WHEREAS, The Metropolitan Transit Authority Act, 70 ILCS 3605/8, provides that the Chicago Transit Authority ("Authority") has the power to acquire any real property useful for its purposes; and

WHEREAS, Since 1982, the Authority has had a License to operate and maintain communications facilities for a rooftop antenna located at 1603 Orrington Avenue, Evanston, Illinois (the “Property”), as shown in Exhibit A attached hereto; and

WHEREAS, The Authority’s communications equipment at the Property provides a vital link in the Authority’s radio communications system for the bus and rail operations on the north side of Chicago and adjoining suburban areas; and

WHEREAS, The current Antenna Site License Agreement was entered into on February 1, 2004, amended on March 30, 2009, and amended the second time on December 31, 2013; and

WHEREAS, The agreement expired on January 31, 2019 and has been operating on a month-to-month basis; and

WHEREAS, Technology staff has reviewed communications system requirements and determined that continued use of the Property for the operation and maintenance of the Authority’s communications equipment is required for bus and rail operations; and

WHEREAS, Staff has negotiated a Third Amendment to Antenna Site License Agreement with GRE-GOCO Orrington Owner LLC, as successor in interest to GFRI/Golub Evanston L.L.C., LR 1603 Orrington LLC, and Orrington LL, LLC, which would permit the continued use of the Property through February 1, 2024 for an annual License fee of Twelve Thousand One Hundred Twelve Dollars and Eighty Cents ($12,112.80) which will increase by three percent (3%) per year; and

WHEREAS, The third amendment contains three (3) five-year options to extend; and
WHEREAS, All other terms of the License Agreement, including the mutual indemnification clause, will remain unchanged; now, therefore:

BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chicago Transit Board hereby authorizes the Third Amendment to Antenna Site License Agreement between GRE-GOCO Orrington Owner LLC, as Licensor, and the Chicago Transit Authority, as Licensee, for use of certain portion of the roof antenna located at 1603 Orrington Avenue, Evanston, Illinois, as shown in Exhibit A hereto, to operate and maintain the Authority communications equipment for a term of five (5) years, effective February 1, 2019 to January 31, 2024, with three (3) five-year options to extend.

SECTION 2. The Vice Chair of the Board, or her designee, is hereby authorized, pursuant to Section 7 of the Chicago Transit Authority Bylaws, Rules and Regulations and Rules of Order due to the absence of a Board Chair, to enter into an agreement which includes a first year annual license fee of Twelve Thousand One Hundred Twelve Dollars and Eighty Cents ($12,112.80) which will increase by three percent (3%) per year, provides that the other terms of the Antenna Site License Agreement including the mutual indemnification clause shall remain unchanged, and contains such other terms that are substantially in conformance with the Third Amendment to Antenna Site License Agreement attached as Exhibit B hereto.

SECTION 3. The Vice Chair, or her designee, is further authorized to take such actions and execute such documents as may be necessary to implement the objectives of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

APPROVED: 

__________________________   ____________________________
Vice Chair                 Assistant Secretary

November 18, 2020          November 18, 2020