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O2011-1422

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City Council Document Tracking Sheet

Meeting Date:	3/9/2011
Sponsor(s):	Mayor Daley()
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Education regarding accessibility improvements
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RICHARD M. DALEY
MAYOR

March 9, 2011

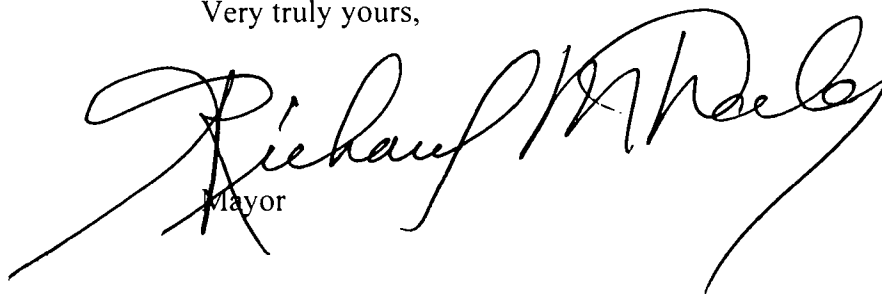
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois; and

WHEREAS, the Board and the City are committed to providing access to public schools for students, parents, employees and community members with disabilities; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on April 9, 2008 and Board Resolution 08-0423-RS21 adopted by the Board on April 23, 2008, the Board and the City embarked on a joint five-year program to rehabilitate public schools to increase accessibility (the "Program") pursuant to that certain Intergovernmental Agreement between the City and the Board dated as of October 28, 2009 (the "2009 Agreement"); and

WHEREAS, as contemplated by the 2009 Agreement, the Board and the City intended that approximately 27 schools, 15 of which were the subject of the 2009 Agreement, would be rehabilitated during the first year of the Program; and

WHEREAS, pursuant to the 2009 Agreement, the City granted \$14,500,000 in the aggregate to the Board towards the cost of the rehabilitation of the aforementioned 15 schools; and

WHEREAS, as contemplated by the 2009 Agreement, the Board and the City intended that the Board and the City would together dedicate not less than \$25,000,000 in total towards the Program in each of the second, third, fourth and fifth years of the Program, subject, on the City's part, to due authorization and the appropriation of funds; and

WHEREAS, the City and the Board now desire to enter into an agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement") to continue the Program; and

WHEREAS, the real property in Chicago, Illinois on which any public school that is a subject of the Agreement is located shall be known generically as a "Property"; and

WHEREAS, the location of each Property is listed in Exhibit A to the Agreement; and

WHEREAS, each public school and related improvements to be rehabilitated shall be known generically herein as a "Facility"; and

WHEREAS, the rehabilitation of each Facility shall be known as a "Project"; and

WHEREAS, the Projects shall include but not be limited to parking and exterior route improvements; entrance ramps and power doors; elevators; platform lifts; bathroom improvements; fire alarm upgrades; signage replacement; door relocation and door hardware replacement; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on the respective dates indicated on Exhibit A to the Agreement (each a "TIF Ordinance Date"): approving and adopting tax increment redevelopment plan and redevelopment projects, designating redevelopment project areas pursuant to the Act; and adopting tax increment financing for the redevelopment project areas (the aforesaid ordinances are collectively referred to herein as the "TIF Ordinances," the redevelopment plans approved by the TIF Ordinances are collectively referred to herein as the "Redevelopment Plans" and the redevelopment project areas created by the TIF Ordinances are collectively referred to herein as the "Redevelopment Areas," all as set forth on Exhibit A to the Agreement); and

WHEREAS, the date and page citation in the Journal of Proceedings of the City Council of the City of Chicago, Illinois (the "Journal") where the applicable Redevelopment Plan for each Project is published is set forth in Exhibit A to the Agreement); and

WHEREAS, all of each Property lies or will lie wholly within the boundaries of a specified applicable Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from each Redevelopment Area shall be known as "Redevelopment Area Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, under the Act, Increment may also be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in the applicable Redevelopment Plans, and obligations relating thereto; and

WHEREAS, the Redevelopment Plans contemplate that tax increment financing assistance would be provided for public improvements and facilities, such as the Projects, and the rehabilitation, remodeling, renovation and reconstruction thereof, within the boundaries of the applicable Redevelopment Areas and budget sufficient amounts therefor; and

WHEREAS, the City desires to use a portion of available Increment for the Projects on the Properties, all of which lie wholly within the boundaries of the applicable Redevelopment Areas; and

WHEREAS, the City agrees to use a portion of available Increment in the amount set forth in the applicable portion of Exhibit A to the Agreement (the "City Funds"), not to exceed \$17,911,250 in the aggregate, to pay for or reimburse the Board for the costs of each Project, to the extent that such costs constitute TIF-Funded Improvements (as defined in Article Three, Section 3 of the Agreement), pursuant to the terms and conditions hereof; and

