



# City of Chicago



O2013-5391

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/26/2013

**Sponsor(s):** Emanuel, Rahm (Mayor)

**Type:** Ordinance

**Title:** Lease agreement with Board of Education of City of Chicago  
for use of space located at 2111 W 47th St by Chicago  
Public Library

**Committee(s) Assignment:** Committee on Housing and Real Estate

## ORDINANCE

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

**SECTION 1:** On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Chicago Public Library are authorized to execute a Lease with the Board of Education of the City of Chicago governing the use of space located at 2111 West 47<sup>th</sup> Street by the Chicago Public Library and approved as to form and legality by the Corporation Counsel in substantially the following form:

## LEASE

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between, **THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (herein referred to as "Landlord") and, **THE CITY OF CHICAGO**, a municipal corporation and home rule unit of government (hereinafter referred to as "Tenant").

## RECITALS

**WHEREAS**, the Public Building Commission of Chicago (the "PBC") has acquired the real property commonly known as 2111 West 47<sup>th</sup> Street, Chicago, Cook County, Illinois ("School Premises"); and

**WHEREAS**, the Public Building Commission of Chicago ("PBC") has constructed the Back of the Yards High School ("School") on the School Premises; and

**WHEREAS**, the Landlord is the beneficial owner of the School, and is in possession and control of the School; and

**WHEREAS**, Tenant does not have a Chicago Public Library Branch in the vicinity of the School Premises; and

**WHEREAS**, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the space within the School Premises that shall comprise a new Chicago Public Library branch, to be known as the "New Back of the Yards Library" and as depicted in **Exhibit A** attached hereto, for use and occupancy by the Tenant's Chicago Public Library subject to the schedule depicted in **Exhibit B**; and

**WHEREAS**, the PBC is not a party to this Lease; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et. seq.*) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services.

**NOW THEREFORE**, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

### **SECTION 1. GRANT AND TERM**

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois:

Approximately 9,000 square feet of space on the ground floor of the Back of the Yards High School located at 2111 West 47<sup>th</sup> Street, Chicago, Cook County, Illinois (part of PINs 20-07-107-002 through -016, -029, -034, -036 and -037 as depicted on **Exhibit A**, hereinafter referred to as the "Library Premises").

The term of this Lease ("Term") shall commence on the Effective Date, and shall end on June 30, 2018, unless sooner terminated as set forth in this Lease.

## **SECTION 2. RENT, TAXES, AND UTILITIES**

2.1 Rent. Landlord shall not charge Tenant any Rent for its use of the space herein referred to as the Library Premises or any ancillary use of the School Premises as specifically authorized by this Lease.

2.2 Leasehold Taxes. To the extent that Tenant is not exempt from taxes or fees, Tenant shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Library Premises assessed on or after the date of occupancy and in connection with this Lease or Chicago Public Library's use of the Library Premises. Tenant shall cooperate with Landlord in resolving any leasehold or other tax issues that may arise. Tenant shall not be responsible for any taxes assessed against third parties or the Landlord's use or ownership of the School Premises or any portion thereof other than the Library Premises, subject to the terms of the Lease.

2.3 Utilities and Other Services. Landlord shall provide water, electricity, and gas ("Utilities") for the Library Premises. Tenant shall reimburse Landlord for its actual Utilities costs, which as of the Effective Date are estimated to be \$1.59 psf for electricity and \$0.21 psf for gas (annual estimated cost of \$1.80 psf or \$16,200.00 total with monthly payments of \$1,350.00 during the first year of the Term). Such amount may be adjusted periodically by Landlord as its cost for Utilities change, but such adjusted amount shall not exceed Landlord's actual Utilities costs. Tenant shall pay when due all charges for telephone, cable, alarm systems, internet and all other communication systems that may be charged to the Library Premises during, or as a result of, Tenant's occupancy of the Library Premises. Tenant shall assume full responsibility for any other telephone or communication services used in, or supplied to, the Library Premises by or for Tenant.

