



# City of Chicago



O2015-8512

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	12/9/2015
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Intergovernmental agreement with Board of Trustees of Community College District No. 508 (City Colleges) for construction of new Malcolm X College facility
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



**JOSEPH A. MOORE**

ALDERMAN, 49TH WARD  
7356 NORTH GREENVIEW AVENUE  
CHICAGO, ILLINOIS 60626  
TELEPHONE 773-338-5796  
ward49@cityofchicago.org  
www.ward49.com

**CITY COUNCIL  
CITY OF CHICAGO**

**COUNCIL CHAMBER**

CITY HALL, ROOM 200  
121 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602  
TELEPHONE 312-744-3067

**COMMITTEE MEMBERSHIPS**

**HOUSING AND REAL ESTATE**  
CHAIRMAN

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND ENVIRONMENTAL PROTECTION

HUMAN RELATIONS

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

January 13, 2016

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on January 12, 2016, having had under consideration the ordinance introduced by Mayor Rahm Emanuel on December 9, 2015, this being an intergovernmental agreement with the City Colleges regarding property at 1900 W. Van Buren St., begs leave to recommend that Your Honorable Body Approve said ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present with no dissenting votes.

Respectfully submitted,

Joseph A. Moore, Chairman  
Committee on Housing and Real Estate





HSG

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

December 9, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with City Colleges regarding an acceptance of property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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**, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 16, 2000 and published at pages 25276 through 25408, in the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Central West Tax Increment Financing Redevelopment Project Area ("TIF Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.)(the "Act"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25408 through 25420 in the Journal of such date, the TIF Area was designated as a redevelopment project area pursuant to the TIF Act; and

**WHEREAS**, pursuant to an ordinance ("TIF Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25421 through 25432 in the Journal of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain TIF Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

**WHEREAS**, the Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the TIF Area; and

**WHEREAS**, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, (the "Board of Trustees"), a body politic and corporate, and created by the legislature pursuant to the Public Community College Act of the State of Illinois, owns four (4) parcels of improved real property upon which sits a one-building, three story facility and land located in the TIF Area at 1900 West Van Buren and 1901 West Jackson Boulevard upon which the Old Malcom X College Campus sits on a rectangular parcel containing approximately 485,526 square feet ("Old Malcolm X"), as legally described on Exhibit A attached hereto and made a part hereof (the improved real property and land collectively referred to as the "Property"); and

**WHEREAS**, the Board of Trustees is constructing a new Malcom X College facility to the north of the Property and will no longer need the Property for community college purposes; and

**WHEREAS**, the Board of Trustees is interested in transferring the Property to the City, at no cost to the City, for the City's future redevelopment of the Property; and

**WHEREAS**, the Board of Trustees is authorized under Section 3-41 of the Public Community College Act (110 ILCS 805/3-41) to sell real property belonging to the Board of Trustees and not needed for community college purposes; and

**WHEREAS**, the Board of Trustees is authorized to transfer the Property to the City pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01, et seq); and

**WHEREAS**, the City is interested in acquiring the Property, at no cost to the City, from the Board of Trustees for future City development in the TIF Area; and

**WHEREAS**, pursuant to the Board of Trustees Resolution No. 32818, adopted on November 5, 2015, the Board of Trustees was authorized to enter into an Intergovernmental Agreement ("IGA") with the City for the transfer of the Property to the City pursuant to the terms and conditions of the IGA; and

**WHEREAS**, the conveyance of the Property to the City is consistent with the goals and objectives of the City of Chicago and Department of Planning and Development ("DPD"); and

**WHEREAS**, the City Council finds that such conveyance of the Property to the City by the Board of Trustees is consistent with the goals and objectives of the Plan, and is in the best interests of the City; 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.** The Commissioner of the Department of Planning and Development (the "Commissioner"), or his designee is authorized to execute an Intergovernmental Agreement substantially in the form attached hereto as **Exhibit B** and made a part hereof, and such other documents as may be necessary to implement the transaction, including, without limitation, any tax parcel identification number divisions, as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, subject to the approval of the Corporation Counsel.

**SECTION 3.** The City's acquisition of the Board of Trustees' Property, pursuant to the terms and conditions of the Intergovernmental Agreement, is hereby approved.