WHEREAS, in accordance with the Act, the costs of the Projects are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plans, and the City hereby finds that such costs consist of the cost of the Board's capital improvements for the Projects that are necessary and directly result from the redevelopment project constituting the Projects and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, a list of the schools rehabilitated or to be rehabilitated during the second through fifth years of the Program, including both the Facilities rehabilitated or to be rehabilitated by the Board with City Funds pursuant hereto and other schools rehabilitated or to be rehabilitated by the Board without City Funds pursuant hereto, is attached as Exhibit E to the Agreement; and

WHEREAS, pursuant to the Agreement the City shall use the City Funds to pay for or reimburse the Board for the costs of improving the Facility on the Property to the extent that such costs constitute TIF-Funded Improvements; now, therefore,

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

SECTION 1. The above recitals are incorporated here by this reference.

SECTION 2. The City hereby finds that certain of the TIF-Funded Improvements funded under the Agreement, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Housing and Economic Development or his designee is authorized to execute the Agreement and such other documents as are necessary, between the City and the Board in substantially the form attached as Exhibit 1. The Agreement shall contain such other terms as are necessary or appropriate.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

EXHIBIT 1

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING ACCESSIBILITY IMPROVEMENTS

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2011 (the "Agreement Date") by and 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, and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, the Board and the City are committed to providing access to public schools for students, parents, employees and community members with disabilities; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on April 9, 2008 and Board Resolution 08-0423-RS21 adopted by the Board on April 23, 2008, the Board and the City embarked on a joint five-year program to rehabilitate public schools to increase accessibility (the "Program") pursuant to that certain Intergovernmental Agreement between the City and the Board dated as of October 28, 2009 (the "2009 Agreement"); and

WHEREAS, as contemplated by the 2009 Agreement, the Board and the City intended that approximately 27 schools, 15 of which were the subject of the 2009 Agreement, would be rehabilitated during the first year of the Program; and

WHEREAS, pursuant to the 2009 Agreement, the City granted \$14,500,000 in the aggregate to the Board towards the cost of the rehabilitation of the aforementioned 15 schools; and

WHEREAS, as contemplated by the 2009 Agreement, the Board and the City intended that the Board and the City would together dedicate not less than \$25,000,000 in total towards the Program in each of the second, third, fourth and fifth years of the Program, subject, on the City's part, to due authorization and the appropriation of funds; and

WHEREAS, the real property in Chicago, Illinois on which any public school that is a subject of this Agreement is located shall be known generically as a "Property"; and

WHEREAS, the location of each Property is listed in Exhibit A hereto; and

WHEREAS, each public school and related improvements to be rehabilitated shall be known generically herein as a "Facility"; and

WHEREAS, the rehabilitation of each Facility shall be known as a "Project"; and

WHEREAS, the Projects shall include but not be limited to parking and exterior route improvements; entrance ramps and power doors; elevators; platform lifts; bathroom improvements; fire alarm upgrades; signage replacement; door relocation and door hardware replacement; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted ordinances on the respective dates indicated on Exhibit A hereto (each a "TIF Ordinance Date"): approving and adopting tax increment redevelopment plan and redevelopment projects, designating redevelopment project areas pursuant to the Act; and adopting tax increment financing for the redevelopment project areas (the aforesaid ordinances are collectively referred to herein as the "TIF Ordinances," the redevelopment plans approved by the TIF Ordinances are collectively referred to herein as the "Redevelopment Plans" and the redevelopment project areas created by the TIF Ordinances are collectively referred to herein as the "Redevelopment Areas," all as set forth on Exhibit A hereto); and

WHEREAS, the date and page citation in the Journal of Proceedings of the City Council of the City of Chicago, Illinois (the "Journal") where the applicable Redevelopment Plan for each Project is published is set forth in Exhibit A); and

WHEREAS, all of each Property lies or will lie wholly within the boundaries of a specified applicable Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from each Redevelopment Area shall be known as "Redevelopment Area Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, under the Act, Increment may also be used, among other purposes, to pay the cost of public works and improvements as well as to acquire and construct public facilities, as contemplated in the applicable Redevelopment Plans, and obligations relating thereto; and

WHEREAS, the Redevelopment Plans contemplate that tax increment financing assistance would be provided for public improvements and facilities, such as the Projects, and the rehabilitation, remodeling, renovation and reconstruction thereof, within the boundaries of the applicable Redevelopment Areas and budget sufficient amounts therefor; and

WHEREAS, the City desires to use a portion of available Increment for the Projects on the Properties, all of which lie wholly within the boundaries of the applicable Redevelopment Areas; and

