

January 24, 2018

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF SURPLUS PROPERTY
AT 7600 S. KEDZIE (NORTHWEST CORNER of 76TH STREET AND KEDZIE)**

THE ACTING CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") or the City of Chicago ("City"), as necessary, to convey to Monument of Faith Evangelistic Church ("Purchaser") the vacant property at the northwest corner of 76th Street and South Kedzie also commonly known as 7600 S. Kedzie ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from March 13, 2017 through September 28, 2017. Bids were received by the Procurement Department by 2:00 p.m. on September 28, 2017, and opened on the same date. The following two (2) bids and best and final offers were received:

Bidder	Initial Bid	Best & Final Offer	Proposed Use
Monument of Faith Evangelistic Church	\$1,000,000	\$1,000,000	Mixed use development/family center including: social, senior, housing & health care support services, pre-k care workforce and career training and development, youth entrepreneurship, performing arts, fitness center
All Nations Worship Assembly	\$600,000	\$625,000	4000 seat auditorium, swimming pool, adult education center, computer lab and fitness trail

APPRAISAL: As of October 1, 2017 an appraisal of the Property was obtained for the Board indicating the disposition value of the Property in "As Is-Where Is" condition and as currently zoned (M1-1 and M1-2 Industrial Corridor). The appraiser's value also considered the restrictive covenant and reverter as described on Exhibit A.

Appraiser: KMD Valuation Group LLC
Disposition Value: \$1,000,000-\$1,400,000

RECOMMENDATION: The Property is surplus property and not needed for school purposes. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Property shall be sold "As Is, Where Is." The deed shall also provide that the Board, the PBC and the City shall be released and discharged from any and all future responsibility or liability with respect to the Property's physical and environmental condition.

The PBC and/or City, shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three (3) years of the date of the deed. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the Board, if this restriction is breached without the Board's Chief Operating or Administrative Officer's prior written approval.

The appraisal and bids received were reviewed and it is recommended that the following bid be accepted:

Bidder Name: Monument of Faith Evangelistic Church
Address: 2750 W. Columbus Avenue, Chicago Illinois 60652 t
Contact: LaShawn Littrice, CFO 708-921-0452
Offer: \$1,000,000
Grantee: Monument of Faith Evangelistic Church

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and/or City to issue a deed in favor of Purchaser, Monument of Faith Evangelistic Church. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel, the Chief Operating Officer and Chief Administrative Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: \$1,000,000 less closing costs and commissions to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

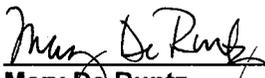
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

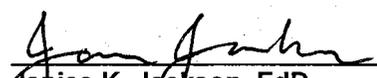
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



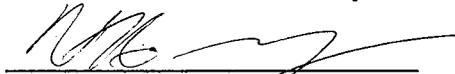
Mary De Runtz
Deputy Chief of Capital Planning
& Construction

Approved:



Janice K. Jackson, EdD
Acting Chief Executive Officer

Approved as to legal form 



Douglas A. Henning
Acting General Counsel

EXHIBIT A

**PROPERTY OFFERED FOR SALE
THE BOARD RESERVES RIGHT TO MAKE CHANGES AS NECESSARY**

PROPERTY: VACANT LAND

ADDRESSES: 76TH & KEDZIE AVENUE

PINS: THE EAST 16.733 ACRES OF PIN 19-26-405-001
(Purchaser will be required to file for a tax division at its expense)

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 33.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 26 THENCE NORTH 88 DEGREES 25 MINUTES 16 SECONDS EAST ALONG SAID PARALLEL LINE, BEING ALSO THE NORTH LINE OF WEST 77TH STREET AS DEDICATED PER DOCUMENT 09244116032 A DISTANCE OF 666.61 FEET TO THE EAST LINE OF SOUTH SPAULDING AVE AS OPENED FOR PUBLIC STREET BY DOCUMENT 1111518023 FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 38 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 1294.47 FEET TO THE NORTH LINE THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 26; THENCE NORTH 88 DEGREES 27 MINUTES 15 SECONDS EAST ALONG NORTH LINE 553.12 FEET TO THE WEST LINE OF SOUTH KEDZIE AVE; THENCE ALONG SAID WEST LINE THE FOLLOWING DESCRIBED THREE (3) COURSES AND DISTANCES; 1) SOUTH 01 DEGREE 37 MINUTES 57 SECONDS EAST 860.32 FEET; 2) THENCE NORTH 88 DEGREES 25 MINUTES 16 SECONDS EAST 30.00 FEET; 3) THENCE SOUTH 01 DEGREE 37 MINUTES 57 EAST 433.83 FEET TO SAID NORTH LINE OF WEST 77TH STREET; THENCE SOUTH 88 DEGREES 25 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE 583.07 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 16.733 ACRES (728,890 SQUARE FEET).

USE RESTRICTION:

THE PROPERTY MAY NOT BE USED AS A K-12 CHARTER SCHOOL.

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR CHIEF ADMINISTRATIVE OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHCAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.