**SECTION 4.** The Commissioner is further authorized to accept a deed of conveyance from the Board of Trustees subject to the approval of the Corporation Counsel.

**SECTION 5.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 6.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7.** This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

Commonly known as: 1900 West Van Buren Street, Chicago, Illinois 60612

Property Index Numbers: 17-18-224-035-0000;  
17-18-225-036-0000;  
17-18-226-026; and  
17-18-227-033-0000

**EXHIBIT B**

**FORM OF INTERGOVERNMENTAL AGREEMENT  
(Attached)**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CHICAGO,  
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
FOR LAND TRANSFER**

**(OLD MALCOLM X)**

This Intergovernmental Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the **CITY OF CHICAGO** (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development ("DPD"), and the **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**, a body politic and corporate created by the legislature pursuant to the Public Community College Act of the State of Illinois (the "Board of Trustees"). The City and Board of Trustees together shall be referred to herein collectively as the "Parties" and individually as a "Party".

**RECITALS**

**WHEREAS**, the City is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Board of Trustees owns four (4) parcels of improved real property and land located in the Central West Tax Increment Financing Redevelopment Project Area ("TIF Area") at 1900 West Van Buren and 1901 West Jackson Boulevard upon which the Old Malcolm X College Campus sits ("Old Malcolm X"), as legally described on **Exhibit A** attached hereto and made a part hereof (the improved real property and land collectively referred to as the "Property"); and

**WHEREAS**, the Board of Trustees is constructing a new Malcolm X College facility to the north of the Property and will no longer need the Property for community college purposes; and

**WHEREAS**, the Board of Trustees is interested in transferring the Property to the City, at no cost to the City, for the City's future redevelopment of the Property; and

**WHEREAS**, the City is desirous of effectuating the transfer and acquisition of the Property, at no cost to the City, for future development within the TIF Area; and

**WHEREAS**, the Board of Trustees is authorized under Section 3-41 of the Public Community College Act (110 ILCS 805/3-41) to sell real property belonging to the Board of Trustees and not needed for community college purposes; and

**WHEREAS**, the Board of Trustees is authorized to transfer the Property to the City pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01, et seq); and

**WHEREAS**, pursuant to Board of Trustees Resolution Number 32818 adopted on November 5, 2015, the Board of Trustees is authorized to enter into an intergovernmental agreement ("IGA") with the City for the transfer of the Property to the City; and



**WHEREAS**, on December \_\_\_\_, 2015, a resolution approving the acquisition of Property was approved by the Chicago Plan Commission under Referral Number \_\_\_\_\_; and

**WHEREAS**, on \_\_\_\_\_, the City Council of the City (the "City Council") adopted an ordinance published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages \_\_\_\_\_ to \_\_\_\_\_, authorizing the Commissioner of DPD, subject to the approval of the Corporation Counsel, to negotiate and enter into this Intergovernmental Agreement with the Board of Trustees for the City's acquisition of the Property for future development in the TIF Area; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the City and the Board of Trustees agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

2. **Transfer of Board of Trustees Property to the City.** Board of Trustees agrees to convey, or cause to be conveyed, the Property by Quitclaim Deed ("Deed") to the City, and the City agrees to accept all right, title and fee simple interest in the Property on the Closing Date as defined in Section 4 hereof and subject to the terms of this Agreement.

3. The Board of Trustees will transfer, or cause to be transferred, the Property to the City as follows:

- (i) **Title:** No later than 45 days prior to the Closing Date, the Board of Trustees will deliver to the City a current commitment for a standard ALTA owner's policy of title insurance (the "Title Commitment"). The Title Commitment will be issued by Chicago Title Insurance Company (or another title insurance company reasonably acceptable to the City). The City shall be responsible for paying for, and specifying the amount of any title insurance policy it may desire for the Property acquisition.
- (ii) **Survey:** No later than 45 days prior to the Closing Date, the Board of Trustees, at its own cost, will deliver to the City a copy of a recent ALTA survey prepared by an Illinois licensed land surveyor, which shall be certified to the City and to such other parties as the City may reasonably designate.
- (iii) **Title or Survey Defects:** In the event the title or survey discloses any matters that are unacceptable to the City, the City shall give written notice to the Board of Trustees at least 30 days prior to the Closing Date. In the event notice is not received by the Board of Trustees by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the

Closing Date as may be reasonably required to permit such resolution), then the City may elect to terminate this Agreement upon written notice to the Board of Trustees, or may elect to take the Property subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. Notwithstanding the foregoing, title objections may be raised at Closing based on the results of any later date title examination.