WHEREAS, the City agrees to use a portion of available Increment in the amount set forth in the applicable portion of Exhibit A hereto (the "City Funds"), not to exceed \$17,911,250 in the aggregate, to pay for or reimburse the Board for the costs of each Project, to the extent that such costs constitute TIF-Funded Improvements (as defined in Article Three, Section 3 hereof), pursuant to the terms and conditions hereof; and

WHEREAS, in accordance with the Act, the costs of the Projects are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plans, and, pursuant to the ordinance referenced in Article Fourteen hereof, the City Council has found and the City hereby finds that such costs consist of the cost of the Board's capital

improvements for the Projects that are necessary and directly result from the redevelopment project constituting the Projects and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, a list of the schools rehabilitated or to be rehabilitated during the second through fifth years of the Program, including the Facilities rehabilitated or to be rehabilitated by the Board with City Funds pursuant hereto and other schools rehabilitated or to be rehabilitated by the Board without City Funds pursuant hereto, is attached as Exhibit E hereto; and

WHEREAS, the City and the Board now desire to enter into this Agreement.

NOW, THEREFORE, in consideration of 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 hereto agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECTS

1. The plans and specifications for the Projects shall: (a) at a minimum meet the general requirements for the Facilities as set forth in the applicable portions of Exhibit A hereof, (b) be provided to the City by the Board, and (c) be approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Projects or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time each Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Projects, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the applicable Projects by the contractor or the contractor's suppliers, employees, or agents.

3. [intentionally omitted]

4. The Board covenants to the City that it shall complete the Projects; provided, however, the Board shall not be considered in breach of or in default of its obligation to complete the Projects in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Board which in fact interferes with the ability of the Board to discharge its obligation to complete the Projects. With respect to any such delay the Board shall, upon the occurrence of the event causing such delay, immediately give written notice to the City. The Board may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

5. The Board certifies, represents and warrants to the City that: (a) legal title to each of the Properties and applicable Facilities is or will be held by either the City in trust for the use of schools or the Public Building Commission of Chicago, an Illinois municipal corporation (the "Commission") for the benefit of the Board; and (b) no consents or approvals by or from any other party (other than those which have already been obtained or will be obtained) are required for each of the Projects. The submission of each Requisition Form for a Project shall be deemed to constitute a reaffirmation, with respect to each such Project, that: (a) legal title to the Property and applicable Facility is or will be held by either the City in trust for the use of schools or the Commission for the benefit of the Board; and (b) no consents or approvals by or from any other party (other than those which have already been obtained or will be obtained) are required for the Project.

6. The Board has previously provided the City with deeds, title reports, leases and/or other evidence of ownership, title, possession or control supporting the certifications, representations and warranties contained in Article Two, Section 5(a-b) with respect to each Project (provided, however, that the City's receipt of such documentation shall not be construed to be an approval thereof by the City or a waiver by the City of the City's right to rely on the certification, representation and warranty contained in Article Two, Section 5(a-b)).

ARTICLE THREE: FUNDING

1. (a) With respect to each Project, on a monthly basis (or at such other intervals as the City may agree to), the Board shall provide the City's Department of Housing and Economic Development (the "Department") with a Requisition Form, in the form of Exhibit D hereto, along with: (i) a cost itemization of the applicable portions of the Project budget attached as Exhibit B hereto ("Project Budget"); (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has paid or incurred; and (iii) all other documentation described in Exhibit D. The City will make the applicable requested disbursement of City Funds to the Board (or to such other party as the Board may request in writing). The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(b) [intentionally omitted]

(c) Delivery by the Board of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification, representation and warranty to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds requested represents the actual amount paid or to be paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the Requisition Form (if any) have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(d) [intentionally omitted]

(e) [intentionally omitted]

(f) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with any Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements or for any other purpose ("TIF Bonds"); provided, however, that any such amendments shall not reduce the amount of City Funds for a Project or otherwise have a material adverse effect on the Board or the applicable Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such TIF Bonds, including but not limited to providing written descriptions of the applicable Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such TIF Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The estimated cost of each Project is set forth on the applicable portion of Exhibit A hereto. The Board has delivered to the Commissioner a detailed preliminary budget attached hereto and incorporated herein as Exhibit B. The Board shall deliver to the City an amended budget (if necessary) in connection with each Requisition Form and a final budget (upon Project completion) for each Project, and when approved by the City in writing such amended (if any) and final budgets shall also be attached hereto and incorporated herein as Exhibit B. The budget shall identify the sources of and uses for all funds for a Project. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete each Project. The Board agrees that the City will only contribute the City Funds to each Project and that all costs of completing each Project over the City Funds (if any) shall be the sole responsibility of the Board. If the Board at any time does not have sufficient funds to complete a Project, the Board shall so notify the City in writing, and the Board may reduce the scope of such Project as agreed with the City in order to complete such Project with the available funds.

