



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Legislation Text

File #: O2020-3893, **Version:** 1

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 22, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an intergovernmental agreement with the Chicago Housing Authority regarding property located at 1450 North Larrabee Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Housing Authority (the "CHA"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the CHA owns a facility known as Near North High School (the "Building") located on a parcel of land commonly known as 1450 N. Larrabee Street, Chicago, Illinois (the "Property") as further

described on Exhibit A; and *

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA has undertaken the redevelopment of the former Near North High School property and surrounding areas into a mixed income community (the 'Cabrini Redevelopment') as further set forth in its Plan for Transformation (the "Plan") and pursuant to court orders issued in a litigation against the CHA entitled Cabrini-Green Local Advisory Council v. Chicago Housing Authority, et. al. No 96 C 6949 (the "Cabrini-Green Litigation") before the United States District Court for the Northern District of Illinois on September 12, 2000, March 17, 2004, January 29, 2007 and September 16, 2015 (collectively, the "Cabrini Consent Decree"); and

WHEREAS, in order for the redevelopment of the Property to proceed, the Building must be demolished (collectively, the "Project"); 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances (the "Near North Ordinances") adopted on July 30, 1997 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal"), for said date at pages 49207 to 49374, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Bronzeville Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

WHEREAS, the Property lies wholly within the boundaries of the Area; and

WHEREAS, under the TIF Act, such incremental ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may 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 a redevelopment plan, and obligations relating thereto; and

WHEREAS, the Department of Planning and Development of the City ("DPD") desires to use a portion of the Increment from the Area in an amount not to exceed \$4,000,000 (the "TIF Assistance") for the purpose of funding the proposed demolition on the Property (the "TIF-Funded Improvements") in the Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Area; and

WHEREAS, the City and the CHA desire to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the CHA for the TIF-Funded Improvements; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance (the "Authorizing Ordinance") as though fully set forth herein.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the CHA's capital improvements 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 -74.4-3(u) of the Act.

SECTION 3. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the Agreement in substantially the form attached hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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 Authorizing Ordinance, the provisions of this Authorizing Ordinance shall control. If any section, paragraph, clause or provision of this Authorizing Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this Authorizing Ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval

EXHIBIT A to the Ordinance

Legal Description

That part of Lot 137 (except Parts taken for streets), in Butterfields addition to Chicago, being a subdivision in the Northwest $\frac{1}{4}$ of Section 4, Township 39, Range 14 East of the Third Principal Meridian according to the plat recorded May 17, 1845 (Anti-Fire), AND ALSO, Lots 1-4, both inclusive, (except Parts taken for streets), in W.S. Johnson's Subdivision of Lot 138 in subdivision of Butterfield's Addition to Chicago, aforementioned (Anti-Fire), AND ALSO, Lots 1-3, both inclusive, (except Parts taken for streets), in Subdivision of Lots 7, 10 & 11 in Subdivision of Lots 133 to 136 subdivision of Butterfield's Addition to Chicago, aforementioned (Anti-Fire), AND ALSO, Lots 1-6, both inclusive, lots 8, 9 and 12, (except Parts taken for streets and alleys), in Subdivision of Lots 133,134, 135 & 136 in Butterfield's Addition to Chicago, aforementioned (Anti-Fire) AND ALSO alley's between the above described lots Vacated by Ordinance passed July 7, 1977 as Doc. Number 24129310 (76-372), being more particularly described as follows:

