



# City of Chicago

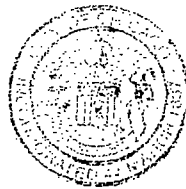


O2016-5043

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/22/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Extension of Right of Entry Agreement with Metropolitan Pier and Exposition Authority for additional parking at 3050 S Cottage Grove Ave
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 22, 2016

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements and right-of-entry agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago (the “City”) is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City is the owner of the parking lot located at 3050 South Cottage Grove Avenue, Chicago, Illinois, PIN 17-27-407-063, consisting of approximately 92,400 square feet (the “Property”); and

**WHEREAS**, the Metropolitan Pier and Exposition Authority (the “Licensee”) has a need for bus staging in connection with events at McCormick Place, and requested the use of the Property because its regular location for bus staging is inaccessible, due to construction and improvements of ramps onto Lake Shore Drive; and

**WHEREAS**, pursuant to Section 2-51-050(l) of the Municipal Code of Chicago, the Commissioner of the Department of Fleet and Facility Management has the authority to enter into right of entry agreements for up to 90 days each; and

**WHEREAS**, the City and Licensee have entered into a right of entry agreement to allow Licensee access to the Property for bus staging (the “Right of Entry Agreement”); and

**WHEREAS**, Licensee wishes to continue to use the Property through the completion of the ramp construction; and

**WHEREAS**, pursuant to Section 2-51-050(l) of the Municipal Code of Chicago, City Council approval is required to extend the Right of Entry Agreement beyond the initial 90 day term; *now, therefore,*

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** Notwithstanding any provision to the contrary in Section 2-51-050(l) of the Municipal Code of Chicago regarding the 90 day limit on extensions for right of entry agreements, the Commissioner of the Department of Fleet and Facility Management is authorized to execute an amendment to the Right of Entry Agreement to extend the existing term through December 31, 2017; such amendment to be approved as to form and legality by the Corporation Counsel in substantially the form attached hereto as Exhibit A.

**SECTION 3.** This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A**

**Amendment to Right of Entry Agreement**

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## AMENDMENT TO RIGHT OF ENTRY AGREEMENT

**THIS AMENDMENT TO RIGHT OF ENTRY AGREEMENT** (the “**Amendment**”) is made and effective as of September 6, 2016, by and between **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the “**City**”) and **METROPOLITAN PIER AND EXPOSITION AUTHORITY**, an Illinois municipal corporation (the “**Licensee**”).

### RECITALS

**WHEREAS**, on June 8, 2016, City and Licensee executed that certain Right of Entry Agreement (the “**Agreement**”) governing Licensee’s access to the real property located at 3050 South Cottage Grove Avenue, Chicago, Illinois, PIN 17-27-407-063 (the “**Property**”) to use for bus staging in connection with events at McCormick Place; and

**WHEREAS**, Licensee requested the use of the Property because its regular location for bus staging is inaccessible, due to construction and improvements of ramps onto Lake Shore Drive; and

**WHEREAS**, the Term of the Agreement expires September 5, 2016; and

**WHEREAS**, Licensee wishes to continue to access the Property through the completion of the ramp construction; and

**WHEREAS**, by ordinance adopted on \_\_\_\_\_, 2016, the City Council authorized the extension of the Term of the Agreement.

**NOW THEREFORE**, in consideration of the above recitals, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Amendment by this reference.
2. The Term of the Agreement is hereby extended to December 31, 2017.
3. If any term, provision or condition of this Amendment is found to be or is rendered invalid or unenforceable, it shall not affect the remaining terms, provisions and conditions of this Amendment, and each and every other term, provision and condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. This Amendment shall be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.
5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one Amendment.

6. City and Licensee further acknowledge and agree that, except to the extent hereinabove provided, the provisions of the Agreement remain unmodified and in full force and effect. This Amendment is hereby attached and made part of the Agreement and is specifically incorporated into the Agreement. To the extent any terms and provisions of this Amendment are inconsistent with the terms and provisions of the Agreement, the terms and provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the day and year first above written.

**CITY OF CHICAGO,**  
an Illinois municipal corporation and home rule unit of government

By: \_\_\_\_\_  
Commissioner  
Department of Fleet and Facility Management

**METROPOLITAN PIER AND EXPOSITION AUTHORITY,**  
An Illinois municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Deputy Corporation Counsel  
Department of Law