

APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICAGO PARK DISTRICT FOR THE LEASE OF LAND AND THE USE OF CERTAIN ATHLETIC FACILITIES TO BE CONSTRUCTED AS PART OF THE NEW LEE/PASTEUR AREA SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with the Chicago Park District (CPD) for the lease of land located at the northwest corner of Keating and Marquette Roads, upon which a new Lee/Pasteur Area School (School) will be built, and the use of certain athletic facilities (Athletic Facilities) to be constructed as part of the School. A written IGA regarding the lease of the land and the use of the Athletic Facilities is currently being negotiated. The authority granted herein shall automatically rescind in the event an IGA is not executed within 120 days of the date of this Board Report. Information pertinent to this IGA is stated below.

PARTIES:	Board of Education 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-1522	Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500
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PROPERTY TO BE LEASED TO THE BOARD: Approximately 2.31 acres of land, more or less, located at the northwest corner of Keating and Marquette Roads, Chicago, IL as more fully described in Exhibit A attached hereto, shall be leased to the Board by CPD.

TERM OF THE IGA: The IGA shall commence upon the date the agreement is signed and shall end forty (40) years from the date a certificate of occupancy is issued for the School, which term shall automatically renew for three (3) successive forty (40) year periods unless the Board notifies the CPD of its intention not to renew at least 120 days prior to the Renewal Term.

BASIC TERMS OF THE IGA: The IGA will provide for the lease of the land and the use of the Athletic Facilities that are part of the School after construction by the Board. CPD shall receive exclusive usage of some of the Athletic Facilities and shared usage of some of the Athletic Facilities at no cost to the CPD. The parties shall designate in the IGA those Athletic Facilities which shall be exclusive and/or shared and shall formulate a schedule as to the usage of the shared Athletic Facilities. In no event shall CPD have any right to change, alter or reconfigure the Athletic Facilities at the school without the express written consent of the Board. Additionally the Board shall reconfigure the CPD's existing ball fields in the adjacent park land so as to retain five (5) diamonds. The cost for such Athletic Facilities to be used exclusively by CPD and reconfigure of the existing ball fields is approximately \$1,425,000.00

CONSTRUCTION OF NEW BUILDING: The Board shall have the right to construct a new building on the leased land for school purposes only, and to make any and all other improvements upon the land, including, but not limited to a parking lot, recreational facilities, and open space, all at the Board's discretion without further approval of CPD.

RENT: The rent for the term of the ground lease shall be \$1.00 per annum.

FINANCIAL: Charge to Lee/Pasteur Area New School Rental Account - \$1.00 per annum.
Charge to Capital Fund-\$1,425,000.00

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the IGA. Authorize the President and Secretary to execute the IGA. Authorize the Chief Operating Officer to designate and schedule the exclusive and/or shared usage facilities for the IGA and to execute any and all ancillary documents related to this IGA.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Local School Council approval is not applicable to this report.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.


Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



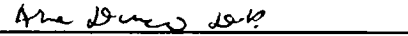
M. Hill Hammock
Chief Operating Officer

Within Appropriation:



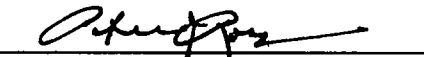
Pedro Martinez
Chief Financial Officer

Approved:



Arne Duncan
Chief Executive Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel

EXHIBIT A**LEGAL DESCRIPTION****(Subject to final title commitment and survey)**

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: (THE WEST LINE OF AFORESAID SOUTHWEST QUARTER BEING "DUE NORTH" FOR THE FOLLOWING COURSES): COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 89° 42' 40" EAST IN THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 00° 17' 20" WEST IN A LINE A DISTANCE OF 58.0 FEET TO A POINT; THENCE NORTH 63° 43' 20" EAST IN A LINE A DISTANCE OF 33.54 FEET TO A POINT 43.0 FEET SOUTH OF, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER THAT IS 150.0 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 42' 40" EAST IN A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 315.0 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG LAST DESCRIBED COURSE SOUTH 89° 42' 40" EAST A DISTANCE OF 167.0 FEET TO A POINT; THENCE NORTH 81° 39' 40" EAST IN A LINE A DISTANCE OF 66.75 FEET TO A POINT, THAT IS 33.0 FEET SOUTH, AT RIGHT ANGLES, TO A POINT IN THE AFORESAID NORTH LINE 698.0 FEET EAST OF THE AFORESAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 42' 40" EAST IN A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID SOUTHWEST QUARTER, A DISTANCE OF 316.78 FEET TO A POINT; THENCE SOUTH 00° 37' 12" WEST 146.97 FEET TO A POINT; THENCE NORTH 90° 00' 00" WEST 21.60 FEET TO A POINT; THENCE SOUTH 04° 45' 49" WEST 6.02 FEET TO A POINT; THENCE SOUTH 90° 00' 00" WEST 27.00 FEET TO A POINT; THENCE NORTH 04° 45' 49" WEST 6.02 FEET TO A POINT; THENCE NORTH 90° 00' 00" WEST 18.50 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST 22.41 FEET FO A POINT; THENCE NORTH 90° 00' 00" WEST 289.61 FEET TO A POINT; THENCE SOUTH 00° 00' 00" WEST 146.67 FEET TO A POINT; THENCE NORTH 90° 00' 00" WEST 132.82 FEET TO A POINT; THENCE SOUTH 71° 04' 51" WEST 13.97 FEET TO A POINT; THENCE SOUTH 54° 30' 56" WEST 13.97 FEET TO A POINT; THENCE SOUTH 35° 17' 29" WEST 18.41 FEET TO A POINT; THENCE SOUTH 13° 24' 28" WEST 18.41 FEET TO A POINT; THENCE SOUTH 02° 27' 58" WEST 7.94 FEET TO A POINT; THENCE NORTH 87° 32' 02" WEST 31.50 FEET TO A POINT; THENCE NORTH 01° 54' 37" EAST (DEED) NORTH 02° 27' 58" (MEASURED) IN A LINE 316.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 100,417 SQ. FT. OR 2.31 ACRES