Beginning at the Southeast corner of said Lot 1 in the Subdivision of Lots 133, 134, 135 & 136 in Butterfield's Addition; thence South 88 degrees 18 minutes 17 seconds West along the South line of said Lot 1, a distance of 37.10 feet to the Southwest corner of said Lot 1; thence South 43 degrees 24 minutes 06 seconds West along the Easterly line of said Lot 2 in the Subdivision of Lots 133, 134, 135 & 136 in Butterfield's Addition 42.90 feet to the Northeast Right of Way line of North Clybourne Avenue, said point also being the Southeast corner of said Lot 2; thence North 46 degrees, 35 minutes, 54 seconds West, along said Northeast Right of way line, a distance of 132.50 feet; thence North 43 degrees 24 minutes 07 seconds East, a distance of 80.00 feet; thence North 46 degrees 35 minutes 53 seconds West, a distance of 132.75 feet; thence North 43 degrees 24 minutes 05 seconds East, a distance of 83.73 feet; thence North 88 degrees 18 minutes 17 seconds East, a distance of 98.76 feet; thence South 01 degree 41 minutes 43 seconds East, a distance of 142.00 feet; thence North 88 degrees 18 minutes 17 seconds East, a distance of 40.00 feet to the West right of way line of N. Larrabee Street; thence South 01 degree, 41 minutes, 43 seconds East, along said West line of N Larrabee Street, a distance of 131.17 feet to the Point of Beginning, all in the City of Chicago, Cook County, Illinois.

PIN Numbers:

- . 17-04-120-001 thru 17-04-120-024
- . 17-04-119-001 thru 17-04-119-024
- . 17-04-119-027 thru 17-04-119-037
- . 17-04-119-040
- . 17-04-115-043

Address: 1450 N. Larrabee Street Chicago, Illinois

EXHIBIT B to the Ordinance Intergovernmental Agreement

See attached.

4

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF CHICAGO AND THE CHICAGO HOUSING AUTHORITY
(Near North High School)**

This Intergovernmental Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2020 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, acting by and through its Department of Planning and Development ("DPD"), and the Chicago Housing Authority (the "CHA"), an Illinois municipal corporation.

RECITALS

WHEREAS, the CHA owns a facility known as Near North High School (the "Building") located on a parcel of land commonly known as 1450 N. Larrabee Street, Chicago, Illinois (the "Property"); and

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of

1937, 42 U.S.C. 1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA has undertaken the redevelopment of the former Near North High School property and surrounding areas into a mixed income community (the "Cabrini Redevelopment") as further set forth in its Plan for Transformation (the "Plan") and pursuant to court orders issued in a litigation against the CHA entitled Cabrini-Green Local Advisory Council v. Chicago Housing Authority, et. al. No 96 C 6949 (the "Cabrini-Green Litigation") before the United States District Court for the Northern District of Illinois on September 12, 2000, March 17, 2004, January 29, 2007 and September 16, 2015 (collectively, the "Cabrini Consent Decree"); and

WHEREAS, in order for the redevelopment of the Property to proceed, the Building must be demolished (, the "Project"); and

WHEREAS, CHA has selected Near North Cabrini. LLC, an Illinois limited liability company as developer to implement the Project, (the "Developer"); 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act. and pursuant to the ordinance adopted on July 30, 1997 and published at pages 49207-49374 in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") for said date, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the

1

City known as the Near North Redevelopment Project Area (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area.

WHEREAS, all of the Property lies wholly within the boundaries of the Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(2), such incremental 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 ("Incremental Taxes") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project (Incremental Taxes collected from Area shall be known as the "Area Increment"); and

WHEREAS, the Area Plan contemplates that tax increment financing assistance would be provided for facilitating the preservation and rehabilitation of residential and public/institutional uses, remediation and demolition efforts, and public works improvements in furtherance of the Plan, such as the Project, within the boundaries of the Area; and

WHEREAS, the City desires to use a portion of the Area Increment (the "City Funds") for the Project; and

WHEREAS, the City agrees to use the City Funds in an amount not to exceed \$4,000,000 to reimburse the CHA for a portion of the costs of the TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project will be carried out in accordance with this Agreement and the Area Plan; and

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:

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS

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

ARTICLE TWO: THE PROJECT

1. Compliance with All Laws. The CHA 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 CHA, all as may be in effect from time to time, pertaining to or affecting the Project or the CHA as related thereto. The CHA shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the CI 1A shall provide evidence satisfactory to the City of such compliance.

2

2. The Project. The CHA covenants, represents and warrants that the plans and specifications for the Project at a minimum meet the general requirements as set forth in Exhibit 1 hereof.

