

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
(Various Completed Projects)**

This Agreement (the "**Agreement**") is made as of this 22nd day of August, 2018 (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development or any successor thereto ("**DPD**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "**Parties**."

RECITALS

A. 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.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District seeks reimbursement of funds it has expended for the rehabilitation of certain facilities which are described in Exhibits A through H attached hereto (each a "**Project**" or collectively, "**Projects**"), located on property legally described in Exhibits A through H (each a "**Property**" or collectively, "**Properties**").

D. The Park District owns or leases the Properties and the Properties lie wholly within the boundaries of certain Tax Increment Financing Redevelopment Project Areas, as set forth in Exhibits A through H (each, a "**Redevelopment Project Area**").

E. 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.

F. The City Council of the City adopted ordinances (the "**TIF Ordinances**") pursuant to the provisions of the Act: (i) approving a redevelopment plan and project for each Redevelopment Project Area; (ii) designating each Redevelopment Project Area as a "redevelopment project area"; and (iii) adopting tax increment financing for each Redevelopment Project Area.

G. Under 65 ILCS 5/11-74.4-3(q)(7), 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 ("**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.

H. The Park District is a taxing district under the Act.

I. DPD wishes to make available to the Park District a portion of the Increment from the Redevelopment Project Areas in amounts specified in **Exhibits A** through **H** (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Projects (the "**TIF-Funded Improvements**") in the Redevelopment Project Areas to the extent and in the manner provided herein.

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Projects, within the boundaries of the respective Redevelopment Project Areas.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District'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.

L. The City and the Park District wish to enter into this Agreement whereby the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Projects.

M. The City Council adopted ordinances described in **Exhibits A** though **H** (the "**Authorizing Ordinances**"), among other things, authorizing the execution of this Agreement.

N. The Park District's Board of Commissioners passed an ordinance(s) expressing its desire to accept TIF Assistance from the City for the Projects and authorizing the execution of this Agreement (the "**Park District Ordinance(s)**") as described in **Exhibits A** though **H**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. The plans and specifications for the Projects (the "Plans and Specifications") as completed by the Park District were provided to and approved by DPD. The Park District complied with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders pertaining to or affecting the Project or the Park District as related thereto.

1.2. The Park District has provided the City with copies of all governmental licenses and permits required to construct the Projects and to use, occupy and operate the Properties as public parks from all appropriate governmental authorities, including evidence that the Properties are appropriately zoned to be used, occupied, and operated as public parks.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this **Section 2** and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within each Redevelopment Project Area Special Tax Allocation Fund for each Project. Disbursement of TIF Assistance funds will be subject to the availability of Increment in each of the accounts, subject to all restrictions on and obligations of the City contained in all TIF Ordinances, or relating to the Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within **15** days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than **90** days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District for each Project:

2.3.1. the Park District has satisfactory title to the Property, which may be evidenced by an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District; and

2.3.2. the Park District has satisfied the conditions stated in this Section 2.3 within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement with respect to that Project by providing written notice to the other Party.

2.4. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Schedule 1** hereto ("**Certificate of Expenditure**"). The City shall not execute and approve a Certificate of Expenditure in excess of the actual costs of the Project that are TIF-Funded Improvements, and in no event in an amount greater than the TIF Assistance. Prior to the execution of the Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to the City of any request for execution by the City of the Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of the Certificate of Expenditure, that:

2.4.1. the total amount of the request for the Certificate of Expenditure 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;

2.4.2. the Park District approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.3. the Park District is in compliance with all applicable federal, state and local laws,

statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in **Section 2.4** are true and correct, and any execution and approval of a Certificate of Expenditure 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 Park District.

2.6. **Exhibits A** through **H** set forth the entire cost of each Project and the budget for each Project that the Park District has delivered to the Commissioner. The Park District certifies that it has sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of each Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of each Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District.

2.7. **Exhibits A** through **H** contain a list of capital improvements, equipment costs, general construction costs, and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to each Project to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District 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 redevelopment plan for the applicable Redevelopment Project Area. Prior to the expenditure of TIF Assistance funds on a Project, the Commissioner, based upon the applicable Project budget, may make such modifications to the budget as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this **Section 2**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of any Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on a Project.

SECTION 3. TERM.

The term of this Agreement with respect to a Project shall commence on the Closing Date and shall expire on the date on which the applicable Redevelopment Project Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of each Property, including obtaining phase I and, if applicable, phase II environmental audits for each Property and (b) to determine if any environmental remediation is necessary with respect to a Property or a Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the TIF-Funded Improvements set forth in Exhibits A through H. The City makes no covenant, representation, or warranty as to the environmental condition of any Property or the suitability of any Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect each Property prior to commencement of any activity related to each Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Properties. The Park District agrees to keep the Properties free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.

