



Office of the City Clerk

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121 N. LaSalle St.
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Chicago, IL 60602
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Legislation Details (With Text)

File #: SO2011-1422
Type: Ordinance
File created: 3/9/2011
Status: Passed
In control: City Council
Final action: 4/13/2011
Title: Intergovernmental agreement with Chicago Board of Education regarding accessibility improvements
Sponsors: Daley, Richard M.
Indexes: Intergovernmental
Attachments: 1. O2011-1422.pdf, 2. SO2011-1422.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|----------------------|---------------------|--------|
| 4/29/2011 | 1 | Office of the Mayor | Signed by Mayor | Pass |
| 4/13/2011 | 1 | City Council | Passed | Pass |
| 4/13/2011 | 1 | City Council | Referred | |
| 4/11/2011 | 1 | Committee on Finance | Recommended to Pass | |

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SUBSTITUTE 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

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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

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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.

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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 ¹

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

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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

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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.

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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

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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

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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.

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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

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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

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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

12

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]

13

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

14

EXHIBIT A-1

ATTUCKS PROJECT

| | |
|-------------------------------------|---|
| Property Location | 5055 South State Street |
| TIF Ordinance Date | March 27, 2002 |
| Redevelopment Area | 47 ⁿ & 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 |

15

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 |

16

EXHIBIT A-3

1 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 |

17
EXHIBITA-4 ARMOUR PROJECT

| | |
|-------------------------------------|---|
| Property Location | 950 West 33rd Place |
| TIF Ordinance Date | January 14, 1997; May 5, 2004, |
| Redevelopment Area | 35 ⁿ & 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 |

18
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 |

19
EXHIBIT A-6 LAWNGDALE 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 |

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20
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 ■ |

21
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 |

22

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 |

23

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 |

24

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 |

25

EXHIBIT B-1 ATTUCKS PROJECT BUDGET

School

Attucks/ Farren Bldg.

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name 47th/ King

Budget

TIF Budget 1,000,000

\$ \$ \$

75,000 525,000

220,000 40,000

\$ \$ \$

860,000 5,400 137,600

1,003,000

26

EXHIBIT B-2 BURKE PROJECT BUDGET

TIF Name 47th/ State

TIF Budget 1,000,000

\$ \$ \$ \$

\$ \$

Budget 156,000 225,000 525,000 537,000 675,000

75,000

2,193,000 10,125 350,880

2,554,005

School Burke

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_____

27

EXHIBIT B-3 BANNEKER PROJECT BUDGET

School Banneker

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls; Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_._

TIF Name Englewood

TIF Budget . 2,000,000

\$ \$ \$ \$ \$

Budget 147,500 175,000 485,000 469,500 575,000

50,000

\$ \$ \$

1,902,000 6,750 304,320

2,213,070

28

EXHIBIT B-4 ARMOUR PROJECT BUDGET

TIF Name 35th/Halsted

TIF Budget 2,673,750

\$ \$ \$ \$ \$

Budget 127,500 195,000

, 800,000 544,500 555,000

75,000

2,297,000 10,125 367,520

2,674,645

School Armour

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_

29

EXHIBIT B-5 HEARST PROJECT BUDGET

School Hearst

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_

TIF Name Cicero/ Archer

TIF Budget 2,219,500

\$ \$ \$ \$ \$

Budget 157,500 215,000 450,000 604,500 455,000

30,000

\$ \$

1,912,000 4,050 305,920

2,221,970

\

30

EXHIBIT B-6 LAWN DALE PROJECT BUDGET

School Lawndale

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_

TIF Name Midwest

TIF Budget 2,500,000

\$ \$ \$ \$ \$

Budget 57,500 215,000 800,000 267,000 755,000

55,000

\$ \$

2,149,500 7,425 343,920

2,500,845

31

EXHIBIT B-7 PLAMONDON PROJECT BUDGET

School Plamondon

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders .

Design Fees and Construction Management

Project Total__

TIF Name Western/ Ogden

TIF Budget 1,748,000

\$ \$ \$

\$ \$

Budget 107,500 145,000 450,000 417,000 355,000

30,000

\$ \$

1,504,500 4,050 240,720

1,749,270

32

EXHIBIT B-8 SCHURZ PROJECT BUDGET

School Schurz HS

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total__

TIF Name Portage Park

TIF Budget 2,100,000

\$ \$ \$ \$

\$ \$

Budget 157,500 395,000 900,000 894,250

1,210,000

70,000

3,626,750 9,450 580,280

4,216,480

33

EXHIBIT B-9 HAYT PROJECT BUDGET

School Hayt

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total__

TIF Name Clark/ Ridge'

TIF Budget 670,000

\$ \$ \$ \$ \$

Budget 138,500 170,000 500,000 567,000 635,000

70,000

\$ \$

2,080,500 9,450 332,880

2,422,830

34

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EXHIBIT B-10 PETERSON PROJECT BUDGET

