

## INTERGOVERNMENTAL AGREEMENT

This Agreement is made as of May 6th, 2015 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("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

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

WHEREAS, the 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, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; 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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 25276 through 25432 thereof, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the Central West Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Redevelopment Area; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 12, 2008, and published at pages 22072 through 22292 of the Journal of such date, the Redevelopment Area was expanded and the Plan was amended to, among other things, adopt tax increment allocation financing for certain additional parcels; and

WHEREAS, Skinner Park (the "Park") is the common name of a roughly one-square-block area bounded by Monroe Street on the north, the center line of vacated Throop Street on the east, Adams Street on the south, and Loomis Street on the west, within the Near West Side neighborhood of the City, with an approximate street address of 1331 West Monroe Street, Chicago, and legally described on Exhibit A-1 and depicted on Exhibit A-2, both attached hereto (the "Park Property"); and

WHEREAS, the Park District owns and operates the Park; and

WHEREAS, Park District has proposed to undertake certain improvements to the Park Property, such improvements being hereinafter referred to as the "Project"; and

WHEREAS, the Project is further described as follows: (i) in the southeast corner of the Park, the complete renovation of the existing playground with new landscaping, benches and seating walls, swings, a spray fixture, walkways and play equipment, for continued use as a community playground, (ii) the design and construction of improvements to the Park's field house, including ADA improvements to the doorways and restrooms, plumbing and fixtures, roof, and other masonry improvements, and (iii) construction of an outdoor education and garden space, including a shelter building, storage, water service, pathways, paving, raised planters, and landscaped areas; and

WHEREAS, the Park lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain ad valorem taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Central West TIF Fund established to pay redevelopment project costs incurred in the Redevelopment Area ("Incremental Taxes"); and

WHEREAS, under the Act and the TIF Adoption Ordinance, Incremental Taxes may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project within the Redevelopment Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, the Park District is a taxing district under the Act and the Project is a capital improvement, and therefore the costs of the Project qualify as "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act and also qualify as redevelopment project costs under the Plan; and

WHEREAS, DPD wishes to make available to the Park District, from Incremental Taxes or from any other source of funds available to and selected by the City, an amount not to exceed \$1,050,000 (the "City Contribution") for the purpose of partially funding the Project; and

WHEREAS, the City and the Park District wish to enter into this Agreement; and

WHEREAS, on October 6, 2010, the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages 101844 through 101852 thereof (the "Authorizing Ordinance") authorizing the execution of this Agreement; and

WHEREAS, on April 9, 2008, and again on January 14, 2015, the Park District's Board of Commissioners passed an order (the "Park District Order") authorizing the execution by the General Superintendent of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are hereby incorporated into this agreement by reference.

**SECTION 2. THE PROJECT**

2.01 No later than 24 months from the Closing Date, or later as the Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project 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.

2.02 The plans and specification for the Project ("Plans and Specifications"), once completed by the Park District and approved by DPD, will be attached hereto as Exhibit C. The Project shall meet the requirements set forth in the Plans and Specifications to be provided to and approved by DPD prior to the commencement of the Project in order for the Park District to qualify for the disbursement of Central West Tax Increment funds. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply 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.

2.03 At such time as the Park District lets a contract or contracts, the form(s) of which shall be determined solely by the Park District, for the Project, the Park District shall also provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

2.04 The Park District shall include a certification of compliance with the requirements of Sections 2.01, 2.02, and 2.03 hereof with each request for Central West Tax Increment 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 Park District shall provide evidence satisfactory to the City of such compliance.

2.05 The current estimate of the cost of the Park Project is \$1,050,000. The Park District has delivered to the City a budget for the Park Project attached as Exhibit B. The Park

District certifies that it has identified sources of funds, including the City Contribution, that are sufficient to complete its budgeted portion of the Park Project. The Park District agrees that all costs of completing the Park Project over the City Contribution shall be the sole responsibility of the Park District.