## **SECTION 3. ENJOYMENT OF LIBRARY PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER**

3.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of the Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Library Premises (subject to the provisions of the Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

3.2 Landlord's Duty to Maintain Library Premises and Right of Access. Unless otherwise provided in the Lease, Landlord shall, at Landlord's sole expense, keep the Library Premises in a condition of thorough good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Landlord shall have the right of access to the Library Premises for the purpose of inspecting and making repairs to the Library Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Library Premises for making repairs, or any portion thereof, and will schedule Landlord's entry so as to minimize any interference with Tenant's use of the Library Premises.

3.3 Use of the Library Premises. Tenant shall not use the Library Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Library Premises or to the use or manner of use of the Library Premises.

Tenant shall not cause any disfigurement or injury to the School Premises, the Library Premises, or to any fixtures or equipment thereof. Tenant agrees that in utilizing the Library Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income or other basis prohibited by applicable law.

3.4 Alterations and Additions. At Tenant's sole cost, Tenant shall have the right to make such alterations, additions, and improvements on the Library Premises as it shall deem necessary, provided that any such alterations, additions, and improvements shall be in full compliance with the applicable law and provided that Tenant has obtained the prior written consent of Landlord before undertaking any such alterations, additions, and improvements. Landlord shall not unreasonably withhold consent.

#### **SECTION 4. ADDITIONAL OBLIGATIONS OF TENANT**

4.1 Nature of Premises. The School Premises shall be used as a high school and shall only be open to Landlord's students, staff, contractors and invitees. The Library Premises shall be a full-service Chicago Public Library branch and shall be open to the public, including Landlord's students, staff, contractors and invitees.

4.2 Staffing of Library Premises. As a full-service library branch, Tenant shall provide staffing sufficient to meet public needs and may elect to change the staffing levels at the Library Premises in its sole discretion but consistent with the demands at the Library Premises and staffing for other Chicago Public Libraries. Landlord, in its sole discretion, may provide personnel to assist only Landlord's students and employees in the Library Premises. Such personnel will be paid by Landlord and while assisting in the Library Premises will have full use of the amenities, resources and materials at the Library Premises but will not be permitted to collect fines, service the public nor check out materials for circulation.

##### 4.3 Landlord's Students and Employees Use of the Library Premises.

A. Landlord will not permit any of its students to enter the Library Premises during school hours or during periods when the Library Premises are not open to the public, unless such students are accompanied by teachers or teacher's aides. Tenant will provide a key to Landlord for accessing the Library Premises for this purpose as well as any other access described in this Lease. Students will be able to check out materials through the self-checkout scanner using their Chicago Public Library card when such scanner is installed at the Library Premises.

B. Employees of Landlord shall be permitted and are authorized to access the Library Premises at any time during their normal work hours to utilize the Library Premises in connection with the performance of services for Landlord and its students. During hours when the Library Premises are not open to the public, Landlord's employees may not permit access to the Library Premises for any person other than Landlord's students, employees, agents, consultants or contractors.

4.4 Collection. The collection of materials within the Library Premises (the "Collection") shall be initially inventoried at sixty percent (60%) teen materials and forty percent (40%) non-teen materials. Tenant may elect to change the contents of the Collection at any time in its sole discretion, however, at all times the Collection shall (i) help support a standard high school curriculum, and (ii) be consistent with materials maintained by other Chicago Public Schools

high schools. Only Tenant's staff can perform any check out of any of the materials that comprise the Collection.

Tenant further agrees to make available in its Reserve/Reference section space for one copy of each textbook used in the School; such textbooks to be provided by Landlord at its sole expense. Such textbooks will not be permitted to be checked out by anyone.

4.5 Digital Learning Lab. The Library Premises shall include a digital learning lab similar in space and resources as other such labs available in other Chicago Public Libraries of a comparable size and volume.

4.6 Priority Use of Library Premises by the School. Tenant will try to accommodate the School's request for use of the Library Premises and will be given priority access for use of the Library Premises, subject only to use requests by the City of Chicago and for regularly scheduled events of Tenant.

