in interest, from the City or on any obligation under the terms of this Agreement.

7.04 **Further Assurances.** Each of the City and the CHA agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to accomplish the transactions contemplated in this Agreement.

7.05 **Waivers.** No party hereto shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Neither prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a

waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

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

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

7.08 **Non-liability of Public Officials.** No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

7.09 **Independent Contractor.** CPD shall perform under this Agreement as an independent contractor to the CHA as the official law enforcement agency of the City of Chicago and not as a representative, employee, agent, or partner of the CHA.

7.10 **Titles and Headings.** The Article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

7.11 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

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

valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

7.13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

7.14 **Form of Documents.** All documents required by this Agreement to be submitted, delivered or furnished to the City or the CHA shall be in form and content satisfactory to the City or the CHA.

7.15 **Assignment.** Each of the City or the CHA may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the other party.

7.16 **Binding Effect.** This Agreement shall be binding upon the City and the CHA, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City and the CHA, and their respective successors and permitted assigns (as provided herein).

7.17 **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, neither the City nor the CHA nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

7.18 **Schedules and Exhibits.** All of the schedules and exhibits attached hereto (if any) are incorporated herein by reference. Any schedules and exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

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

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

7.21 **Compliance with all Laws/Governmental Orders.** The parties shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the Federal, State and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

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

7.23 **Shakman Accord Provisions**

- (i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (ii) The Chicago Housing Authority is aware that City policy prohibits City employees from directing any individual to apply for a position with the CHA, either as an employee or as a subcontractor, and from directing the CHA to hire an individual as an employee or as a subcontractor. Accordingly, the CHA must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the CHA under this Agreement are employees or subcontractors of the CHA, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the CHA.
- (iii) The CHA will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable

group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

- (iv) In the event of any communication to the CHA by a City employee or City official in violation of this Section 7.23(ii), or advocating a violation of Section 7.23(iii), the CHA will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department. CHA will also cooperate with any inquires by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

IN WITNESS WHEREOF, the CHA and the City, acting through the CPD have executed this Agreement as of the date first written above.

CITY OF CHICAGO, DEPARTMENT OF POLICE

CHICAGO HOUSING AUTHORITY

By: _____
Garry F. McCarthy
Superintendent of Police

By: _____
Valerie Hawthorne-Berry, Director
Procurement and Contracts

Approved as to Form and Legality:
Chicago Housing Authority
Office of the Chief Legal Officer

By: _____
Melissa Freeman Cadoree
Deputy Chief Legal Officer



City of Chicago



O2013-9536

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Lease agreement with Klairmont Enterprises, Inc. for use of property at 1901 W Pershing Rd

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



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and use agreements.

Your favorable consideration of these ordinances 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, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Klairmont Enterprises, Inc., governing the City's use of property located at 1901 West Pershing Road by the Department of Fleet and Facility Management; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

This **LEASE** (this "Agreement") is made as of _____, 2013, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "Tenant" or "City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, acting by and through its Department of Fleet and Facility Management, and **KLAIRMONT ENTERPRISES, INC.**, an Illinois corporation (the "Landlord") having its principal offices at 4747 West Peterson Avenue, Chicago, Illinois 60646.

RECITALS

WHEREAS, Landlord owns the real property located at 1901 West Pershing Road within the vacated portion of Wolcott Avenue (part of PIN# 20-06-200-003), as delineated in **Exhibit A** attached hereto and made a part hereof, in Chicago, Illinois; and

WHEREAS, Landlord owns the real property located within the 1965 West Pershing Road complex, as delineated in **Exhibit A** attached hereto and made a part hereof, in Chicago, Illinois (the "1965 Pershing Complex"); and

WHEREAS, Tenant owns the real property located at 1869 West Pershing Road in Chicago, Illinois (the "West Building"); and

WHEREAS, Tenant is performing tuck-pointing repairs to the West Building and Tenant has placed scaffolding around the perimeter of the West Building while these repairs to the West Building take place; and

WHEREAS, Tenant has requested that Landlord allow Tenant to continue to use approximately 2,800 square feet of vacant land within the Premises for placement of scaffolding as detailed in **Exhibit A** attached hereto and made a part hereof while repairs to the West Building take place (such scaffolding extending approximately 6 feet from the West Building and elevated approximately 10 feet from the ground); and

WHEREAS, Landlord has agreed to grant the Tenant access to the Premises solely to allow Tenant to place scaffolding around the West Building and to use such scaffolding for Tenant's tuck-pointing repairs to the West Building (the "Use") upon the terms, protections, and conditions set forth herein.

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

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

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

Approximately 2,800 square feet of vacant land located on the Premises as detailed in **Exhibit A** (the "Premises").

This grant extends to, and the Tenant shall be responsible for, its agents, employees, contractors, subcontractors and consultants, including, without limitation, Old Veteran Construction, Inc. This Agreement is non-assignable.

3. **Term.** The term of this Agreement ("Term") shall commence on the date of execution ("Commencement Date") and shall end on December 31, 2015 unless sooner terminated, or extended, as set forth in this Agreement.

4. **Cost.** Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties. The Tenant shall be responsible for all costs and expenses associated with the Tenant Use.

5. **Indemnification.** Subject to allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals, the Tenant shall indemnify, defend and hold the Landlord, and its officers, agents, and employees, harmless from and against any and all negligent actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or incident to (a) any act or omission of the Tenant or its agents, employees, contractors, subcontractors or consultants, or (b) any entry upon or use of the Premises by or on behalf of the Tenant in connection with this agreement, or (c) any default by Tenant under this Agreement. The foregoing indemnity shall survive any termination of this agreement. Landlord agrees to use commercially reasonable efforts to deliver notice of any matured claim for indemnification no later than six months after the termination of the Agreement.

6. **Completion.** Upon completion of the Tenant Use, the Tenant shall remove all equipment placed on the Premises by the Tenant or its agents, employees, contractors, subcontractors or consultants.

7. **Amendment.** This Agreement may not be amended or modified without the written consent of the parties hereto.