3. "TIF-Funded Improvements" shall mean the capital improvements; land assembly costs; relocation costs; rehabilitation, remodeling, renovation and reconstruction costs; financing costs and other costs, if any, recognized and approved in writing by the City as being eligible redevelopment project costs under the Act with respect to each Project, to be paid for out of City Funds. Attached as Exhibit C and incorporated herein is a preliminary list of TIF-Funded Improvements. The Board shall deliver to the City an amended list of TIF-Funded Improvements (if necessary) in connection with each Requisition Form and a final list of TIF-Funded Improvements (upon Project completion), and when approved by the City in writing such amended (if any) and final lists of TIF-Funded Improvements shall also be attached hereto and incorporated herein as Exhibit C. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the applicable Redevelopment Plans. During the course of a Project, the Commissioner, based upon the detailed Project Budget attached as Exhibit B and any necessary modifications thereto, shall make or approve such modifications to Exhibit C as he or she wishes in

his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act; (ii) qualify as eligible costs under the applicable Redevelopment Plan; and (iii) be improvements or costs that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement. The Board acknowledges the terms of the Redevelopment Plans.

4. If the aggregate cost of a Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on such Project (the "Excess City Funds"); provided, however, that the foregoing shall not be construed to preclude the Board from requesting all or some of the Excess City Funds from the City to finance other costs incurred by the Board in the applicable Redevelopment Area, subject to the Act, the Redevelopment Plan, and the City's approval (in the City's sole discretion).

5. The Board shall provide to the City quarterly reports on the progress and status of the Projects and the Program and reasonable access to its books and records relating to the Projects and the Program.

6. During the Term hereof the Board shall not sell, transfer, convey, lease or otherwise dispose (or cause or permit the sale, transfer, conveyance, lease or other disposal) of all or any portion of (a) any Property or any interest therein, or (b) any Facility or any interest therein (each a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act. Nothing contained in this Article Three, Section 6 shall be construed as prohibiting the Commission from holding title to any Property or Facility for the benefit of the Board as may be permitted or required by law or the City from holding title to any Property or Facility in trust for the use of schools as may be permitted or required by law.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire, with respect to each Project, as of the date on which the applicable Redevelopment Project Area is no longer in effect (the "Redevelopment Area Termination Date," as indicated for each Project and applicable Redevelopment Area in the applicable portion of Exhibit A hereto).

ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with any Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board with respect to a Project under this Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement with respect to the applicable Project or any portion thereof with respect to the applicable Project and all related agreements, and may suspend disbursement of the City Funds with respect to the applicable Project. The City may, in any court of competent jurisdiction by any action or proceeding at law or in

equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days after its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City with respect to a Project under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement with respect to the applicable Project and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days after its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner
City of Chicago, Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

and

Corporation Counsel
City of Chicago, Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision 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 jurisdictions or in all cases because it conflicts with any

other provision or provisions hereof or any constitution, statute, ordinance, resolution, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on _____, 2011. Execution of this Agreement by the Board is authorized by Board Report _____ adopted by the Board on _____. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Board: Bebe Novich, Director of ADA Policy
Board of Education of the City of Chicago

125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2158
Fax: 773-553-2951

For the City: Bill Eager, Deputy Commissioner
City of Chicago, Department of Housing and Economic Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602
Phone: 312-742-0629
Fax: 312-742-1396

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By: _____
Commissioner
Department of Housing and Economic Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____
President

Attest: By: _____
Secretary

Board Report No.: _____

Approved as to legal form:

General Counsel

EXHIBIT A-1
ATTUCKS PROJECT

Property Location	5055 South State Street
TIF Ordinance Date	March 27, 2002
Redevelopment Area	47 th & King
Redevelopment Plan Journal Citation	March 27, 2002, pages 81231 through 81472
Redevelopment Area Termination Date	December 31, 2025
City Funds	\$1,000,000
Project Budget	\$1,003,000

EXHIBIT A-2

BURKE PROJECT

Property Location	5356 South King Drive
TIF Ordinance Date	July 21, 2004
Redevelopment Area	47 th & State
Redevelopment Plan Journal Citation	July 21, 2005, pages 27706 through 27826
Redevelopment Area Termination Date	December 31, 2028
City Funds	\$1,000,000
Project Budget	\$2,554,005

EXHIBIT A-3

BANNEKER PROJECT

Property Location	6656 South Normal Boulevard
TIF Ordinance Date	June 27, 2001
Redevelopment Area	Englewood Neighborhood
Redevelopment Plan Journal Citation	June 27, 2001, pages 61852 through 62055
Redevelopment Area Termination Date	December 31, 2025
City Funds	\$2,000,000
Project Budget	\$2,213,070