### **SECTION 3. FINANCING**

3.01 Park District funds shall be used to pay all Park Project costs that are not reimbursed by the City Contribution.

3.02 City Funds (as defined below) may only be used to pay directly or reimburse the Park District for costs of TIF-Eligible Improvements that constitute Redevelopment Project Costs. "TIF-Eligible Improvements" means those improvements of the Park Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. "Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Plan or otherwise referenced in the Plan. Exhibit B hereof sets forth, by line item, the TIF-Eligible Improvements for the Park Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

3.03 Subject to the terms and conditions of this Agreement, the City shall pay to the Park District not to exceed \$1,050,000 in City funds from Incremental Taxes available to the City ("City Funds") to pay all or any portion of the City Contribution. "Incremental Taxes" means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Central West TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof. If actual Park Project costs total less than \$1,050,000, then the maximum the City shall be liable for under this Agreement is 100% of the Park Project costs.

3.04 The City is not obligated to pay the full amount due the Park District under this Agreement if there are no or insufficient City Funds from time to time. If, at the time a payment is requested by the Park District, there are insufficient City Funds, the City in its sole discretion may make the payment from any other source of funds available to the City at that time. If, at the end of the Term of the Agreement, any outstanding amount exists (the "Outstanding Amount"), the Outstanding Amount shall be forgiven in full by the Park District, and the City shall have no obligation to pay the Outstanding Amount after the end of the Term of the Agreement.

3.05 If the aggregate cost of the TIF-Eligible Improvements exceeds City Funds available pursuant to Section 3.03 hereof, or if the cost of completing the Park Project exceeds the project budget, the Park District shall be solely responsible for such excess cost, and shall



hold the City harmless from any and all costs and expenses of completing the TIF-Eligible Improvements in excess of City Funds and of completing the Park Project, provided, however, that the parties may agree to narrow the scope of the Project as set forth in Section 2.07 above.

3.06 The City Funds being provided hereunder are being granted on a conditional basis, subject to the Park District's compliance with the provisions of this Agreement.

#### **SECTION 4. PAYMENTS**

4.01 The Park District shall request payments of City Funds only for reimbursement of expenses it has paid. Each such request shall be made on a Certificate of Expenditure form, an example of which is set forth on Exhibit D hereto ("Certificate of Expenditure").

4.02 Delivery by the Park District to DPD of any request for execution by the City of a 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 a Certificate of Expenditure, that:

- (i) the total amount of the Certificate of Expenditure represents the actual amount already paid by the Park District to the general contractor, subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Park Project;
- (ii) all amounts shown as previous payments on the current Certificate of Expenditure have been paid by the Park District to the parties entitled to such payment;
- (iii) the Park District has approved all work and materials for the current Certificate of Expenditure ;
- (iv) 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 Park Project or the Park District as related thereto; and
- (v) no event of default or condition or event which, with the giving of notice or passage of time or both, would constitute an event of default, exists or has occurred.

The City shall be entitled to rely on the above certification without further inquiry. However, upon the City's request, the Park District shall provide evidence satisfactory to the City of its compliance with the matters certified to.

4.03 Upon presentation of each Certificate of Expenditure from the Park District, the City shall review it and its supplemental documentation, if any, and shall inform the Park District of any questions or comments about same as soon as practicable. The City, by check or wire

transfer, shall pay each Certificate of Expenditure amount (as adjusted by agreement of the Parties, if needed) within 45 days after the City has approved said Certificate of Expenditure .

4.04 The City shall not approve any Certificate of Expenditure which amount requested, when aggregated with all other approved Certificate of Expenditure , exceeds the actual costs of the Park Project.

4.05 If the aggregate cost of the Park Project is less than the amount of the City Contribution contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the City Contribution contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Park District.

#### **SECTION 6. TERM.**

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

#### **SECTION 7. ENVIRONMENTAL MATTERS.**

7.01 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 the Park, including obtaining phase I and, if applicable, phase II environmental audits for the Park, if applicable. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

7.02 The Park District agrees to carefully inspect the Park prior to commencement of any activity on the Park 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 Park for environmental matters.

#### **SECTION 8. INSURANCE.**

8.01 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.

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.

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.

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.

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.

To the extent permitted by 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 the above insurance requirements, the Park District shall bear all risk of loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

8.02 The Park District will furnish the City at the address stated in Section 11.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. 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.

8.03 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.

8.04 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.

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

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

8.07 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.

8.08 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.

8.09 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.

8.10 The Park District shall require all subcontractors to provide the insurance required herein 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 Park 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 Park Project by the contractor or contractor's suppliers, employees, or agents.

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

## **SECTION 9. INDEMNITY/NO PERSONAL LIABILITY**

9.01 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 Park Project. The defense and

indemnification obligations in this Section 9.1 shall survive any termination or expiration of this Agreement.