8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties regarding the Tenant Use and the Tenant's right of access to the Premises and supersedes any prior oral or written agreements with respect to the matters stated herein.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature.

10. **No Alterations and Additions.** Tenant shall have no rights to make any alterations, additions, or improvements on the Premises.

11. **Termination.** Tenant and Landlord shall have the right to terminate this agreement at any time without penalty by providing the other party with thirty (30) days prior written notice.

12. **Condition on Termination.** Upon expiration of the term, Tenant shall surrender the Premises to Landlord in the same condition of the Premises at the beginning of Tenant's access to the Premises. Tenant must remove all equipment and materials placed on the Premises within thirty (30) days from termination of this Agreement.

13. **Landlord Use and Easements.** Tenant affirms that Landlord uses the Premises for access to Landlord's adjoining 1965 Pershing Complex. Tenant shall not use the Premises in a way that interferes with Landlord's access to and from Landlord's adjoining 1965 Pershing Complex. Landlord shall have access to the Premises at all times. Tenant shall never interfere with Landlord's operations at the 1965 Pershing Complex. This prohibition includes, but is not limited to, Landlord's unfettered access to any dock space, ramps, and gates located within the 1965 Pershing Complex. As much as logistically possible, Tenant shall refrain from using the west end of the Premises so as to not interfere with operations at the 1965 Pershing Complex. At all times, Tenant shall coordinate all activities associated with access to the Premises through Landlord's representative on site.

Tenant affirms that Landlord's interest in the Premises is subject to those certain easements described on **Exhibit B** (collectively, the "Easements"), attached hereto and made a part hereof, and the rights of certain persons thereunder. Tenant shall never interfere with any of the rights of any persons in or to the Easements.

14. **Licensing and Permits.** For any activity which Tenant desires to conduct on the Premises for which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity

15. **Repairs for Tenant Negligence, Vandalism, or Misuse.** Tenant shall assume all responsibility for any repairs to the Premises or Landlord's adjoining property necessitated by the use, negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, contractors, subcontractors, or consultants.

16. **No Snow Removal, Maintenance, Security.** Tenant agrees that Tenant has inspected the Premises and accepts the Premises in "as-is" condition. Landlord shall have no obligation to maintain the Premises. Landlord shall have no obligation to keep the Premises free of ice or snow. Landlord shall not provide any security services for the Premises.

17. **Removal of Scaffolding.** Within thirty (30) days from termination of this Agreement, Tenant shall remove all scaffolding from the Premises.

18. **Prohibition against Parking.** The Premises shall not be used for parking of any private or City vehicles. The Tenant warrants that the Premises are only to be used for scaffolding, placement of any equipment required for such staging, and use of such scaffolding for Tenant's tuck-pointing repairs to the West Building and for no other purpose.

19. **Protection of Premises.** Tenant, or Tenant's contractor, shall place plywood or other protective underlayment on those portions of the Premises which shall be subject to placement of heavy material or equipment loads.

20. **Brick Pavers.** During the Term of the Agreement, but by no later than the termination of this Agreement, Tenant shall install brick pavers or other material suitable to Landlord on all former cement pads or ramps (collectively the "Pads") previously placed and removed on the Premises by or on behalf of Tenant. Such Pads are identified in **Exhibit C.**

21. **Miscellaneous Provisions.**

21.1 **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 Landlord to Tenant 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 Tenant as follows:

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

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord 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 Landlord as follows:

Klairmont Enterprises, Inc.
C/O Imperial Realty Company
4747 West Peterson Avenue
Chicago, Illinois 60646

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

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

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

21.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement 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.

21.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement 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 Agreement nor in any way affect this Agreement.

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

21.7 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement 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.

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

21.9 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.

21.10 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Agreement. Provided, however, that such amendment(s) shall not serve to extend the Agreement term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in

writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both 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 Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

21.11 Holding Over. Any holding over by Tenant (including failure to remove all scaffolding, equipment, and materials) shall be construed to be a tenancy from month to month only beginning on January 1, 2016 and the rent shall be One Hundred and 00/100 Dollars (\$100.00) per diem, unless both parties are engaging in good faith discussions relative to any Agreement extension. During such holding over all other provisions of this Agreement shall remain in full force and effect.

22. Disclosure Provisions.

22.1 Business Relationships. Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City of Chicago, or any person acting at the direction of such official, to contact, either orally or in writing, any other City of Chicago official or employee with respect to any matter involving any person with whom the elected City of Chicago official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

22.2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City of Chicago may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

22.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by Landlord, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that from the later of (a) May 16, 2011, or (b) the date the Tenant approached Landlord, or the date Landlord approached the Tenant, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Agreement or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the Tenant, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Tenant to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the Tenant may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

(a) “Bundle” means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) “Other Contract” means any other agreement with the Tenant to which Landlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) “Contribution” means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(d) Individuals are “domestic partners” if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as Landlords.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) “Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

22.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Landlord's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the Tenant to all remedies under the Agreement, at law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the Tenant as grounds for the termination of this Agreement, and may further affect the Landlord's eligibility for future contract awards.

22.5 Failure to Maintain Eligibility to do Business with City of Chicago. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

22.6 Cooperation with Office of Inspector General and Legislative Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its contractors and subcontractors of this provision and require their compliance.

22.7 Shakman Prohibitions.

(i) The Tenant is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the Tenant from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Landlord is aware that Tenant policy prohibits Tenant employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and

from directing Landlord to hire any individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by Tenant or Tenant employees. Any and all personnel provided by Landlord under this Sub-Lease are employees or subcontractors of Landlord, not employees of the City of Chicago. This Sub-Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the Tenant and any personnel provided by Landlord.

(iii) Landlord will not condition, base, or knowingly prejudice or affect any term or term or aspect to the employment of any personnel provided under this Sub-Lease, or offer employment to any individual to provide services under this Sub-Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Sub-Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Landlord by a Tenant employee or Tenant official in violation of Section 22.7, or advocating a violation of Section 22.7, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the Tenant's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant Tenant department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

(Signature Page Follows)

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

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

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

KLAIRMONT ENTERPRISES, INC.,
an Illinois corporation

By: _____

Print Name: _____

Its: _____

Approved as to form:

Deputy Corporation Counsel

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT A

WOLCOTT ST.

