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0435739019

Doc#: 0435739019

Eugene "Gene" Moore Fee: \$402.50

Cook County Recorder of Deeds

Date: 12/22/2004 09:54 AM Pg: 1 of 91

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Code"); and

WHEREAS, On October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 17 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in tax year 1997 through and including tax year 2003 (the "Initial Levy Period"), not to exceed an annual rate of one quarter of one percent (0.25%) of the equalized assessed value of the taxable property in the Initial Area to provide certain special services in and for the Initial Area in addition to the services provided by and to the City of Chicago generally (the "Initial Special Services"); and

WHEREAS, The Initial Levy Period has expired; and

WHEREAS, The City Council determines that it is in the best interests of the City of Chicago (the "City") to establish a special service area to be known and designated as City of Chicago Special Service Area Number 17 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax for a period of ten (10) years in the Area sufficient to produce revenues required to provide those Special Services (the "Services Tax"); and

WHEREAS, The City Council desires to authorize the execution of an agreement with a service provider for the provision of the Special Services in and for the Area in fiscal year 2005; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Findings. The City Council finds and declares as follows:

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- (a) the Area, as established by this ordinance, consists of contiguous territory in the City;
- (b) the City Council adopted an ordinance on November 3, 2004 authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;
- (c) notice of the Public Hearing was given by publication at least once not less than fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a news paper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area, not less than ten (10) days prior to the time set for the Public Hearing. For any properties for which taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property;
- (d) the notice complied with all of the applicable provisions of the Act;
- (e) the Public Hearing was held on November 29, 2004 by the Committee on Finance of the City Council. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City written objections on such issues;
- (f) the Committee on Finance of the City Council has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;
- (g) the Public Hearing was finally adjourned on November 29, 2004;
- (h) the sixty (60) day period as described in Section 27-55 of the Act, in which an objection petition to this ordinance may be filed, commenced on November 29, 2004; and
- (i) the City Council hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

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	Expenditures
Service Provider Agreement for the provision of Special Services	\$312,233
TOTAL BUDGET REQUEST:	\$312,233
Source Of Funding	
Tax levy at a rate not to exceed the sum of one quarter of one percent (.25%) of the equalized, assessed value of taxable property within Special Service Area Number 17	\$297,233
Carry-over funds from previous tax years	\$ 15,000

SECTION 7. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of this ordinance, the sum of Two Hundred Ninety-seven Thousand Two Hundred Thirty-three Dollars (\$297,233) as the amount of the Services Tax for the tax year 2004.

SECTION 8. Commission Authorized. There is hereby established the Central Lake View Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members from a list of nominees submitted by the Central Lake View Merchants Association, Inc., an Illinois not-for-profit corporation (the "Organization"). Of the initial Commission members, five (5) members shall be appointed to serve for two (2) year terms, and four (4) shall be appointed to serve for one (1) year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member from a list of nominees submitted by the Organization. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two (2) years and until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor from a list of nominees submitted by the Organization. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one (1) member as the Chairman of the Commission, and he/she shall serve not more than two (2) successive two (2) year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The

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terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation.

SECTION 9. Powers Of The Commission. The Commission is hereby granted the following powers:

(a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council; and

(b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Service Provider Agreement. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Organization, in substantially the form attached hereto as Exhibit 4 and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 11. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City.

SECTION 12. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk of the City signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the final adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be deemed to be null and void, the Area shall not be created, the Services Tax shall not be levied, and the Service Provider Agreement shall not be entered into or shall be deemed to be null and void and no compensation in connection therewith shall be provided to the Organization.

SECTION 13. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 14. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk"), in

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accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map of the Area and a copy of the public hearing notice attached as Exhibit 5. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 28, 2004, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2004 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 15. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 16. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 17. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

Exhibit 2 referred to in this ordinance printed
on page 37473 of this *Journal*.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Central Lakeview Special Service Area Number 17.

Project Area Boundary Description.

That part of the east half of Section 29, the east half of the northwest quarter of Section 20 and the east half of Section 20, all in Township 40 North, Range 14 East

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of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

beginning at the southwest corner of Lot 4 in John P. Altgeld's Subdivision, according to the plat thereof recorded February 23, 1884 as Document 527043, said point being in the west half of the northeast quarter of said Section 29, on the east line of North Racine Avenue, 100 feet south of the south line of West Belmont Avenue; thence west, on a line drawn perpendicular to the east line of North Racine Avenue to the centerline of North Racine Avenue; thence north along the aforesaid centerline of North Racine Avenue to the westerly extension of the north line of Lots 21 and 28 in Block 8 of Baxter's Subdivision, according to the plat thereof recorded November 16, 1868 (ante-fire); thence east along the aforesaid westerly extension and the north line of Lots 21 and 28 to the west line of North Clifton Avenue; thence north along the west line of North Clifton Avenue to the westerly extension of the south line of Lot 19 in Block 7 of Baxter's Subdivision; thence east along the aforesaid westerly extension and the south line of Lot 19, and its easterly extension, to the east line of a 16 foot north/south alley lying east of and contiguous to Lots 1 through 19 in Block 7 of Baxter's Subdivision; thence south along the aforesaid east line of a 16 foot north/south alley to the southwest corner of Lot 28 in Block 7 of Baxter's Subdivision; thence east along the south line of said Lot 28 to the west line of North Seminary Avenue; thence north along the west line of North Seminary Avenue to the westerly extension of the north line of Lot 19 in Block 6 of Baxter's Subdivision; thence east along the aforesaid westerly extension and the north line of Lot 19, and its easterly extension, to the east line of a 16 foot north/south alley lying east of and contiguous to Lots 1 through 20 in Block 6 of Baxter's Subdivision; thence south along the aforesaid east line of a 16 foot north/south alley to the southwest corner of Lot 30 in Block 6 of Baxter's Subdivision; thence east along the south line of said Lot 30, and its easterly extension, to the southeast corner of Lot 19 in Block 5 of Baxter's Subdivision; thence north along the east line of Lots 1 through 19 in Block 5 of Baxter's Subdivision to the south line of West School Street; thence north across West School Street to the southeast corner of Lot 24 in Block 4 of Baxter's Subdivision, being on the north line of West School Street; thence continuing north along the east line of Lots 1 through 24 in Block 4 of Baxter's Subdivision to the south line of West Roscoe Street; thence north across West Roscoe Street to the southeast corner of Lot 12 in Block 2 of George Cleveland's Subdivision, according to the plat thereof recorded April 10, 1890 as Document 1248687; thence continuing north along the east line of said Lot 12 to the south line of the Chicago Transit Authority right-of-way designated by Permanent Index Number 14-20-502-015; thence west along the aforesaid south line of Chicago Transit Authority right-of-way to the west line of property designated by Permanent Index Number 14-20-502-015; thence north along the aforesaid west line to the north line of the Chicago Transit Authority right-of-way designated by Permanent Index Number 14-20-502-015; thence east along the aforesaid north line of the Chicago Transit Authority right-of-way designated by Permanent

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Index Number 14-20-502-015 to the east line of Lot 12 in Block 2 of George Cleveland's Subdivision; thence north along the northerly extension of the east line of Lot 12 and the east line of Lot 46 in Block 2 of George Cleveland's Subdivision to the south line of West Newport Avenue; thence west along the south line of West Newport Avenue to a line drawn perpendicular to the south line of West Newport Avenue from the southeast corner of Lot 15 in Block 6 of Ernst J. Lehmann's Subdivision, according to the plat thereof recorded July 18, 1885 as Document 640757; thence north along the aforesaid perpendicular line to the southeast corner of Lot 15 in Block 6 of Ernst J. Lehmann's Subdivision; thence northwest along the southwesterly line of a 16 foot southeast/northwest alley lying southwest of and contiguous to Lots 1 through 13 in Block 5, Lots 1 through 12 in Block 5 and Lots 2 through 9 in Block 1 of Ernst J. Lehmann's Subdivision, to the intersection with the north line of a 16 foot east/west alley lying south of and contiguous to Lot 1 in Block 1 of Ernst J. Lehmann's Subdivision; thence west along the aforesaid north line of a 16 foot east/west alley to the easterly line of the Chicago Milwaukee St. Paul and Pacific Railroad; thence northeasterly along the easterly line of said railroad to the south line of West Addison Street; thence west along the south line of West Addison Street to the southerly extension of the east line of Lot 29 in Talbot's Subdivision, according to the plat thereof recorded December 8, 1886 as Document 780095; thence north along the aforesaid southerly extension and the east line of Lot 29 in Talbot's Subdivision to the northeast corner of said Lot 29, being on the southwest line of a 16 foot northwest/southeast alley lying northeast of and contiguous to Lots 29, 30, 58 and 59 in Talbot's Subdivision; thence northwest along the aforesaid 16 foot northwest/southeast alley to the southerly extension of the east line of Lot 8 in said Talbot's Subdivision; thence north along the aforesaid southerly extension and the east line of Lot 8 to the south line of West Waveland Avenue; thence west along the south line of West Waveland Avenue to a line drawn perpendicular to the south line of West Waveland Avenue from the southeast corner of Lot 20 in Emily E. Fordyce's Subdivision, according to the plat thereof recorded May 20, 1905 as Document 3699024; thence north along the aforesaid perpendicular line, across West Waveland Avenue to the southeast corner of said Lot 20 in Emily E. Fordyce's Subdivision, being on the westerly line of a 16 foot northwest/southeast alley lying northeast of and contiguous to Lots 20 through 26 in Emily E. Fordyce's Subdivision; thence northwest along the aforesaid westerly line of a 16 foot northwest/southeast alley to the northeast corner of Lot 26 in Emily E. Fordyce's Subdivision; thence north across a 16 foot east/west alley lying north of and contiguous to the aforesaid Lot 26 to the southeast corner of Lot 9 in said Emily E. Fordyce's Subdivision; thence northwest along the easterly line of Lot 9 to the southeast corner of Lot 8 in Emily E. Fordyce's Subdivision; thence west along the south line of the aforesaid Lot 8 to the east line of North Racine Avenue; thence north along the east line of North Racine Avenue to the southwest line of North Clark Street; thence northwest along the northwesterly extension of the southwest line of North Clark Street, across North Racine Avenue to the southeast corner of Lot 96 in Block 8 of the subdivision of that

