



City of Chicago



SO2018-8121

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

10/31/2018

Sponsor(s):

Osterman (48)
Burnett (27)
Dowell (3)
Waguespack (32)
Santiago (31)
Moreno (1)
Sadlowski Garza (10)
King (4)
Reboyras (30)
Mell (33)
Taliaferro (29)
Pawar (47)
Thompson (11)
Cappleman (46)
Arena (45)
Tunney (44)
Maldonado (26)
Ervin (28)
Scott, Jr. (24)
Smith (43)

Type:

Ordinance

Title:

Amendment of Municipal Code Title 5 by adding new Chapter 5-13 entitled "Chicago Relocation Plan Ordinance"

Committee(s) Assignment:

Committee on Housing and Real Estate

SUBSTITUTE
ORDINANCE

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

SECTION 1. Title 5 of the Municipal Code is hereby amended by adding a new Chapter 5-13, as follows:

5-13-010 Title.

This chapter shall be known as the "Chicago Relocation Plan Ordinance."

5-13-020 Purpose and Intent.

This chapter shall be liberally construed and applied to achieve its purpose, which is to promote the public welfare by protecting senior tenants, including those senior tenants who need assistive devices or need reasonable accommodations, of affordable housing buildings undergoing renovation and rehabilitation resulting in the temporary relocation or internal transfer of those tenants. The legislative intent of this chapter is to advance the City's vital interest in protecting senior tenants in affordable housing units, including those administered by the CHA, while promoting the habitability of affordable housing by requiring owners and developers to have a written relocation plan prior to receipt of City Funding to ensure that disruptions to those tenants are minimized.

5-13-030 Definitions.

"Affected Tenant" means a Tenant age 55 and older subject to Temporary Displacement or Mandatory Internal Transfer from a Subsidized Dwelling Unit.

"Assistive Device" means an aid, tool, or instrument used by a person with disabilities to assist in activities of daily living. Examples of assistive devices include grab bars, tongs, knobturners, and oven-rack pusher/pullers.

"CHA" means the Chicago Housing Authority.

"City Funding" means any financing appropriated or approved by the City of Chicago after September 1, 2019, for the rehabilitation, demolition, disposition, conversion, redevelopment, or new construction of a residential property, including, but not limited to, bond financing, Low Income Housing Tax Credits, Community Development Block Grant funds, HOME Investment Partnerships Program funds, Tax Increment Financing, and the Affordable Housing Opportunity Fund.

"Covered Building" or "Building" means a residential rental building whose Responsible Party seeks to receive, or is receiving, City Funding for that building and is either: (1) senior-designated housing and has the CHA as Owner, or (2) a residential rental building that contains 24 or more dwelling units designated for Tenants age 55 and older.

"Department" means, unless otherwise indicated, the Chicago Department of Housing or any successor agency.

"Developer" means any person who develops or redevelops a Covered Building or any part thereof, but does not include a lender or any governmental entity.

"Mandatory Internal Transfer" means the required move of a Tenant from one unit to another unit in a Covered Building undergoing renovations.

"Owner" means any person who alone, jointly or severally with others: (1) has legal title to a residential rental building that contains 24 or more dwelling units designated for Tenants of ages 55 and older or any part of that building, with or without accompanying actual possession thereof; or (2) has charge, care, or control of a residential rental building that contains 24 or more dwelling units designated for Tenants of ages 55 and older or any part of that building as owner or agent of the owner. "Owner" includes the owner, his agent for the purpose of managing, controlling, or collecting rents, any other person managing or controlling that building or any part thereof and any person entitled to the control or direction of the management or disposition of a that building, in whole or in part.

"Reasonable Accommodation" has the meaning set forth in the Fair Housing Act, as amended.

"Responsible Party" means an Owner and a Developer, jointly and severally.

"Subsidized Dwelling Unit" means a rental dwelling unit, in a Covered Building, that is made affordable to very low-income, low-income, or moderate-income persons by means of restricted rents or rental assistance as identified by the appropriate local, state, or federal agency overseeing the pertinent housing program.

"Temporary Displacement" means displacement of a Tenant for a period of up to 12 months from a Covered Building.

"Tenant" means a person entitled by written or oral agreement, subtenancy approved by an Owner, or by sufferance, to occupy a dwelling unit to the exclusion of others.

"Tenant Association" means an organization of Tenants of a Covered Building that represents the interests of all Tenants in that Building and is completely independent of that Building's Owner.

"URA" means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5-13-040 Relocation Plan Development and Approval.