1869 W. PERSHING

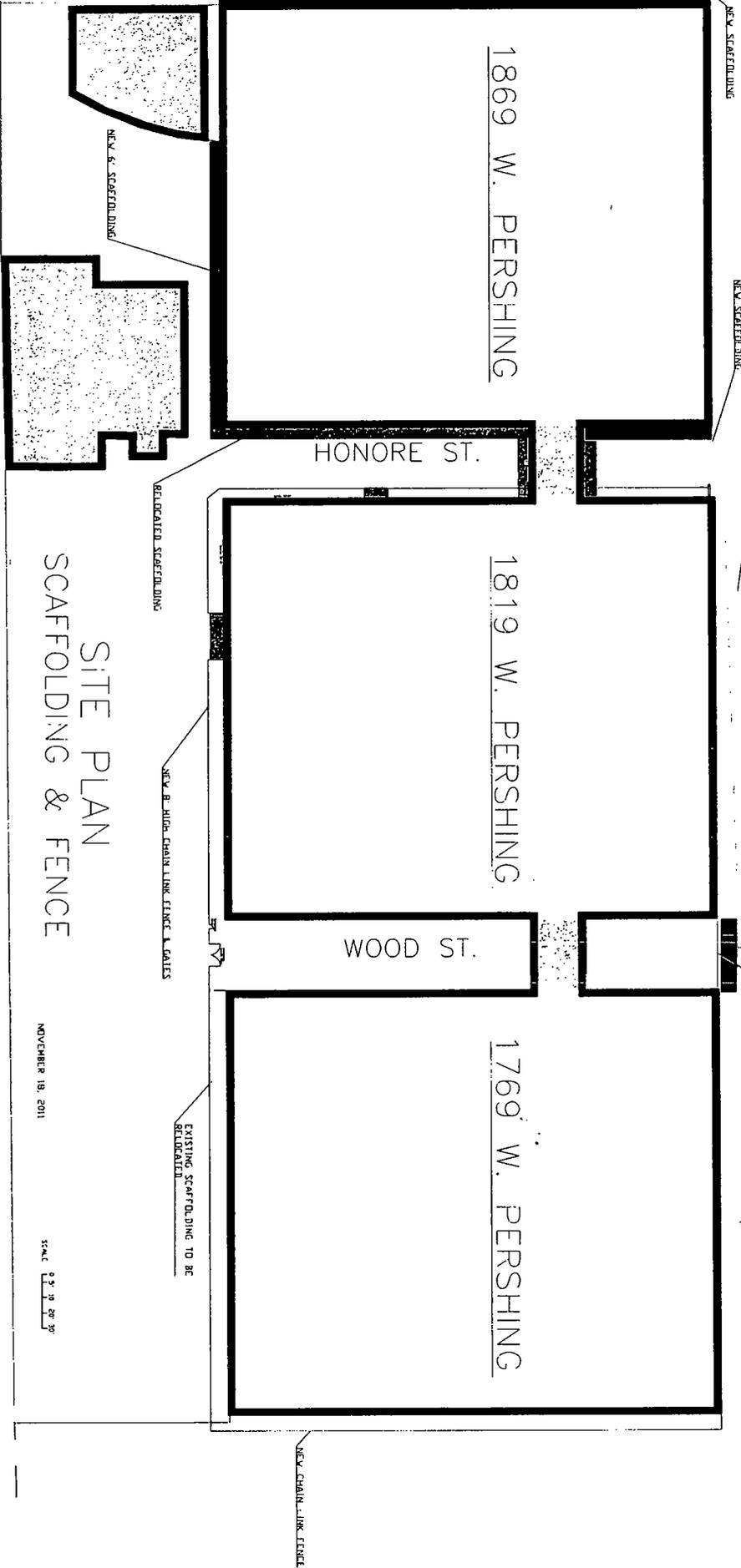
HONORE ST.

1819 W. PERSHING

WOOD ST.

1769 W. PERSHING

PERSHING ROAD



SITE PLAN
SCAFFOLDING & FENCE

NOVEMBER 18, 2011

SCALE 0' 5' 10' 20' 30'

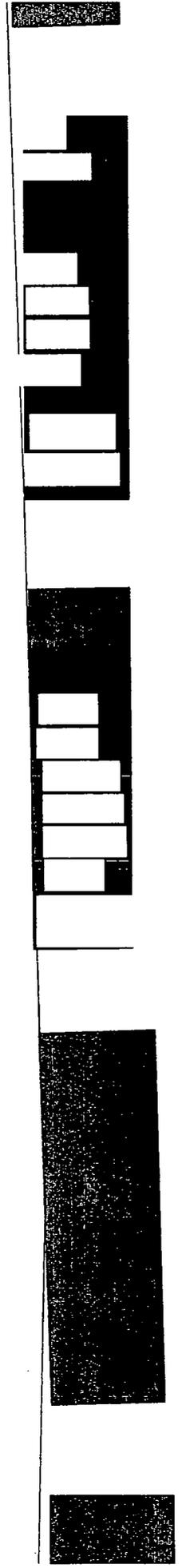
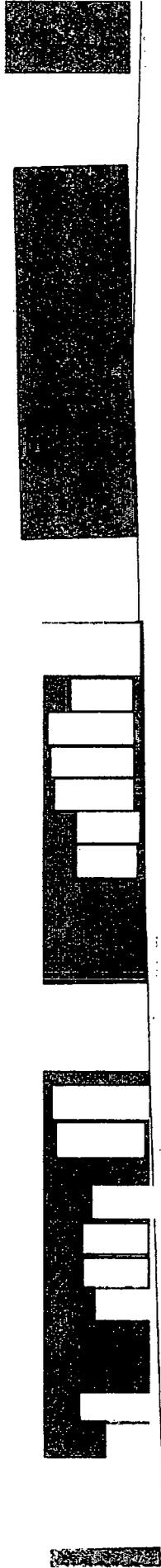


EXHIBIT B
EASEMENTS

1. EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF W. WOOD PRINCE AND JAMES F. DONOVAN, TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT UNDER THE DECLARATION OF TRUST DATED FEBRUARY 1, 1916 AND RESERVED IN THE DEED RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS MAY 19, 1961 AS DOCUMENT 18166116.