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part of Block 8 lying west of Racine Avenue in Edson's Subdivision, according to the plat thereof recorded September 21, 1903 as Document 3444067; thence west along the south line of the aforesaid Lot 96 to the westerly line of a 16 foot northwest/southeast alley lying west of and contiguous to Lots 96 through 100 in the aforesaid subdivision of that part of Block 8 lying west of North Racine Avenue in Edson's Subdivision; thence northwest along the aforesaid westerly line of a 16 foot northwest/southeast alley to the south line of West Grace Street; thence east along the south line of West Grace Street to a line that is 68 feet east of the west line of North Racine Avenue; thence south along the aforesaid line that is 68 feet east of the west line of North Racine Avenue, to the north line of Lot 24 in Block 1 of Buckingham's 2nd Addition to Lakeview, according to the plat thereof recorded October 11, 1887 as Document 881549; thence east along the north line of the aforesaid Lot 24 to the northeast corner of Lot 24; thence southeast along the easterly line of Lots 9 through 24 in Block 1 of Buckingham's 2nd Addition to Lakeview to the southeast corner of Lot 9 in said Block 1 of Buckingham's 2nd Addition to Lakeview; thence south to a bend point in the south line of Lot 8 in Block 1 of Buckingham's 2nd Addition to Lakeview, said bend point is 109.2 feet northeast of the southwesterly corner of said Lot 8; thence southwest along the southerly line of the aforesaid Lot 8 to the northeasterly line of the southwesterly 80 feet of Lots 6 and 7 in Block 1 of Buckingham's 2nd Addition to Lakeview; thence southeast along the aforesaid northeasterly line of the southwesterly 80 feet of Lots 6 and 7 to the southeast line of said Lot 6; thence northeast along the aforesaid southeast line of Lot 6 in Buckingham's 2nd Addition to Lakeview to a bend point in the southerly line of said Lot 6; thence east along the south line of the aforesaid Lot 6, and its easterly extension, to the east line of North Clifton Street; thence south along the east line of North Clifton Street to the southwest corner of Lot 23 in Block 2 of Buckingham's 2nd Addition to Lakeview; thence east along the south line of the aforesaid Lot 23 to the southeast corner of Lot 23, being on the west right-of-way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad; thence north along the aforesaid right-of-way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad to the centerline of West Grace Street; thence east along the aforesaid centerline of West Grace Street to the northerly extension of the east line of North Seminary Avenue, said east line being 80 feet east of the west line of the aforesaid Chicago, Minneapolis, St. Paul and Pacific Railroad; thence south along the aforesaid east line of North Seminary Avenue to the westerly extension of the north line of a 16 foot east/west alley lying north of and contiguous to Lots 26 through 35 in Block 3 of Buckingham's 2nd Addition to Lakeview; thence east along the aforesaid westerly extension and the north line of a 16 foot east/west alley to the northerly extension of the west line of Lot 27 in Block 3 of Buckingham's 2nd Addition to Lakeview; thence south along the northerly extension and the west line of the aforesaid Lot 27 to the south line of the north 40 feet of Lots 26 and 27 in Block 3 of Buckingham's 2nd Addition to Lakeview; thence east along the aforesaid south line of the north 40 feet of Lots 26 and 27, and its easterly extension to the east line of North Kenmore Avenue; thence south along the east line of North Kenmore Avenue to the northwest

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corner of Lot 27 in Block 4 of Buckingham's 2nd Addition to Lakeview; thence east along the north line of the aforesaid Lot 27 to the northeast corner of said Lot 27; thence north along the east line of Lots 25 and 26 to the westerly extension of the north line of Lot 28 in Block 4 of Buckingham's 2nd Addition to Lakeview; thence east along the aforesaid westerly extension and the north line of Lot 28, and its easterly extension, to the east line of a 16 foot north/south alley lying east of and contiguous to Lots 12 and 13 in Block 5 of Buckingham's 2nd Addition to Lakeview, said alley also lies west of and contiguous to Lots 24 through 32 in Trustee's Subdivision of Block 15 of Laffin, Smith and Dyer's Subdivision, according to the plat thereof recorded March 26, 1891 as Document 1439554; thence south along the aforesaid east line of a 16 foot north/south alley to the south line of a 16 foot east/west alley lying north of and contiguous to Lots 33 through 37 in Trustee's Subdivision; thence west along the south line of the aforesaid 16 foot east/west alley to the northwest corner of Lot 35 in said Trustee's Subdivision; thence south along the west line of the aforesaid Lot 35 to the north line of West Addison Street; thence east along the north line of West Addison Street to the northerly extension of the east line of a 16 foot north/south alley lying east of and contiguous to Lots 1 through 24 in Block 1 of Cannell's Sheffield Avenue Addition, according to the plat thereof recorded October 30, 1890 as Document 1363528; thence south along the aforesaid northerly extension and the east line of said 16 foot north/south alley to the north line of West Cornelia Avenue; thence south across West Cornelia Avenue to the intersection of the south line of West Cornelia Avenue with the east line of a 16 foot north/south alley lying east of and contiguous to Lots 1 through 6 in Mitchell and O'Dea's Subdivision, according to the plat thereof recorded July 13, 1916 as Document 5909488, and east of and contiguous to Lots 45 through 49 in Feinberg's Sheridan Drive Addition, according to the plat thereof recorded October 30, 1890 as Document 1363232; Mitchell and O'Dea's Subdivision; thence south along the aforesaid east line of a 16 foot north/south alley to the north line of West Newport Avenue; thence southeast across West Newport Avenue to the northwest corner of Lot 50 in Feinberg's Sheridan Drive Addition; thence southeast along the southwesterly lines of Lots 50, 51 and 131 in said Feinberg's Sheridan Drive Addition to the west line of said Lot 131; thence south along the west line of Lot 131 in Feinberg's Sheridan Drive Addition to the north line of West Roscoe Street; thence east along the north line of West Roscoe Street to the northerly extension of the west line of Lot 76 in Block 1 of Buckingham's Subdivision, according to the plat thereof recorded December 10, 1883 as Document 513280; thence south along the aforesaid northerly extension and the west line of Lot 76 to the southwesterly line of said Lot 76; thence southeast along the southwesterly line of said Lot 78 and the southwesterly line of Lot 14 in Block 1 of Buckingham's Subdivision to the easternmost west line of Lot 14; thence south along the easternmost west line of the aforesaid Lot 14 to the north line of West Buckingham Place; thence east along the north line of West Buckingham Place to the northerly extension of the west line of Lot 59 in Block 2 of Buckingham's Subdivision; thence south along the aforesaid northerly extension and the west line of Lot 59 to the southwest

