



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Text

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File #: O2011-1029, Version: 1

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CHICAGO March 9, 2011

**To the President and Members of the City Council:**

**Your Committee on Finance having had under consideration**

An ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute an Intergovernmental Agreement with the Chicago Board of Education for the redevelopment of Uplift Community High School.

**Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed**

Ordinance Transmitted Herewith

**This recommendation was concurred in by\_(awiva voce voj  
of members of the committee with\_dissenting vote\!>).**

**Respectfully submitted**

**(signal**

**Chairman**

### OFFICE OF THE MAYOR

CITY OF CHICAGO  
RICHARD M. DALEY  
MAYOR

February 9, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an intergovernmental agreement with the Board of Education regarding TIF funding for Uplift Community High School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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### 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 <sup>7</sup>

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.). the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Commission owns in trust for and leases to the Board certain real property, which real property is generally located at 900 West Wilson Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, the Board is improving a high school on the Property known as Uplift Community High School; and •

WHEREAS, the improvement of the high school requires the Board to rehabilitate the buildings and related improvements which house and serve the high school (the "Facility") on the Property (all such activities referred to herein shall be known as 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 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 the following ordinances on June 27, 2001, published at pages 62341 through 62451 of the Journal of Proceedings of the City Council of the City for said date: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Wilson Yard Redevelopment Project Area" (the "Approval Ordinance," as amended pursuant to an ordinance adopted on November 18, 2009, published at pages 74053 through 74131 of the Journal of Proceedings of the City Council of the City for said date); "An Ordinance of the City of Chicago, Illinois Designating the Wilson Yard Redevelopment Project Area as a Tax Increment Financing District" (the Designation Ordinance"); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Wilson Yard Redevelopment Project Area" (the "Adoption Ordinance") (the aforesaid Approval, Designation and Adoption Ordinances are collectively referred to herein as the "Wilson Yard TIF Ordinances", the Redevelopment Plan approved by the Wilson Yard TIF Ordinances is referred to herein as the "Wilson Yard Redevelopment Plan" and the redevelopment project area created by the Wilson Yard TIF Ordinances, as amended, is referred to herein as the "Wilson Yard Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Wilson Yard 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 the Wilson Yard Redevelopment Area shall be known as the "Wilson Yard Increment"); and

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

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(4), Increment may also be used to pay costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and

WHEREAS, the Wilson Yard Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Wilson Yard Redevelopment Area; and

WHEREAS, the City desires to use a portion of the Wilson Yard Increment for the Project on the Property, all of which lies wholly within the boundaries of the Wilson Yard Redevelopment Area; and

WHEREAS, the City agrees to use a portion of the Wilson Yard Increment (the "City Increment Funds") in an amount not to exceed \$3,495,042 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 (as defined in Article Three, Section 3 of the form of agreement attached as Exhibit 1 hereto (the "Agreement") (the City Increment Funds disbursed pursuant to the Agreement shall be known as the "City Funds"); and

WHEREAS, in accordance with the Act, certain of the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to the Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Wilson Yard Redevelopment Plan, and the City finds, pursuant to this ordinance that certain of the TIF-Funded Improvements 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; and

WHEREAS, the City and the Board now desire to enter into the Agreement; 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. Subject to the approval of the Corporation Counsel as to form and legality, 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 3. 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 4. This ordinance takes effect upon passage and approval.

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**APPROVED**

**APPROVED**

**Mayi**

EXHIBIT 1

S:\Finance\Gaynor <file:///S:/Finance/Gaynor> New\Housing & Econ Dev\Uplift 2011 (rehab)\iga 3.doc

" INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING UPLIFT COMMUNITY HIGH SCHOOL

This Intergovernmental Agreement regarding Uplift Community High School (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, by and through its Department of Housing and Economic Development (the "Department"), 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, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Commission owns in trust for and leases to the Board certain real property, which real property is generally located at 900 West Wilson Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, the Board is improving a high school on the Property known as Uplift Community High School; and

WHEREAS, the improvement of the high school requires the Board to rehabilitate the buildings and related improvements which house and serve the high school (the "Facility") on the Property (all such activities referred to herein shall be known as 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 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 the following ordinances on June 27, 2001, published at pages 62341 through 62451 of the Journal of Proceedings of the City Council of the City for said date: "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Wilson Yard Redevelopment Project Area" (the "Approval Ordinance," as amended pursuant to an ordinance adopted on November 18, 2009, published at pages 74053 through 74131 of the Journal of Proceedings of the City Council of the City for said date); "An Ordinance of the City of Chicago, Illinois Designating the Wilson Yard Redevelopment Project Area as a Tax Increment Financing District" (the Designation Ordinance"); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Wilson Yard Redevelopment Project Area" (the "Adoption