2. EASEMENT FOR INGRESS AND EGRESS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 18309996.

EXHIBIT C



PERSHING ROAD

EXISTING GATE CLOSE & LOCK

EXISTING SCAFFOLDING

NEW SCAFFOLDING OVER DRIVEWAY

EXISTING SCAFFOLDING

NEW SCAFFOLDING

NEW SCAFFOLDING

PAVEMENT AREA
WOLCOTT ST.

1869 W. PERSHING

HONORE ST.

1819 W. PERSHING

WOOD ST.

1769 W. PERSHING

NEW CHAIN LINK FENCE

EXISTING SCAFFOLDING TO BE
RELOCATED

NEW 8' HIGH CHAIN LINK FENCE & GATES

RELOCATED SCAFFOLDING

NEW 6' SCAFFOLDING

SITE PLAN
SCAFFOLDING & FENCE

SEPTEMBER 21, 2011

SCALE: 1/8" = 1'-0"

1901 West Pershing Road
Department of Fleet and Facility Management
Lease No. 14226

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



City of Chicago



O2013-9545

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/11/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Chicago Park District for use of property at 5440 S Racine Ave by Chicago Public Library
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and use agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with the Chicago Park District, governing the City's use of property located at 5440 South Racine Avenue by the Chicago Public Library; such Lease to be approved by the Commissioner of the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between, **THE CHICAGO PARK DISTRICT**, a body politic and corporate and unit of local government (hereinafter referred to as the "the District") and, **THE CITY OF CHICAGO**, a municipal corporation and home rule unit of government (hereinafter referred to as "the City").

RECITALS

WHEREAS, the District is the owner of Sherman Park which is comprised of approximately 60.60 acres and which is located at 1301 West 52nd Street, Chicago, Cook County, Illinois (the "Park"); and

WHEREASE, since 1937 the City has operated the Sherman Park Branch of the Chicago Public Library on approximately 8,000 square feet of Park land located at 5440 South Racine Avenue as depicted on **Exhibit A** attached hereto and made a part hereof; and

WHEREASE, the 5440 South Racine Avenue building (the "Building") was constructed and is maintained by the City; and

WHEREAS, the District has agreed to formally lease to the City, and the City has agreed to formally lease from the District, approximately 8,000 square feet of vacant land within the Park for continued use as the location of the Sherman Park Branch of the Chicago Public Library with said leasehold comprising the physical Building footprint only; and

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

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

SECTION 1. GRANT

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

Approximately 8,000 square feet of vacant land located at 5440 South Racine Avenue, Chicago, Cook County, Illinois (part of PIN # 20-08-320-001; the "Premises").

SECTION 2. TERM

LEASE NO. 19053

The term of this Lease (“Term”) shall commence on the Effective Date and shall end on December 31, 2038 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

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

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

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

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

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

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

4.2 The City’s Duty to Maintain Premises and Right of Access. The City shall take reasonable efforts to maintain the Premises in a condition of good repair and good order and in compliance with all applicable provisions of the Municipal Code of Chicago. The District shall have the right of access to the Premises for the purpose of inspecting the Premises. The District will schedule the District’s entry so as to minimize any interference with the City’s use of Premises.

4.3 Use of the Premises. The City shall not use the Premises in a manner that would violate any law. The City further covenants not to do or suffer any waste or damage, comply in

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all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to use as public library branch. The promotion and operation of a public library branch does not include direct or indirect participation or intervention in political campaigns on behalf of, or in opposition to, any candidate for public office. The City shall not use the Premises for political or religious activities. The City agrees that in providing programming on the Premises the City shall not discriminate against any member of the public because of race, creed, religion, color, sexual orientation, or national origin.

4.4 Alterations and Additions. The City may make alterations, repairs, and improvements to the Premises. Any expansion of the Building, however, shall only be undertaken by the City with the prior written approval of the District. The District shall not unreasonably withhold such consent. Any such alterations, repairs, improvements, and additions shall be made in full compliance with any applicable codes, laws, or standards. Any such alterations, repairs, improvements, and additions shall become the City's property.

4.5 Ownership of Building Structure. The City shall continue to own the Building and all of the trade fixtures, books, furniture, and all other equipment located within the Building.

SECTION 5. ASSIGNMENT AND LIENS

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

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

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Indemnification. Subject to allocation of adequate appropriations and other applicable legislative procedures, approvals, and requirements, the City shall indemnify, defend, and hold the District harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from the District by reason of the City's performance of or failure to perform any of the City's obligations under this Lease or the City's negligent acts or failure to act, or resulting from the

LEASE NO. 19053

acts or failure to act of the City's contractors, respective officers, directors, agents, employees, or invitees or any liabilities, judgments or settlements that may arise from any access to the Premises by the City's invitees or any third parties.

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

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by the City shall be construed to be a tenancy from month to month beginning on January 1, 2039 and the rent shall be the same as listed in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

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

City of Chicago

LEASE NO. 19053

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

With a copy to:

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

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

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

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

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

9.3 Governing Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States the District Court for the Northern the District of Illinois.

LEASE NO. 19053

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

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

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

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

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

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

9.10 Termination of Lease. The City and the District shall have the right to terminate this Lease without penalty by providing each other with at least one-hundred eighty (180) days' prior written notice after the Effective Date.

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

9.12 Amendments. From time to time, the Parties hereto may administratively amend this Lease with respect to any provisions reasonably related to the City's use of the Premises and/or the District's administration of this Lease. Provided, however, that such amendment(s)

LEASE NO. 19053

shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and the District. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

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

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

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

SECTION 10. ADDITIONAL CITY RESPONSIBILITIES

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

10.2 Building Maintenance. The City shall provide, at the City's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components.