4.7 Parking Lot Access. Landlord will designate eight (8) parking spaces in its parking lot (one of which will be a handicap accessible parking space) that will be designated for use by Tenant ("Tenant Parking Spaces"). Once the Tenant Parking Spaces are filled, employees, guests and invitees of Tenant must park elsewhere. Any vehicle in Landlord's parking lot that does not park in one of the Tenant Parking Spaces or does not have a sticker issued by the School shall be towed from the parking lot at the vehicle owner's expense.

Tenant will post signs in the Library Premises advising patrons and Tenant's employees that vehicles parked in Landlord's parking lot in other than Tenant's Parking Spaces may be towed. Tenant will provide the signage for the Tenant Parking Spaces.

Parking in Tenant Parking Spaces shall initially be available to parties determined by Tenant. However, in the event that Landlord encounters difficulties or issues with parties using the Tenant Parking Spaces, Tenant and Landlord agree that Landlord may unilaterally decide that the Tenant Parking Spaces shall be available solely for use by Tenant's employees.

4.8 Signage. Tenant may not place any signs in the School, other than in the interior of the Library Premises, without Landlord's prior written approval.

4.9 Custodial Service. Tenant shall provide and pay for custodial services to the Library Premises and will at all times keep the Library Premises in a clean and orderly condition. Landlord shall not have any custodial obligations relative to the Library Premises. Tenant shall not have any custodial obligations relative to the School Premises.

4.10 Illegal Activity. Tenant, and its agents and employees, shall not perform or permit any practice that is injurious to the Library Premises or School Premises, is illegal, or increases the rate of insurance on the Library Premises or School Premises.

4.11 Hazardous Materials. Tenant shall keep out of the Library Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, or remove any part of the Library Premises or its fixtures.

4.12 Alarm Service and Security. Tenant acknowledges and agrees that the safety and security of the students at the School are of the highest importance and priority. Tenant

shall not have any security obligations relative to the School Premises, except where Tenant's employees, invitees and guests may gain access to the interior of the School or if the conduct of such parties may pose a risk to the School, its students, employees, invitees and/or guests.

Tenant at its own cost and expense, shall maintain at a minimum the security measures described on Exhibit E hereto and incorporated by reference herein. Landlord, in its sole, reasonable discretion and with thirty (30) days prior written notice to Tenant, may modify Exhibit E from time to time based upon security issues that arise in the School, Library Premises and/or community.

4.13 Extermination Services. Tenant shall provide and pay for extermination services to the Library Premises whenever necessary.

4.14 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Library Premises to the Landlord in a comparable or better condition to the condition of the Library Premises at the beginning of Tenant's use, with normal wear and tear taken into consideration.

4.15 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's Property (as defined hereunder), personal property, trade fixtures, and equipment. Tenant shall repair any injury or damage to the Library Premises or School Premises which may result from such removal.

4.16 Reimbursement of Landlord's Building Engineer Costs. Except to extent that such repairs are caused by events described in Section 4.17 below, Landlord will provide, at Landlord's expense, engineering services to Tenant during the hours when the School is in session.

In the event that a building engineer is required to be at the School to provide engineering services for the Library Premises when the School is not in session, Tenant will reimburse Landlord for the cost of providing such services. As of the date of execution of this Agreement, the building engineer is paid a straight time hourly rate of \$50.35 per hour and time and a half overtime rate of rate of \$75.52 per hour. Such hourly rates may be adjusted from time to time in an amount equal to the increase in the costs for such services. Tenant shall be responsible for building engineer costs at the overtime rate due to the Library Premises being open on Saturdays. Landlord shall submit an invoice detailing such amounts to Tenant. Within forty-five (45) days of receipt of such invoice, Tenant shall provide Landlord with such payment.

4.17 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Library Premises or School Premises necessitated by the negligence, vandalism, or misuse of the Library Premises or equipment therein by Tenant's employees, invitees, guests, agents, or contractors, but not by School's students. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers approved by Landlord and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform such repairs subject to full reimbursement from Tenant to Landlord of all costs associated with such repairs excluding any overhead and/or profit (unless such amount is included in any costs for repairs provided by someone other than Landlord's employee). Any repairs to the Library Premises or School Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Notwithstanding the foregoing, Landlord may

undertake such repairs to the Library Premises or School Premises subject to reimbursement by Tenant without Tenant's prior approval in the event of emergencies where further delay would damage either the Library Premises or the School Premises.