(a) Whenever a Responsible Party plans on moving Tenants to a Covered Building, or plans on the Temporary Displacement or Mandatory Internal Transfer of any Tenant, not less than 180 days prior to the planned move or displacement, the Responsible Party shall submit to the Department a relocation assessment checklist and, if there will be Affected Tenants, a relocation plan. When applying for City Funding, a Responsible Party shall submit to the Department its application for City Funding together with its relocation assessment checklist. If there are no Affected Tenants, then this chapter does not require a relocation plan for City Funding.

(b) After receiving a submission required by subsection (a) from a Responsible Party, the Department shall determine whether the Responsible Party's proposal will result in Affected Tenants. The Department shall reject any submission required by subsection (a) if it determines that there are Affected Tenants and the Responsible Party has not included them in the submission, or if the relocation plan is not in compliance with this chapter.

(c) The Responsible Party may amend its submission to reflect and come into compliance with the Department's determination. The Responsible Party shall amend and refine the relocation assessment checklist and relocation plan as needed so that those documents remain accurate and up to date.

(d) No City Funding for the project shall be released unless and until the Department approves the relocation assessment checklist and, if required, the relocation plan. The Department shall only approve applications that comply with this chapter.

(e) The relocation plan shall be submitted to and approved by the Department prior to any Affected Tenant receiving notice of relocation. The Responsible Party may not relocate any Affected Tenant until at least 150 days after the Department has approved the relocation plan.

5-13-050 Notice To Affected Tenants.

(a) After Departmental approval of a relocation assessment checklist and a relocation plan, and at least 120 days prior to the initiation of any relocation activities, a Responsible Party shall:

- (1) post notices,
 - (A) prominently in easily accessible common areas of a Covered Building.

(B) concerning the renovation and rehabilitation of that Building and including a summary of the general relocation plan.

(C) on a regular basis with such information to keep Affected Tenants aware of the relocation process.

(D) which note the date, time, and location of group meetings concerning the relocation.

(E) which give instructions for viewing a copy of the general relocation plan, whether online or prominently displayed and available for Tenant viewing in a convenient location in the concerned Covered Building.

(2) hold at least one group meeting open to all Tenants of a Covered Building.

(b) At least 90 days prior to a relocation of Affected Tenants, a Responsible Party shall notify Affected Tenants of their Mandatory Internal Transfer or Temporary Displacement, including their anticipated moving date, anticipated transfer site, and any other information required by federal, state, or local law.

(c) Between 30 and 40 days prior to the scheduled relocation of Affected Tenants, a Responsible Party shall, as either independent or combined notices:

(1) give Affected Tenants a 30-day reminder notice with the exact moving date, and

(2) notify Affected Tenants that they may schedule a walk-through of the new housing unit with the Responsible Party prior to their scheduled relocation date.

(d) A Responsible Party shall notify each Affected Tenant of any changes in that Affected Tenant's relocation date. Such notice shall be provided to each Affected Tenant at least seven days prior to the scheduled relocation date.

5-13-060 Relocation Coordination.

(a) The Responsible Party shall have as its representative a relocation coordinator for each Covered Building who shall be available to answer relocation-related questions and concerns of Affected Tenants.

(b) The relocation coordinator shall have regular, posted office hours at the Building. If there is no space within the Building to hold a relocation coordinator office, the Responsible Party shall have a relocation coordinator office near the Building and shall provide the Affected Tenants with the address. The relocation coordinator office address shall be listed on all notices.

(c) The relocation coordinator shall hold regular meetings between the construction team, relocation team, management, and, if one exists, the Tenant Association at the Building. These meetings shall be held weekly during the construction phase of the project.

5-13-070 One-on-One Meetings with Tenants.

(a) At least 120 days before relocation begins at the Building, the Responsible Party shall begin meeting with the household of each Affected Tenant to create a moving plan that is clear, has a specific timeline, and meets the household's Reasonable Accommodation and modification needs. During this meeting, the Responsible Party shall provide Affected Tenants with a relocation brochure that includes examples of Reasonable Accommodation requests and all other pertinent information regarding the relocation process, including all applicable Affected Tenant rights associated with the relocation.

(b) Between 7 and 80 days prior to the moving date, a Responsible Party shall meet individually with each Affected Tenant as to the relocation plan for that Affected Tenant.

5-13-080 Damaged Personal Property by Relocation Personnel.

A Responsible Party shall have a grievance process for Affected Tenants whose belongings are damaged or destroyed by movers. This process shall include reimbursement, to be covered by either the Responsible Party or the movers, for items damaged or lost in the move.

5-13-090 Moving Supplies, Reimbursement, Accessibility.

(a) The Responsible Party shall provide an Affected Tenant with moving supplies, including, but not limited to, boxes, tape, insulation, and scissors. The Responsible Party shall retain records of the moving assistance it provides Affected Tenants, including any offer of referral services to help Affected Tenants with packing and unpacking, and any Affected Tenant waiver of this offer of assistance.