9.02 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 10. DEFAULT**

10.01 If the Park District, without the City's written consent fails to complete the Park Project within 24 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District

10.02 In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 10.1 and such default is not cured as described in Section 10.3 hereof, the City may terminate this Agreement.

10.03 Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 8.12 hereof, and shall state the nature of the default. In the event 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.

10.4. 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 11. GENERAL PROVISIONS**

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

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

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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.

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



11.12. 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.

11.13. 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) electronic communications, whether by telex, telegram, 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) 744-5777  
(312) 744-6552 (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, 3<sup>rd</sup> Floor  
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.

11.14. 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.

11.15. 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 1003  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-5756  
(312) 744-7996 (Fax)

For the Park District: Rob Rejman  
Chicago Park District  
Director of Planning, Construction and Facilities  
Chicago Park District  
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.

11.16. 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.

11.17. 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.

11.18. 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.

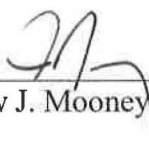
11.19. Cooperation with Inspector General. It is the duty of the Park District and the duty of the Park District's officers, directors, agents, partners, employees, contractors, subcontractors and of every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

11.20. Cooperation with Legislative Inspector General. It is also the duty of the Park District and the duty of the Park District's officers, directors, agents, partners, employees, contractors, subcontractors and of every applicant for certification of eligibility for a City contract or program, to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

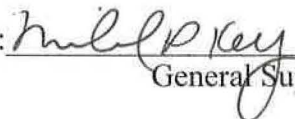
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,  
by and through its Department of Planning and Development

By:   
Andrew J. Mooney, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal  
corporation

By:   
General Superintendent

Attest:   
Secretary

EXHIBIT A-1

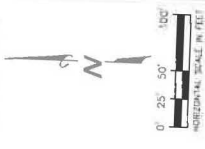
Legal Description of Park Property

COMMON ADDRESS: 1331 West Monroe Street, in Chicago, Cook County, Illinois

BLOCK 10 IN CANAL TRUSTEE'S SUBDIVISION AND THE WEST 1/2 OF VACATED THROOP STREET LYING EAST AND ADJOINING SAID BLOCK 10 IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE ABOVE DESCRIBED PARCEL CONTAINS 6.045 ACRES MORE OR LESS.

(Subject to survey and title commitment).



SYMBOL LEGEND:

1	3/4" DIA. PIPE
2	2" DIA. PIPE
3	4" DIA. PIPE
4	6" DIA. PIPE
5	8" DIA. PIPE
6	10" DIA. PIPE
7	12" DIA. PIPE
8	14" DIA. PIPE
9	16" DIA. PIPE
10	18" DIA. PIPE
11	20" DIA. PIPE
12	24" DIA. PIPE
13	30" DIA. PIPE
14	36" DIA. PIPE
15	42" DIA. PIPE
16	48" DIA. PIPE
17	54" DIA. PIPE
18	60" DIA. PIPE
19	66" DIA. PIPE
20	72" DIA. PIPE
21	78" DIA. PIPE
22	84" DIA. PIPE
23	90" DIA. PIPE
24	96" DIA. PIPE
25	102" DIA. PIPE
26	108" DIA. PIPE
27	114" DIA. PIPE
28	120" DIA. PIPE
29	126" DIA. PIPE
30	132" DIA. PIPE
31	138" DIA. PIPE
32	144" DIA. PIPE
33	150" DIA. PIPE
34	156" DIA. PIPE
35	162" DIA. PIPE
36	168" DIA. PIPE
37	174" DIA. PIPE
38	180" DIA. PIPE
39	186" DIA. PIPE
40	192" DIA. PIPE
41	198" DIA. PIPE
42	204" DIA. PIPE
43	210" DIA. PIPE
44	216" DIA. PIPE
45	222" DIA. PIPE
46	228" DIA. PIPE
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98	540" DIA. PIPE
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STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO

W. MONROE STREET  
S. LOOMIS STREET  
S. THROOP STREET  
W. ADAMS STREET

SKINNER PARK

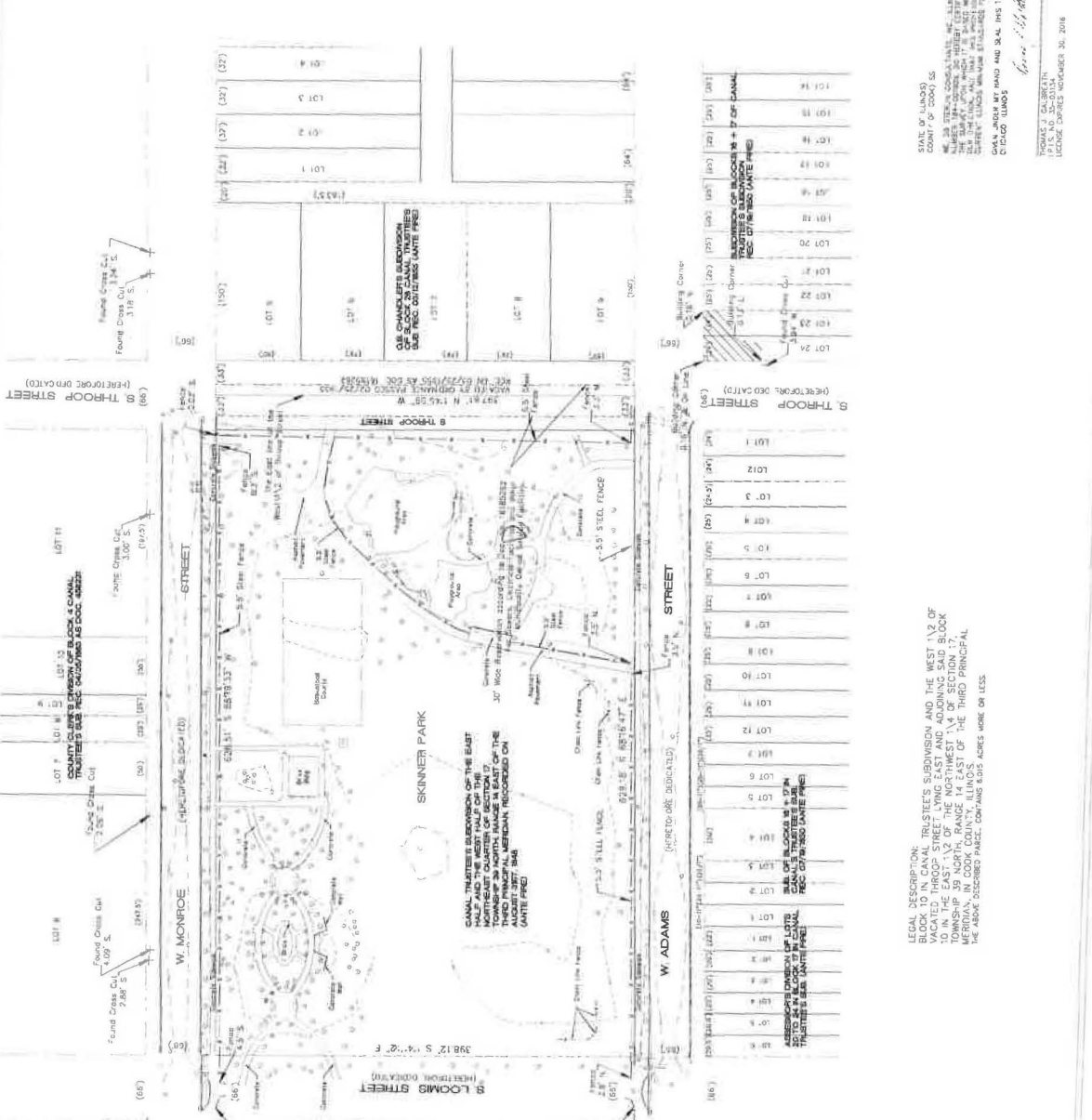
LEGAL DESCRIPTION:  
BLOCK 10 IN CANAL TRUSTEES SUBDIVISION AND THE WEST 1/2 OF  
BLOCK 10 IN COOK COUNTY, ILLINOIS, BEING THE EAST AND WEST HALVES  
OF THE EAST AND WEST HALVES OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PARCEL CONTAINS 8.015 ACRES MORE OR LESS.