4.18 Tenant Payments to Landlord. Landlord will invoice Tenant for amounts owed to Landlord in connection with this Lease. Tenant will pay each invoice in full within forty-five (45) days of receipt of invoice. Landlord will advise Tenant where such payments should be sent.

If services were provided by a third party, Landlord will forward invoices for such services to Tenant and Tenant will promptly pay such amounts.

## **SECTION 5. ADDITIONAL LANDLORD RESPONSIBILITIES**

5.1 Maintenance. Except as provided in Section 4.17 above, as part of Landlord's obligations, Landlord shall provide, at Landlord's expense, engineering services for the Library Premises during regular hours of the School. Engineering services as used herein shall refer strictly to services for the maintenance and repair of the physical plant that services the Library Premises.

5.2 Snow Removal. When there is a snowfall accumulation of two inches or more, Landlord shall provide and pay for removal of snow and ice from sidewalks which immediately abut the Library Premises and to the parking lot that services the Library Premises.

5.3 Landscaping. Landlord shall provide and pay for any landscaping services that may be required to the physical grounds which immediately abut the Library Premises.

5.4 Garbage Pick-up and Scavenger Service. Landlord shall provide garbage removal service and scavenger service to the Library Premises.

5.5 Heating. Landlord shall provide and pay for heating to the Library Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain the heating plant and equipment that services the Library Premises in good operable condition. The utilities cost for heating shall be included in the Utilities charge.

5.6 Air-Conditioning. Landlord shall provide and pay for air-conditioning to the Library Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Library Premises. Landlord shall maintain all the air-conditioning plant and equipment in good operable condition. The utilities cost for air conditioning shall be included in the Utilities charge.

## **SECTION 6. ASSIGNMENT, LIENS, INSURANCE AND INDEMNIFICATION**

6.1 Assignment. Tenant shall not assign the Lease in whole or in part, or sublet the Library Premises or any part thereof without the prior written consent of Landlord in each instance.

6.2 Tenant's Covenant against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Library Premises and/or the School Premises.



6.3 Tenant's Self-Insurance. Tenant is self-insured and will provide Landlord with a letter executed by an authorized official evidencing that Tenant is self-insured. This letter shall be tendered to Landlord when the Lease is executed.

6.4 Mutual Indemnification. Tenant and Landlord shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses that may accrue against, be charged to, or be recovered from either party by reason of any negligent performance, willful misconduct or failure to perform any of their obligations under the Lease.

## **SECTION 7. EQUIPMENT, COMPUTERS, FURNITURE, AND COORDINATION**

7.1 Tenant's Equipment, Computers, and Furniture. As part of the construction of the Library Premises, Tenant shall provide, at Tenant's expense, certain equipment, computers, and furniture to be used in the Library Premises (collectively "Tenant's Property"). A summary of Tenant's Property is attached hereto as **Exhibit C**. Tenant shall assume responsibility for any maintenance, repairs, or replacement of Tenant's Property, unless such repair or replacement is required as a result of Landlord's negligence, damage, misuse, or vandalism.

7.2 Landlord's Equipment, Computers, and Furniture. As part of the construction of the Library Premises, Landlord shall provide, at Landlord's expense, certain equipment, computers, and furniture to be used in the Library Premises (collectively "Landlord's Property"). A summary of Landlord's Property is attached hereto as **Exhibit D**. Landlord shall assume responsibility for any maintenance, repairs, or replacement of Landlord's Property, unless such repair or replacement is required as a result of Tenant's negligence, damage, misuse, or vandalism.

7.3 Internet. Tenant and Landlord will maintain separate and distinct internet/WiFi systems. Tenant will take all reasonable actions requested by Landlord to prevent "bleed over" of Tenant's wireless access beyond the Library Premises. In the event "bleed over" incidents occur, Tenant will promptly take all reasonable actions to eliminate such occurrences.

