

**AMEND BOARD REPORT 16-0525-OP1**  
**RENEW LEASE AGREEMENT WITH MESSIAH EVANGELICAL LUTHERAN CONGREGATION**  
**CHURCH AND SCHOOL**  
**FOR SPACE AT 6200 W PATTERSON AVE FOR SMYSER ELEMENTARY**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a renewal lease agreement with Messiah Evangelical Lutheran Congregation Church and School for use of space at 6200 West Patterson Avenue for Smyser Elementary. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the lease agreement is stated below.

This December 2016 amendment is to correct the name of the Landlord and to reflect that the Board shall be responsible for utilities and operating expenses.

**LANDLORD:** Messiah Evangelical Lutheran Congregation Church and School  
6200 West Patterson Avenue  
Chicago, Illinois 60634  
Contact: Barbara Lattyak / (773) 685-2923 / susie082593@sbcglobal.net

**TENANT:** Board of Education of the City of Chicago

**PREMISES:** 6200 West Patterson Avenue, Chicago, Illinois (includes entire school building and use of parking lot during school hours)

**USE:** For use by Smyser Elementary School.

**ORIGINAL TERM:** The original term commenced on August 1, 2011, and ends on June 30, 2016 (authorized by Board Report 11-0727-OP2).

**NEW TERM:** The renewal term shall be for five years, commencing on July 1, 2016, and ending on June 30, 2021.

**EARLY TERMINATION RIGHT:** Either the Board or the Landlord may terminate the lease upon six months prior written notice to the other party.

**RENT:** \$192,600 per year, to be paid in monthly installments of \$16,050.

**UTILITIES AND OPERATING EXPENSES ~~ADDITIONAL RENT:~~** The Board shall reimburse landlord or pay service providers directly for the actual cost of electricity, heat, telecommunications, garbage and snow removal, or other services reasonably necessary to operate the building. ~~The additional rent is estimated to be \$70,000.00 annually.~~

**IMPROVEMENTS:** The Board shall have the right to make improvements to the premises, if necessary, with the consent of the Landlord.

**OPERATION & MAINTENANCE:** The Board shall provide janitorial services and normal maintenance. Landlord shall be responsible for all structural repairs and maintenance to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer, Chief Facilities Officer, or Chief of Capital Improvement to execute all ancillary documents required to administer or effectuate the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** The total amount to be paid by the Board for the 5-year renewal is \$963,000. Charge to Real Estate.

**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:**

  
\_\_\_\_\_  
Jason Kierna  
Chief Facilities Officer

**Approved:**

  
\_\_\_\_\_  
Forrest Claypool  
Chief Executive Officer

**Approved as to legal form:**

  
\_\_\_\_\_  
Ronald Marmor  
General Counsel