School Peterson

TIF Name Lawrence/ Kedzie

TIF Budget 500,000

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_ _

\$ \$
\$ \$ \$
Budget 70,000
350,000 15,000
435,000 2,025 69,600
506,625
35

EXHIBIT B-11 CHAPPELL PROJECT BUDGET

School Chappell

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_

TIF Name

Western Ave. North

TIF Budget 1,500,000

\$ \$ \$ \$ \$
Budget 76,500 135,000 450,000 250,200 355,000
30,000
\$ \$
1,296,700 4,050 207,472
1,508,222

36

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EXHIBIT C-1

ATTUCKS PROJECT TIF-FUNDED IMPROVEMENTS

School

Attucks/ Farren Bldg. Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access
Fire Alarm. Emergency Lighting and Electrical
Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.
Construction Sub-Total
Contingency and Change Orders
Design Fees and Construction Management
Project Total_

TIF Name 47th/ King

\$ \$ \$ \$

\$ \$ \$

Budget

75,000 525,000
220,000 40,000
860,000 5,400 137,600
TIF Budget 1,000,000
1,003,000

37

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_

38

EXHIBIT C-3

BANNEKER PROJECT TIF-FUNDED IMPROVEMENTS

School Banneker

TIF Name Englewood

TIF Budget 2,000,000

Scope

Ramps and Landscape Compliance -Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

\$ \$ \$ \$

\$ \$

Budget 147,500 175,000 485,000 469,500 575,000

50,000

1,902,000 6,750 304,320

2,213,070

39

1

EXHIBIT C-4

ARMOUR PROJECT TIF-FUNDED IMPROVEMENTS

School Armour

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name 35th/Halsted

\$ \$ \$ \$ \$

\$ \$

Budget 127,500 195,000 800,000 544,500 555,000

75,000

2,297,000 10,125 367,520

TIF Budget 2,673,750

2,674,645

40

EXHIBIT C-5

HEARST PROJECT TIF-FUNDED IMPROVEMENTS

School Hearst

TIF Name Cicero/ Archer

TIF Budget 2,219,500

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc. •

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

, \$ \$ \$ \$ \$

\$ \$ \$

Budget 157,500 215,000 450,000 604,500 455,000

30,000

1,912,000 4,050 305,920

2,221,970

\

41

EXHIBIT C-6

LAWNDALE PROJECT TIF-FUNDED IMPROVEMENTS

School Lawndale

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name Midwest

TIF Budget 2,500,000

\$ \$ \$ \$ \$

Budget 57,500 215,000 800,000 267,000 755,000

55,000

\$ \$

2,149,500 7,425 343,920

2,500,845

42

EXHIBIT C-7

PLAMONDON PROJECT TIF-FUNDED IMPROVEMENTS

School Plamondon

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name Western/ Ogden

\$ \$ \$ \$ \$

\$ \$

Budget 107,500 145,000 450,000 417,000 355,000

30,000

1,504,500 4,050 240,720

TIF Budget 1,748,000
1,749,270
43

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EXHIBIT C-8

SCHURZ PROJECT TIF-FUNDED IMPROVEMENTS

School Schurz HS

TIF Name Portage Park

TIF Budget 2,100,000

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

\$ \$

\$ \$

Budget 157,500 395,000 900,000 894,250

1,210,000

70,000

3,626,750 9,450 580,280

4,216,480

44

EXHIBIT C-9 HAYT PROJECT TIF-FUNDED IMPROVEMENTS

TIF Name Clark/ Ridge

TIF Budget 670,000

\$ \$ \$ \$ \$

\$

Budget 138,500

¹ 170,000 500,000 567,000 635,000

70,000

2,080,500 9,450 332,880

2,422,830

School Hayt

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

45

EXHIBIT C-10 PETERSON PROJECT TIF-FUNDED IMPROVEMENTS

School Peterson

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name Lawrence/ Kedzie

TIF Budget 500,000

\$ \$

Budget 70,000

350,000 15,000

\$ \$ \$

435,000 2,025 69,600

506,625

46

EXHIBIT C-11

CHAPPELL PROJECT TIF-FUNDED IMPROVEMENTS

School Chappell

Scope

Ramps and Landscape Compliance Interior and Exterior Doors and Hardware Vertical Access

Fire Alarm. Emergency Lighting and Electrical

Bathroom, Drinking Fountains and Plumbing Signage, Assistive Listening, Entrance Controls, Misc.

Construction Sub-Total

Contingency and Change Orders

Design Fees and Construction Management

Project Total_

TIF Name

Western Ave. North

TIF Budget 1,500,000

\$ \$ \$ \$ \$

Budget 76,500 135,000 450,000 250,200 355,000

30,000

\$ \$

1,296,700 4,050 207,472

1,508,222

47

EXHIBIT D

_PROJECT

REQUISITION FORM #

State of Illinois)

)SS

County of Cook)

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:

48

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:.

49

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 Harlan HS Howe Irving Pk Johns

Kennedy HS Kershaw Lincoln Park HS Mayer Medill

Ortiz de Dominguez Poe

Raymond

Reed

Richards

Schneider

Schurz HS

Sexton

S. Chicago

Spencer

Thorp, J.

Tilton

Individual accommodations at several various schools @ \$500,000 annually At least 4 schools tba for CPS FY 2011 5-7 schools tba for CPS FY 2012

50