7.4 Coordination of Services. Landlord and Tenant shall cooperate on all matters impacting school operations within the School Premises and on all matters impacting library operations within the Library Premises.

## **SECTION 8. HOLDING OVER**

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on July 1, 2018. During such holding over, all provisions of this Lease shall remain in full force and effect.

## **SECTION 9. DEFAULTS**

9.1 Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

- A. Breach of any agreement, covenant, representation or warranty made by Tenant in this Lease;
- B. Failure of Tenant to perform in accordance with or comply with the terms and conditions of this Lease, including, but not limited to, the following:
  - i) Action or failure to act which affects the safety and/or welfare of individuals on or around the School Premises and/or Library Premises;
  - ii) Failure to maintain the Library Premises in a manner satisfactory to Landlord.
  - iii) Failure to make timely payments of amounts owed to Landlord within three (3) business days of written notice from Landlord that same is past due;
  - iv) Tenant fails to cure a non-monetary default within ten (10) days after written notice thereof to Tenant, or if such default cannot be cured within said ten (10) days then provided Tenant commences such cure within said period and diligently and continuously prosecutes the cure for same, then within any additional time granted by Landlord, not to exceed thirty (30) days to cure such default.

9.2 Landlord's Right to Cure Defaults. If Tenant fails to cure a default within the period required in the Lease, Landlord may, but shall not be obligated to, at any time, without further notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be payable by Tenant within ten (10) days of Tenant's receipt of an invoice detailing such costs and expenses.

9.3 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

## **SECTION 10. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

10.1 Conflict of Interest. No official or employee of the Tenant, nor any member of any board, commission or agency of the Tenant, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Library Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any Tenant governmental decision or action with respect to this Lease.

10.2 Duty to Comply with Governmental Ethics Ordinance. Tenant and Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any Tenant contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the Tenant.

10.3 Landlord Inspector General. Tenant and Landlord acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of Landlord 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.

10.4 Landlord Conflicts, Indebtedness, Ethics. This Lease shall not be legally binding on Landlord 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 Landlord Board members during the one year period following expiration or other termination of their terms of office. Landlord's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated and made a part of this Lease. Landlord's Board of Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated and made a part of this Lease.

## **SECTION 11. MISCELLANEOUS**

11.1 Notice. All notices, demands or requests which may be or are required to be given, demanded or requested by either party or to the other shall be in writing. All notices, demands and requests to Tenant shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Chicago Public Library  
Attn: Commissioner's Office  
401 South State Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60605

With a copy to:

City of Chicago  
Department of Fleet and Facility Management  
Office of Real Estate Management  
30 North LaSalle - Suite 300  
Chicago, Illinois 60602

or at such other places as Tenant may from time to time designate by written notice. All notices, demands and requests to Landlord shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Board of Education of the City of Chicago  
Department of Real Estate  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603

With a copy to:  
Board of Education of the City of Chicago  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, IL 60603  
Attention: General Counsel

or at such other place as Landlord may from time to time designate by written notice.

Any notice, demand or request which shall be served upon to any party, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

11.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

11.3 Governing Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

11.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

11.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease, shall extend to, bind, and insure to the benefit of the parties and their representatives, heirs, successors, and assigns.

11.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

11.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

11.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Tenant and Landlord respectively and that by their execution of this Lease, it became the binding obligation of Tenant and Landlord respectively, subject to no contingencies or conditions except as specifically provided herein.

11.10 Termination of Lease. Tenant and Landlord shall have the right to terminate this Lease for any reason without penalty any time after January 1, 2014, by providing each other with one one-hundred twenty (120) days prior written notice.

11.11 Force Majeure. When a period of time is provided in this Lease for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in such event the time period shall be extended for the amount of time the Party is so delayed.

11.12 Amendments. This Lease may be amended in writing signed by Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

11.13 No Other Rights. This Lease does not give Tenant any other right with respect to the Library Premises or the School Premises.

11.14 No Personal Liability. No elected or appointed official or member or employee or agent of the Tenant or Landlord shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

11.15 Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Lease.