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line of Lot 59; thence southeast along the southwest line of Lot 59 to the south line of Lot 59; thence east along the south line of Lot 59 to the northerly extension of the west line of Lot 11 in Block 2 of Buckingham's Subdivision; thence south along the aforesaid northerly extension and the west line of Lot 11 to the north line of West Aldine Avenue; thence east along the north line of West Aldine Avenue to the northerly extension of the west line of Lot 14 in Weston's Subdivision, according to the plat thereof recorded March 20, 1872 as Document 19244; thence south along the aforesaid northerly extension and the west line of Lot 14 in Weston's Subdivision to the northeasterly line of North Craft Street; thence southeast along the northeasterly line of North Craft Street to the northwest corner of Lot 4 in Block 1 of Hambleton, Weston and Davies Subdivision, according to the plat thereof re-recorded September 12, 1872 as Document 55679; thence south along the west line of aforesaid Lot 4 to the north line of the south 37.5 feet of said Lot 4; thence east along the aforesaid north line of the south 37.5 feet of Lot 4 to the west line of North Halsted Street; thence south along the west line of North Halsted Street to the north line of the south half of Lot 3 in Block 1 of Hambleton, Weston and Davies Subdivision; thence west along the aforesaid north line of the south half of Lot 3 to the east line of the west half of Lot 3; thence south along the east line of the west half of Lot 3 and Lot 2 in Block 1 of Hambleton, Weston and Davies Subdivision to the north line of the south 24 feet of said Lot 2; thence east along the aforesaid north line of the south 24 feet of Lot 2 to the west line of the east 50.40 feet of said Lot 2; thence south along the west line of the east 50.40 feet of Lots 2 and 1 in Block 1 of Hambleton, Weston and Davies Subdivision to the north line of West Belmont Avenue; thence west along the north line of West Belmont Avenue to the west line of North Clark Street; thence southeast along the west line of North Clark Street to the north line of West Fletcher Street; thence west along the north line of West Fletcher Street to the east line of an 18 foot north/south alley lying west of and contiguous to Lots 1 and 2 in Block 2 of Gehrke & Brauckmann's Subdivision (ante-fire); thence north along the aforesaid east line of an 18 foot north/south alley to the easterly extension of the north line of Lots 3 through 15 in Block 2 of Gehrke & Brauckmann's Subdivision; thence west along the aforesaid easterly extension and the north line of Lots 3 through 15 to the northeast corner of Lot 1 in the subdivision of the west 25 feet of Lot 15 and all of Lots 16 and 17 in Block 2 of Gehrke & Brauckmann's Subdivision; thence south along the east line of Lot 1 and Lot 2 in the aforesaid subdivision of the west 25 feet of Lot 15 and all of Lots 16 and 17 in Block 2 of Gehrke & Brauckmann's Subdivision to the south line of West Fletcher Street; thence west along the south line of West Fletcher Street to the east line of the west 23.0 feet of Lot 24 in Block 3 of Gehrke & Brauckmann's Subdivision; thence south along the aforesaid east line of the west 23.0 feet of Lot 24 to the north line of Lot 21 in Block 3 of Gehrke & Brauckmann's Subdivision; thence west along the aforesaid north line of Lot 21 to the northeast corner of Lot 22 in Block 3 of Gehrke & Brauckmann's Subdivision; thence south along the east line of the aforesaid Lot 22 to the north line of West Barry Avenue; thence east along the north line of West Barry Avenue to the northerly extension of the east line of a

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north/south alley lying west of and contiguous to Lots 1 through 14 in Clark's Subdivision (ante-fire), west of and contiguous to Lots 6 through 10 in Boettner's Subdivision, according to the plat thereof recorded August 1, 1877 as Document 144840, and west of and contiguous to Lot 4 in Wiegleb's Subdivision, according to the plat thereof recorded November 19, 1872 as Document 69088; thence south along the aforesaid northerly extension and the east line of said north/south alley to the north line of West Wellington Avenue; thence south across West Wellington Avenue to the intersection of the south line of West Wellington Avenue with the east line of a 16 foot north/south alley lying east of and contiguous to Lot 2 in Block 1 of the subdivision of part of the west half of Outlot 5, according to the plat thereof recorded October 15, 1894 as Document 217868; thence south along the aforesaid east line of a 16 foot alley to the north line of West Oakdale Avenue; thence south across West Oakdale Avenue to the intersection of the south line of West Oakdale Avenue with the east line of a 16 foot north/south alley lying east of and contiguous to Lots 1 through 4 in Francis M. Barton's Subdivision, according to the plat thereof recorded July 19, 1910 as Document 4597233, and east of and contiguous to the west half of Outlot 5 in Canal Trustee's Subdivision, according to the plat thereof re-recorded September 24, 1877 as Document 151620; thence south along the aforesaid east line of a 16 foot north/south alley to the north line of West George Street; thence south across West George Street to the intersection of the south line of West George Street with the centerline of a vacated 16 foot north/south alley lying east of and contiguous to Lots 29 through 33 in Block 4 of Henry Wolfram's Farm Subdivision, according to the plat thereof re-recorded July 19, 1872 as Document 44212; thence south along the aforesaid centerline of a vacated 16 foot north/south alley to the easterly extension of the south line of Lot 29 in said Block 4 of Henry Wolfram's Farm Subdivision, said easterly extension and the south line of Lot 29 being on the north line of a 16 foot east/west alley; thence south across the aforesaid 16 foot east/west alley to the intersection of the south line of said 16 foot east/west alley with the east line of the west 18 feet of Lot 23 in Block 4 of Henry Wolfram's Farm Subdivision; thence continuing south along the east line of the west 18 feet of Lot 23 in Block 4 of Henry Wolfram's Farm Subdivision to the north line of West Wolfram Street; thence southeast across West Wolfram Street to the northwest corner of Lot 34 in Block 3 of Henry Wolfram's Farm Subdivision; thence south along the west line of the aforesaid Lot 34 to the southwest corner of Lot 34; thence southwesterly to the northeast corner of the west 11 feet of Lot 23 in Block 3 of Henry Wolfram's Farm Subdivision; thence south along the east line of the west 11 feet of the aforesaid Lot 23 and its southerly extension, to the south line of West Diversey Parkway; thence west along the south line of West Diversey Parkway to the southerly extension of the west line of Lot 9 in Block 2 of McConnell Brother's Subdivision, according to the plat thereof recorded May 16, 1881 as Document 327617; thence north along the aforesaid southerly extension and the west line of said Lot 9 to the northwest corner of Lot 9; thence

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west along the north line of Lots 10 and 11 in said Block 2 of McConnell Brother's Subdivision to the southerly extension of the west line of a 16 foot north/south alley lying east of and contiguous to Lots 47 in Block 2 and Lots 11 and 46 in Block 1 of McConnell Brother's Subdivision; thence north along the aforesaid southerly extension and the west line of said 16 foot north/south alley to the south line of West George Street; thence north across West George Street to the intersection of the north line of West George Street with the west line of a 16 foot north/south alley lying west of and contiguous to Lots 1 through 11 in J. Logeman's Subdivision, according to the plat thereof recorded November 14, 1884 as Document 587660; thence north along the aforesaid west line of a 16 foot north/south alley to the south line of West Oakdale Avenue; thence north across West Oakdale Avenue to the intersection of the north line of West Oakdale Avenue with the west line of a 16 foot north/south alley lying west of and contiguous to Lots 1 through 10 in Sickel and Kagebein's Subdivision, according to the plat thereof recorded March 10, 1883 as Document 452979; thence north along the aforesaid west line of a 16 foot north/south alley to the south line of West Wellington Avenue; thence north across West Wellington Avenue to the intersection of the north line of West Wellington Avenue with the west line of a 16 foot north/south alley lying west of and contiguous to Lots 1 through 24 in the subdivision of Block 8 of Outlots 2 and 3 in Canal Trustees Subdivision, according to the plat thereof recorded July 21, 1882 as Document 409582; thence north along the aforesaid west line of a 16 foot north/south alley to the south line of West Barry Avenue; thence north across West Barry Avenue to the intersection of the north line of West Barry Avenue with the west line of a 14.6 foot north/south alley lying west of and contiguous to Lots 1 through 24 in Linderman's Subdivision, according to the plat thereof recorded August 8, 1882 as Document 412729; thence north along the aforesaid west line of a 14.6 foot north/south alley to the northeast corner of Lot 43 in said Linderman's Subdivision; thence west along the north line of said Lot 43 in Linderman's Subdivision and its westerly extension, and continuing west along the north line of Lots 12 and 49 in H. Gill's Subdivision, according to the plat thereof recorded September 18, 1883 as Document 494311 to the east line of North Seminary Avenue; thence south along the east line of North Seminary Avenue to the easterly extension of the south line of a 14 foot east/west alley lying south of and contiguous to Lots 43 through 58 in John P. Altgeld's Subdivision, according to the plat thereof recorded February 23, 1884 as Document 527043; thence west along the aforesaid easterly extension and the south line of a 14 foot east/west alley to the west line of a 16 foot alley lying east of and contiguous to Lots 1 through 24 in said John P. Altgeld's Subdivision; thence north along the aforesaid west line of a 16 foot alley to the southeast corner of Lot 4 in said John P. Altgeld's Subdivision; thence west along the south line of the aforesaid Lot 4 to the east line of North Racine Avenue and the point of beginning, all in the City of Chicago, Cook County, Illinois.