5.1.5. Self-Insurance. To the extent permitted by applicable Law, the Park District may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self-insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self-insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District 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.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter, or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement and such default is not cured as described in **Section 7.2** hereof, the City may terminate this Agreement.

7.2. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event the Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park

District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.3. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinances. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding

upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) facsimile (fax); (c) overnight courier; or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development
Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200

(312) 742-5276 (Fax)

With copies to: Chicago Park District

General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

8.15. 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 City: Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Heather Gleason
Chicago Park District
Director of Planning and Construction
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

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.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any

person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

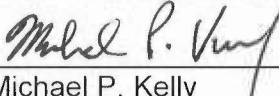
[The remainder of this page is intentionally blank—Signature page immediately follows]

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, a municipal corporation, by and through its Department of Planning and Development

By: _____
David L. Reifman
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By:  _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By:  _____
Secretary

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, a municipal corporation, by and through its Department of Planning and Development

By: _____
David L. Reifman
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Secretary

Exhibit A

Revere Park

1. Property - Address, P.I.N. and Legal Description:

2509 West Irving Park Road

P.I.N. 13-24-201-001-0000, 13-24-201-002-0000

Lot 2 in Kinsey's Subdivision of the Northeast Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. Redevelopment Project Area:

Western Avenue South Redevelopment Project Area adopted January 12, 2000 and published in the Journal of Proceedings of the City Council (the "**Journal**") for said date on pages 22277 to 22393, as amended on May 17, 2000 and published in the Journal of said date on pages 31519 to 31610.

3. TIF Assistance:

Not to exceed \$200,000 from the Western Avenue South Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Field house roof	\$100,000
Field house interior renovation, including bathrooms and entrance	\$50,000
Playground improvements	\$50,000
 TOTAL	 \$200,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Provision of Tax Increment Financing Funds for Rehabilitation of Revere Park at 2509 W. Irving Park Rd., adopted September 8, 2010 and published in the Journal for said date on pages 98660 to 98683.

The Park District's Board of Commissioners passed a Park District Ordinance on February 10, 2010 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit B

Park 558/Western and 106th/King Lockhart Park

1. Property - Address, P.I.N and Legal Description:

10609 – 10615 South Western Avenue

P.I.N. 25-18-122-003, 25-18-122-004, 25-18-122-005, 25-18-122-006

Lots 18 to 21 in Block 4 (except part taken for Western Avenue) in Jernberg's Subdivision of the West ½ of the Southwest ¼ of the Northwest ¼ and the West ½ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2. Redevelopment Project Area:

Western Avenue/Rock Island Redevelopment Project Area adopted February 8, 2006 and published in the Journal for said date on pages 69481 to 69641.

3. TIF Assistance:

Not to exceed \$675,000 from the Western Avenue/Rock Island Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Fencing, topsoil, sod	\$75,000
Fireman's memorial, landscaping, benches/seat walls, drinking fountains, lighting	\$600,000
TOTAL	\$675,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Transfer of Tax Increment Financing Funds for Development of Park 558 at 10611 S. Western Ave. adopted November 17, 2010 and published in the Journal for said date on pages 107731 to 107750.

The Park District's Board of Commissioners passed a Park District Ordinance on September 15, 2010 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit C

Kiwanis Park

1. Property – Address, P.I.N., Legal Description:

3315 West Carmen Avenue

P.I.N. 13-11-404-041-0000

Block 19 in North Park Addition to Chicago, being a Subdivision of parts of the Northeast Quarter and the Southeast Quarter of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

2. Redevelopment Project Area:

Lawrence/Kedzie Redevelopment Project Area adopted February 16, 2000 and published in the Journal for said date on pages 24802 to 24917.

3. TIF Assistance:

Not to exceed \$475,000 from the Lawrence/Kedzie Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Design and construction of a turf field with pathway paving and lighting improvements.	\$ 425,000
TOTAL	\$ 425,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing the Transfer of Tax Increment Financing Funds to Chicago Park District for Improvements to Kiwanis Park adopted on January 13, 2011 and published in the Journal for said date on pages 110226 to 110248.

