



Office of the City Clerk

City Hall
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Room 107
Chicago, IL 60602
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Legislation Text

File #: O2013-6244, **Version:** 1

CHICAGO October 16, 2013

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

An ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute an Intergovernmental Agreement with the Chicago Park District for the redevelopment of Lindblom Park/Park #243.

02013-6244

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

**This recommendation was concurred in by
of members of the committee with**

Respectfully submitted

Chairman

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements for TIF assistance with the Chicago Park District.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (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 Chicago Park District (the "Park District") is an Illinois municipal corporation and 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 Park District has proposed a park expansion, including design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track, at the public park variously known as Lindblom

Park or Park # 243 (the "Project"), with a street address of 6054 S. Damen Avenue, Chicago, the premises of which are legally described in Exhibit A (the "Property"); and

WHEREAS, the Property lies wholly within the boundaries of the 63rd / Ashland Redevelopment Project Area (as hereinafter defined); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "63rd / Ashland Redevelopment Plan") for the 63rd / Ashland Redevelopment Project Area (the "63rd / Ashland Redevelopment Project Area") was approved pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 29, 2006, the 63rd / Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd / Ashland Redevelopment Project Area redevelopment project costs (the "Redevelopment Project Costs"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd / Ashland Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "Treasurer") for deposit by the Treasurer into the "63rd / Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "Fund") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof; and

WHEREAS, pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project Costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Incremental Taxes is received so

long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the "60th and Western Redevelopment Plan") for the 60th and Western Redevelopment Project Area (the "60th and Western Redevelopment Area") of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area; and

WHEREAS, the 63rd / Ashland Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 60th and Western Redevelopment Area; and

WHEREAS, the 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area ("60th and Western Increment") and the 63rd / Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights; and

WHEREAS, pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63rd / Ashland Redevelopment, the City's Department of Housing and Economic Development ("HED") desires to

make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed \$2,000,000 for the purpose of funding the construction of the Project (the "TIF-Funded Improvements") in the Redevelopment Area;; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes 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; and

WHEREAS, the 63rd / Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, the Park District is a taxing district under the Act; and

WHEREAS, 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 63rd / Ashland Redevelopment 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; and

WHEREAS, the City and the Park District desire to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

EXHIBIT A

The legal description is subject to title commitment and survey, PIN division and consolidation, as necessary, plat of dedication, site configuration, vacation or dedication of streets and alleys as negotiated by the City of Chicago and Park District.

THE EAST FIFTEEN AND FOUR HUNDRED FOUR THOUSANDTHS (15.404) ACRES (EXCEPT THE EAST THIRTY THREE (33) FEET AND EXCEPT THE NORTH THIRTY THREE (33) FEET THEREOF) OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION EIGHTEEN (18), TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6054 S. Damen Avenue, Chicago

PINs: 20 18 301 004 0000 20 18 302 005 0000

EXHIBIT B

AGREEMENT [see attached]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY

OF CHICAGO AND THE CHICAGO PARK DISTRICT

LINDBLOM PARK

This Intergovernmental Agreement (this "Agreement") is made this _____ day of _____, 2013 (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 Housing and Economic Development ("HED"), 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 all parks within the corporate limits of the City.
- C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for certain improvements to an existing 17.6-acre park commonly known as Lindblom Park or Park # 243 (the "Park"), with a street address of 6054 S. Damen Avenue, in Chicago, Illinois, and legally described in Exhibit A (the "Property"). The Park District has proposed to further improve and expand the Park as described in Exhibit B, such improvement being hereinafter referred to as the "Project."
- D. The Park District owns the Property, and the Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined).
- E. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 e(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. Pursuant to an ordinance (the "Approval Ordinance") adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "63rd / Ashland Redevelopment Plan") for the 63rd / Ashland Redevelopment Project Area (the "63rd / Ashland Redevelopment Project Area") was approved pursuant to the Act.
- G. Pursuant to an ordinance (the "Designation Ordinance") adopted by the City Council on March 29, 2006, the 63rd / Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act.
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- H. Pursuant to an ordinance (the "TIF Ordinance" and together with the Approval Ordinance and the Designation Ordinance, the "63rd / Ashland Ordinances") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd / Ashland Redevelopment Project Area redevelopment project costs (the "Redevelopment Project Costs"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd / Ashland Redevelopment Plan.

I. Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "Treasurer") for deposit by the Treasurer into the "63rd / Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "63rd / Ashland TIF Fund") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

J. Pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project Costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Incremental Taxes is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights").

K. To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the "60th and Western Redevelopment Plan") for the 60th and Western Redevelopment Project Area (the "60th and Western Redevelopment Area") of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area (collectively, the "60th and Western Ordinances.")

L. Other projects have previously been constructed within the 63rd / Ashland Redevelopment Area for which the City has allocated Incremental Taxes for use for the payment of Redevelopment Project Costs.

M. The 63rd / Ashland Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 60th and Western Redevelopment Area.

N. The 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area ("60th and Western Increment") and the 63rd / Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights.

O. It is anticipated that the City may, in its discretion, in an estimated amount not to exceed \$2,000,000 to fund certain Redevelopment Project Costs of the Project to the extent and in the manner provided in the Agreement (as hereinafter defined); and

P. Pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63 / Ashland Redevelopment, HED desires to make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed \$2,000,000 ("Project Assistance") for the purpose of funding the construction of the Project

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(the "TIF-Funded Improvements") in the Redevelopment Area; and

Q. under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes 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; and

R. the 63rd / Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

S. the Park District is a taxing district under the Act; and

T. 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 63rd / Ashland Redevelopment 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; and

U. The City and the Park District desire to enter into this Agreement whereby the Park District will undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

V. On _____, 2013, the City Council enacted an ordinance published in the Journal for said date at pages _____ to _____ (the "Authorizing Ordinance") that authorized the execution of this Agreement.

W. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

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:

SECTION 1. THE PROJECT.

1.1. No later than 12 months from the Closing Date, or later as the Commissioner of HED (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.

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2. The Project shall at a minimum meet or shall have met the general requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by HED prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of the Project Assistance. 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.

3. The Park District shall 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.

4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for 60th and Western 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.

SECTION 2. FUNDING

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 Project Assistance to the Park District.

2. The City shall establish a special account within the 63rd / Ashland TIF Fund that shall be known as the "Lindblom Park Account." Disbursement of Project Assistance funds will be subject to the availability of 60th and Western Increment in the Lindblom Park Account, subject to all restrictions on and obligations of the City contained in the 63rd and Ashland Ordinances and the 60th and Western Ordinances, or relating to the 60th and Western Increment, and all agreements and other documents entered into by the City pursuant thereto.

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, that it has satisfactory title to the Property, which may be evidenced by a valid lease agreement or an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District. If the Park District is unable to satisfy this condition, either Party may terminate this Agreement by providing written notice to the other Party.

4. The Park District may periodically submit requisitions to the City for payment in the form of Exhibit C hereto ("Certificate of Expenditure"). The City shall not approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Simultaneous with the submission of each Certificate of Expenditure, the Park District shall submit documentation regarding the applicable expenditures

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to HED. Delivery by the Park District to HED of any Certificate of Expenditure to the City shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request, that:

- a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or 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;
- b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;
- c) the Park District has 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 previously approved by HED; and
- d) 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.

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 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.

6. The current estimate of the cost of the entire Project is approximately \$2,000,000. The Park District has delivered to the Commissioner a project budget for the Project, attached as Exhibit D hereto. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District acknowledges that the City will only contribute the Project Assistance amount to the Project, subject to the terms and conditions of this Agreement, and that all costs of completing the Project over and above the Project Assistance amount shall be the sole responsibility of the Park District. If the Park District does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

7. Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project 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 Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance

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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 Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on 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 Project 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.

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

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which 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 4. ENVIRONMENTAL MATTERS.

1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$750,000 with respect to the matters contained in this Agreement, including

this Section 4. 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.

2. The Park District agrees to carefully inspect the Property prior to commencement of any remediation or development on the Property 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 Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

3. The Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

SECTION 5. INSURANCE.

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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.

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

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.

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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. Non-fulfillment 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.

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

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

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.

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.

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.

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 required 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.

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

SECTION 6. INDEMNIFICATION/NO PERSONAL LIABILITY.

6.1. To the full extent of liability of a municipal corporation, unless precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to defend, 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

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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. COMPLETION DEADLINE: DEFAULT.

1. If the Park District, without the City's written consent, fails to complete the Project within 36 months (three years) after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

2. 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 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 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.

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 8. GENERAL PROVISIONS.

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 Resolution. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

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.

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.

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.

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. 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.

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.

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 and no act of the Parties shall be deemed or construed by the Parties 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. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

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.

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

To the City:

City of Chicago

Department of Housing and Economic 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 a copy 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.

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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 Housing and Economic Development
City Hall, Room 1101
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 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.

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.

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.

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. Signatures appear on the following page.]

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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, a municipal corporation, by and through its
Department of Housing and Economic Development

Andrew J. Mooney Commissioner

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

Michael P. Kelly
General Superintendent and CEO

Attest:

Kantrice Ogletree Secretary

EXHIBIT A

Legal Description

The legal description is subject to title commitment and survey, PIN division and consolidation, as necessary, plat of dedication, site configuration, vacation or dedication of streets and alleys as negotiated by the City of Chicago and Park District.

THE EAST FIFTEEN AND FOUR HUNDRED FOUR THOUSANDTHS (15.404) ACRES (EXCEPT THE EAST THIRTY THREE (33) FEET AND EXCEPT THE NORTH THIRTY THREE (33) FEET THEREOF) OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION EIGHTEEN (18), TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 6054 S. Damen Avenue, Chicago

PINs: 20 18 301 004 0000 20 18 302 005
0000

EXHIBIT B

Project Description

Project scope includes design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track. The artificial turf field will accommodate football, soccer, and lacrosse.

EXHIBIT C

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation,
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:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded
Improvements for the Project reimbursed by the City to date:
\$ _____

- C. The Park District requests reimbursement for the following cost of TIF-Funded
- C. Improvements: \$
- D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.
- E. The Park District hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.

3. The Park District has 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.

4. 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.

All capitalized terms which are not defined herein has 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 Housing and Economic Development

EXHIBIT D

Project Budget; TIF-Funded Improvements

The total cost of the project is \$2,000,000. In no event, however, shall funding from the 63rd / Ashland TIF Fund, including any 60th and Western Increment that is ported into the 63rd / Ashland TIF Fund, exceed \$2,000,000.

Sources Budget:

<u>City of Chicago (TIF)</u>	<u>\$2,000,000</u>
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Uses Budget:

Design, Survey and Ground Penetrating Radar	\$250,000
Artificial Turf Field	\$850,000
Drainage	\$150,000
Soil and foundation removal	\$250,000
New Track	\$500,000

Total project costs =	\$2,000,000
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The Commissioner may approve changes to this preliminary budget.

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, 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.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller or Acting City Comptroller, the Commissioner of HED is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

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