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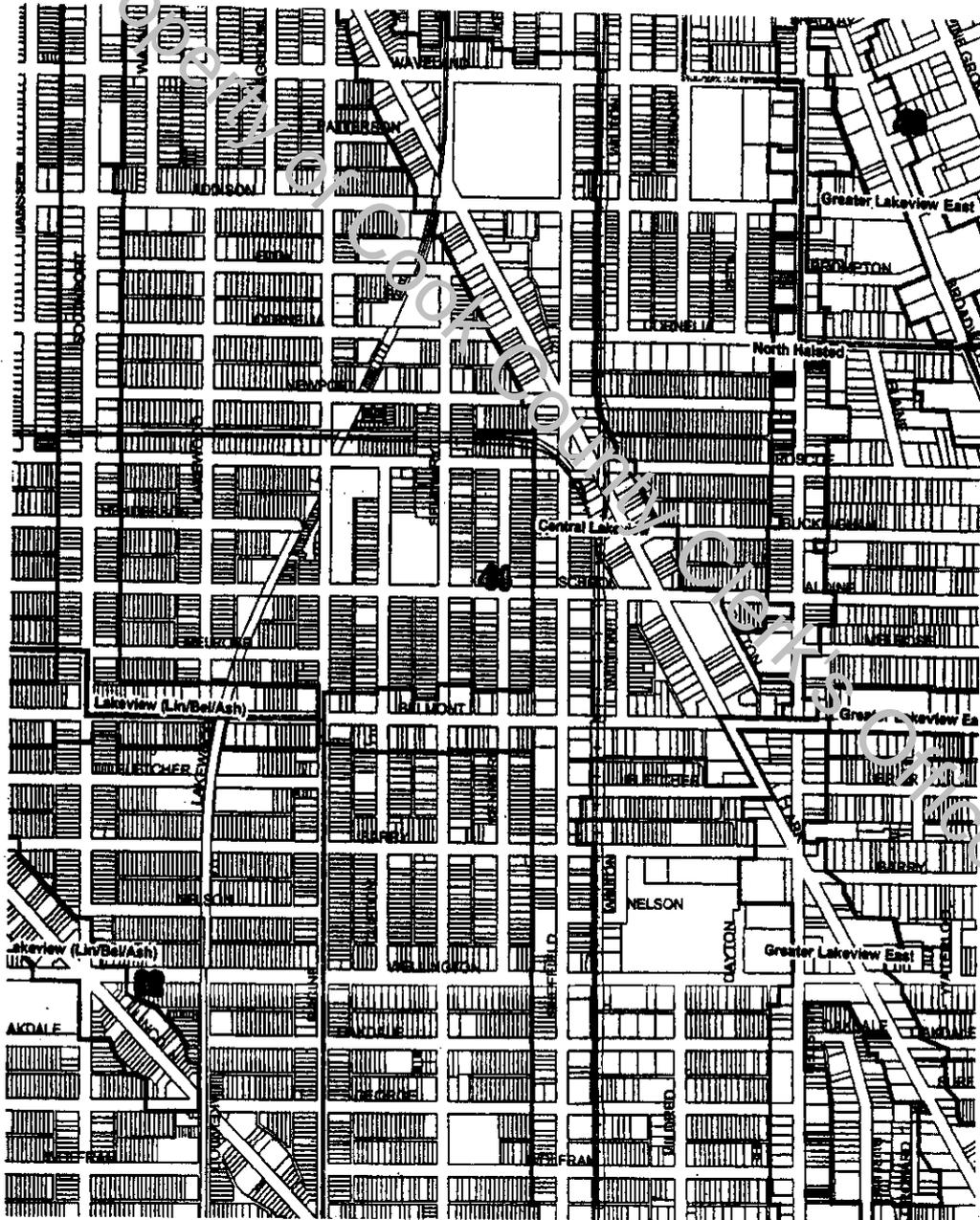
REPORTS OF COMMITTEES

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*Exhibit 2.
(To Ordinance)*

*Central Lakeview Special Service
Area Number 17.*

Boundary Map.



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Exhibit 3.
(To Ordinance)

Central Lakeview Special Service
Area Number 17.

Permanent Index Numbers.
(Page 1 of 8)

Central Lakeview Special Service Area # 17	
	Tax Rate:
	Tax Levy Amount:
COUNT	PINS
1	14-20-118-023-0000
2	14-20-118-024-0000
3	14-20-118-025-0000
4	14-20-118-026-0000
5	14-20-215-001-0000
6	14-20-215-007-0000
7	14-20-215-008-0000
8	14-20-215-009-0000
9	14-20-215-010-0000
10	14-20-215-011-0000
11	14-20-215-012-0000
12	14-20-215-013-0000
13	14-20-215-014-0000
14	14-20-215-015-0000
15	14-20-215-018-0000
16	14-20-215-020-0000
17	14-20-215-021-0000
18	14-20-215-022-0000
19	14-20-215-035-0000
20	14-20-215-036-0000
21	14-20-215-038-0000
22	14-20-216-011-0000
23	14-20-216-012-0000
24	14-20-216-013-0000
25	14-20-216-014-0000
26	14-20-216-015-0000
27	14-20-216-016-0000
28	14-20-216-017-0000
29	14-20-216-018-0000
30	14-20-216-019-0000
31	14-20-216-020-0000
32	14-20-217-023-0000
33	14-20-217-024-0000
34	14-20-217-025-0000
35	14-20-217-026-0000
36	14-20-218-041-0000
37	14-20-218-042-0000
38	14-20-218-043-0000
39	14-20-218-044-0000
40	14-20-218-045-0000
41	14-20-218-046-0000
42	14-20-218-048-0000
43	14-20-219-038-0000
44	14-20-219-039-0000

45	14-20-220-018-0000
46	14-20-224-008-0000
47	14-20-224-009-0000
48	14-20-224-010-0000
49	14-20-224-021-0000
50	14-20-225-030-0000
51	14-20-225-031-0000
52	14-20-225-032-0000
53	14-20-225-033-0000
54	14-20-225-034-0000
55	14-20-225-035-0000
56	14-20-225-036-0000
57	14-20-225-037-0000
58	14-20-225-038-0000
59	14-20-226-001-0000
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61	14-20-226-003-0000
62	14-20-226-004-0000
63	14-20-226-005-0000
64	14-20-226-006-0000
65	14-20-226-001-0000
66	14-20-226-002-0000
67	14-20-226-003-0000
68	14-20-226-004-0000
69	14-20-226-005-0000
70	14-20-226-006-0000
71	14-20-226-007-0000
72	14-20-226-008-0000
73	14-20-226-010-0000
74	14-20-226-011-0000
75	14-20-226-012-0000
76	14-20-226-035-0000
77	14-20-226-036-0000
78	14-20-226-037-0000
79	14-20-226-039-1001
80	14-20-226-039-1002
81	14-20-226-039-1003
82	14-20-226-039-1004
83	14-20-226-039-1005
84	14-20-226-039-1006
85	14-20-228-040-1001
86	14-20-228-040-1002
87	14-20-228-040-1003
88	14-20-228-040-1004
89	14-20-227-001-0000
90	14-20-400-028-0000
91	14-20-400-029-0000
92	14-20-400-030-0000
93	14-20-400-031-0000
94	14-20-400-032-0000
95	14-20-400-033-0000
96	14-20-400-034-0000
97	14-20-402-011-0000
98	14-20-402-012-0000

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REPORTS OF COMMITTEES

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Exhibit 3.
(To Ordinance)

Central Lakeview Special Service
Area Number 17.

Permanent Index Numbers.
(Page 2 of 8)

COUNT	PINS
99	14-20-402-013-0000
100	14-20-402-014-0000
101	14-20-402-015-0000
102	14-20-402-016-0000
103	14-20-402-017-0000
104	14-20-403-001-0000
105	14-20-403-002-0000
106	14-20-403-003-0000
107	14-20-403-004-0000
108	14-20-403-005-0000
109	14-20-403-007-0000
110	14-20-403-008-0000
111	14-20-403-012-0000
112	14-20-403-013-0000
113	14-20-403-014-0000
114	14-20-403-015-0000
115	14-20-403-016-0000
116	14-20-403-017-0000
117	14-20-403-018-0000
118	14-20-403-022-0000
119	14-20-403-023-0000
120	14-20-403-024-0000
121	14-20-403-025-0000
122	14-20-403-032-0000
123	14-20-403-034-0000
124	14-20-403-035-0000
125	14-20-403-036-0000
126	14-20-403-037-0000
127	14-20-403-038-0000
128	14-20-403-040-0000
129	14-20-403-048-0000
130	14-20-403-049-0000
131	14-20-403-051-0000
132	14-20-403-052-0000
133	14-20-403-053-0000
134	14-20-403-054-0000
135	14-20-403-055-0000
136	14-20-403-057-0000
137	14-20-403-059-0000
138	14-20-403-060-0000
139	14-20-403-081-0000
140	14-20-403-082-1001
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146	14-20-403-083-1001
147	14-20-403-083-1002
148	14-20-403-083-1003
149	14-20-403-083-1004

150	14-20-403-083-1005
151	14-20-403-083-1006
152	14-20-403-083-1007
153	14-20-403-083-1008
154	14-20-403-083-1009
155	14-20-403-083-1010
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157	14-20-403-083-1012
158	14-20-403-083-1013
159	14-20-403-083-1014
160	14-20-403-083-1015
161	14-20-403-083-1016
162	14-20-403-083-1017
163	14-20-403-083-1018
164	14-20-403-083-1019
165	14-20-403-083-1020
166	14-20-403-083-1021
167	14-20-403-083-1022
168	14-20-403-083-1023
169	14-20-403-083-1024
170	14-20-403-083-1025
171	14-20-403-084-0000
172	14-20-403-085-0000
173	14-20-404-001-0000
174	14-20-404-002-0000
175	14-20-404-003-0000
176	14-20-404-004-0000
177	14-20-404-005-0000
178	14-20-404-006-0000
179	14-20-404-007-0000
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191	14-20-404-040-1002
192	14-20-404-040-1003
193	14-20-404-040-1004
194	14-20-404-040-1005
195	14-20-404-040-1006
196	14-20-404-041-1001
197	14-20-404-041-1002
198	14-20-404-041-1003
199	14-20-404-041-1004
200	14-20-404-041-1005
201	14-20-404-041-1006
202	14-20-404-041-1007

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(To Ordinance)

Central Lakeview Special Service
Area Number 17.