- (iv) **Property Vacated and Delivery of Possession:** The Board of Trustees and its tenants, if any, shall be fully vacated from the Property and deliver Possession of the Property on the Closing Date.

4. **Closing Date.** The Closing Date shall be a date agreed upon by the Parties, but shall in any event occur on or before January 25, 2016 (the "Closing Date"), or as otherwise mutually agreed to by the Parties.

Prior to the Closing Date, the Board of Trustees shall provide the deliverables set forth above. At Closing, the Board of Trustees shall provide it fully executed and notarized Quitclaim Deed in recordable form.

5. **Right of Entry.** The Board of Trustees grants to the City and its contractors, if any, a non-exclusive thirty (30) day right of entry to perform reasonable investigations and inspections of the Property covered by this agreement no later than 45 days prior to the Closing Date, provided that the City shall have no obligation to perform such investigations under this Agreement. The right of entry granted hereunder shall terminate upon the earlier of (i) the Closing Date, (ii) the termination or expiration of this Agreement, and (iii) as to the City or its contractors, if any, the completion of its activities.

6. **Notices.**

All notices and communications concerning this Agreement shall be sent as follows:

If to the Board of Trustees:	Board of Trustees of Community College District No. 508 226 W. Jackson Blvd. Chicago, IL 60606 Attn: Eugene Munin, General Counsel
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With a copy to:	David Narefsky Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606
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If to the City:

Department of Planning and Development  
City of Chicago  
121 North LaSalle Street  
Room 1000, City Hall  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600, City Hall  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a Party may be changed by giving notice in the manner in this section.

7. **Warranties and Representations.** In connection with the execution of this Agreement, the City and Board of Trustees each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

8. **Assignment.** Except as set forth in this Agreement, neither the City nor the Board of Trustees shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other parties. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

9. **No Third Party Beneficiary.** This Agreement is for the sole and exclusive benefit of the City and the Board of Trustees and their respective successors and assigns.

10. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

11. **Non-liability of Public Officials.** No official, employee, agent or elected or appointed representative of the City or the Board of Trustees shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's or the Board of Trustees' execution or attempted execution or because of any breach hereof.

12. **Counterparts.** This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the Parties and, executed, will be deemed an original having identical legal effect.

13. **Authority.** The conveyance and acceptance of the conveyance of the Property are authorized under Section 3-41 of the Public Community College Act and under the Local Government Property Transfer Act.

14. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

15. **Interpretation.** Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

16. **Cooperation.** The City and the Board of Trustees agree at all times to cooperate fully with one another in the implementation of this Agreement.

17. **Force Majeure.** Neither the City nor the Board of Trustees shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.

18. **Governing Law.** This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

19. **Entire Agreement.** This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

20. **Time of Essence.** Time is of the essence in this Agreement.

21. **Waiver.** The failure by either Party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **Termination.** This Agreement shall commence as of the date of execution and shall terminate on the Closing Date, upon which any contractual responsibilities to the other party shall terminate.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement for Land Transfer to be made, executed and delivered as of the day and year first above written.

**CITY OF CHICAGO,**  
by and through its  
Department of Planning and Development

By: \_\_\_\_\_  
David L. Reifman  
Commissioner

**BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508**

By: \_\_\_\_\_  
Cheryl Hyman

Its: Chancellor

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

Commonly known as: 1900 West Van Buren Street, Chicago, Illinois 60612  
Property Index Numbers: 17-18-224-035-0000;  
17-18-225-036-0000;  
17-18-226-026; and  
17-18-227-033-0000

APPROVED  
*Robert Emmett G. RP*  
Mayor  
1/21/16

APPROVED  
*Stephen R. Potter*  
CORPORATION COUNSEL