



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT . MAYOR

December 14, 2022

TO THE HONORABLE. THE CITY COUNCIL
OF THE CI TY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Regional Transportation Authority regarding the Kimball Station Area Curb Management and Mobility-Plan.

Your favorable consideration of this ordinance will be appreciated.

ORDINANCE

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

WHEREAS, the Regional Transportation Authority (the "RTA") is an Illinois municipal corporation and body politic created under the laws of the State of Illinois' and

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

WHEREAS, pursuant to three ordinances adopted on February 16, 2000, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project, the "Lawrence/Kedzie Plan") for the Lawrence/Kedzie Redevelopment Project Area (the "Lawrence/Kedzie Area") within the City; (ii) designated the Lawrence/Kedzie Area as a redevelopment project area; and (iii) adopted tax increment allocation financing ("Lawrence / Kedzie TIF Adoption Ordinance") for the Lawrence/Kedzie Area; and

WHEREAS, under the Act and under the Lawrence/Kedzie TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Lawrence/Kedzie TIF Fund, established to pay redevelopment project costs incurred within the Lawrence/Kedzie Area, which taxes may be used to pay all or a portion of eligible redevelopment project costs within the Lawrence/Kedzie Area that are incurred or that are to be incurred in furtherance of the objectives of the Lawrence/Kedzie Plan to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act to pay eligible redevelopment project costs; and

WHEREAS, the City and the RTA desire to create a Curb Management and Mobility Plan for the Chicago Transit Authority ("CTA") Kimball Street Station area in Albany Park (the "Plan"); and

WHEREAS, the Kimball Street Station area lies wholly within the boundaries of the Lawrence/Kedzie Area; and

WHEREAS, the RTA has retained a consultant to produce the Plan and the parties have agreed to share the not to exceed \$200,000 consultant cost, with the City's portion being in no event greater than \$110,000; and

WHEREAS, the parties propose to enter into an intergovernmental agreement (the "Agreement") authorizing and setting conditions for each party's contribution and participation in support of the Plan project, with such Agreement being Exhibit A hereto; and

WHEREAS, the City and the RTA have authority to enter into the Agreement pursuant to

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the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, the City plans to fund its contribution under the terms of the Agreement with increment from the Lawrence /Kinzie TIF fund as an eligible developmental project cost; now therefore,

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

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

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of DPD ("Commissioner") or his or her designee is hereby authorized to execute and deliver the Agreement with the RTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the

Agreement.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall take effect upon its passage and approval.

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EXHIBIT A to the Ordinance

Intergovernmental Agreement [See attached]

**INTERGOVERNMENTAL AGREEMENT between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE CITY OF CHICAGO DEPARTMENT OF PLANNING AND
DEVELOPMENT**

Contract No.: IGA- #CP-2022-02

This Intergovernmental Agreement (the "Agreement") is entered into by and between the Regional Transportation Authority (the "RTA"), a municipal corporation created under the laws of the State of Illinois, and the City of Chicago Department of Planning and Development (the "City"), a municipal corporation created under the laws of the State of Illinois, (the RTA and the City are referred to collectively herein as the "Parties").

Section 1. Nature and Purpose of Agreement

Pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended, (5 ILCS 220/1 et seq.), the RTA and the City enter into this Agreement.

The Parties to this Agreement desire to create a Curb Management and Mobility Plan for the Chicago Transit Authority ("CTA") Kimball Station Area in Albany Park (the "Plan"). The City will obtain assistance in completing the following: generating a baseline understanding of existing conditions and problems drawing from data collection, observations, technical analysis, community engagement, and other methods; generating feasible recommendations and identifying implementation pathways for improving the multimodal experience within the Plan area. In furtherance of this objective, the RTA will contract with a consultant (the "Consultant") to work in collaboration with the City to develop the Plan. The Consultant will complete the final version of the Plan in a report that summarizes the major findings and outlines roles and responsibilities for future implementation of the Plan's recommendations.

The RTA and the City each have the statutory authority to conduct, sponsor or participate in the Plan. It is the purpose of this Agreement to set forth the respective understandings, covenants, and obligations of the Parties with respect to the Plan.

Section 2. Execution of the Consultant Agreement

The RTA shall negotiate and enter into an agreement with the Consultant to create the Plan. The agreement will be in an amount not to exceed \$200,000.00.

Section 3. Creating the Plan

The Parties have agreed to jointly undertake this Plan and have established a steering committee (the "Committee") to guide the process of developing the Plan. The Committee is composed of the following members: Chicago Department of Planning and Development (DPD) staff, Chicago Department of Transportation (CDOT) staff, CTA staff, North River Commission staff, 33rd Ward Alderman Rodriguez's office staff, transit riders, as well as other stakeholders.

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The Consultant will create the Plan, and the RTA will provide project management oversight of the Consultant. The Parties will make available relevant resources (e.g., land use plans, redevelopment plans, ridership projections, demographic data, etc.) to assist the RTA and the Consultant in conducting the Plan. The RTA will not be responsible for the completeness or accuracy of any information or data provided to the Consultant by parties other than the RTA.