Permanent Index Numbers.
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COUNT	INDEX NUMBER
203	14-20-409-019-0000
204	14-20-409-020-0000
205	14-20-409-021-0000
206	14-20-409-022-0000
207	14-20-409-023-0000
208	14-20-409-024-0000
209	14-20-409-025-0000
210	14-20-409-026-0000
211	14-20-409-028-0000
212	14-20-409-037-1001
213	14-20-409-037-1002
214	14-20-409-037-1003
215	14-20-409-037-1004
216	14-20-410-001-0000
217	14-20-410-013-0000
218	14-20-410-014-0000
219	14-20-410-015-0000
220	14-20-412-031-0000
221	14-20-412-032-0000
222	14-20-412-033-0000
223	14-20-412-034-0000
224	14-20-412-035-0000
225	14-20-412-041-0000
226	14-20-412-042-0000
227	14-20-413-002-0000
228	14-20-413-003-0000
229	14-20-413-004-0000
230	14-20-413-005-0000
231	14-20-413-024-0000
232	14-20-413-087-0000
233	14-20-413-088-0000
234	14-20-417-024-0000
235	14-20-417-025-0000
236	14-20-417-026-0000
237	14-20-417-027-0000
238	14-20-417-028-0000
239	14-20-417-029-0000
240	14-20-417-030-0000
241	14-20-417-031-0000
242	14-20-417-032-0000
243	14-20-417-035-0000
244	14-20-417-036-0000
245	14-20-417-037-0000
246	14-20-417-038-0000
247	14-20-417-039-0000
248	14-20-417-040-0000
249	14-20-417-041-0000
250	14-20-417-043-1001
251	14-20-417-043-1002
252	14-20-417-043-1003
253	14-20-417-043-1004

254	14-20-417-043-1005
255	14-20-417-043-1006
256	14-20-418-001-0000
257	14-20-418-002-0000
258	14-20-418-003-0000
259	14-20-418-004-0000
260	14-20-418-005-0000
261	14-20-418-006-0000
262	14-20-418-007-0000
263	14-20-418-008-0000
264	14-20-418-009-0000
265	14-20-418-010-0000
266	14-20-418-011-0000
267	14-20-418-012-0000
268	14-20-418-013-0000
269	14-20-418-014-0000
270	14-20-418-015-0000
271	14-20-418-016-0000
272	14-20-418-017-0000
273	14-20-418-018-0000
274	14-20-418-019-0000
275	14-20-418-020-0000
276	14-20-418-021-0000
277	14-20-418-022-0000
278	14-20-418-023-0000
279	14-20-418-024-0000
280	14-20-418-025-0000
281	14-20-418-026-0000
282	14-20-418-027-0000
283	14-20-418-028-0000
284	14-20-418-029-0000
285	14-20-418-030-0000
286	14-20-418-031-0000
287	14-20-418-032-0000
288	14-20-418-034-0000
289	14-20-418-036-0000
290	14-20-418-002-0000
291	14-20-418-004-0000
292	14-20-418-005-0000
293	14-20-418-007-0000
294	14-20-418-008-0000
295	14-20-418-074-1001
296	14-20-418-074-1002
297	14-20-418-074-1003
298	14-20-418-077-0000
299	14-20-419-102-1001
300	14-20-419-102-1002
301	14-20-419-102-1003
302	14-20-419-102-1004
303	14-20-419-102-1005
304	14-20-420-001-0000
305	14-20-420-003-0000
306	14-20-420-004-0000

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REPORTS OF COMMITTEES

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Exhibit 3.
(To Ordinance)

Central Lakeview Special Service
Area Number 17.

Permanent Index Numbers.
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COUNT	PINS
307	14-20-420-061-0000
308	14-20-420-062-0000
309	14-20-420-063-0000
310	14-20-420-064-0000
311	14-20-421-021-0000
312	14-20-421-022-0000
313	14-20-421-023-0000
314	14-20-421-039-0000
315	14-20-422-020-0000
316	14-20-422-021-0000
317	14-20-422-022-0000
318	14-20-422-044-0000
319	14-20-423-036-0000
320	14-20-423-037-0000
321	14-20-423-038-0000
322	14-20-423-046-0000
323	14-20-423-047-0000
324	14-20-423-048-1001
325	14-20-423-048-1002
326	14-20-423-048-1003
327	14-20-423-048-1004
328	14-20-423-048-1005
329	14-20-423-048-1006
330	14-20-423-048-1007
331	14-20-423-048-1008
332	14-20-423-048-1009
333	14-20-423-048-1010
334	14-20-423-048-1011
335	14-20-423-048-1012
336	14-20-423-048-1013
337	14-20-423-048-1014
338	14-20-423-048-1015
339	14-20-423-048-1016
340	14-20-423-048-1017
341	14-20-423-048-1018
342	14-20-423-048-1019
343	14-20-423-048-1020
344	14-20-424-018-0000
345	14-20-424-019-0000
346	14-20-424-020-0000
347	14-20-424-021-0000
348	14-20-424-022-0000
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350	14-20-424-024-0000
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353	14-20-424-028-0000
354	14-20-424-030-0000
355	14-20-424-031-0000
356	14-20-424-032-0000
357	14-20-424-033-0000

358	14-20-424-034-0000
359	14-20-424-035-0000
360	14-20-424-036-0000
361	14-20-424-037-0000
362	14-20-424-038-0000
363	14-20-424-039-0000
364	14-20-424-040-0000
365	14-20-424-043-1001
366	14-20-424-043-1002
367	14-20-424-043-1003
368	14-20-424-043-1004
369	14-20-424-043-1005
370	14-20-424-043-1006
371	14-20-424-044-1001
372	14-20-424-044-1002
373	14-20-424-044-1003
374	14-20-424-044-1004
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377	14-20-425-003-0000
378	14-20-425-004-0000
379	14-20-425-005-0000
380	14-20-425-006-0000
381	14-20-425-007-0000
382	14-20-425-008-0000
383	14-20-425-009-0000
384	14-20-425-010-0000
385	14-20-425-011-0000
386	14-20-425-012-0000
387	14-20-425-014-0000
388	14-20-425-015-0000
389	14-20-425-016-0000
390	14-20-425-017-0000
391	14-20-425-018-0000
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393	14-20-425-020-0000
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397	14-20-425-024-0000
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399	14-20-425-026-0000
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404	14-20-426-031-0000
405	14-20-426-001-0000
406	14-20-426-002-0000
407	14-20-426-005-0000
408	14-20-426-006-0000
409	14-20-426-007-0000
410	14-20-426-008-0000

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Exhibit 3.
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Central Lakeview Special Service
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Permanent Index Numbers.
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COUNT	PINS
411	14-20-426-011-0000
412	14-20-426-012-0000
413	14-20-426-015-0000
414	14-20-426-016-0000
415	14-20-426-017-0000
416	14-20-426-019-0000
417	14-20-426-020-0000
418	14-20-426-021-0000
419	14-20-426-023-0000
420	14-20-426-027-0000
421	14-20-426-028-0000
422	14-20-426-029-0000
423	14-20-426-030-0000
424	14-20-426-031-0000
425	14-20-426-032-0000
426	14-20-426-033-0000
427	14-20-426-034-0000
428	14-20-426-035-0000
429	14-20-426-036-0000
430	14-20-426-039-0000
431	14-20-426-040-0000
432	14-20-426-041-0000
433	14-20-426-042-0000
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435	14-20-426-044-0000
436	14-20-426-045-0000
437	14-20-426-046-0000
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443	14-20-426-052-1001
444	14-20-426-052-1002
445	14-20-426-052-1003
446	14-20-426-052-1004
447	14-20-426-052-1005
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449	14-20-426-053-1001
450	14-20-426-053-1002
451	14-20-426-053-1003
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456	14-20-426-054-1004
457	14-20-426-054-1005
458	14-20-426-054-1006
459	14-20-426-054-1007
460	14-20-426-054-1008
461	14-20-426-054-1009

