

AMEND BOARD REPORT 09-0325-OP3**APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE CHICAGO PARK DISTRICT FOR LEASE OF LAND LOCATED AT THE SOUTHEAST CORNER OF LAFLIN AND MONROE STREETS****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a lease agreement with the Chicago Park District for lease of land located at the Southeast corner of Laflin and Monroe Streets for use as a dog-friendly park area. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amended Board Report is necessary to expand the Premises from approximately 5,284 square feet to approximately 7,779.45 square feet to allow for a larger dog-friendly park. A written amendment to the lease is required. The authority granted herein shall automatically rescind in the event amendment is not executed within 90 days from the date of this Board Report

TENANT: Chicago Park District
541 N. Fairbanks Ct.
Chicago, IL 60611
Attn: Mike Kelly
(312)742-4603

LANDLORD: Board of Education of the City of Chicago

PREMISES: Southeast corner of Laflin and Monroe Streets, Chicago, Illinois, consisting of approximately 5,284 7,779.45 square feet, as more fully described on Exhibit A.

USE: Construction of and use as a dog-friendly park area.

TERM: The term of the Lease Agreement shall be for a period commencing upon execution of the agreement and ending 40 years thereafter.

RENT: None.

TENANT IMPROVEMENTS: Tenants at its sole cost and expense, shall construct a dog-friendly park area on the Premises. It is anticipated that a portion of the Premises will be used for the dog-friendly park area and another portion will be used for parking. The Premises shall be fenced off and landscaped. All improvements shall be in accordance with plans and specifications to be submitted to and approved by the Board's Chief Property Operating Officer.

MAINTENANCE: Tenant shall be responsible for all maintenance and repair on the Premises.

INSURANCE/INDEMNIFICATION: The General Counsel shall negotiate all insurance and indemnification provisions in the Lease.

AUTHORIZATION: Authorize the General Counsel to include insurance, indemnification, and other relevant terms and conditions in the written lease agreement and amendment. Authorize the President and Secretary to execute the lease agreement and amendment. Authorize the Chief Property Operating Officer to approve the plans and specifications related to the improvements on the Premises. Authorize the General Counsel to execute any and all ancillary documents required to administer or effectuate this Lease Agreement.

AFFIRMATIVE ACTION: Exempt

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

FINANCIAL: No cost to the Board.

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.

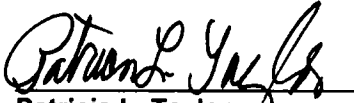
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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



Patricia L. Taylor
Chief Operating Officer

Approved:



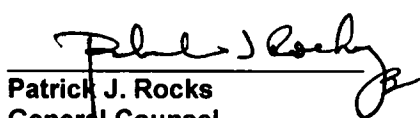
Ron Huberman
Chief Executive Officer

Within Appropriation:



Diana Ferguson
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel

EXHIBIT A

Legal Description (subject to final survey and title commitment)

THAT PART OF LOTS 16, 17 AND 18 IN LAFLIN AND LOOMIS RESUBDIVISION OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 18 AFORESAID; THENCE SOUTH 89° 56' 17" EAST ALONG THE NORTH LINE OF SAID LOTS 74.09 FEET; THENCE SOUTH 00° 05' 31" WEST APPROXIMATELY 105 FEET; THENCE SOUTH 89° 56' 17" WEST 74.09 FEET TO THE WEST LINE OF SAID LOT 18; THENCE NORTH 00° 05' 31" EAST ALONG SAID WEST LINE APPROXIMATELY 105 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Property Area: **7,779.45 Sq. ft. or .178 acres**

Address: **1453-1457 West Monroe Street**

PIN: **17-17-107-001-0000**
17-17-107-002-0000 (partial)