The Park District's Board of Commissioners passed a Park District Ordinance on March 12, 2008 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit D

Taylor Lauridsen Park

1. Property – Address, P.I.N. and Legal Description:

PROPERTY LEASED BY PARK DISTRICT FROM CITY

701 West Root Street

P.I.N. 20-04-118-004-0000

Lot 1,2,3,4,5,6,7 and the East 8 feet of Lot 8, alley south and adjoining, the West 16 feet of lot 8 and Lots 9,10,11 and Alley South and Adjoining; Lots 12 to 23 and vacation of 16 foot alley East and adjoining; lots 24 to 35 all in the Subdivision of Block 15 in Superior Court Partition of the West ½ of the Northwest ¼ of Section 4, Township 38 North, Range 14, East of the Third Principle Meridian, In Cook County, Illinois.

707 West Root Street

P.I.N. 20-04-118-020-0000

The West 115.46 feet of the East 140.46 feet (Except the West 17 feet of said 115.46 feet) of the North 100 feet of Block 14 in Superior Court Partition of the West ½ of the Northwest ¼ of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4160 South Union Street

P.I.N. 20-04-118-022-0000

The South 287.1 feet of the East 124 & 7/12 feet of Block 14 in the Subdivision by the Commissioners of the Superior Court of the West ½ of the Northwest ¼ of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4174 South Union Street

P.I.N. 20-04-118-024-0000

The East 124.75 & 7/12 feet of Block 14 (Except the North 103 feet thereof and except the South 287.1 feet thereof) in Superior Court Partition of the West ½ of the Northwest ¼ of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARK DISTRICT PROPERTY

647 West Root Street

P.I.N. 20-04-119-001-0000, 20-04-0119-002-0000

The East 25 feet of the North 103 Feet of Block 14 in Superior Court Partition of the West ½ of the West ¼ of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2. Redevelopment Project Area:

47th /Halsted Redevelopment Project Area adopted May 2, 2002 and published in the Journal for said date on pages 85676 to 85904, as amended on November 13, 2013 and published in the Journal of said date on pages 63293 to 63297 and on May 28, 2014 and published in the Journal of said date on pages 80952 to 80955.

3. TIF Assistance:

Not to exceed \$150,000 from the 47th/Halsted Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Ball field improvements	\$100,000
Ball field lighting	\$40,000
Playground fencing	\$10,000
 TOTAL	 \$150,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Provision of Tax Increment Financing Funds for Improvements to Taylor Lauridsen Park adopted on April 13, 2011 and published in the Journal for said date on pages 114394 to 114418.

The Park District's Board of Commissioners passed a Park District Ordinance on February 13, 2008 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit E

Merrimac Park

1. Property – Address, P.I.N. and Legal Description:

6343 West Irving Park Road

P.I.N. 13-20-100-002

North 202.5 Feet of the West 188 feet of the Northwest $\frac{1}{4}$ of the Section 20, Township 40 North Range 13 East of the Third Principle Meridian (Except that part taken or used for Naragansett Avenue and for Irving Park Road) in Cook County, Illinois.

P.I.N. 13-20-100-007

The South 60 feet of the North 262 $\frac{1}{2}$ feet of the West 166 Feet of the Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 20, Township 40 North Range 13 East of the Third Principle Meridian (except that part taken or used for Naragansett Avenue) in Cook County, Illinois

P.I.N 13-20-100-011

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 40 North Range 13 East of the Third Principle Meridian (except the North 202.5 Feet of the West 288 Feet thereof; Also except the South 72.5 Feet of the <North 275 Feet of the East 122 Feet of the West 288 Feet thereof, also Expect the South 60 Feet of the North 262 $\frac{1}{2}$ Feet of the West 166 Feet thereof; and also except that part that part taken or used for Naragansett Avenue and For Irving Park Road) in Cook County, Illinois

P.I.N. 13-20-100-012

The East 100 Feet of the West 288 Feet of the North 202.5 Feet of the Northwest $\frac{1}{4}$ feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20 Township 40 North Range 13 East of the Third Principal Meridian (Except that part taken for Irving Park Road) in Cook County, Illinois.

P.I.N 13-20-100-013

The South 72.5 Feet of the North 275 Feet of the East 122 Feet of the West 288 Feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 40 North Range 13 East of the Third Principal Meridian in Cook County, Illinois

2. Redevelopment Project Area:

West Irving Park Redevelopment Project Area adopted January 12, 2000 and published in the Journal for said date on pages 22739 to 22866, as amended on May 17, 2000 and published in the Journal of said date on pages 31798 to 31901.