462	14-20-426-054-1010
463	14-20-426-054-1011
464	14-20-426-054-1012
465	14-20-426-054-1013
466	14-20-426-054-1014
467	14-20-426-054-1015
468	14-20-426-054-1016
469	14-20-426-054-1017
470	14-20-426-054-1018
471	14-20-426-054-1019
472	14-20-426-054-1020
473	14-20-426-054-1021
474	14-20-426-054-1022
475	14-20-426-054-1023
476	14-20-426-054-1024
477	14-20-426-054-1025
478	14-20-426-054-1026
479	14-20-426-054-1027
480	14-20-426-054-1028
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484	14-20-426-054-1032
485	14-20-426-054-1033
486	14-20-426-054-1034
487	14-20-426-054-1035
488	14-20-426-054-1036
489	14-20-426-054-1037
490	14-20-426-054-1038
491	14-20-426-054-1039
492	14-20-426-054-1040
493	14-20-426-054-1041
494	14-20-426-054-1042
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501	14-20-426-054-1049
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503	14-20-426-054-1051
504	14-20-426-054-1052
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506	14-20-426-054-1054
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508	14-20-426-054-1056
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510	14-20-426-054-1058
511	14-20-426-054-1059
512	14-20-426-054-1060
513	14-20-426-054-1061
514	14-20-426-054-1062

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REPORTS OF COMMITTEES

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Exhibit 3.
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Central Lakeview Special Service
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COUNT	PINS
515	14-20-426-054-1083
516	14-20-426-054-1084
517	14-20-426-054-1085
518	14-20-426-054-1086
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617	14-20-204-039-1004
618	14-20-204-039-1005

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619	14-29-204-039-1005
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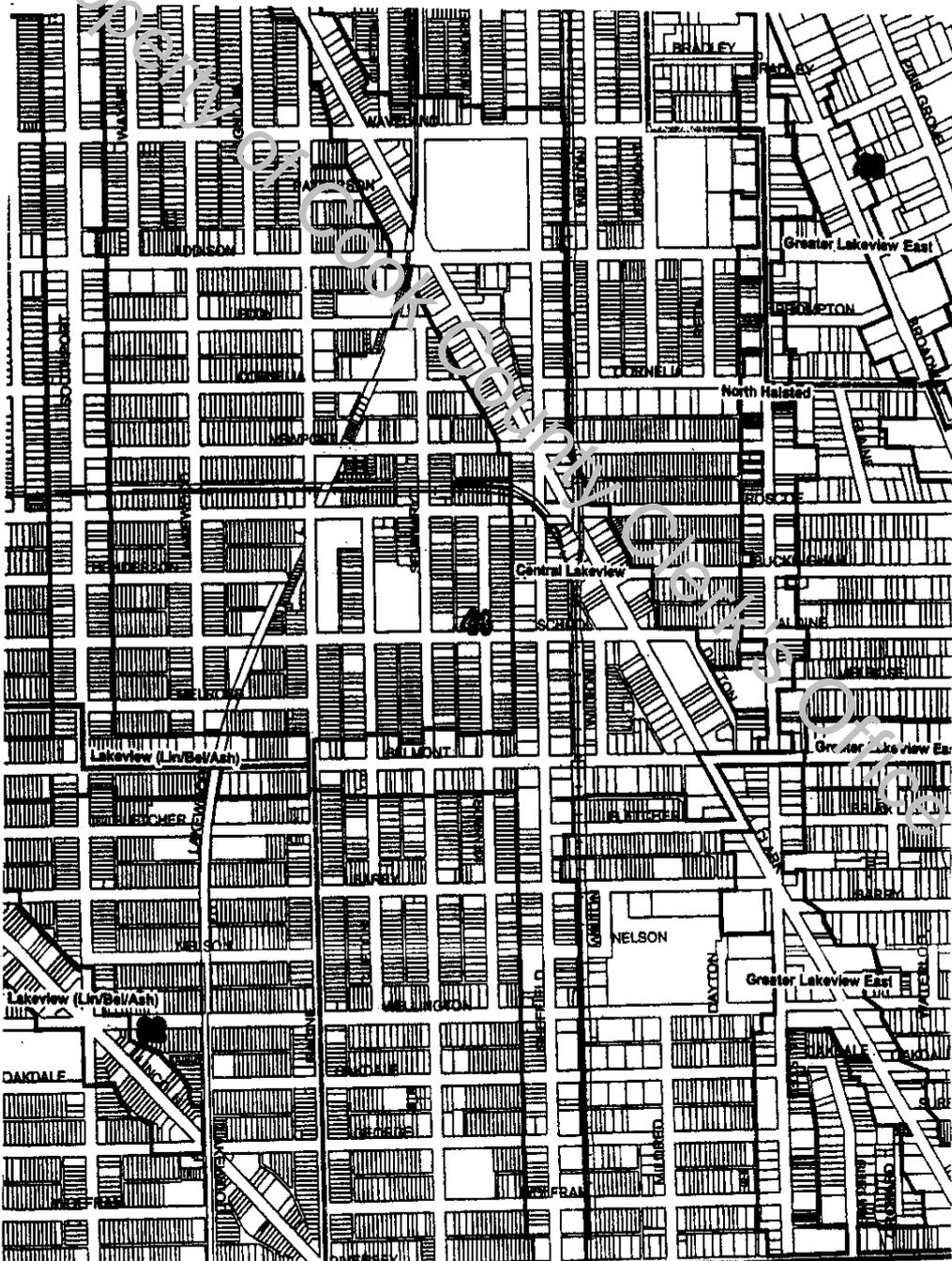
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Exhibit 4.
(To Ordinance)

*Agreement For Special Service Area Number 17
Between*

The City of Chicago

(Represented By The Special Service Area Commission)

And

Central Lakeview Merchants Associations, Inc.

Effective January 1, 2005 Through December 31, 2005.

This Agreement for the management of Special Service Area Number 17 is entered into by and between the Central Lakeview Merchants Association, Inc., an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

RECITALS

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 17" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 0.25% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on _____, 2004, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2005 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2005, and continuing until December 31, 2005, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

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ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agreement" means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or a duly authorized representative of the Commissioner of the Department of Planning and Development.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, the ordinance enacted by City Council on _____, 2004, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

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"**Security Firm**" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Service Tax Funds**" means the amount actually collected pursuant to the Service Tax.

"**Special Service Area Commission ('SSAC')**" means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"**Surplus Funds**" means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

The Services that the Contractor shall provide from January 1, 2005 through December 31, 2005 of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation, and require the prior written approval of the SSAC. The SSAC may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

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3.02 Standard of Performance

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperfomed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel

A. Key Personnel

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

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B. Prevailing Wages

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

3.04 Nondiscrimination

(a) Contractor

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

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(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*(1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 3750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*(1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Consultant must comply with and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, sub contractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

3.05 Insurance

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgement of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if wishes, revise the insurance required herein.

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3.06 Indemnification

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

"City Indemnitees" means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

"Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

"Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor's performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subconsultants, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

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3.07 Records and Audits

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the Department and the SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

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- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to promptly reimburse the City in accordance with Section A or B above is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits and Safety Considerations**A. Licenses and Permits**

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

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B. Safety Considerations

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

3.10 Performance Bond

If the Contractor engages in Construction work where expenditures exceed \$100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

ARTICLE 4 TERM OF SERVICES

This Agreement shall take effect as of January 1, 2005 ("Effective Date") and shall continue through December 31, 2005, or until the Agreement is terminated earlier in accordance with its terms.

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ARTICLE 5 COMPENSATION**5.01 Basis of Payment**

The maximum compensation that the Contractor may be paid under this Agreement is the sum of (a) \$297,233.00 or the total amount of Service Tax Funds actually collected for tax year 2004, whichever is less; and (b) the total amount of Surplus Funds in the amount of \$15,000.00 which are being carried over from previous program years and which the Contractor hereby acknowledges are in its possession.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget for Services

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2005, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2005 may not exceed \$312,233.00, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method of Payment

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. **THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES.** The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

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5.04 Criteria for Payment

The SSAC, in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding

Payments under this Agreement shall be made from Service Tax Funds in fund number _____ and are subject to the availability of funds therein.

5.06 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor 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 whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 6 SPECIAL CONDITIONS

6.01 Warranties and Representations

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

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- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontractors shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and
- G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.
- H. Neither the Contractor 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.

6.02 Economic Disclosure Statement and Affidavit

The Contractor has provided the City with an Economic Disclosure Statement (EDS), which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

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6.03 Conflict of Interest

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-liability of Public Officials

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor

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

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6.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 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 shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one 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" shall 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.

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

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(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) The Base Wage is \$9.43, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.08 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

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ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION**7.01 Events of Default Defined**

The following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;
 - (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (4) discontinuance of the Services for reasons within the Contractor's reasonable control;
 - (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and
 - (6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 30 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 30 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the

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Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following.

- A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.
- B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Contractor's compensation hereunder.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right to Offset

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

7.04 Suspension

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency.

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No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages for Delay

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

ARTICLE 8 GENERAL CONDITIONS

8.01 Entire Agreement

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

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8.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance with All Laws

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

8.05 Compliance with ADA and Other Accessibility Laws

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperfomed as a direct or indirect result of such failure.