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

10.4 Security. The City shall provide security for the Premises at the City's discretion.

10.5 Repairs for Negligence, Vandalism, or Misuse. The City shall assume all responsibility for any repairs to any portion of the Premises necessitated by the negligence,

LEASE NO. 19053

vandalism, misuse, or other acts on any portion of the Premises by the City's employees, clients, invitees, agents, contractors, invitees, or third parties.

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

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

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

10.9 Snow Removal. The City shall perform snow and ice removal to the side handicapped walkways leading into and from the Building. The City shall not be obligated to perform snow and ice removal from the front sidewalk (such sidewalk being part of the greater Park space).

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

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

10.12 Condition upon Termination. Upon termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, the City shall surrender the Premises to the District in a comparable condition to the condition of the Premises at the beginning of the City's occupancy, with normal wear and tear taken into consideration.

10.13 Trade Fixtures. Upon the termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, the City shall remove or demolish the City's property, equipment, and trade fixtures from the Premises. Provided, however, that the City shall repair any injury or damage to the Premises which may result from such removal or demolition. If the City does not remove the City's property, equipment, and trade fixtures and all

LEASE NO. 19053

other items of property from the Premises upon termination, the District may, at its option, remove the same and deliver them to any other place of business of the District or warehouse the same. In such event, the City shall pay to the District the cost of removal, including the repair for such removal, delivery and warehousing. In the alternative, the District may treat such property as being conveyed to the District with this Lease acting as a bill of sale, without further payment or credit by the District to the City.

10.14 No Other Rights. This Lease does not give the City any other right with respect to the Park. Any rights not specifically granted to the City by and through this Lease are reserved exclusively to the District. Execution of this Lease does not obligate the District in any manner and the District shall not undertake any additional duties or services.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government:

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

CHICAGO PUBLIC LIBRARY

By: _____
Commissioner

CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS

By: _____
President

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel - Real Estate Division

CHICAGO PARK DISTRICT,

a body politic and corporate and unit of local government

BY: CHICAGO PARK DISTRICT

By: _____
General Superintendent

Approved as to legal form:

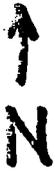
General Counsel
Chicago Park District

EXHIBIT A

Depiction of Premises

Subject to further corrections

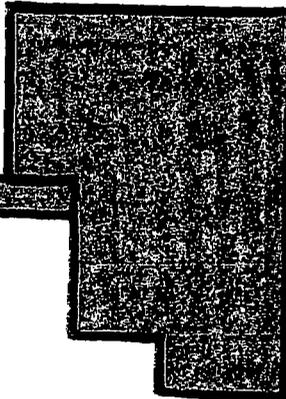
EXHIBIT A



SHERMAN DR.



= The "Premises"



RACINE AVE.

Alley

GARFIELD BLVD.

5440 South Racine Avenue
Chicago Public Library
Lease No. 19053

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



City of Chicago



A2013-129

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Dorothy Hudson as member of Special Service Area No. 5, Commercial Avenue Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-130

Office of the City Clerk Document Tracking Sheet

Meeting Date:	12/11/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of George C. Herzog as member of Special Service Area No. 20, Western Avenue Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed George C. Herzog as a member of Special Service Area No. 20, the Western Avenue Commission, for a term effective immediately and expiring December 1, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-131

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Julie A. Mayer as member of Special Service Area No. 20, Western Avenue Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Julie A. Mayer as a member of Special Service Area No. 20, the Western Avenue Commission, for a term effective immediately and expiring December 1, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-133

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Joanna Miner Thomas as member of
Special Service Area No. 22, Andersonville Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Joanna Miner Thomas as a member of Special Service Area No. 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2014, to succeed Trina L. Sheridan, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-134

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Panagiotis K. Valavanis as member of Special Service Area No. 22, Andersonville Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Panagiotis K. Valavanis as a member of Special Service Area No. 22, the Andersonville Commission, for a term effective immediately and expiring April 10, 2015, to succeed Curtis D. Day, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-135

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of James A. McHale as member of Special Service Area No. 24, Clark Street Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed James A. McHale as a member of Special Service Area No. 24, the Clark Street Commission, for a term effective immediately and expiring January 15, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-136

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Alan J. Goldberg, Christopher M. Johnson, Dorothy L. Milne and Kevin M. Owings as members of Special Service Area No. 24, Clark Street Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Alan J. Goldberg, Christopher M. Johnson, Dorothy L. Milne, and Kevin M. Owings as members of Special Service Area No. 24, the Clark Street Commission, for terms effective immediately and expiring January 15, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-137

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Teresa R. Colon as member of Special Service Area No. 32, Auburn Gresham Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Teresa R. Colon as a member of Special Service Area No. 32, the Auburn Gresham Commission, for a term effective immediately and expiring October 4, 2015, to succeed Mary D. Madison, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2013-141

Office of the City Clerk Document Tracking Sheet

Meeting Date: 12/11/2013
Sponsor(s): Emanuel (Mayor)
Type: Appointment
Title: Appointment of John M. Tunnell as member of Special Service Area No. 60, Albany Park Commission
Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed John M. Tunnell as a member of Special Service Area No. 60, the Albany Park Commission, for a term effective immediately and expiring January 15, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2013-142

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Angela M. Bowman, Louis Eliopoulos, Frank J. Kern and Mirjavad Naghavi as members of Special Service Area No. 60, Albany Park Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Angela M. Bowman, Louis Eliopoulos, Frank J. Kern, and Mirjavad Naghavi as members of Special Service Area No. 60, the Albany Park Commission, for terms effective immediately and expiring January 15, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2013-143

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of James M. Hanson, Michael M. McGarry and Mary J. Rogel as members of Special Service Area No. 61, Hyde Park Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed James M. Hanson, Michael M. McGarry, and Mary J. Rogel as members of Special Service Area No. 61, the Hyde Park Commission, for terms effective immediately and expiring January 15, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-144