Section 4. Payment Conditions and Procedures

The RTA is responsible for the payment of all necessary, proper, and allowable costs to the Consultant pursuant to its contract with the Consultant. The City will reimburse the RTA for an amount equal to the lesser of (i) \$110,000 and (ii) 55% of such actual costs incurred by the Consultant in creating the Plan. In no event or circumstance will the City be responsible for any cost or expense under this Agreement or any extension thereof under Section 6 a in excess of \$110,000. The RTA, after receipt of the final invoice from the Consultant, will request such reimbursement from the City. The City, upon receipt of the request for reimbursement, shall honor such request by making payment to the RTA within 30 days of receipt of such request for reimbursement.

Section 4-a City to Use TIF Funds to Reimburse the RTA

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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight using tax increment allocation financing for redevelopment projects.

Pursuant to three ordinances adopted on February 16, 2000, the City Council of the City: (i) approved a certain redevelopment plan and project, the "Lawrence/Kedzie Plan") for the Lawrence/Kedzie Redevelopment Project Area (the "Lawrence/Kedzie Area") within the City; (ii) designated the Lawrence/Kedzie Area as a redevelopment project area; and (iii) adopted tax increment allocation financing ("Lawrence / Kedzie TIF Adoption Ordinance") for the Lawrence/Kedzie Area.

Under the Act and under the Lawrence/Kedzie TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Lawrence/Kedzie TIF Fund, established to pay redevelopment project costs incurred within the Lawrence/Kedzie Area ("Increment") which taxes may be used to pay all or a portion of eligible redevelopment project costs within the Lawrence/Kedzie Area that are incurred or that are to be incurred in furtherance of the objectives of the Lawrence/Kedzie Plan to the extent the municipality by written agreement accepts and approves such costs.

Pursuant to the Lawrence/Kedzie Plan, the City may utilize revenues received under the Act to pay eligible redevelopment project costs. The City intends to use Increment to reimburse RTA as described in Section 4.

Section 5. General Terms and Conditions

a. Amendment.

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The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement.

b. Reserved.

c. Documents Forming this Agreement.

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

d. Warranties and Representations.

In connection with the execution of this Agreement, the City, and the RTA each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

e. Non-liability of Public Officials.

No official, employee or agent of the RTA or the City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement

or because of the City's or the RTA's execution or attempted execution or because of any breach hereof.

f. Counterparts.

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties hereto and once executed, will be deemed an original having identical legal effect.

g. Severability.

If any provisions of this Agreement will be held or deemed to be or will 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 "or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

h. Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in

accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

i. Cooperation.

The City and the RTA agree at all times to cooperate fully with one another in the implementation of this Agreement.

j. Assignment.

Neither the RTA nor the City will assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

k. Force Majeure.

Neither the RTA nor the City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

l. Governing Law.

The Parties agree that, notwithstanding conflict of law principals, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

m. Third Parties.

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the City. All rights and duties between the RTA and the Consultant shall be established by the Consultant contract for the Plan and not by this Agreement.

n. Notices.

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- a) in the case of the RTA:
175 West Jackson Boulevard Suite 1650
Chicago, Illinois 60604
Attention: Robert Morris, Senior Analyst
- b) in the case of the City:
City of Chicago Department of Planning and Development 121 North LaSalle
Street, Suite 1000 Chicago, IL 60602

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Attention: Carmen Martinez

With copies to:

City of Chicago Department of Law
Attention: Finance and Economic Development Division City Hall, Room 600
121 N. LaSalle Street Chicago, Illinois 60602

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

o. Confidentiality.

Any documents, data, records, or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than the RTA or the Chicago Department of Planning and Development without prior written approval by the RTA, except to the extent required by law.

p. Appropriation.

If the term of this Agreement extends beyond the current fiscal year of the RTA (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the RTA's Board of Directors for each subsequent year. If the RTA fails to make such an appropriation, the RTA may terminate this Agreement and the agreement with the Consultant with no

further funds due and owing the Consultant except, pursuant to the Consultant agreement, for compensation for services properly performed to the date of termination to the extent the Authority has funds available and appropriated to pay the Consultant such amount.

q. Audit and Documentation Retention.

Each party, to the extent applicable, shall maintain for a minimum of three years after completion of this Agreement, adequate books, records and supporting documents related to the Agreement and any associated expenditures; the Agreement shall be available for review and audit by each party, their internal or external auditors and/or the Auditor General of the State of Illinois; and each party shall cooperate fully with any audit and provide full access to all relevant materials.

r. Electronic or Digital Signatures.

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The parties hereby agree that this Agreement may be signed by an electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as secure, genuine electronic signatures attributable to the parties executing below, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1) or any successor law.

Section 6. Term/Termination

a. Term

This Agreement will commence as of the date of final execution by both parties and will continue until December 31, 2024. This Agreement may be extended at the sole discretion of the RTA, by advance written notice to the City.

b. Termination

This Agreement may be terminated by either the RTA or the City upon ninety (90) days written notice sent to the other party in accordance with Section 5n. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., the City shall reimburse the RTA pursuant to the terms of Section 4 for any costs paid to the Consultant including termination fees.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as of the last date of execution set forth below, by their duly authorized officers.

City of Chicago Department of Planning Regional Transportation Authority and Development

By:

By:

Name: Maurice D. Cox

Name: Leanne P. Redden

Title: Commissioner

Title: Executive Director

Date: Date:

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