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8.06 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.07 Cooperation

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability

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

8.09 Interpretation

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance,

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the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

8.12 Contractor Affidavit

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

ARTICLE 9 NOTICES

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Special Service Area #17
933 West Belmont
Chicago, IL 60657
Attn: Norman J. Groetzinger

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

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With Copies to: Department of Law
 Room 600, City Hall
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attention: Corporation Counsel

If to Contractor: Central Lakeview Merchants Association, Inc.
 933 West Belmont
 Chicago, IL 60657
 Attention: Elizabeth Caldwell

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

 SSAC Chairperson

CITY OF CHICAGO

By: _____
 Commissioner, Department of
 Planning and Development

Approved as to form and legality

 Assistant Corporation Counsel

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CONTRACTOR

By: _____

Its: _____

Attested By: _____

Its: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____
(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____
_____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

(Sub)Exhibits 1, 2, 3, 4, 5, 6, 7 and 8 referred to in this Service Provider Agreement for Special Service Area Number 17 read as follows:

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(Sub)Exhibit 1.

(To Service Provider Agreement For
Special Service Area Number 17)

Central Lake View Merchants Association.

Special Service Area Number 17.

Scope Of Services.

The 2005 Budget will cover the following Scope of Services: (Central Lake View Merchants Association, Sole Service Provider)

Advertising and Promotion:

Publicity -- PR consultant.

Walking map update and distribution.

Web Site -- continual updating.

Maintenance of Area:

Four (4) to five (5) day per week cleaning crew.

Cleaning crew equipment.

Snow removal and other area cleaning.

Street Beautification:

New decorative banners.

Holiday decorations -- banners and lighting.

Light-pole planter installation/maintenance.

Corner planter installation.

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Strategic Planning:

Strategic planning consultant.

Plan for business community future.

Business Retention:

Plan for retaining businesses.

Business recruitment plan.

*(Sub)Exhibit 2.**(To Service Provider Agreement For
Special Service Area Number 17)**Department Of Planning And Development
Proposed Special Service Area Budget.*Special Service Area Name and Number: Number 17 - Central Lake View CommissionChairperson, Special Service Area: Norman Groetzinger Telephone: (Omitted for printing purposes)Sole Service Provider: Central Lake View Merchants AssociationProgram Manager: Elizabeth Caldwell Telephone: (Omitted for printing purposes)Budget Period: From: January 1, 2005 To: December 31, 2005

Item	Year 2004 Levy	Carry-Over	Total 2005 Budget
Advertising and Promotion	\$40,000	0	\$40,000
Street Maintenance	\$65,442	\$ 5,000	\$70,442

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Item	Year 2004 Levy	Carry-Over	Total 2005 Budget
Street Beautification	\$84,442	\$10,000	\$94,442
Strategic Planning	\$30,000	0	\$30,000
Business Retention	\$18,500	0	\$18,500
Administrative Fee for Managing S.S.A. Program	\$43,987	0	\$43,987
Contingency Fund for Uncollected taxes (5% of Budget -- Recommended)	\$14,862	0	\$14,862
TOTAL:	\$297,233	\$15,000	\$312,233

Total Operating Budget: \$312,233

Estimated Tax Levy Rate: 0.25% (D.P.D. use only, do not fill in)

2003 E.A.V.: \$118,893,006

This budget is approved
by the S.S.A. Commission
Chairperson:

Norman J. Groetzinger

Signature

Norman J. Groetzinger

S.S.A. Chairperson
(Print)

September 27, 2004

Date

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(Sub)Exhibit 3.

(To Service Provider Agreement For Special
Service Area Number 17)

*City Of Chicago**Economic Disclosure And Affidavit.*

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

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CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the City's policy to make this document available to the public on its Internet site and/or upon request.

GENERAL INFORMATIONDate this EDS is completed: 10/26/04

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS. Central Lake View Merchants Association/IL

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant.
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

- B. Business address of the Undersigned: 867 W. Buckingham
Chicago, IL
60657
- C. Telephone: (Omitted for printing purposes) Fax: (Omitted for printing purposes) Email: -clma@myLakeView.com
- D. Name of contact person: Larissa Blount-Tyler
- E. Tax identification number (optional): _____

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- F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):
Council approval of annual SSA #17 property tax levy and budget to fund SSA programs and services. Contract authorizes service agreement between City and Central Lake View Merchants Association to administer the SSA tax proceeds.
- G. Is the Matter a procurement? Yes No
- H. If a procurement, Specification # _____ and Contract # _____
- I. If not a procurement:
1. City Agency requesting EDS: Department of Planning + Development
 2. City action requested (e.g. loan, grant, sale of property): City Council approval of tax levy program budget and to enter into SSA #17 service provider agreement between City, acting through its Dept. of Planning + Development and Central Lake View Merchants Association
 3. If property involved, list property location: All properties within SSA #17

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Business corporation	<input type="checkbox"/> Joint venture
<input type="checkbox"/> Sole proprietorship	<input checked="" type="checkbox"/> Not-for-profit corporation
	(Is the not-for-profit corporation also a 501(c)(3))?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> General partnership	<input type="checkbox"/> Other entity (please specify)
<input type="checkbox"/> Limited partnership	_____
2. State of incorporation or organization, if applicable:
ILLINOIS
3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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B. ORGANIZATION INFORMATION**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
Elizabeth Caldwell	Executive Director
"no members"	

Central Lake View Merchants Association Board

Ric Hess	President
David Gassman	Vice-President
Norman Groetzinger	Secretary
Virginia Carstarphen	Treasurer
Jim Schuman	CEO
Larissa Blount-Tyler	Executive Director
Eric Kirsammer	
Talena Eubanks	
Sam Toia	
William Toguri	
Bianca Klein	

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b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
N/A		

b(2). If the Matter is not a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
N/A		

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
N/A		

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

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Name	Business Address	Percentage Interest
------	------------------	---------------------

N/A		

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
------	------------------	---------------------

N/A		

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
------	-------

N/A	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
------	------------------

N/A	

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

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Name	Business Address	Percentage Interest
------	------------------	---------------------

N/A

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name	Business Address	Percentage Interest
------	------------------	---------------------

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means 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; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares 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" does 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.

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B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

 Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION THREE: DISCLOSURE OF RELATED PARTIES**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) a part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below (begin list here, add sheets as necessary):

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
<hr/>			
<hr/>			

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SSA# 17, Retained Parties.

Name	Business Address	Relationship	Fees
O'Brien Publicity/Management	6666 N. Western Avenue Chicago, IL	Consultant	\$12,000. Annually estimated
C. Acton & Associates	P.O. Box 480976 Niles, IL 60714	Accountant	\$1,500 Annually estimated
Ruzicka & Associates	176 Frontage Rd. Normalfield, IL 60093	Accountant	\$3,000 Annually estimated
Lakeview Shelter	835 W. Addison Chicago, IL 60613	Cleaning Crew Contract	\$30,000 Annually estimated
David Gilley	3719 N. Southport Chicago, IL 60613	Web Site Designer/Maintenance	\$10,000 Annually estimated
CTM Brochure Display	774 Industrial Drive Elmhurst, IL 60126	Map Display	\$9,000 Annually estimated
Caruso Consults	1324 W. Hood Chicago, IL 60660	SSA Consultant	\$20,000 Annually estimated Contract terminated 8/15/04

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

SECTION FOUR: CERTIFICATIONS**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

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A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the List.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

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II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

III. FURTHER CERTIFICATIONS

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

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1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clauses (A)(2) of this section;
 4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.
- B. The certifications in subparts B and D concern:**
- the Undersigned;
 - any party participating in the performance of the Matter ("an Applicable Party");
 - any "Affiliated Entity" (meaning an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
 - any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

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Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the Federal government or of any state or local government in the United States of America in that officer's or employee's official capacity;
 2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
 4. violated the provisions of Section 2-92-610 of the Municipal Code (Living Wage Ordinance).
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

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IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the State Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

is
 is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

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V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes No (see attached.)

NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name Business	Address	Nature of Interest

CarusoConsults was a retained party by this organization. The contractual relationship ended on August 15, 2004. CarusoConsults was owned solely by Gina Caruso. Ms. Caruso has since become an employee of the City of Chicago. There is currently no contractual relationship between this organization and Ms. Caruso and there are no moneys owed to Ms. Caruso.

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4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary];

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NA

[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sllln.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

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II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

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- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
 Yes No N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No N/A
- C. Have you (and) with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No N/A

SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at www.ci.chicago.org/Ethics/, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610. (Omitted for printing purposes) The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
 - a. any cash gift or any anonymous gift; and
 - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.

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- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Central Lake View Merchants Association, Inc. Date: 10/26/04
(Print or type name of individual or legal entity submitting this EDS)

By:


(sign here)

Print or type name of signatory:

James Schuman

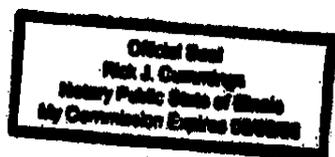
Title of signatory:

C.E.O.