3. TIF Assistance:

Not to exceed \$606,250 from the West Irving Park Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Upgraded playground with water feature, benches, drinking fountains	\$550,000
Paving repairs and replacement of trails	\$45,000
Flag poles	\$20,000
TOTAL	\$615,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Allocation of Tax Increment Financing Funds for Improvements to Merrimac Park at 6343 W. Irving Park Rd., adopted June 27, 2012 and published in the Journal for said date on pages 29273 to 29294.

The Park District's Board of Commissioners passed a Park District Ordinance on March 14, 2012 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit F

Lowe Park

1. Property – Address, P.I.N. and Legal Description:

5203 South Lowe Avenue

P.I.N. 20-09-311-001/002

Block 1 (including vacated alley) in Samuel B. Loose's Subdivision of the South ½ of the North ½, the West ½ of the Southwest ¼ of Section 9. Township 38 North, Range 14 (Except the East 33 feet and Except the 66 feet covered by Winter Street). Also that part of Wallace Street vacated lying between the East line of Block 1 aforesaid and the West line of the Right of Way of the Chicago and Western Indiana Railroad Company and South of the South line of 52nd Street and North of the North line of West 53rd Street East of the Third Principal Meridian in Cook County, Illinois.

2. Redevelopment Project Area:

47th /Halsted Redevelopment Project Area adopted May 2, 2002 and published in the Journal for said date on pages 85676 to 85904, as amended on November 13, 2013 and published in the Journal of said date on pages 63293 to 63297 and on May 28, 2014 and published in the Journal of said date on pages 80952 to 80955.

3. TIF Assistance:

Not to exceed \$550,000 from the 47th/Halsted Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Interior renovations	\$89,000
Building addition to field house	\$255,000
General conditions	\$206,000
Design	\$70,000
 TOTAL	 \$620,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District regarding Tax Increment Financing Assistance for Redevelopment of Lowe Park, adopted October 3, 2012 and published in the Journal of said date on pages 33819 to 33840.

The Park District's Board of Commissioners passed a Park District Ordinance on March 14, 2012 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit G

Portage Park

1. Property – Address, P.I.N. and Legal Description:

4100 North Long Avenue

PIN: 13-16-316-001-0000

The Southwest ¼ of the Southwest ¼ (Except that part taken for streets) of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. Redevelopment Project Area:

West Irving Park Redevelopment Project Area adopted January 12, 2000 and published in the Journal for said date on pages 22739 to 22866, as amended on May 17, 2000 and published in the Journal of said date on pages 31798 to 31901.

3. TIF Assistance:

Not to exceed \$400,000 from the West Irving Park Redevelopment Project Area Increment

4. Project Budget/TIF-Funded Improvements:

Senior ballfield LED lighting	\$225,000
Junior ballfield lighting	\$175,000
 TOTAL	 \$400,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Provision of Tax Increment Financing Assistance for Improvements to Portage Park at 4100 N. Long Ave., adopted on November 21, 2017 and published in the Journal for said date on pages 61976 to 61996.

The Park District's Board of Commissioners passed a Park District Ordinance on January 1, 2017 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

Exhibit H

Welles Park

1. Property – Address, P.I.N. and Legal Description:

2333 West Sunnyside Avenue

P.I.N. 14-18-129-001-002

That Part of Lot 3 Lying West of Lincoln Avenue in the Superior Court Partition of the West ½ of the Northwest ¼ of Section 18, Township 40 North Range 14 East of the Third Principal Meridian in Cook County, Illinois

2. Redevelopment Project Area:

Western Avenue North Redevelopment Project Area adopted January 12, 2000 and published in the Journal for said date on pages 22394-22521, as amended on May 17, 2000 and published in the Journal of said date on pages 31610 to 31706.

3. TIF Assistance:

Not to exceed and additional \$400,000 from the Western Avenue North Increment. (Initial IGA \$1,300,000, approved 6/25/14. New total \$1,700,000.)

4. Project Budget/TIF-Funded Improvements:

Additional funds requested:

Roof reconstruction of Pool and Fieldhouse	\$400,000
TOTAL	\$400,000

5. Authorizing Ordinances:

A City of Chicago Ordinance Authorizing an Intergovernmental Agreement with Chicago Park District for Allocation of Tax Increment Financing Funds for Improvements to Welles Park, 2333 West Sunnyside Avenue, was adopted and published on December 9, 2015, and published in the Journal for said date on pages 14633-14652.

The Park District's Board of Commissioners passed a Park District Ordinance on January 14, 2015 expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement.

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

Chicago Park District

By: _____
Name

Title: _____

Subscribed and sworn before me this ___ day of _____, _____.

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development