DATE: FEBRUARY 18, 2014

BY: [Signature]

FOR: [Signature]



NOTES:

- 1) DIMENSIONS SHOWN PLUS, MINUS, HLI AND DECIMAL PARTS THEREOF.
- 2) BASE OF BEARINGS REFERENCED TO THE LANDS STATE PLANE COORDINATE SYSTEM (NAD 83).
- 3) ALL LOTS ARE TO BE CONVEYED TO THE COUNTY OF COOK, ILLINOIS.
- 4) THE SURVEY WAS MADE ON THE BASIS OF A COMPARISON FOR TITLE INSURANCE WITH THE BEASLEY SURVEY OF FEBRUARY 6, 2013, COMMISSION NUMBER 401 00883748 17.
- 5) FIELD WORK COMPLETED ON FEBRUARY 18, 2014.

LEGAL DESCRIPTION:  
BLOCK 10 IN CANAL TRUSTEES SUBDIVISION AND THE WEST 1/2 OF  
BLOCK 10 IN COOK COUNTY, ILLINOIS, BEING THE EAST AND WEST HALVES  
OF THE EAST AND WEST HALVES OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PARCEL CONTAINS 8.015 ACRES MORE OR LESS.

DATE: FEBRUARY 18, 2014

BY: [Signature]

FOR: [Signature]

DR STEINLUN CONSULTANTS, INC.  
2218 W. MONROE STREET, SUITE 200  
CHICAGO, ILLINOIS 60612  
TEL: (773) 334-1100  
FAX: (773) 334-1101

DSS

DATE: 03/27/2014  
SCALE: 1" = 40'

DATE: 03/27/2014

DATE: 03/27/2014

DATE: 03/27/2014



EXHIBIT A-2

Visual Depiction of Park Property

[see attached]

SKINNER (MARK)  
1331 W MONROE ST



EXHIBIT B

TIF-Eligible Improvements for Project

<u>Cost</u>	<u>Estimated Amount</u>
Playground Design	70,000
Demolition/site prep	65,000
Grading/drainage/utilities	150,000
General construction	135,000
Playground area	200,000
Water play spray area	75,000
Landscaping	10,000
Play equipment	110,000
Art sculpture/mosaics	35,000
Fieldhouse improvements and Community Garden	150,000
Overage allowance	50,000
<b>TOTAL</b>	<b>\$1,050,000</b>

TOTAL \$1,050,000

Other costs as may be permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3.

**Notwithstanding the total of TIF-Eligible Improvements described above, the assistance to be provided by the City is limited to the amount set forth in Section 3.03 herein.**

EXHIBIT C

Plans and Specifications



CHICAGO  
PARK  
DISTRICT

40 NORTH LA SALLE  
CHICAGO, ILL. 60601

HUNSON DYER &  
VAN DYKE, LTD.



1100 NORTH LA SALLE  
CHICAGO, ILL. 60610



DELLA LAVORERIE, INC.