Subscribed to before me on [date] 10-26-04, at Cook County, Illinois [state].

Rick J. Cummings Notary Public.

Commission expires: 5/5/08



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(Sub)Exhibit 4.

(To Service Provider Agreement For
Special Service Area Number 17)

*Contractor Insurance Provisions.**Special Service Area Number 17.**Central Lakeview Merchants Association, Inc.*

The Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.**1) Workers' Compensation And Employer's Liability.**

Workers' Compensation, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: all premises and operations, products/completed operations, separation of insureds and contractual liability (with no limitation endorsement). The City of Chicago is to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide

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Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability.

When any professional consultants (e.g., C.P.A.s, attorneys, architects, engineers, construction managers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime.

Contractor must be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The Contractor may self-insure this exposure.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by the State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must insure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Other Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Community and Neighborhood Development, Room 1003, 121 North LaSalle Street, 60602, original Certificates of Insurance evidencing the required coverages 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. The Contractor must submit evidence of insurance on the City of Chicago Insurance

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Certificate of Coverage Form (copy attached) or equivalent prior to award of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor must not be deemed to be a waiver by the City. The Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance must not relieve Contractor of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work 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 Contractors.

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Agreement.

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

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

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

If Contractor or its subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Coverage Form referred to in these Contractor's Insurance Provisions unavailable at time of printing.]

(Sub)Exhibit 5 referred to in these Contractor's Insurance Provisions constitutes (Sub)Exhibit 5 to the Service Provider Agreement and reads as follows:

*(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 17)*

Security Firm Insurance Provisions.

Special Service Area Number 17.

Central Lakeview Merchants Association, Inc.

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

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

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

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: all premises and operations, products/completed

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operations, separation of insureds and contractual liability (with no limitation and endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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 Security Firm must provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability.

Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Other Requirements.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Security Firm must not be deemed to be a waiver by the Contractor. The Security Firm must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance must not relieve Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance

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conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract 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 Security Firm.

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

The coverages and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

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

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

The Security Firm must require all subcontractors to provide the insurance required herein or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified herein.

If Security Firm desires additional coverages, the Security Firm and each of its subcontractors desiring the additional coverages is responsible for the acquisition and cost.

The Contractor maintains the right to modify, delete, alter or change these requirements.

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(Sub)Exhibit 6.

(To Service Provider Agreement For
Special Service Area Number 17)

Prevailing Wages.

(Page 1 of 9)

Cook County Prevailing Wage For December, 2004.

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER	BLD			35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER	ALL			34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
CEMENT MASON	ALL			35.400	36.650	2.0	1.5	2.0	5.430	4.400	0.000	0.150
CERAMIC TILE FNISHER	BLD			24.150	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.	BLD			30.890	33.390	1.5	1.5	2.0	5.600	5.270	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRIC PWR GRNDMAN	ALL			26.480	39.550	1.5	1.5	2.0	5.130	6.330	0.000	0.140
ELECTRIC PWR LINEMAN	ALL			33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRICIAN	ALL			34.650	37.250	1.5	1.5	2.0	8.100	6.430	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.340
FENCE ERECTOR	ALL			24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER	BLD			29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR	BLD			31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER	ALL			33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
LABORER	ALL			29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
LATHER	BLD			34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
MACHINIST	BLD			34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS	ALL			24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON	BLD			30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT	ALL			34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
OPERATING ENGINEER	BLD 1			37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 2			36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 3			33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	BLD 4			32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	FLT 1			38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 2			36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 3			32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	FLT 4			27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER	HWY 1			35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 2			35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 3			33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 4			31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER	HWY 5			30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER	ALL			32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750

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*(Sub)Exhibit 6.**(To Service Provider Agreement For
Special Service Area Number 17)**Prevailing Wages.**(Page 2 of 9)**Cook County Prevailing Wage For December, 2004.*

PAINTER	ALL	32.100	36.110	1.5	1.5	1.5	5.550	4.900	0.000	0.340
PAINTER SIGNS	BLD	25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER	ALL	34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
PIPEFITTER	BLD	35.000	37.000	1.5	1.5	2.0	6.410	5.600	0.000	0.000
PLASTERER	BLD	31.000	32.500	1.5	1.5	2.0	5.240	6.100	0.000	0.400
PLUMBER	BLD	36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER	BLD	31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER	BLD	35.370	36.040	1.5	1.5	2.0	4.960	7.390	0.000	0.540
SIGN HANGER	BLD	22.980	23.830	1.5	1.5	2.0	4.130	2.240	0.000	0.000
SPRINKLER FITTER	BLD	34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR	ALL	33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
STONE MASON	BLD	30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER	BLD	25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON	BLD	29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON	BLD	29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR	HWY	22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E ALL 1	26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E ALL 2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E ALL 3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E ALL 4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER	BLD	33.500	34.500	1.5	1.5	2.0	4.210	5.840	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pnsn (Pension)
 Vac (Vacation)
 Trng (Training)

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*Prevailing Wages.**(Page 3 of 9)**Explanations.***COOK COUNTY**

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but

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Explanations.

not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

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holding water on diamond or Carborundum blade or saw for setters cutting, use of any saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

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Slurry Truck Conveyor Operation, 2 or 3 man; TEAMSTERS Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoop on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

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Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor; Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Sreed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists; Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

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*Prevailing Wages.**(Page 8 of 9)**Explanations.***OPERATING ENGINEERS -- HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Bed-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments, Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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(Sub)Exhibit 7.

(To Service Provider Agreement For
Special Service Area Number 17)

Performance Bond Form.

[SPECIMEN]

Know All Men By these Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety _____ of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____ lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 20__.

The Condition of the Above Obligation is such, _____. That whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing contract Number _____ And Specification Number _____ all in conformity with said contract, for _____.

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, cost and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person or damage to real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its agents, employees or workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Chief Procurement Officer, and/or by a court of competent

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jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its ability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have given said Contractor, shall be conclusive against each and all parties to this obligations, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within

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one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any change extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20____ (Seal)

Chief Procurement Officer (Seal)

(Seal)

(Seal)

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Approved as to form and legality: _____ (Seal)

Assistant Corporation Counsel

Assistant Corporation Counsel

(Sub)Exhibit 8.

(To Service Provider Agreement For
Special Service Area Number 17)

Contractor Affidavit.

Contractor Name: _____

Special Service Area Number: _____

Agreement ("Agreement"): _____ Agreement
between the City of Chicago and _____ dated _____, relating
to the provision of special services.

Affidavit.

The undersigned, _____, as _____, and on
behalf of _____, having been duly sworn under oath, certifies that in
the year _____, it performed all of the Services described in Exhibit 1 of the
Agreement in accordance with the terms of the Agreement and that it spent all
funds obtained from the City in connection with that Agreement on the Services
described in Exhibit 1.

Nothing in this Affidavit may be construed as limiting Contractor's obligations
under the Agreement. All terms not defined in this Affidavit will be as defined in the
Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on

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behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

Name of Contractor:

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

State of _____

County of _____

Sworn to and acknowledged before me by _____ [name of signatory] as _____ [title] of _____ [name of contracting party] this ____ day of _____, 20__.

Signature of Notary

Exhibit 5.
(To Ordinance)

Public Hearing Notice.

I, Michael H. Dismuke, the authorized agent of the Sun-Times Company do hereby certify that an advertisement, of which the annexed printed slip is a true

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copy, was published on November 10, 2004 to wit: 1 time(s) in all editions of the *Chicago Sun-Times*, a newspaper published in the City of Chicago, County of Cook, and the State of Illinois, and of general circulation throughout said county and state.

In Witness Whereof, And by virtue of authority duly vested in me by the Sun-Times Company, have hereto set my hand this 10th day of November A.D. 2004.

(Signed) Michael H. Dismuke
Authorized Agent of the
Sun-Times Company

Subscribed and sworn to before me
this 10th day of November A.D. 2004.

(Signed) Richard E. Nardini
Notary Public

"Official Seal"

Richard E. Nardini
Notary Public, State of Illinois
My commission expires: July 19, 2008.

[Copy of advertisement which appeared in the *Chicago Sun-Times* of November 10, 2004 attached to this Public Hearing Notice omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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STATE OF ILLINOIS,
County of Cook. ss.

I, JAMES J. LASKI, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office of a re-establishment of Special Service Area Number 17, imposition of tax levy, approval of Year 2005 Budget and execution of Service Provider Agreement.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the eighth (8th) day of December, 2004 and deposited in my office on the eighth (8th) day of December, 2004.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 47, Nay 0.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor did approve and sign said ordinance on the eighth (8th) day of December, 2004.

I DO FURTHER CERTIFY that the said ordinance after the passage thereof by the City Council was printed in pamphlet form, published by authority of the said City Council of the City of Chicago on the fourteenth (14th) day of December, 2004.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this fifteenth (15th) day of December, 2004.

[L.S.]


JAMES J. LASKI, City Clerk.