

AMEND BOARD REPORT 03-1119-OP03
**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICAGO HOUSING
 AUTHORITY FOR THE CONVEYANCE OF LAND AT THE HARTIGAN SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the conveyance of land from the Board of Education to the Chicago Housing Authority (CHA) and/or the joining in a plat of dedication of the public right of way in exchange for the conveyance of land from the CHA for parking facilities at the Hartigan School, and approve entering into an Intergovernmental Agreement with the CHA regarding these conveyances ~~and other construction matters~~. The Board shall cause the Public Building Commission (PBC) to join in a plat of dedication of the public right of way and/or to convey to the CHA City of Chicago approximately 11, 615.5 square feet of real estate, more or less. The CHA shall convey to the ~~PBC City of Chicago~~ in Trust for the use of the Schools, on behalf of the Board, approximately 7,746 square feet of real estate, more or less. A written Intergovernmental Agreement (IGA) regarding these conveyances ~~and other construction matters~~ 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:

This Amended Board Report is necessary to add the authority to join in a plat of dedication of the public right of way and to strike references to construction matters.

PARTIES:	Board of Education 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900	Chicago Housing Authority. 626 West Jackson Blvd. Chicago, IL 60661 Contact: Chief Executive Officer Phone: 312-742-8500
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PROPERTY TO BE CONVEYED BY THE PBC TO THE CHA CITY OF CHICAGO: Approximately 11,615.5 square feet, more or less, as more fully described as Swap Parcel 1 on Exhibit A attached hereto.

PROPERTY TO BE CONVEYED BY THE CHA TO THE PBC CITY OF CHICAGO IN TRUST FOR THE USE OF THE SCHOOLS ON BEHALF OF THE BOARD: Approximately 7,746 square feet, more or less, as more fully described as Swap Parcel 2 on Exhibit A attached hereto.

BASIC TERMS OF THE IGA: The IGA will provide for the terms of the conveyances ~~and for the construction of certain parking and other facilities~~ by the Board, the CHA, or other parties to be used by Hartigan School.

AUTHORIZATION: Authorize the General Counsel to execute any and all conveyance documents required to effectuate the conveyances of the Property. 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 PBC to convey the Board's interest in Swap Parcel 1 to the CHA City of Chicago and to join in a plat of dedication of the public right of way.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval 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.

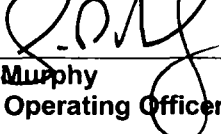
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

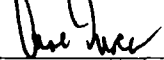
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Sean Murphy
Chief Operating Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Ruth Moscovitch
General Counsel

**ROBERT TAYLOR HOMES
ON-SITE, PHASE A-1**

Legal Descriptions for Proposed Land Swap with Hartigan School

SWAP PARCEL 1

THAT PART VACATED SOUTH DEARBORN STREET LYING NORTH OF WEST ROOT STREET IN NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST ROOT STREET WITH THE WEST LINE OF VACATED SOUTH DEARBORN STREET; THENCE NORTH $01^{\circ}29'43''$ WEST, ALONG SAID WEST LINE, 233.67 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 233.67 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST ROOT STREET; THENCE NORTH $88^{\circ}31'22''$ EAST, ALONG SAID PARALLEL LINE, 53.30 FEET; THENCE SOUTH $01^{\circ}28'34''$ EAST 77.11 FEET; THENCE SOUTH $88^{\circ}31'26''$ WEST, 5.00 FEET; THENCE SOUTH $01^{\circ}28'34''$ EAST 156.56 FEET TO THE NORTH LINE OF WEST ROOT STREET; THENCE SOUTH $88^{\circ}31'22''$ WEST, ALONG SAID NORTH LINE, 48.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 11,662 SQUARE FEET, MORE OR LESS.

SWAP PARCEL 2

THAT PART VACATED SOUTH DEARBORN STREET IN NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS 10 TO 16 IN BLOCK 1 IN W.F. DAY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 4, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 233.67 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST ROOT STREET WITH THE WEST LINE OF VACATED SOUTH DEARBORN STREET; THENCE NORTH $88^{\circ}31'22''$ EAST, ALONG SAID PARALLEL LINE, 53.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}28'34''$ WEST 165.40 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 16; THENCE NORTH $88^{\circ}26'20''$ EAST, ALONG SAID NORTH LINE AND ITS WESTERLY EXTENSION, 46.82 FEET; THENCE SOUTH $01^{\circ}28'34''$ EAST 165.47 FEET TO SAID LINE DRAWN 233.67 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST ROOT STREET; THENCE SOUTH $88^{\circ}31'22''$ WEST, ALONG SAID PARALLEL LINE, 46.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,746 SQUARE FEET, MORE OR LESS.