11.16 No Implied Waivers. No waiver by either Party of any breach of any provision of this Lease shall be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Lease. No notice to, or demand on, either Party in any case shall, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

11.17 Parties' Interest/No Third Party Beneficiaries. This Lease shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Lease shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Lease should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Lease, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

11.18 Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written.

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

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

By: \_\_\_\_\_  
Commissioner

Date Signed: \_\_\_\_\_, 2013

**CHICAGO PUBLIC LIBRARY**

By: \_\_\_\_\_  
Commissioner

Date Signed: \_\_\_\_\_, 2013

**CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS**

By: \_\_\_\_\_  
President

Date Signed: \_\_\_\_\_, 2013

*APPROVED AS TO FORM AND LEGALITY:*

BY: THE DEPARTMENT OF LAW

By: \_\_\_\_\_  
Deputy Corporation Counsel – Real Estate Division

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate

By: \_\_\_\_\_  
Liza Balistreri, Director of Real Estate

Date Signed: \_\_\_\_\_, 2013

COO Report #: 12-1207-COO1

Approved as to legal form:

By: \_\_\_\_\_  
James Bebley, General Counsel

**EXHIBIT A**

**DEPICTION OF LIBRARY PREMISES**

**EXHIBIT B**

**TENANT'S SCHEDULE OF USE\***

Monday	10:00 a.m. – 6:00 p.m.
Tuesday	12:00 p.m. – 8:00 p.m.
Wednesday	10:00 a.m. – 6:00 p.m.
Thursday	12:00 p.m. – 8:00 p.m.
Friday	9:00 a.m. – 5:00 p.m.
Saturday	9:00 a.m. – 5:00 p.m.**

\*\*These hours will incur overtime charges weekly.

The School and the New Back of the Yards Library will be closed the following holidays:

Martin Luther King Day  
Lincoln's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Years Day



**EXHIBIT C**

**SUMMARY OF TENANT'S PROPERTY IN THE LIBRARY PREMISES**

*(To Follow)*

**EXHIBIT D**

**SUMMARY OF LANDLORD'S PROPERTY IN THE LIBRARY PREMISES**

*(To Follow)*

## EXHIBIT E

### SECURITY

Tenant agrees to maintain at a minimum the following security measures:

1. The door that is on the common wall on the first floor between the School Premises and Library Premises will be locked unless Landlord's students, staff, contractors or guests desire to enter or exit the Library Premises.
2. At all times that the Library Premises are open to the public, Tenant will cause there to be continuous security guard coverage in the Library Premises at Tenant's expense; there will be no lapse in coverage due to lunch periods, breaks or other events. In the event that a scheduled security guard fails to report to work, Tenant will immediately arrange to have a substitute so as to have continuous security coverage as well as back up security guard coverage in the Library Premises.
3. Approximately 13 cameras will be located throughout the Library Premises. The servers that support the camera system will be located in the main distribution frame room located in the School. The camera system will be partitioned to allow Landlord to have sole access to their security cameras and for Tenant to have sole access to their security cameras. Upon written request from Tenant, Landlord will furnish copies of video footage to Tenant.
4. A metal detector will be located at the front main entrance of the Library Premises. In the event that Landlord unilaterally desires that the location of the metal detector be moved to a location other than the front main entrance, such move will be paid for by Landlord.
5. All exit doors from the Library Premises will have an alarm that will activate when door is opened.
6. Tenant will install a separate security alarm system for the Library Premises, paid for and maintained by Tenant. All exit doors from the Library Premises will be alarmed and windows will be protected by motion sensors. Any exits from the Library Premises that provide access to the School will send immediate notification of alarm activation to both Landlord and Tenant.
7. Prior to the opening of the Library Premises to the public, Tenant and Landlord will develop a shared facilities training module for security guards and staff addressing critical issues including safety response, disaster drills, protocols in the event of an activation of the metal detector and for emergencies.

**2111 West 47<sup>th</sup> Street  
Chicago Public Library  
Lease No. 19051**

**SECTION 2:** This Ordinance shall be effective from and after the date of its passage and approval.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 26, 2013

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.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor