

September 28, 2011

**REAFFIRM BOARD REPORT 11-0727-OP1
APPROVE ENTERING INTO A RECIPROCAL SHARED USE AGREEMENT
AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT WITH THE CHICAGO PARK DISTRICT
AND TO CONSENT TO THE AMENDMENT OF PLANNED DEVELOPMENT #808 IN CONNECTION
WITH THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES AT
NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The Public Building Commission of Chicago ("PBC") holds title to a portion of the North Grand High School property, adjacent to Kildare Avenue, for the Chicago Board of Education ("Board"). The Chicago Park District ("CPD") owns Greenbaum Park. The City of Chicago has agreed to close a portion of Kildare Avenue between North Grand High School ("School") and Greenbaum Park and to provide funding to CPD for the construction of a new soccer/football field and softball field as shown on Exhibit C ("Athletic Facilities") that will be located on the Board's property described on Exhibit A, on closed Kildare Avenue and on CPD's property described on Exhibit B. CPD has agreed to construct and maintain the Athletic Facilities and to enter into a twenty-five (25) year non-revocable Reciprocal Shared Use Agreement ("Shared Use Agreement") with the Board for joint use of the Athletic Facilities as shown on Exhibit C. The amendment to PD #808 and the Shared Use Agreement will allow CPD and the Board to have shared use of the Athletic Facilities on property partly owned by CPD, the Board and the City. To construct the Athletic Facilities, CPD has requested a temporary construction license on Board property. CPD has also requested use of the School parking lot for weekend and after school programs when the parking lot is not required by the School.

The purpose of this Board Report is to authorize: (1) The Board to enter into a Reciprocal Shared Use Agreement with CPD for the construction and use of the Athletic Facilities on the property described on Exhibits A and B and as shown on Exhibit C; (2) To authorize CPD to use the School parking lot for weekend and after school programs when the parking lot is not required by the School; (3) To authorize CPD to use a portion of the Board's property during the construction of the Athletic Facilities ("Temporary Construction License Agreement"); and (4) To authorize the amendment of PD #808 to include the Athletic Facilities, Kildare Avenue and Greenbaum Park as separate subareas ("Zoning Amendment"). The Reciprocal Shared Use Agreement between the Board and CPD for the joint use of the Athletic Facilities as shown on Exhibit C is currently being negotiated. The authority granted herein shall automatically rescind in the event the Reciprocal Shared Use Agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the Reciprocal Shared Use and Temporary Construction License Agreements and Zoning Amendment are stated as follows.

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| PARTIES: | Board of Education of the City of Chicago 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900 | Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500 |
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CHICAGO BOARD OF EDUCATION PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 2 acres of land described on Exhibit A attached hereto.

CHICAGO PARK DISTRICT PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 1.65 acres of land described on Exhibit B attached hereto.

TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Shall cover the Athletic Facilities to be located on the property described on Exhibits A, B and C attached hereto, including closed Kildare Avenue (approximately .9 acres). Under the Reciprocal Shared Use Agreement, CPD and the Board will have joint use of the Athletic Facilities for twenty-five (25) years, however the Board shall have first priority to use the Athletic Facilities during school hours, for after school classes and programs, practice, interscholastic competition and for intramural games. CPD may use the Athletic Facilities and parking lot at all other times. CPD shall designate a person to act as a scheduler for use of the Athletic Facilities when not used by the Board and may issue permits for the use of the Athletic Facilities for hours when not used by the Board. The Board shall not be required to obtain a permit or pay a fee for its use of the Athletic Facilities. CPD will be responsible for construction, maintenance and all costs related to the use and operation of the Athletic Facilities. The Board shall keep the Athletic Facilities in clean and good condition during its use. If there is damage to the Athletic Facilities beyond ordinary wear and tear, the party responsible for the damage shall repair it. The Board shall have the right, but not the obligation, to maintain the Athletic Facilities on the property described on Exhibit A, if necessary and to seek reimbursement for those costs from the CPD.

TERM: The term of the non-revocable Reciprocal Shared Use Agreement shall commence on the date the agreement is signed and shall end twenty-five (25) years thereafter.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT: The Board will grant CPD a temporary construction license over a portion of North Grand High School for the construction of the Athletic Facilities. The location will be coordinated with the Board's Chief Operating Officer and the Principal and Engineer for North Grand High School. CPD shall repair any damage it causes to the Temporary Construction License Area, including any equipment and return the Temporary Construction License Area to the Board in the same condition it was received.

ZONING AMENDMENT: The Board will authorize the City to expand Planned Development #808 for North Grand High School to include Greenbaum Park and Kildare Avenue as separate subareas.

RELOCATION OF BOARD FACILITIES: The Board will relocate the trash compactor to the Kostner side of the building and construct a new loading facility which requires final permits from the City of Chicago. This work must be substantially completed prior to commencement of Athletic Facility construction. The Department of Operations is proposing in the FY2012 Capital Improvement Budget that the Board authorize an appropriation of \$600,000 to relocate the trash compactor and construct a new loading facility at North Grand High School.

AUTHORIZATION: Authorize the President and the Secretary to execute any and all documents required to effectuate the twenty-five (25) year Reciprocal Shared Use Agreement including CPD's use of the School parking lot for weekend and after school programs when the parking lot is not required by the School. Authorize the Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate the Reciprocal Shared Use and Temporary Construction License Agreements, Zoning Amendment and to obtain permits for the relocation of the trash compactor and existing loading dock facilities at North Grand High School. Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the Reciprocal Shared Use and Temporary Construction License Agreements and in the Zoning Amendment as may be required to construct and use the new Athletic Facilities. Authorize and request the PBC, as title holder, to execute any documents that may be required for the Board to enter into the Reciprocal Shared Use Agreement with the CPD for the property described on Exhibits A, B and C and for the Zoning Amendment.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: To accommodate the new shared Athletic Facilities, the Department of Operations is proposing an appropriation of \$600,000 in the FY2012 Capital Improvement Budget for the relocation of the trash compactor and construction of a new loading facility. No additional funding is required.

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.

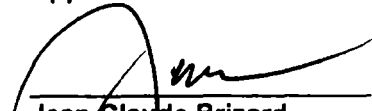
Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Jean-Claude Brizard
Chief Executive Officer

Within Appropriation:


Melanie A. Shaker
Interim Chief Financial Officer

Approved as to legal form:


Patrick J. Rocks
General Counsel

EXHIBIT A

BOUNDARY DESCRIPTION OF THE CHICAGO BOARD OF EDUCATION'S PROPERTY TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO PARK DISTRICT FOR ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

A RECTANGULAR PARCEL OF LAND APPROXIMATELY 247 FEET BY 354 FEET IN SIZE, LOCATED WITHIN LOTS 8, 9, 10 AND 11 INCLUSIVE IN SCHWINN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN#: 13-34-416-022-0000 (PARTIAL)

APPROXIMATE ADDRESS: 1734 N. KILDARE

AREA: APPROXIMATELY 2 ACRES

**BOUNDARY DESCRIPTION AND ACREAGE TO BE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT B

BOUNDARY DESCRIPTION OF THE CHICAGO PARK DISTRICT'S LAND TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO BOARD OF EDUCATION FOR THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

LOTS 2 THROUGH 24, INCLUSIVE IN BLOCK 19 OF GARFIELD, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 40 NORTH RANGE 13 EAST (EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 OF THE SOUTH 1,295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN #: 13-34-417-002

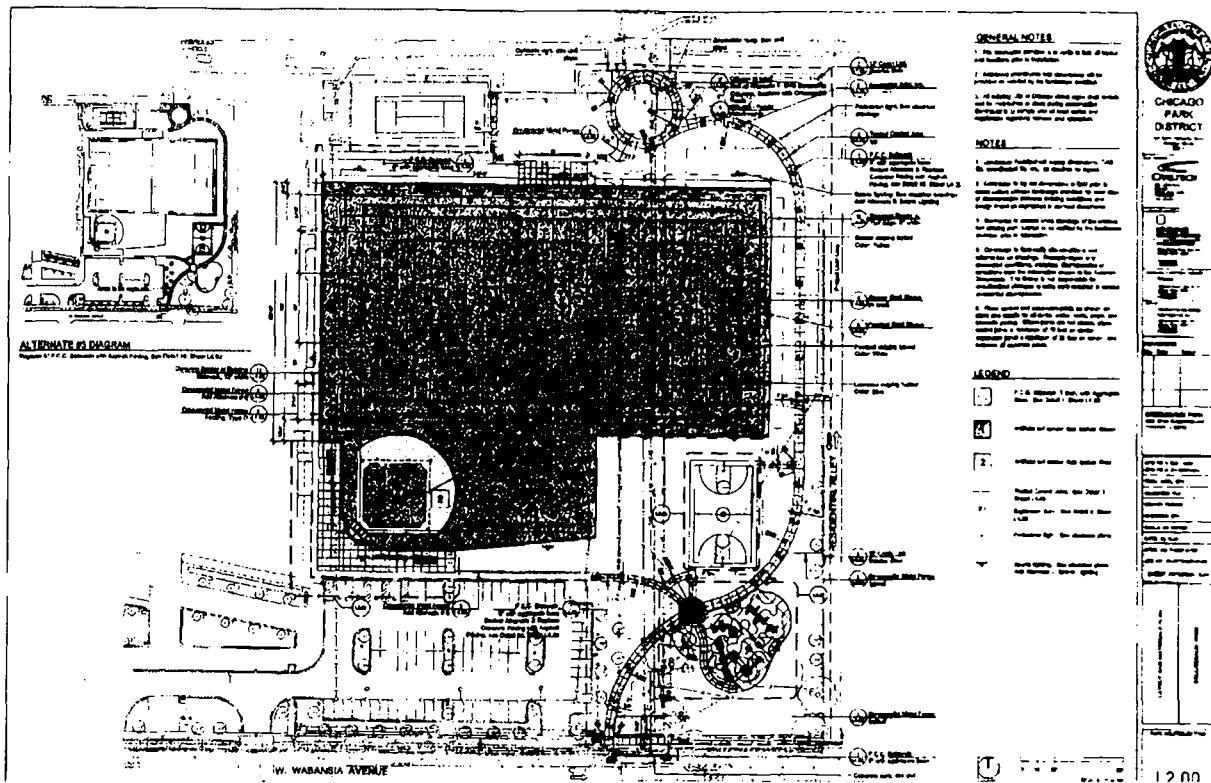
COMMONLY KNOWN AS: 4300 W. WABANSIA AVENUE – GREENBAUM PARK

AREA: 71,874 SQ. FT. = 1.65 ACRES

**BOUNDARY DESCRIPTION AND ACREAGE MAYBE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT C

**CONCEPTUAL SITE PLAN FOR
NORTH GRAND HIGH SCHOOL - GREENBAUM PARK ATHLETIC FACILITIES**



**SHARED FACILITIES ARE SHADED AND CONSIST OF
ARTIFICIAL TURF SOCCER/FOOTBALL FIELD AND SOFTBALL/BASEBALL FIELD**