



Office of the City Clerk

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Legislation Details (With Text)

File #: O2016-5712
Type: Ordinance **Status:** Passed
File created: 7/20/2016 **In control:** City Council
Final action: 9/14/2016

Title: Second amendment of Tax Increment Financing (TIF) Neighborhood Improvement Program with Neighborhood Housing Services, Inc. to continue administration of 119th and Halsted, 119th/I-57, 63rd/Ashland, Central/West, Englewood Neighborhood and Midwest Programs

Sponsors: Emanuel, Rahm

Indexes: Miscellaneous

Attachments: 1. O2016-5712.pdf, 2. O2016-5712 (V1).pdf

Date	Ver.	Action By	Action	Result
9/22/2016	1	City Council	Signed by Mayor	
9/14/2016	1	City Council	Passed	Pass
9/9/2016	1	Committee on Finance	Recommended to Pass	Pass
7/20/2016	1	City Council	Referred	

ORDINANCE

WHEREAS, the City of Chicago ("City"), pursuant to an ordinance adopted by the City Council on March 29, 2006, established a TIF Neighborhood Improvement program in the 119th and Halsted Redevelopment Project Area ("119th and Halsted Area") to fund improvements to single-family residential properties in the 119th and Halsted Area (the "119th and Halsted Program") and, through the Department of Planning and Development ("DPD"), entered into an agreement ("119th and Halsted NHS Agreement") with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), which 119th and Halsted NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the 119th and Halsted Program; and

WHEREAS, DPD desires to modify the 119th and Halsted Program to i) increase funding by an additional amount not to exceed \$500,000, and ii) enter into an amendment to the 119th and Halsted NHS Agreement to enable NHS to perform certain administrative services for the modified 119th and Halsted Program (such amendment, the "Second Amended 119th and Halsted NHS Agreement," is attached hereto as Exhibit A); and

WHEREAS, the City's obligation to provide funds under the Second Amended 119th and Halsted NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th and Halsted Area, or (ii) any other funds legally available to the City for this purpose;

WHEREAS, the City pursuant to an ordinance adopted by the City Council on March 29, 2006, established a TIF Neighborhood Improvement program in the 119th/I-57 Redevelopment Project Area ("119th/I-57 Area") to fund improvements to single-family residential properties in the 119th/I-57 Area (the "119th/I-57 Program") and, through DPD, entered into an agreement ("119th/I-57 NHS Agreement") with NHS, which 119th/I-57 NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the -119th/I-57 Program; and

WHEREAS, DPD desires to modify the 119th/l-57 Program to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an amendment to the 119th/l-57 NHS Agreement to enable NHS to perform certain administrative services for the modified 119th/l-57 Program (such amendment, the "Second Amended 119th/l-57 NHS Agreement," is attached hereto as Exhibit B); and

WHEREAS, the City's obligation to provide funds under the Second Amended 119th/l-57 NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th/l-57 Area, or (ii) any other funds legally available to the City for this purpose;

WHEREAS, the City, pursuant to an ordinance adopted by the City Council on May 4, 2001, established a TIF Neighborhood Improvement program in the 63rd/Ashland Redevelopment Project Area ("63rd/Ashland Area") to fund improvements to single-family residential properties in the 63rd/Ashland Area (the "63rd/Ashland Program") and, through DPD, entered into an agreement ("63rd/Ashland NHS Agreement") with NHS, which 63rd/Ashland NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the 63rd/Ashland Program, and

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WHEREAS, DPD desires to modify the 63rd/Ashland Program to i) increase funding by an additional amount not to exceed \$500,000, and ii) enter into an amendment to the 63rd/Ashland NHS Agreement to enable NHS to perform certain administrative services for the modified 63rd/Ashland Program (such amendment, the "Second Amended 63rd/Ashland NHS Agreement," is attached hereto as Exhibit C); and

WHEREAS, the City's obligation to provide funds under the Second Amended 63rd/Ashland NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 63rd/Ashland Area, or (ii) any other funds legally available to the City for this purpose;