1100 NORTH LA SALLE  
CHICAGO, ILL. 60610

1100 NORTH LA SALLE  
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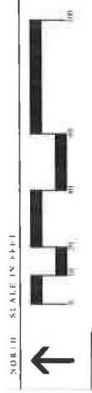
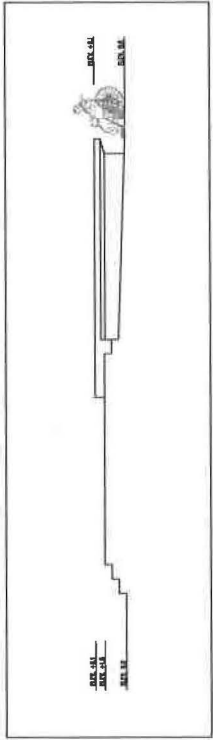
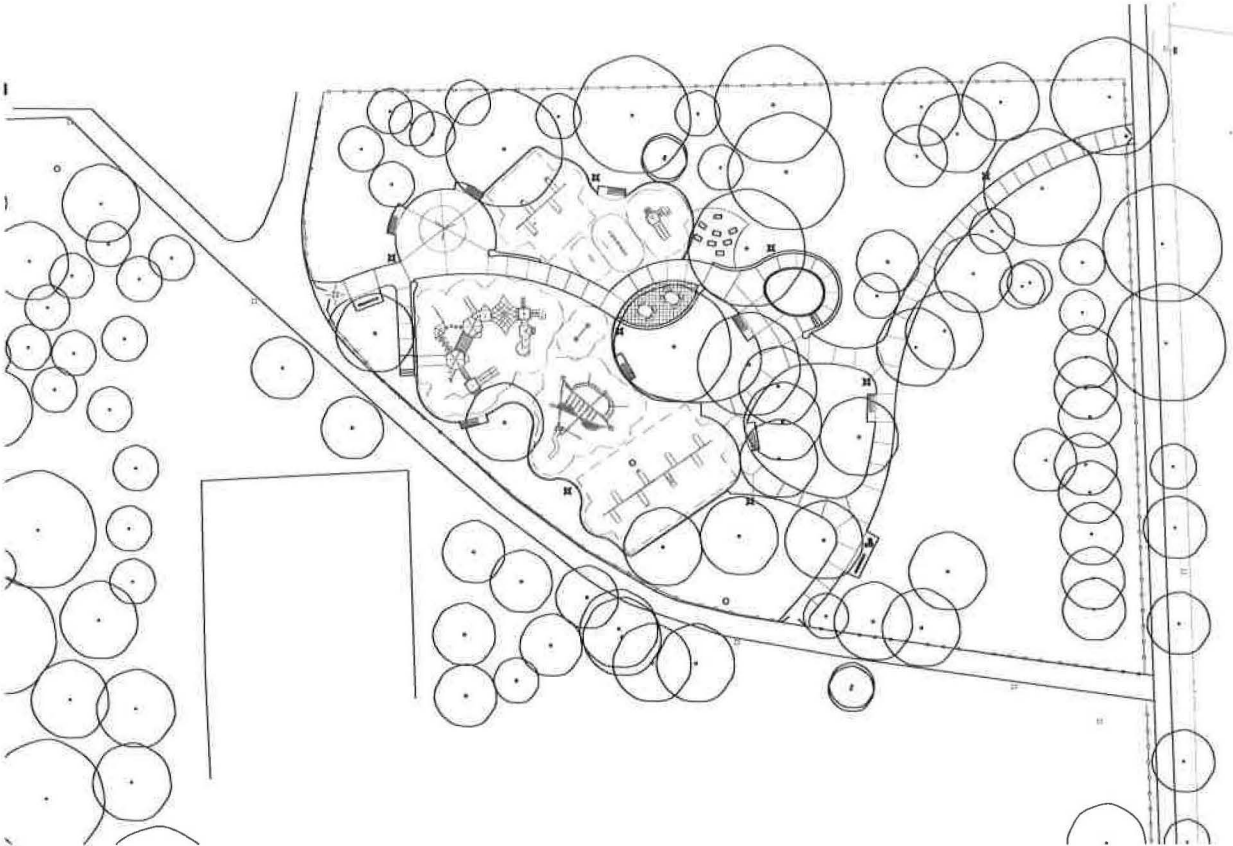
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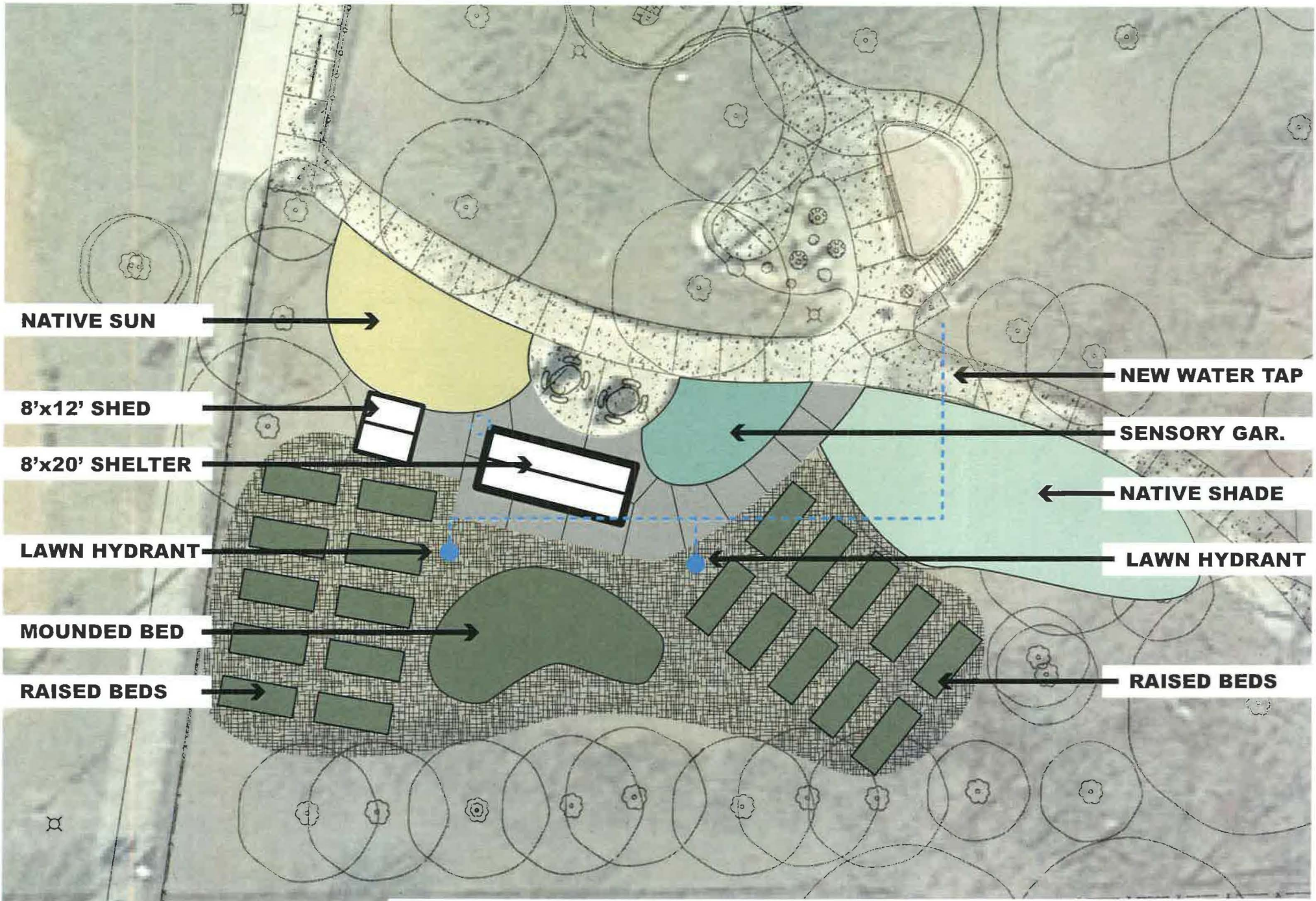
# Skinner Park