(b) As the result of a Mandatory Internal Transfer or Temporary Displacement, the Responsible Party shall directly pay or reimburse each Affected Tenant for the costs of packing and transporting, including insurance as applicable, of that Affected Tenant's belongings, and the cost of any utilities, cable, internet, and other services incurred, within 30 days of the completed move. If 30 days is not feasible, the Responsible Party shall notify the Affected Tenant in writing, stating the date upon which reimbursement will be paid, and shall provide reimbursement within a reasonable timeframe. The amount of the reimbursement shall be identical to and in accordance with the schedules set forth in the URA and 77 Fed. Reg. 30586.

(c) Unless an Affected Tenant whose Subsidized Dwelling Unit has Assistive Devices affirmatively declines, the Responsible Party shall provide those same Assistive Devices in a unit that the Affected Tenant will occupy, prior to occupancy, as a result of a Mandatory Internal Transfer or Temporary Displacement.

5-13-100 Temporary Displacement.

Upon an Affected Tenant's request, the Responsible Party shall make every effort to provide a replacement unit for that Tenant within the same community. If that is not practical, the replacement unit and community shall be similar to, and be located as close to, the original community as possible.

5-13-110 Special Relocation Rights for Daytime Displacement.

(a) This section applies to temporary daytime displacement of Affected Tenants unable to access their units during the daytime but able to return to the unit outside of construction hours.

(b) The Responsible Party shall provide suitable alternate living quarters during daytime hours with kitchen access, meal stipend, or delivery service, comfortably furnished and with some form of diversion, such as television, available.

(c) The Responsible Party shall meet individually with each Affected Tenant to determine any needs related to that Affected Tenant's health or a disability prior to daytime displacement, including ensuring dietary needs are met during the daytime displacement.

(d) Outside of construction hours, the Responsible Party shall ensure that the unit is clean, safe, free from construction debris, and otherwise suitable for habitation.

(e) Outside of construction hours, the relocation coordinator shall conduct routine inspections of the units under construction to ensure that each such unit is clean, safe, and free from construction debris. The coordinator shall be regularly available to address Affected Tenant grievances regarding construction.

5-13-120 Emergency Contingency Plan.

The Responsible Party shall create an emergency contingency plan as part of the relocation plan that details the management of emergencies during the renovation, including, but not limited to, the loss of essential services.

5-13-130 Translation and Interpretation for Limited English Proficient Tenants.

The Responsible Party shall: (1) translate the relocation plan and all notices concerning renovations and relocations into each Affected Tenant's primary language, upon that Affected Tenant's request, and (2) notify Affected Tenants of limited English-proficiency in their primary language that they can request oral interpretation of the relocation plan provided by the Responsible Party.

5-13-140 Public Access to the Relocation Plan.

The Responsible Party shall submit the relocation plan to the Department and to any other federal, state, or local government agencies overseeing the project, shall post that plan on its website, and shall make the plan available in a prominently posted location in the Building.

5-13-150 Right of Return.

If Affected Tenants have a right of return pursuant to other chapters of the Municipal Code, or state or federal law, the relocation plan shall specify how Affected Tenants will be notified of their right to return and the anticipated date by which Affected Tenants will be able to return. The developer shall provide at least quarterly updates to Affected Tenants of any changes to the development timeline.

5-13-160 Enforcement.

(a) The City may deny future requests or applications for City Funding to any Responsible Party that violates this chapter.

(b) An Owner and a Developer shall be jointly and severally liable for any violation of this chapter.

(c) Any person who violates this chapter shall be subject to a fine of not less than \$100 nor more than \$500 for each offense. Each day a violation continues shall constitute a separate offense.

(d) In addition to any fine or penalty imposed by this section, the Corporation Counsel may seek an injunction or other equitable relief in a court of competent jurisdiction to stop any violation of this chapter.

5-13-170 Conflict With State Or Federal Laws.

This chapter shall be construed so as not to conflict with applicable federal or state laws, rules, or regulations.

5-13-180 Exclusions.

(a) This chapter shall not apply to any relocation required as a result of an emergency affecting life safety or rendering the affected premises uninhabitable, or pursuant to court order, or pursuant to the exercise of police power by the City due to threats to health and safety.

(b) This chapter shall not apply to any project that has received, by September 1, 2019, either the approval of City Council, including a bond inducement ordinance, or has a tax credit reservation letter from the Department or its predecessor.

SECTION 2. Severability.

The invalidity or unenforceability of any provisions of this Ordinance shall not affect the validity or enforceability of any other provisions of this Ordinance, which shall remain in full force and effect.

SECTION 3. This ordinance shall be effective sixty days after passage and publication.

HARRY OSTERMAN

Alderman, 48th Ward