WHEREAS, the City, pursuant to an ordinance adopted by the City Council on December 12, 2007, established a TIF Neighborhood Improvement program in the Central/West Redevelopment Project Area ("Central/West Area") to fund improvements to single-family residential properties in the Central/West Area (the "Central/West NHS Agreement") and, through DPD, entered into an agreement ("Central/West NHS Agreement") with NHS, which Central/West NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Central/West NHS Agreement; and

WHEREAS, DPD desires to modify the Central/West NHS Agreement to i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Central/West NHS Agreement to enable NHS to perform certain administrative services for the modified Central/West NHS Agreement (such amendment, the "Third Amended Central/West NHS Agreement," is attached hereto as Exhibit D); and

WHEREAS, the City's obligation to provide funds under the Third Amended Central/West NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Central/West NHS Agreement Area, or (ii) any other funds legally available to the City for this purpose;

WHEREAS, the City, pursuant to an ordinance adopted by the City Council on March 10, 2004, established a TIF Neighborhood Improvement program in the Englewood Neighborhood Redevelopment Project Area ("Englewood Neighborhood Area") to fund improvements to single-family residential properties in the Englewood Neighborhood Area (the "Englewood Neighborhood Program") and, through DPD, entered into an agreement ("Englewood Neighborhood NHS Agreement") with NHS, which Englewood Neighborhood NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Englewood Neighborhood Program; and

WHEREAS, DPD desires to modify the Englewood Neighborhood Program to i) increase funding by an

additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Englewood Neighborhood NHS Agreement to enable NHS to perform certain administrative services for the modified Englewood Neighborhood Program (such amendment, the "Fourth Amended Englewood Neighborhood NHS Agreement," is attached hereto as Exhibit E); and

WHEREAS, the City's obligation to provide funds under the Fourth Amended Englewood Neighborhood NHS Agreement will be met through (i) incremental taxes deposited in the

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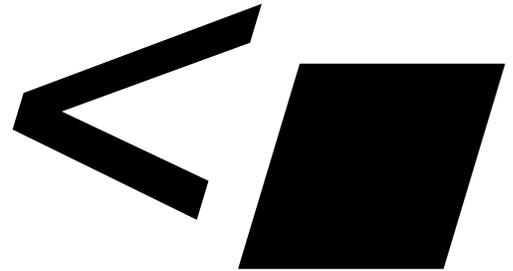
Special Tax Allocation Fund of the Englewood Neighborhood Area, or (ii) any other funds legally available to the City for this purpose;

WHEREAS, the City, pursuant to an ordinance adopted by the City Council on October 31, 2001, established a TIF Neighborhood Improvement program in the Midwest Redevelopment Project Area ("Midwest Area") to fund improvements to single-family residential properties in the Midwest Area (the "Midwest Program") and, through DPD, entered into an agreement ("Midwest NHS Agreement") with NHS, which Midwest NHS Agreement, as amended, continues in full force and effect, pursuant to which NHS is performing certain administrative services for the Midwest Program; and

WHEREAS, DPD desires to modify the Midwest Program to (i) increase funding by an additional amount not to exceed \$1,000,000, and ii) enter into an additional amendment to the Midwest NHS Agreement to enable NHS to perform certain administrative services for the modified Midwest Program (such amendment, the "Third Amended Midwest NHS Agreement," is attached hereto as Exhibit F); and

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WHEREAS, the City's obligation to provide funds under the Third Amended Midwest NHS Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Midwest Area, or (ii) any other funds legally available to the City for this purpose; now, therefore,

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

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

SECTION 2. NHS is hereby designated to continue to administer the 119th and Halsted, the 119th/I-57, the 63rd/Ashland, the Central/West, the Englewood Neighborhood, and the Midwest Programs, subject to the supervision of DPD.

SECTION 3. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the amendments to the agreements between NHS and the City substantially in the form attached hereto as Exhibits A-F and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the amendments. ' ° « * '

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

SECTION 6. This ordinance shall be effective as of the date of its passage.