3. Contracts. In all contracts relating to the Project, the CHA 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 Project by the contractor or contractor's suppliers, employees, or agents.

ARTICLE THREE: FUNDING

1. Requisition Form.

a) Upon completion of the Project, the CHA shall provide DPD with a Requisition Form, in the form of Exhibit 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget for the Project (the "Project Budget") attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon Project Costs which the CHA has paid; and (iii) all other documentation described in Exhibit 2. The City shall review and, in the City's discretion, approve the Requisition Form and make the requested and approved disbursement of City Funds. The CHA will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements. The City agrees to use the

City Funds in an amount not to exceed \$4,000,000 to reimburse the CHA for a portion of the costs of the TIF-Funded Improvements.

b) Delivery by the CHA to DPD of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

i) the total amount of the City Funds previously disbursed (if any) represents the actual amount 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 current Requisition Form have been paid to the parties entitled to such payment;

iii) the CHA has approved all work and materials for the Requisition Form, such work and materials conform to the plans and specifications for the Project and the CHA has completed construction of the Project according to the terms of this Agreement; and

iv) the CHA 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 CHA, all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy, Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements, pertaining to or affecting the Project.

The City shall have the right, in its discretion, to require the CHA to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and the approval of the Requisition Form by the City shall be subject to the City's review

3

and approval of such documentation and its satisfaction that such certifications 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 CHA.

2. Project Budget. The current estimate of the cost of the Project is \$4,000,000. The CHA has delivered to the City, and the City hereby approves, the Project Budget attached hereto and incorporated herein as Exhibit 3. The CHA certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The CHA agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the CHA. If the CHA at any point does not have sufficient funds to complete the Project, the CHA shall so notify the City in writing, and the CHA may narrow the scope of the Project as agreed with the City in order to complete the Project with the available funds.

3. TIF-Funded Improvements. Attached as Exhibit 4 and incorporated herein is a list of costs recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"). All TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Area Plan; and (c) be improvements that the Commissioner has agreed to pay for out of Area Increment, subject to the terms of this Agreement.

4. Excess City Funds. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the CHA 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 CHA and expended by the CHA on the Project.

5. Reports. If requested by the City, the CHA shall provide to the City monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project. Final reports generated for the City about the Project, if any, will be provided by CFIA to the City.

6. Disbursement. The City shall, subject to the CHA's satisfaction of the conditions precedent to disbursement described in this Article Three and such other conditions contained in this Agreement, disburse the City Funds to the CHA.

7. Subordination of Right to Receive Payments. CHA's right to receive payments hereunder shall be subordinate to the now existing obligations of the City to be paid from Area Increment, including but not limited to the (a) a city fee consisting of ten percent (10%) of the Incremental 'taxes for payment of costs incurred by the City for the administration and monitoring of the Area, including the Project; and (b) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence on the date of its execution and shall expire on December 31, 2022.

ARTICLE FIVE: INDEMNITY; DEFAULT AND REMEDIES

1. Indemnity. The CHA agrees to indemnify, defend and hold the City, its officers,

4

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: (1) the Project, including but not limited to the CHA's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection therewith (but not including the City's negligence or intentional actions); or (2) the CHA's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

2. Default and Remedies. The failure of the CHA to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the CHA under this Agreement or any related agreement shall constitute an "Event of Default" by the CHA hereunder. Upon the occurrence of an Event of Default, the City may, after notice an applicable cure period, terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. 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 CHA shall fail to perform a covenant which the CHA 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 CHA has failed to cure such default within thirty (30) days of 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 CHA 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 CHA shall be addressed to:

Chicago Housing Authority 60 E. Van Buren St., 12th
Floor Chicago. Illinois 60605 Attention: Chief
Executive Officer

with a copy to:

Chicago Housing Authority Office of the General
Counsel 60 E. Van Buren St., 12th Floor Chicago,
Illinois 60605 Attention: Chief Legal Officer

5

Notice to the City shall be addressed to:

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

and

Corporation Counsel Department of
Law City Hall, Room 600 121 North
LaSalle Street Chicago, Illinois 60602
Attention: Finance and Economic Development Division

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) confirmed facsimile; (c) overnight courier, receipt requested; 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 with confirmation of receipt. 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 three (3) 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 CHA 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

6

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, 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 two counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on _____, 2020 (the "Agreement Ordinance"). Execution of this Agreement by the CHA is authorized by order of the Board of Commissioners of the CLIA on November 20, 2018. 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 CHA 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 CEIA.