PARK AND PRELIMINARY PLAN  
NOV. 1920

DESIGNED BY  
THE CITY ENGINEERS







**NATIVE SUN**

**8'x12' SHED**

**8'x20' SHELTER**

**LAWN HYDRANT**

**MOUNDED BED**

**RAISED BEDS**

**NEW WATER TAP**

**SENSORY GAR.**

**NATIVE SHADE**

**LAWN HYDRANT**

**RAISED BEDS**

**SKINNER PARK: COMMUNITY ROOTS CONCEPT**



**EXHIBIT D**

**CERTIFICATE OF EXPENDITURE  
Skinner Park Project**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The affiant, the Chicago Park District, an Illinois municipal corporation (the "Park District"), hereby certifies that with respect to that certain Intergovernmental Agreement between the Park District and the City of Chicago dated \_\_\_\_\_, \_\_\_\_ (the "Agreement"):

A. Expenditures for the \_\_\_\_\_ Project, in the total amount of \$ \_\_\_\_\_, have been made by the Park District. The Park District affirms that all such costs qualify as TIF-Eligible Improvements under the Agreement.

B. Of the TIF-Eligible Improvements costs set forth in paragraph A for the \_\_\_\_\_ Project, the following amount is the total of such TIF-Eligible Improvements reimbursed by the City to date:

\$ \_\_\_\_\_

C. The Park District hereby requests reimbursement in City Funds for the following costs of TIF-Eligible Improvements for the \_\_\_\_\_ Project:

\$ \_\_\_\_\_ [cannot  
exceed agreed City  
Contribution for this Project]

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

E. The Park District hereby certifies to the City that, as of the date hereof:

(i) the total amount of the Certificate of Expenditure represents the actual amount already paid by the Park District to the general contractor, subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project;

(ii) all amounts shown as previous payments on the current Certificate of Expenditure have been paid by the Park District to the parties entitled to such payment;

(iii) the Park District has approved all work and materials for the current reimbursement request;

(iv) 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; and

(v) no event of default or condition or event which, with the giving of notice or passage of time or both, would constitute an event of default, exists or has occurred.

[remainder of page intentionally blank]

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

**Chicago Park District**, an Illinois municipal corporation

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