EXHIBIT A-4

ARMOUR PROJECT

Property Location	950 West 33rd Place
TIF Ordinance Date	January 14, 1997; May 5, 2004
Redevelopment Area	35 th & Halsted
Redevelopment Plan Journal Citation	January 14, 1997, pages 36945 through 37323; May 5, 2004, pages 22456 through 22468
Redevelopment Area Termination Date	December 31, 2021
City Funds	\$2,673,750
Project Budget	\$2,674,645

EXHIBIT A-5

HEARST PROJECT

Property Location	4640 South Lamon Avenue
TIF Ordinance Date	May 17, 2000
Redevelopment Area	Cicero/Archer
Redevelopment Plan Journal Citation	May 17, 2000, pages 31381 through 31503
Redevelopment Area Termination Date	December 31, 2024
City Funds	\$2,219,500
Project Budget	\$2,221,970

EXHIBIT A-6

LAWNDALE PROJECT

Property Location	3500 West Douglas Boulevard
TIF Ordinance Date	May 17, 2000
Redevelopment Area	Midwest
Redevelopment Plan Journal Citation	May 17, 2000, pages 30775-30925
Redevelopment Area Termination Date	December 31, 2023
City Funds	\$2,500,000
Project Budget	\$2,500,845

EXHIBIT A-7
PLAMONDON PROJECT

Property Location	2642 West 15th Place
TIF Ordinance Date	February 5, 1998
Redevelopment Area	Western/Ogden Industrial Corridor
Redevelopment Plan Journal Citation	February 5, 1998, pages 61204 through 61389
Redevelopment Area Termination Date	February 5, 2021
City Funds	\$1,748,000
Project Budget	\$1,749,270

EXHIBIT A-8
SCHURZ PROJECT

Property Location	3601 North Milwaukee Avenue
TIF Ordinance Date	September 9, 1998
Redevelopment Area	Portage Park
Redevelopment Plan Journal Citation	September 9, 1998, pages 76079 through 76144
Redevelopment Area Termination Date	September 9, 2021
City Funds	\$2,100,000
Project Budget	\$4,216,480

EXHIBIT A-9
HAYT PROJECT

Property Location	1518 West Granville Avenue
TIF Ordinance Date	September 29, 1999
Redevelopment Area	Clark/Ridge
Redevelopment Plan Journal Citation	September 29, 1999, pages 11664 through 11747
Redevelopment Area Termination Date	December 31, 2021
City Funds	\$670,000
Project Budget	\$2,422,830

EXHIBIT A-10

PETERSON PROJECT

Property Location	5510 North Christiana Avenue
TIF Ordinance Date	February 16, 2000
Redevelopment Area	Lawrence/Kedzie
Redevelopment Plan Journal Citation	February 16, 2000, pages 24803 through 24917
Redevelopment Area Termination Date	December 31, 2024
City Funds	\$500,000
Project Budget	\$506,625

EXHIBIT A-11

CHAPPELL PROJECT

Property Location	2135 West Foster Avenue
TIF Ordinance Date	January 12, 2000; May 17, 2000
Redevelopment Area	Western Avenue North
Redevelopment Plan Journal Citation	January 12, 2000, pages 22395 through 22494; May 17, 2000, pages 31610 through 31706
Redevelopment Area Termination Date	December 31, 2024
City Funds	\$1,500,000
Project Budget	\$1,508,222

EXHIBIT B-1

ATTUCKS PROJECT BUDGET

School	TIF Name	TIF Budget
Attucks/ Farrer Bldg.	47th/ King	1,000,000
Scope		Budget
Ramps and Landscape Compliance		
Interior and Exterior Doors and Hardware	\$	75,000
Vertical Access	\$	525,000
Fire Alarm, Emergency Lighting and Electrical	\$	-
Bathroom, Drinking Fountains and Plumbing	\$	220,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	40,000
Construction Sub-Total	\$	860,000
Contingency and Change Orders	\$	5,400
Design Fees and Construction Management	\$	137,600
Project Total	\$	1,003,000

EXHIBIT B-2

BURKE PROJECT BUDGET

School	TIF Name	TIF Budget
Burke	47th/ State	1,000,000
Scope		Budget
Ramps and Landscape Compliance	\$	156,000
Interior and Exterior Doors and Hardware	\$	225,000
Vertical Access	\$	525,000
Fire Alarm, Emergency Lighting and Electrical	\$	537,000
Bathroom, Drinking Fountains and Plumbing	\$	675,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	75,000
Construction Sub-Total	\$	2,193,000
Contingency and Change Orders	\$	10,125
Design Fees and Construction Management	\$	350,880
Project Total	\$	2,554,005