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

7

No member, official, employee, commissioner or agent of the City or the CHA 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 Chicago Housing Authority: Ann McKenzie
Chief Development Officer Chicago Housing
Authority 60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605 Phone:(312)913-7656

For the City: William Jeffries
Deputy Commissioner City of Chicago
Department of Planning and Economic Development City Hall,
Room 1000^ 121 North LaSalle Street Chicago, Illinois 60602
Phone:(312) 744 -0893

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.

[Balance of this page is intentionally left blank. The signature page immediately follows this page.]

8

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

By: ___^
Michael D. Cox, Commissioner Department of Planning
and Development

CHICAGO HOUSING AUTHORITY

By:
James L. Debley
Acting Chief Executive Officer

Approved as to Form and Legality Office of the
General Counsel Chicago Housing Authority

By:
General Counsel

9

EXHIBIT 1

FEATURES OF THE PROJECT

Address: Near North High School
Address: 1450 North Larrabee Street Chicago.
Illinois 60610

Project Description: The Project consists of:

- The demolition of landscaping, demolition of existing building, and the demolition of existing sidewalks located within the Property.

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

E. The CHA 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 CHA 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 CHA 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 CHA. all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy. Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements pertaining to or affecting the Project.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the Project Budget attached as Exhibit 3 to the Agreement; and (2) evidence of the expenditures upon TIF-Funded improvements for which the CHA hereby seeks reimbursement.

11

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

CHICAGO HOUSING AUTHORITY

By: _____
Name:
Title:

Subscribed and sworn before me this _____ day of _____

My commission expires:

Agreed _____ and _____ accepted: _____ CITY _____ OF
CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

Name: Title:

12

EXHIBIT 3

PROJECT BUDGET Cabrini Near North High School - Demolition & Remediation Budget:

Pre-demolition Services:

| | |
|-------------------------------------|-------------------|
| Civil Engineering | \$ 50,000 |
| Security (pre-demo & demo services) | 175,000 |
| Temporary Fencing | 100,000 |
| Subtotal: | \$ 325,000 |

Demolition Services:

| | |
|---|--------------------|
| Demolition & Abatement & Remediation | \$2,877,253 |
| Contingency | 287,725 |
| Environmental Remediation/Abatement Oversight | 180,022 |
| Environmental Engineering | 50,000 |
| Legal | 25,000 |
| Geotechnical Engineering/Oversight | 20,000 |
| Title | 10,000 |
| Permit Fees | 10,000 |
| *Developer Services Fee | 215,000 |
| Subtotal: | \$3,675,000 |

Total Project Uses: \$4,000,000

Development Sources -TIF: \$4,000,000

*In consideration of the Developer's performance, the CHA will pay to the Developer a service fee in the amount of \$215,000 which payment shall be earned and due fifty percent (50%) at closing, and fifty percent (50%) upon completion of the demolition project.

13

EXHIBIT 4

TIF-FUNDED IMPROVEMENTS

| <u>Line Item:</u> | <u>Cost:</u> |
|---|---------------------|
| Civil Design Documents & Specs | \$ 23,850 |
| Security Fencing | \$ 34,720 |
| Environmental Survey & Remediation Design Documents | \$ 14,300 |
| Construction - Demolition | \$2,877,253 |
| Contingency | \$ 303,122 |
| Environmental Architectural Remediation Design | \$ 22,500 |
| TOTAL: | \$3,275,745 |

"The Commissioner shall have authority to consent to adjustments between the line items set forth above and to consent to additional TIF-Funded Improvement redevelopment project costs within other categories authorized under the Act".