Ordinance") (the aforesaid Approval, Designation and Adoption Ordinances are collectively referred to herein as the "Wilson Yard TIF Ordinances", the Redevelopment Plan approved by the Wilson Yard TIF Ordinances is referred to herein as the "Wilson Yard Redevelopment Plan" and the redevelopment project area created by the Wilson Yard TIF Ordinances, as amended, is referred to herein as the "Wilson Yard Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Wilson Yard 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 the Wilson Yard Redevelopment Area shall be known as the "Wilson Yard Increment"); and

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

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(4), Increment may also be used to pay costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and

WHEREAS, the Wilson Yard Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Wilson Yard Redevelopment Area; and

WHEREAS, the City desires to use a portion of the Wilson Yard Increment for the Project on the Property, all of which lies wholly within the boundaries of the Wilson Yard Redevelopment Area; and

WHEREAS, the City agrees to use a portion of the Wilson Yard Increment (the "City Increment Funds") in an amount not to exceed \$3,495,042 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 (as defined in Article Three, Section 3 of this Agreement) (the City Increment Funds disbursed pursuant to this Agreement shall be known as the "City Funds"); and

WHEREAS, in accordance with the Act, certain of the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City pursuant to this Agreement, are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Wilson Yard Redevelopment Plan, and the City has found, pursuant to the Agreement Ordinance (as such term is defined in Article Fourteen hereof) that certain of the TIF-Funded Improvements 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; 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 PROJECT

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the Facility as set forth in Exhibit B hereof, (b) be provided to the City by the Board, and (c) 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 Project 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 the 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 Project, 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 Project by the contractor or contractor's suppliers, employees, or agents.

#### ARTICLE THREE: FUNDING

1. (a) Upon completion of the Project (or, subject to the availability of City Funds and in the City's discretion, at intervals during the Project acceptable to the City), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has paid; and (iii) all other documentation described in Exhibit E. 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 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. Subject to the foregoing, the parties anticipate that the City Funds shall be disbursed pursuant to the schedule attached hereto as Exhibit J, subject in all events to the availability of applicable Increment as identified in the recitals hereof.

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

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

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

(c) [intentionally omitted]

(d) Payments of City Increment Funds will be subject to the availability of Wilson Yard Increment in the Wilson Yard Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund created pursuant to the Adoption Ordinance (the "Special Tax Allocation Fund"), subject to all applicable restrictions on and obligations of the City contained in all City ordinances relating to the Wilson Yard Increment and all agreements and other documents entered into by the City pursuant thereto.

(e) (i) The Board's right to receive payments hereunder shall be subordinate to the obligations of the City to be paid from Wilson Yard Increment and the commitments by the City to pay Wilson Yard Increment listed on Exhibit J hereto.

(ii) The City, subject to the terms of this subsection 1 (e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Wilson Yard Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7)

days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Increment Funds is subject to the City's compliance with all applicable requirements regarding the use of the Wilson Yard Increment deposited annually into the Special Tax Allocation Fund and the timing of such use.

(h) 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 the 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 ("Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the 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 Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is \$3,495,042. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board 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 Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct and rehabilitate the Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, 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"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Wilson Yard Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit H 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 Wilson Yard Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the 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 the Project.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. Commencing with the first State fiscal year (July 1 - June 30) beginning after the execution of this Agreement and for each State fiscal year thereafter until and including State fiscal year 2025, the Board shall annually notify the City of (i) the amount of the actual, final award that it receives from the Illinois Capital Development Board pursuant to the Illinois School Construction Law (5 ILCS 230/5-1), and (ii) any available "Excess Amount" (as defined in the following sentence). In the event that such an award in any particular State fiscal year exceeds 130% of \$114,914,131, as adjusted every January 31, beginning January 31, 2005, by the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor for the preceding calendar year period (the "Base Amount"), the Board shall provide the City with value equivalent to an amount that is equal to 50% of the grant amount that the Board receives that is in excess of

130% of the Base Amount (the "Excess Amount"). For example, if the Base Amount was \$100.00 and if the Board was awarded a grant of \$150.00 in a particular State fiscal year, \$20.00 of this award would qualify as Excess Amount; therefore, the Board would provide the City with value equivalent to \$10.00, which is 50% of the Excess Amount. After receipt by the City of the notice required under this paragraph and if an Excess Amount exists in any particular fiscal year, the Board and the City shall determine, by mutual agreement, what the equivalent value should be, if any, and the City shall inform the Board whether it wishes to receive such value by (i) having the Board pay the City, for its application, as determined by the City, an amount equal to the Excess Amount, or (ii) applying a reduction or credit (equal to the Excess Amount), in whole or in part, to some future assistance that the City is providing to the Board through one or more tax increment financing agreements. The City and the Board shall cooperate to establish a mutually agreeable process under which the Board will provide the requisite value to the City. It is acknowledged between the Board and City that a similar undertaking of the Board may be contained in other agreements between the City and the Board pursuant to which the City provides tax increment financing assistance for capital projects of the Board. Accordingly, the City shall have the sole and exclusive right to determine how to deal with the Excess Amount within the context of the several agreements that may be outstanding or contemplated from time to time that address the City's rights regarding any such Excess Amount.