EXHIBIT B-3

BANNEKER PROJECT BUDGET

School	TIF Name	TIF Budget
Banneker	Englewood	2,000,000
Scope		Budget
Ramps and Landscape Compliance	\$	147,500
Interior and Exterior Doors and Hardware	\$	175,000
Vertical Access	\$	485,000
Fire Alarm, Emergency Lighting and Electrical	\$	469,500
Bathroom, Drinking Fountains and Plumbing	\$	575,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	50,000
Construction Sub-Total	\$	1,902,000
Contingency and Change Orders	\$	6,750
Design Fees and Construction Management	\$	304,320
Project Total	\$	2,213,070

EXHIBIT B-4
ARMOUR PROJECT BUDGET

School	TIF Name	TIF Budget
Armour	35th/Halsted	2,673,750
Scope		Budget
Ramps and Landscape Compliance	\$	127,500
Interior and Exterior Doors and Hardware	\$	195,000
Vertical Access	\$	800,000
Fire Alarm, Emergency Lighting and Electrical	\$	544,500
Bathroom, Drinking Fountains and Plumbing	\$	555,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	75,000
Construction Sub-Total	\$	2,297,000
Contingency and Change Orders	\$	10,125
Design Fees and Construction Management	\$	367,520
Project Total	\$	2,674,645

EXHIBIT B-5

HEARST PROJECT BUDGET

School	TIF Name	TIF Budget
Hearst	Cicero/ Archer	2,219,500
Scope		Budget
Ramps and Landscape Compliance	\$	157,500
Interior and Exterior Doors and Hardware	\$	215,000
Vertical Access	\$	450,000
Fire Alarm, Emergency Lighting and Electrical	\$	604,500
Bathroom, Drinking Fountains and Plumbing	\$	455,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	30,000
Construction Sub-Total	\$	1,912,000
Contingency and Change Orders	\$	4,050
Design Fees and Construction Management	\$	305,920
Project Total	\$	2,221,970

EXHIBIT B-6
LAWNDALE PROJECT BUDGET

School	TIF Name	TIF Budget
Lawndale	Midwest	2,500,000
Scope		Budget
Ramps and Landscape Compliance	\$	57,500
Interior and Exterior Doors and Hardware	\$	215,000
Vertical Access	\$	800,000
Fire Alarm, Emergency Lighting and Electrical	\$	267,000
Bathroom, Drinking Fountains and Plumbing	\$	755,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	55,000
Construction Sub-Total	\$	2,149,500
Contingency and Change Orders	\$	7,425
Design Fees and Construction Management	\$	343,920
Project Total	\$	2,500,845

EXHIBIT B-7
PLAMONDON PROJECT BUDGET

School	TIF Name	TIF Budget
Plamondon	Western/ Ogden	1,748,000
Scope		Budget
Ramps and Landscape Compliance	\$	107,500
Interior and Exterior Doors and Hardware	\$	145,000
Vertical Access	\$	450,000
Fire Alarm, Emergency Lighting and Electrical	\$	417,000
Bathroom, Drinking Fountains and Plumbing	\$	355,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	30,000
Construction Sub-Total	\$	1,504,500
Contingency and Change Orders	\$	4,050
Design Fees and Construction Management	\$	240,720
Project Total	\$	1,749,270

EXHIBIT B-8
SCHURZ PROJECT BUDGET

School	TIF Name	TIF Budget
Schurz HS	Portage Park	2,100,000
Scope		Budget
Ramps and Landscape Compliance	\$	157,500
Interior and Exterior Doors and Hardware	\$	395,000
Vertical Access	\$	900,000
Fire Alarm, Emergency Lighting and Electrical	\$	894,250
Bathroom, Drinking Fountains and Plumbing	\$	1,210,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	70,000
Construction Sub-Total	\$	3,626,750
Contingency and Change Orders	\$	9,450
Design Fees and Construction Management	\$	580,280
Project Total	\$	4,216,480

EXHIBIT B-9

HAYT PROJECT BUDGET

School	TIF Name	TIF Budget
Hayt	Clark/ Ridge	670,000
Scope		Budget
Ramps and Landscape Compliance	\$	138,500
Interior and Exterior Doors and Hardware	\$	170,000
Vertical Access	\$	500,000
Fire Alarm, Emergency Lighting and Electrical	\$	567,000
Bathroom, Drinking Fountains and Plumbing	\$	635,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	70,000
Construction Sub-Total	\$	2,080,500
Contingency and Change Orders	\$	9,450
Design Fees and Construction Management	\$	332,880
Project Total	\$	2,422,830

EXHIBIT B-10
PETERSON PROJECT BUDGET

School	TIF Name	TIF Budget
Peterson	Lawrence/ Kedzie	500,000
Scope		Budget
Ramps and Landscape Compliance	\$	-
Interior and Exterior Doors and Hardware	\$	70,000
Vertical Access	\$	-
Fire Alarm, Emergency Lighting and Electrical	\$	-
Bathroom, Drinking Fountains and Plumbing	\$	350,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	15,000
Construction Sub-Total	\$	435,000
Contingency and Change Orders	\$	2,025
Design Fees and Construction Management	\$	69,600
Project Total	\$	506,625

EXHIBIT B-11

CHAPPELL PROJECT BUDGET

School	TIF Name	TIF Budget
Chappell	Western Ave. North	1,500,000
Scope	Budget	
Ramps and Landscape Compliance	\$ 76,500	
Interior and Exterior Doors and Hardware	\$ 135,000	
Vertical Access	\$ 450,000	
Fire Alarm, Emergency Lighting and Electrical	\$ 250,200	
Bathroom, Drinking Fountains and Plumbing	\$ 355,000	
Signage, Assistive Listening, Entrance Controls, Misc.	\$ 30,000	
Construction Sub-Total	\$ 1,296,700	
Contingency and Change Orders	\$ 4,050	
Design Fees and Construction Management	\$ 207,472	
Project Total	\$ 1,508,222	

EXHIBIT C-1

ATTUCKS PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Attucks/ Farren Bldg.	47th/ King	1,000,000
Scope		Budget
Ramps and Landscape Compliance		
Interior and Exterior Doors and Hardware	\$	75,000
Vertical Access	\$	525,000
Fire Alarm, Emergency Lighting and Electrical	\$	-
Bathroom, Drinking Fountains and Plumbing	\$	220,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	40,000
Construction Sub-Total	\$	860,000
Contingency and Change Orders	\$	5,400
Design Fees and Construction Management	\$	137,600
Project Total	\$	1,003,000

EXHIBIT C-2

BURKE PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Burke	47th/ State	1,000,000
Scope		Budget
Ramps and Landscape Compliance	\$	156,000
Interior and Exterior Doors and Hardware	\$	225,000
Vertical Access	\$	525,000
Fire Alarm, Emergency Lighting and Electrical	\$	537,000
Bathroom, Drinking Fountains and Plumbing	\$	675,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	75,000
Construction Sub-Total	\$	2,193,000
Contingency and Change Orders	\$	10,125
Design Fees and Construction Management	\$	350,880
Project Total	\$	2,554,005

EXHIBIT C-3

BANNEKER PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Banneker	Englewood	2,000,000
Scope		Budget
Ramps and Landscape Compliance	\$	147,500
Interior and Exterior Doors and Hardware	\$	175,000
Vertical Access	\$	485,000
Fire Alarm, Emergency Lighting and Electrical	\$	469,500
Bathroom, Drinking Fountains and Plumbing	\$	575,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	50,000
Construction Sub-Total	\$	1,902,000
Contingency and Change Orders	\$	6,750
Design Fees and Construction Management	\$	304,320
Project Total	\$	2,213,070

EXHIBIT C-4

ARMOUR PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Armour	35th/Halsted	2,673,750
Scope		Budget
Ramps and Landscape Compliance	\$	127,500
Interior and Exterior Doors and Hardware	\$	195,000
Vertical Access	\$	800,000
Fire Alarm, Emergency Lighting and Electrical	\$	544,500
Bathroom, Drinking Fountains and Plumbing	\$	555,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	75,000
Construction Sub-Total	\$	2,297,000
Contingency and Change Orders	\$	10,125
Design Fees and Construction Management	\$	367,520
Project Total	\$	2,674,645

EXHIBIT C-5

HEARST PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Hearst	Cicero/ Archer	2,219,500
Scope		Budget
Ramps and Landscape Compliance	\$	157,500
Interior and Exterior Doors and Hardware	\$	215,000
Vertical Access	\$	450,000
Fire Alarm, Emergency Lighting and Electrical	\$	604,500
Bathroom, Drinking Fountains and Plumbing	\$	455,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	30,000
Construction Sub-Total	\$	1,912,000
Contingency and Change Orders	\$	4,050
Design Fees and Construction Management	\$	305,920
Project Total	\$	2,221,970

EXHIBIT C-6

LAWNDALE PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Lawndale	Midwest	2,500,000
Scope		Budget
Ramps and Landscape Compliance	\$	57,500
Interior and Exterior Doors and Hardware	\$	215,000
Vertical Access	\$	800,000
Fire Alarm, Emergency Lighting and Electrical	\$	267,000
Bathroom, Drinking Fountains and Plumbing	\$	755,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	55,000
Construction Sub-Total	\$	2,149,500
Contingency and Change Orders	\$	7,425
Design Fees and Construction Management	\$	343,920
Project Total	\$	2,500,845

EXHIBIT C-7

PLAMONDON PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Plamondon	Western/ Ogden	1,748,000
Scope	Budget	
Ramps and Landscape Compliance	\$	107,500
Interior and Exterior Doors and Hardware	\$	145,000
Vertical Access	\$	450,000
Fire Alarm, Emergency Lighting and Electrical	\$	417,000
Bathroom, Drinking Fountains and Plumbing	\$	355,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	30,000
Construction Sub-Total	\$	1,504,500
Contingency and Change Orders	\$	4,050
Design Fees and Construction Management	\$	240,720
Project Total	\$	1,749,270

EXHIBIT C-8

SCHURZ PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Schurz HS	Portage Park	2,100,000
Scope		Budget
Ramps and Landscape Compliance	\$	157,500
Interior and Exterior Doors and Hardware	\$	395,000
Vertical Access	\$	900,000
Fire Alarm, Emergency Lighting and Electrical	\$	894,250
Bathroom, Drinking Fountains and Plumbing	\$	1,210,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	70,000
Construction Sub-Total	\$	3,626,750
Contingency and Change Orders	\$	9,450
Design Fees and Construction Management	\$	580,280
Project Total	\$	4,216,480

EXHIBIT C-9

HAYT PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Hayt	Clark/ Ridge	670,000
Scope		Budget
Ramps and Landscape Compliance	\$	138,500
Interior and Exterior Doors and Hardware	\$	170,000
Vertical Access	\$	500,000
Fire Alarm, Emergency Lighting and Electrical	\$	567,000
Bathroom, Drinking Fountains and Plumbing	\$	635,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	70,000
Construction Sub-Total	\$	2,080,500
Contingency and Change Orders	\$	9,450
Design Fees and Construction Management	\$	332,880
Project Total	\$	2,422,830

EXHIBIT C-10

PETERSON PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Peterson	Lawrence/ Kedzie	500,000
Scope		Budget
Ramps and Landscape Compliance	\$	-
Interior and Exterior Doors and Hardware	\$	70,000
Vertical Access	\$	-
Fire Alarm, Emergency Lighting and Electrical	\$	-
Bathroom, Drinking Fountains and Plumbing	\$	350,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	15,000
Construction Sub-Total	\$	435,000
Contingency and Change Orders	\$	2,025
Design Fees and Construction Management	\$	69,600
Project Total	\$	506,625

EXHIBIT C-11

CHAPPELL PROJECT TIF-FUNDED IMPROVEMENTS

School	TIF Name	TIF Budget
Chappell	Western Ave. North	1,500,000
Scope		Budget
Ramps and Landscape Compliance	\$	76,500
Interior and Exterior Doors and Hardware	\$	135,000
Vertical Access	\$	450,000
Fire Alarm, Emergency Lighting and Electrical	\$	250,200
Bathroom, Drinking Fountains and Plumbing	\$	355,000
Signage, Assistive Listening, Entrance Controls, Misc.	\$	30,000
Construction Sub-Total	\$	1,296,700
Contingency and Change Orders	\$	4,050
Design Fees and Construction Management	\$	207,472
Project Total	\$	1,508,222

EXHIBIT D

PROJECT

REQUISITION FORM #

State of Illinois

County of Cook

)
) SS
)

The affiant, _____ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement regarding Accessibility Improvements between the Board and the City dated _____, 2011 (the "Agreement"):

A. The following is a true and complete statement of all costs incurred for the Project by the Board:

TOTAL: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project paid for by the City to date (if any):

\$ _____

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit B to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks disbursement.

G. The Board hereby requests that the City direct disbursement to:

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

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

By: _____
Name: _____
Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

EXHIBIT E

SECOND-YEAR THROUGH FIFTH-YEAR PROGRAM SCHOOLS

Amundsen HS
Armour
Attucks @ Farren
Bethune
Carpenter
Carver MS
Chase
Clemente HS
Coonley
Darwin
Dulles
Dumas
Dunbar HS
Dunne
Dvorak
Faraday
Fermi
Gladstone Bldg
Hartan HS
Harvard
Howe
Irving Pk
Johns
Kennedy HS
Kenwood HS
Kershaw
Lane Tech HS
Lincoln Park HS
Lozano
Madero
Mason
Mayer
Medill
Mireles
Murphy
Ortiz de Dominguez
Poe
Raymond
Reed
Richards
Schneider
Schurz HS

Sexton
S. Chicago
Spencer
Stevenson
Thorp, J.
Tilton
Washington, H.
Individual Accommodations at Various Schools @ \$500,000 Annually
At least 4 schools tba for CPS FY 2011
5-7 schools tba for CPS 2012