Exhibit A

Form of Second Amendment to

119th and Halsted NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this _____ day of _____, 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119th and Halsted Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119th and Halsted Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119th and Halsted Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119th and Halsted TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119th and Halsted TIF Area (the "119th and Halsted Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on March 29, 2006, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 119th and Halsted Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 119th and Halsted Program and which authorized NHS to continue to provide administrative services for the expanded 119th and Halsted Program; and

WHEREAS, the City now desires to further amend the Agreement with NHS in order to provide an additional \$500,000 to the 119th and Halsted Program and to authorize NHS to continue to provide administrative services under the expanded 119th and Halsted Program ("Second Amendment"); and

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WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th and Halsted TIF Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2016, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT. AS PREVIOUSLY AMENDED

The Agreement, as previously amended by the First Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$1,500,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,400,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$1,500,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 119th and Halsted TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment

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would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 119th and Halsted TIF Area is \$1,500,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$1,500,000 (or such other amount as the City may determine from time to time).

- c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

- d) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3 (b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

- e) Add the following text to ARTICLE IV, Section 4.3(b):

The \$500,000 in Program Funds authorized pursuant to an ordinance adopted by the City Council on _____, 2016 shall be used to provide Grants to Eligible Homeowners who were placed on the waiting list that was generated from the Lottery conducted on June 2, 2016.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

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IN WITNESS WHEREOF, the City and NHS have executed this First Amendment as of the date first set forth above.

CITY OF CHICAGO

By:
Commissioner
Department of Planning and Development

**NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an
Illinois not-for-profit corporation**

By:

Its:

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Exhibit B

Form of Second Amendment to
119th/I-57 NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this day of , 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 6, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 119th/I-57 Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 119th/I-57 Redevelopment Project Area as a Redevelopment

Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 119th/l-57 Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "119th/l-57 TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 119th/l-57 TIF Area (the "119th/l-57 Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on March 29, 2006, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 119th/l-57 Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 119th/l-57 Program and which authorized NHS to continue to provide administrative services for the expanded 119th/l-57 Program; and

WHEREAS, the City now desires to further amend the Agreement with NHS in order to provide an additional \$1,000,000 to the 119th/l-57 Program and to authorize NHS to continue to provide administrative services under the expanded 119th/l-57 Program ("Second Amendment"); and

WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 119th/l-57 TIF

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Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on 2016, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT. AS PREVIOUSLY AMENDED

The Agreement, as previously amended by the First Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$2,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$2,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 119th/l-57 TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the

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available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 119th/l-57 TIF Area is \$2,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$2,000,000 (or such other amount as the City may determine from time to time).

c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

d) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3 (b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation

Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and NHS have executed this Second Amendment as of the date first set forth above.

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CITY OF CHICAGO

By:
Commissioner
Department of Planning and Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an Illinois not-for-profit corporation

By: Its:

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Exhibit C

Form of Second Amendment to
63rd/Ashland NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Second Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this ___ day of _____, 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 29, 2006: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 63rd/Ashland Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 63rd/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 63rd/Ashland Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "63rd/Ashland TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the 63rd/Ashland TIF Area (the "63rd/Ashland Program") up to a maximum of \$500,000 and, pursuant to an ordinance adopted by the City Council on May 4, 2011, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the 63rd/Ashland Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which modified certain terms and conditions of the 63rd/Ashland Program and which authorized NHS to continue to provide administrative services for the expanded 63rd/Ashland Program; and

WHEREAS, the City now desires to amend the Agreement with NHS in order to provide an additional \$500,000 to the 63rd/Ashland Program and to authorize NHS to continue to provide administrative services under the expanded 63rd/Ashland Program ("Second Amendment"); and

WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the 63rd/Ashland

TIF Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on 2016, the City has approved the execution and delivery of this Second Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT. AS PREVIOUSLY AMENDED

The Agreement is amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$1,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$900,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$1,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the 63rd/Ashland TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to

time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of

this Agreement.

- b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the 63rd/Ashland TIF Area is \$1,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$1,000,000 (or such other amount as the City may determine from time to time).

- c) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3 (b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and NHS have executed this Second Amendment as of the date first set forth above.

CITY OF CHICAGO

By:

Commissioner
Department of Planning and Development

**NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an
Illinois not-for-profit corporation**

By:

Its:

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Exhibit D

Form of Third Amendment to
Central/West NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Third Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this _____ day of _____, 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the CentralAA/Vest Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Central/West Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the CentralAA/est Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "CentralAA/est TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Central/West TIF Area (the "CentralAA/est Program") up to a maximum of \$1,000,000 and, pursuant to an ordinance adopted by the City Council on December 12, 2007, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the CentralAA/est Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment") and a second amendment to the Agreement ("Second Amendment"), each of which modified certain terms and conditions of the CentralAA/est Program and which authorized NHS to continue to provide administrative services for the expanded CentralAA/est Program; and

WHEREAS, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the CentralAA/est Program and to authorize NHS to continue to provide administrative services under the expanded CentralAA/est Program ("Third Amendment"); and

WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the CentralAA/est

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TIF Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2016, the City has approved the execution and delivery of this Third Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT. AS PREVIOUSLY AMENDED

The Agreement, as previously amended by the First Amendment and Second Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$2,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$1,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$2,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the CentralAA/est TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the

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available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the CentralAA/est TIF Area is \$2,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$2,000,000 (or such other amount as the City may determine from time to time).

- c) Substitute the following text for the current text in the last paragraph of ARTICLE IV, Section 4.3 (b):

To accommodate the possibility that additional Selected Applicants will need to be chosen from

eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth above to receive additional Applications.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and NHS have executed this Third Amendment as of the date first set forth above.

CITY OF CHICAGO

By:
Commissioner
Department of Planning and Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an Illinois not-for-profit corporation

By: Its:

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Exhibit E

Form of Fourth Amendment to
Englewood Neighborhood NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Fourth Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this day of , 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Englewood Neighborhood Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Englewood Neighborhood Redevelopment Project

Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Englewood Neighborhood Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Englewood Neighborhood TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Englewood Neighborhood TIF Area (the "Englewood Neighborhood Program") up to a maximum of \$1,500,000 and, pursuant to an ordinance adopted by the City Council on March 10, 2004, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the Englewood Neighborhood Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which provided an additional \$1,500,000 to the Englewood Neighborhood Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

WHEREAS, the City and NHS entered into a second amendment to the Agreement ("Second Amendment"), which provided an additional \$1,000,000 to the Englewood Neighborhood Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

WHEREAS, the City and NHS entered into a third amendment to the Agreement ("Third Amendment"), which provided an additional \$1,000,000 to the Englewood Neighborhood

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Program and which authorized NHS to continue to provide administrative services for the expanded Englewood Neighborhood Program; and

WHEREAS, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the Englewood Neighborhood Program and to authorize NHS to continue to provide administrative services under the expanded Englewood Neighborhood Program ("Fourth Amendment"); and

WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Englewood Neighborhood TIF Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2016, the City has approved the execution and delivery of this Fourth Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED

The Agreement, as previously amended by the First Amendment, Second Amendment and Third Amendment, is further amended as follows:

- (a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$6,000,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$5,800,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS

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pursuant to Section' 6.5, reaches \$6,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands and agrees that the City's obligation to provide Program Funds under this Agreement is expressly conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the Englewood Neighborhood TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

- b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the Englewood Neighborhood TIF Area is \$6,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$6,000,000 (or such other amount as the City may determine from time to time).

- c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and NHS have executed this Fourth Amendment as of the date first set forth above.

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CITY OF CHICAGO

By:
Commissioner
Department of Planning and Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an Illinois not-for-profit corporation

By:

Its:

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Exhibit F

Form of Third Amendment to
Midwest NHS Agreement with
Neighborhood Housing Services of Chicago, Inc.

This Third Amendment to the TIF Neighborhood Improvement Program Agreement (the "Agreement") is made as of this _____ day of _____, 2016 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

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

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area." The redevelopment project area referred to above is referred to herein as the "Midwest TIF Area"; and

WHEREAS, the City, through DPD, established a TIF Neighborhood Improvement program to fund improvements to single-family residential properties in the Midwest TIF Area (the "Midwest Program") up to a maximum of \$2,250,000 and, pursuant to an ordinance adopted by the City Council on October 31, 2001, entered into an agreement with NHS ("Agreement") for NHS to perform certain administrative services for the Midwest Program; and

WHEREAS, the City and NHS entered into a first amendment to the Agreement ("First Amendment"), which provided an additional \$2,500,000 to the Midwest Program and which authorized NHS to continue to provide administrative services for the expanded Midwest Program; and

WHEREAS, the City and NHS entered into a second amendment to the Agreement ("Second

Amendment"), which modified certain terms and conditions of the Midwest Program and which authorized NHS to continue to provide administrative services for the expanded Midwest Program; and

WHEREAS, the City now desires to further amend the Agreement, as previously amended, with NHS in order to provide an additional \$1,000,000 to the Midwest Program and to

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authorize NHS to continue to provide administrative services under the expanded Midwest Program ("Third Amendment"); and

WHEREAS, the City's obligation to provide funds under the Agreement will be met through (i) incremental taxes deposited in the Special Tax Allocation Fund of the Midwest TIF Area, or (ii) any other funds legally available to the City for this purpose; and

WHEREAS, by an ordinance adopted by the City Council of the City on _____, 2016, the City has approved the execution and delivery of this Third Amendment to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I INCORPORATION AND RECITALS

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

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

NHS reaffirms each and every representation, warranty and covenant made in Article III of the Agreement. NHS reaffirms that it has insurance in force that conforms to the requirements of Section 4.9 of the Agreement.

ARTICLE III

AMENDMENTS TO AGREEMENT, AS PREVIOUSLY AMENDED

The Agreement, as previously amended by the First Amendment and Second Amendment, is further amended as follows:

(a) Substitute the following text for the current text in ARTICLE IV, Section 4.2(a):

(a) The total amount of Program Funds shall be up to \$5,750,000. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$5,550,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$5,750,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. Notwithstanding the foregoing, NHS understands

and agrees that the City's obligation to provide Program Funds under this Agreement is expressly

conditioned upon the availability of unencumbered incremental taxes in the Special Tax Allocation Fund for the Midwest TIF Area. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant to Section 6.5, exceeding the available Program Funds in such amount as the City may determine from time to time. No Grants shall be made or committed to be made by NHS hereunder after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) Substitute the following text for the current text in ARTICLE IV, Section 4.2(b):

(b) As of the date of this Agreement, the total amount of funds available hereunder for use in the Midwest TIF Area is \$5,750,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$5,750,000 (or such other amount as the City may determine from time to time).

(c) Substitute the following text for the current text in the definition of "Qualified Family":

"Qualified Family" means a family whose annual household income does not exceed 140 percent of the Median Income.

Except as set forth herein, the Agreement, as previously amended, is not further amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and NHS have executed this Third Amendment as of the date first set forth above.

CITY OF CHICAGO

By:
Commissioner
Department of Planning and Development

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an Illinois not-for-profit corporation

By :
Its:

CHICAGO September 14, 2016

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

An ordinance authorizing the approval of Amendments to the TIF/Neighborhood Improvement Program Agreements for the 119th and Halsted Neighborhood Program, the 119th /I-57 Neighborhood Program, the 63rd/Ashland Neighborhood Program, the Central/West Neighborhood Program, the Englewood Neighborhood Program, and the Midwest Neighborhood Program.

02016-5712

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

**This recommendation was concurred in by
of members of the committee with**

(signed

Respectfully submitted

Chairman

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 20, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an allocation of TIF Funds for the Neighborhood Improvement Program.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

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