#### ARTICLE FOUR: TERM

The Term of the Agreement shall be deemed to have commenced as of the Agreement Date set forth above and shall expire on the date on which the Wilson Yard Redevelopment Area is no longer in effect (through and including December 31, 2025).

#### 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 the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement 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 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 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 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 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 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 of 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, 14<sup>th</sup> Floor

Chicago, Illinois 60603

FAX: (773) 553-2701

and

General Counsel

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

Notice to the City shall be addressed to:

Commissioner

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

and

Corporation Counsel

121 North LaSalle Street, Room 600

Chicago, Illinois 60602 .

Attention: Finance and Economic Development Division FAX: (312) 744-8538

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

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

**ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT**

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

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

**ARTICLE NINE: MODIFICATION**

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

**ARTICLE TEN: COMPLIANCE WITH LAWS**

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

**ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall



be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, 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 and, as of the date hereof, replaces the Original Agreement in its entirety.

#### ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on \_\_, 2011 (the "Agreement Ordinance"). Execution of this Agreement by the Board is authorized by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

#### ARTICLE FIFTEEN: HEADINGS

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

#### ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

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

#### ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

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

#### ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

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

#### ARTICLE NINETEEN: REPRESENTATIVES

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

For the Board: Patricia L. Taylor, Chief Operating Officer

Board of Education of the City of Chicago 125 South Clark Street, 17<sup>th</sup> Floor Chicago, Illinois 60603 Phone: 773-553-2900 Fax: 773-553-2912

For the City: Bill Eager, Deputy Commissioner

City of Chicago, Department of Housing

and Economic Development 121 North LaSalle Street, Room 1003 Chicago, Illinois 60602 Phone: 312-744-9475 Fax: 312-744-2271 Email: [beager@cityofchicago.org](mailto:beager@cityofchicago.org) <<mailto:beager@cityofchicago.org>>

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.

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:

Acting Commissioner Department of Housing and Economic Development

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

By:

President Attest: By:

Secretary Board Resolution No.: 01-0725-RS2 Approved as to legal form:

General Counsel

EXHIBIT A [intentionally omitted]

EXHIBIT B

FEATURES OF THE FACILITY

Address: Uplift Community High School 900 West Wilson Ave. Chicago, IL 60640

Project Description: This project constructs new 3-story greenhouse atrium additions at the existing courtyards. An aluminum curtain wall system and sloped glazing roof enclosure system with operable portions for natural ventilation will be constructed. Additional landscaping, signage, new fire alarm devices, lighting, security cameras, dumpster and trash enclosures and other site improvements are also part of the project plan.

Capacity:

Current Enrollment: 546 Students

Uplift Community High School accommodates 546 students in Grades 9 through 12.

EXHIBIT C [intentionally omitted]

EXHIBIT D [intentionally omitted]

EXHIBIT E

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 between the Board and the City regarding Uplift Community High School dated \_\_, 2011 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

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:

\$\_\_

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 G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

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 J\_\_

Name: Title:

Subscribed and sworn before me this \_\_ day of

My commission expires:

Agreed and accepted: CITY OF CHICAGO  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Name: Title:

EXHIBIT F [intentionally omitted]

EXHIBIT G PROJECT BUDGET (see attached)

**Exhibit G , Project Budget**

**Uplift Community High School**

Landscaping and Site Preparation

Demolition, Landscaping and Signage \$587,987

Contingency and fees \$160,137

Environmental remediation \$37,406

**Subtotal ~ \$785,530**

**Design and Project Management \$847,282**

Construction \$1,421,799

Contingency and fees \$351,753

Environmental remediation \$88,678

**Total \$3,495,042**

EXHIBIT H

PROJECT TIF-FUNDED IMPROVEMENTS (see attached)

**Exhibit H**

**TIF - Eligible Expenses**

**Uplift Community High School**

Landscaping and Site Preparation

Demolition, Landscaping and Signage \$587,987

Contingency and fees \$160,137

Environmental remediation \$37,406

**Subtotal \$785,530**

**Design and Project Management \$847,282**

Construction \$1,421,799

Contingency and fees \$351,753

Environmental remediation \_ \$88,678

**Total \$3,495,042**

/

EXHIBIT I

ANTICIPATED DISBURSEMENT SCHEDULE f [not attached for purposes of ordinance - to be attached at closing]

EXHIBIT J

RDA/IGA Name Wilson Yard - 4400 N.

Broadway \$

Clifton Magnolia Apts \$

Uplift Community School \$

Steward School Campus park \$

Truman College \$

Mercy Housing \$

SBIF ; \$

Uptown Preservation Apts \$

Hazel Winthrop Apts \$

CTA Station Improvements \$

SENIOR OBLIGATIONS Nominal Amt

54,228,392

4,265,000

1,591,968

1,443,800 10,000,000

3,000,000

1,000,000 557,273  
5,900,000  
3,000,000