Office of the City Clerk Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Anthony D. Fox, Gregory B. Guttman, James M. Hennessy, Allison C. Hartman, George W. Rumsey and Donna L. Trainor as members of Special Service Area No. 61, Hyde Park Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Anthony D. Fox, Gregory B. Guttman, James M. Hennessy, Allison C. Hartman, George W. Rumsey, and Donna L. Trainor as members of Special Service Area No. 61, the Hyde Park Commission, for terms effective immediately and expiring January 15, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-145

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Alfred M. Klairmont and Robert J. Smith III
as members of Special Service Area No. 62, Sauganash
Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

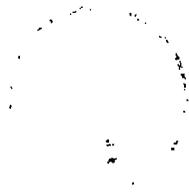
Ladies and Gentlemen:

I have appointed Alfred M. Klairmont and Robert J. Smith III as members of Special Service Area No. 62, the Sauganash Commission, for terms effective immediately and expiring January 15, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



2000



City of Chicago



A2013-146

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Jeanne Marie Jardien, Ann M. Regan and Patrick A. Tarpey as members of Special Service Area No. 62, Sauganash Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

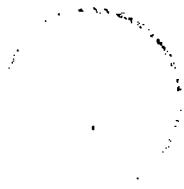
Ladies and Gentlemen:

I have appointed Jeanne Marie Jardien, Ann M. Regan, and Patrick A. Tarpey as members of Special Service Area No. 62, the Sauganash Commission, for terms effective immediately and expiring January 15, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2013-147

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Kathleen W. Mulcahy as member of Special Service Area No. 64, Walden Parkway Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Kathleen W. Mulcahy as a member of Special Service Area No. 64, the Walden Parkway Commission, for a term effective immediately and expiring January 15, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



4

4



City of Chicago



A2013-148

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Felicia Davis as Commissioner of Buildings

Committee(s) Assignment: Committee on Zoning, Landmarks and Building Standards

ZON.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Felicia Davis as Commissioner of Buildings.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



A2013-149

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Scott M. Ando as Chief Administrator of
Independent Police Review Authority

Committee(s) Assignment: Committee on Public Safety



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have appointed Scott M. Ando as Chief Administrator of the Independent Police Review Authority.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor





City of Chicago



O2013-9508

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925

Committee(s) Assignment: Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2014 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

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

WHEREAS, the City through its Mayor's Office has been awarded private grant funds in the amount of \$150,000 by The Joyce Foundation which shall be used for the Gun Violence Prevention Program; and

WHEREAS, the City through its Department of Cultural Affairs and Special Events has been awarded private grant funds in the amount of \$36,000 by the Jazz Institute of Chicago which shall be used for the Chicago Jazz Festival Program; now, therefore,

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

SECTION 1. The sum of \$186,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2014. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

EXHIBIT A
AMENDMENT TO THE 2014 APPROPRIATION ORDINANCE

CODE DEPARTMENT AND ITEM
ESTIMATE OF GRANT REVENUE FOR 2014

Awards from Public and Private Agencies \$ 23,803,000 \$ 23,989,000

	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT
	2014 Anticip'd Grant	2014 Anticip'd Grant	2014 Carryover	2014 Carryover	2014 Total	2014 Total	2014 Total	2014 Total
925 - Grant Funds								
1 <u>Mayor's Office:</u> Gun Violence Prevention		\$ 150,000						\$ 150,000
23 <u>Department of Cultural Affairs and Special Events:</u> Chicago Jazz Festival		36,000						36,000



City of Chicago



O2013-9481

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Amendment of Municipal Code Chapter 2-32 regarding investment policy

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the City Treasurer, I transmit herewith an ordinance amending Chapter 2-32 of the Municipal Code regarding investment policy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

Mayor



ORDINANCE

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

SECTION 1. Section 2-32-520 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored, as follows:

2-32-520 Authorized classes of securities.

The comptroller and treasurer jointly shall have authority to use any and all funds in the city treasury which are set aside for use for particular purposes and not immediately necessary for such purposes, for the purchase of the following classes of securities:

(Omitted text is unaffected by this ordinance)

(b) United States treasury bills and other non-interest bearing general obligations of the United States or United States government agencies when offered for sale ~~in the open market~~ at a price below the face value of same, so as to afford the city a return on such investment in lieu of interest;

(Omitted text is unaffected by this ordinance)

~~(d) Short term discount obligations of the United States government or United States government agencies;~~ Commercial paper which: (1) at the time of purchase, is rated in the highest classification by at least two accredited ratings agencies; and (2) matures not more than 270 days after the date of purchase;

(Omitted text is unaffected by this ordinance)

(f) Certificates of deposit of banks or savings and loan associations designated as municipal depositories which are insured by federal deposit insurance; provided that any amount of the deposit in excess of the federal deposit insurance shall be either: (1) fully collateralized at least 102 percent by: (i) marketable United States government securities marked to market at least monthly; (ii) bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States; or (iii) bonds, notes or other securities constituting a direct and general obligation of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state which are rated in either the AAA or AA rating categories by at least two accredited ratings agencies and maintaining such rating during the term of such investment; ~~or~~ (2) secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment; or (3) fully collateralized at least 102 percent by an irrevocable letter of credit issued in favor of the City of Chicago by the Federal Home Loan Bank, provided that the Federal Home Loan Bank's short-term debt obligations are rated in the highest rating category by at least one accredited ratings agency throughout the term of the certificate of deposit;

(Omitted text is unaffected by this ordinance)

SECTION 2. This ordinance shall be in full force and effect after its passage and publication.



City of Chicago



O2013-9667

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/11/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Chapter 2-32 regarding municipal depositories
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the City Treasurer, I transmit herewith an ordinance amending Chapter 2-32 of the Municipal Code regarding municipal depositories.

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. Section 2-32-400 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored, as follows:

2-32-400 Bids awarded annually – Conditions.

It shall be the duty of the comptroller at least once in each year before the first day of December to advertise for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago and the Chicago Board of Education to be deposited in banks and savings and loan associations provided however, that Chicago local school funds which are designated by the Chicago Board of Education as school internal accounts which, in general, are funds raised and expended for educational programs and benefit of students, are specifically excluded from funds of the Chicago Board of Education that are subject to the provisions of this Article V.

(Omitted text is unaffected by this ordinance)

Such awards shall be made to the highest and best responsible bidder or bidders. The city council shall have the power to reject all bids and to designate as many depositaries as it deems necessary for the protection of the city's interests. Only regularly organized state or national banks insured by the Federal Deposit Insurance Corporation or federal or state savings and loan associations insured by the Federal Savings and Loan Insurance Corporation may be designated as depositaries.

Such depositary designation shall apply, without further action by the city council, to the successor (whether by merger, consolidation, reorganization, sale of assets or otherwise) of a previously designated depositary; provided, however, that any such successor shall comply with the organization and insurance requirements of this section.

SECTION 2. This ordinance shall be effective upon passage and approval.



City of Chicago



O2013-9607

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Expenditure of open space impact fee funds for Jacob Park for creation of park expansion

Committee(s) Assignment: Committee on Special Events, Cultural Affairs and Recreation

SP. EV.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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 under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

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

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

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

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

WHEREAS, the Park District is the owner of parcels of land at Jacob Park, as described on Exhibit A hereto (collectively, the "Property");

WHEREAS, the City and the Park District desire to create park space at the above mentioned parcels (the "Project") for the benefit and use of the general public and the respective Community Area in which they are located; and

WHEREAS, the City desires to grant the Park District impact fee funds to pay for or reimburse development costs associated with constructing park space at the Property; and

WHEREAS, HED desires to provide to the Park District Open Space Fees in an amount not to exceed \$206,400 (the "Grant") for the Project; and to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for

the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into an intergovernmental agreement with the Park District in connection with the Project, in substantially the form attached hereto as Exhibit B, and to provide Open Space Fees proceeds to the Park District in an amount not to exceed \$206,400 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amounts on Exhibit A from the Community Area's Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

EXHIBIT A

DESCRIPTION OF PROJECT

Park Creation Projects

Jacob Park Project

Address:	4658 North Virginia Avenue, Chicago, Illinois 60625 (the "Property")
P.I.N.	13-13-208-025
Community Area:	Lincoln Square
Description of Project:	Park expansion costs to include design, excavation, landscaping, fencing and drainage
Amount of Open Space Fees:	\$206,400

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of _____, 2014 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Housing and Economic Development ("HED"), and the Chicago Park District ("Park District"), a body politic and Corporate of the State of Illinois ("Park District"). Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Lincoln Square Open Space Fees Proceeds") for new dwelling units built in the Community of Lincoln Square ("the Lincoln Square Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS04 131 54 5004 2604; and

WHEREAS, the Park District is the owner of parcels of land at Jacob Park, which are described on Exhibit A hereto (the "Property");

WHEREAS, the City and Park District desire to create new park space at the above parcels (the "Project") for the benefit and use of the general public and the Lincoln Square Community;

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

WHEREAS, HED desires to provide to Park District Open Space Fees Proceeds, in an amount not to exceed \$206,400 (the "Grant") for reimbursement costs associated with the Project; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, on January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

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

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit B (the "Budget"), which budget is hereby approved by HED, and only after Park District has submitted Certificate(s) of Expenditure to HED (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, Park District must submit documentation regarding the applicable expenditures to HED. Delivery by Park District to HED of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

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

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

(c) Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

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

1.3. Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, Park District must repay to the City any such excess Grant funds received by Park District.

1.4. Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by CAPS Code: PS04 131 54 5004 2604. Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify Park District in writing of that occurrence, and Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey.** Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan.** Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit C. No material deviation from the Drawings will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by HED are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by Park District without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule.** Park District has prepared a preliminary schedule for the development and construction of the Project as set forth on Exhibit D (the "Schedule"). No material deviation from the Schedule will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of HED be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use.** The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit B.

4.2. Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Park District, or the Grant. Upon the City's request, Park District will provide evidence of such compliance satisfactory to the City.

4.3. Park District agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

4.4. Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Park District is party or by which it is bound.

4.6. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Park District that would materially impair its ability to perform under this Agreement.

4.7. Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.12. It is the duty of Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

4.13 Failure by Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.14 Independent Contractor

(a) The Park District shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Park District is aware that City policy prohibits City employees from directing any individual to apply for a position with Park District, either as an employee or as a subcontractor, and from directing Park District to hire an individual as an employee or as a subcontractor. Accordingly, Park District must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Park District under this Agreement are employees or subcontractors of Park District, not employees of the City of Chicago. This Agreement is not

intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Park District.

(d) Park District will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight") and also to the head of HED. Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.15 FOIA and Local Records Act Compliance

(a) FOIA. Park District acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("**FOIA**"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Park District receives a request from the City to produce records within the scope of FOIA, then Park District covenants to comply with such request within 48 hours of the date of such request. Failure by Park District to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Park District submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Park District to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Park District mark any such documents as "proprietary, privileged or confidential." If Park District marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Park District acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "**Local Records Act**"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Park District covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

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

INSURANCE TO BE PROVIDED

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

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

Subcontractors performing work or services for Park District must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, Park District must provide or cause to be provided, Automobile Liability Insurance with limits of not less than

\$1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

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

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

6.2. **ADDITIONAL REQUIREMENTS.** Park District must furnish the City of Chicago, Department of Housing and Economic Development, 121 N. LaSalle Street, Room 905, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Park District must submit evidence of insurance acceptable to the City prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Park District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Park District.

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

The coverages and limits furnished by Park District in no way limit Park District's liabilities and responsibilities specified within the Agreement or by law.

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

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

Park District must require all subcontractors to provide insurance required in this Agreement, or Park District may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Park District unless otherwise specified in this Agreement.

If Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

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

SECTION 7. INDEMNIFICATION

Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City will be charged personally by Park District or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 9. DEFAULT AND REMEDIES

9.1. If Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Park District will not be deemed to be in default if it has begun to cure the default within the 30day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

10.1. Pursuant to Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement will be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

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

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

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

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

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement .

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

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

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

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

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

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

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

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or Park District, will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Park District.

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

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

11.14. Foreign Assets Control Lists. Neither Park District, nor any affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For the purposes of this paragraph "Affiliate," when used to indicate a relationship with a specified person or entity, will mean a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity will be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or

in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

11.15. Further Actions. Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

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

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By: _____
Andrew J. Mooney
Commissioner

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

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree
Secretary

EXHIBIT A

Property Description

Jacob Park

Address: 4658 North Virginia Avenue, Chicago, Illinois 60625 (the "Property")

Community Area: Lincoln Square

P.I.N. 13-13-208-025

EXHIBIT B

Budget

Jacob Park: \$206,400

Cost	Item
\$ 5,000.00	Site Preparation
\$ 24,800.00	Removal and Excavation
\$ 86,000.00	Landscaping
\$ 36,000.00	Fencing
\$ 15,000.00	Drainage
\$ 39,600.00	Design and Contingency

EXHIBIT C

Drawings

[To be attached at Closing]

EXHIBIT D

Project Schedule

[To be attached at Closing]

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

My commission expires: _____

Agreed and accepted:

Name

Title: _____

City of Chicago
Department of Housing
and Economic Development

Meg Gustafson
Department of Housing and
Economic Development
City Hall, Room 905
312.744.0524



City of Chicago



O2013-9643

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Expenditure of open space impact fee funds for creation of Park 569 at 1358 W Monroe St

Committee(s) Assignment: Committee on Special Events, Cultural Affairs and Recreation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

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

WHEREAS, on January 18, 2012, the City Council of the City (the "City Council") enacted an ordinance ("Original Ordinance"), published at pages 18500 through 18536 of the Journal of the Proceedings of the City Council for that date, authorizing the Commissioner ("HED Commissioner") of the City's Department of Housing and Economic Development ("HED") and the Commissioner ("2FM Commissioner") of the City's Department of Fleet and Facility Management ("2FM") (which Department is the successor to the City's Department of General Services), and their respective designees, to enter into an intergovernmental agreement with the Park District to assist the Park District's project to build, develop, and operate a new park with dog-friendly features, to be known as Park 569 (the "Project") on land located at 1358 W. Monroe Street in Chicago, Illinois and legally described in the Original Ordinance (the "Property"), which Property is owned by the City; and

WHEREAS, the Original Ordinance authorized: (1) the conveying of the Property to the Park District; (2) providing the Park District a certain amount of tax increment funds from the Central West Redevelopment Area; and (3) providing the Park District an amount not to exceed \$250,000 in certain Open Space Fees (as defined in the Original Ordinance); and

WHEREAS, due to delays in the construction schedule and increases in the environmental remediation and construction costs, the budget for the Project has increased significantly since the enactment of the Original Ordinance and the intergovernmental agreement contemplated in the Original Ordinance has not yet been signed by the parties; and

WHEREAS, the City desires to increase the amount of Open Space Fees committed to the Project by an additional \$195,081.52, for a total of not to exceed \$445,081.52 in Open Space Fees, and to adjust the Project budget (such budget attached hereto as Exhibit A) and the intergovernmental agreement accordingly; now, therefore:

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

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

SECTION 2. The City Council hereby finds that the expenditure of an additional \$195,081.52 of Open Space Fees for the Project as described herein, in addition to the \$250,000 in Open Space Fees committed to the Project in the Original Ordinance, will directly and materially benefit the residents of those Fee-Paying Developments (as defined in the Original Ordinance) from which the Open Space Fees were collected, and approves the use of the additional Open Space Fees for the Project.

SECTION 3. The HED Commissioner or a designee of the HED Commissioner is hereby authorized to provide additional Open Space Fee proceeds to the Park District in an amount not to exceed \$195,081.52 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance (as defined in the Original Ordinance). The Original Ordinance is hereby amended accordingly.

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

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

EXHIBIT A

<u>Purpose</u>	<u>Cost</u>
Paving (asphalt & concrete)	\$75,000
Drinking Fountain w/RPZ	\$20,000
Drainage & Sewer	\$25,000
Site Topography	\$45,000
Fencing (chain link & ornamental)	\$25,000
Seating (benches, picnic tables)	\$15,000
Surfacing (art turf & pea gravel)	\$50,000
Landscaping (trees, shrubs)	\$20,000
Lighting	\$25,000
Site Amenities (water feature, shade pavilion)	\$175,000
Environmental Remediation (tank removal, etc.)	\$240,000
Increased costs since 2010 estimate, including environmental testing fees, remediation, disposal, re-grading of the site	\$195,081.52
Total	\$910,081.52

The Commissioner may approve changes to the preliminary budget, but may not increase the amount of Project Assistance.



City of Chicago



A2013-132

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Thomas W. Gibbons and Margaret A. O'Connell as members of Special Service Area No. 20, Western Avenue Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have reappointed Thomas W. Gibbons and Margaret A. O'Connell as members of Special Service Area No. 20, the Western Avenue Commission, for terms effective immediately and expiring December 1, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2013-138

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/11/2013
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Kathryn V. Welch as member of Special Service Area No. 32, Auburn Gresham Commission
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have reappointed Kathryn V. Welch as a member of Special Service Area No. 32, the Auburn Gresham Commission, for a term effective immediately and expiring October 4, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor





City of Chicago



A2013-139

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Sally R. Wells as member of Special Service Area No. 32, Auburn Gresham Commission

Committee(s) Assignment: Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have reappointed Sally R. Wells as a member of Special Service Area No. 32, the Auburn Gresham Commission, for a term effective immediately and expiring October 4, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



A2013-140

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 12/11/2013

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Jerome P. Jakubco and Thomas M. Fencil as members of Special Service Area No. 38, Northcenter Commission

Committee(s) Assignment: Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 11, 2013

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

Ladies and Gentlemen:

I have reappointed Jerome P. Jakubco and Thomas M. Fencel as members of Special Service Area No. 38, the Northcenter Commission, for terms effective immediately and expiring July 26, 2014.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor