



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR
CITY OF CHICAGO
EICHAHD M. DALEY
MAYOR

March 9, 2011

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 transferring TIF funds to the Chicago Park District for park purposes.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

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 City and the Park District have previously entered into an Intergovernmental Agreement, as authorized by ordinances adopted by the City Council of the City (the "City Council") on December 17, 2003, and published in the Journal of the Proceedings of the City Council of Chicago (the "Journal") for said date at pages 15900 to 15930 for the development and construction of Palmisano Park (Park No. 531), formerly known as Stearns Quarry, an approximately 27-acre park located generally at 2850 South Halsted Street, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, the Park District currently leases the Property from the City pursuant to a Lease dated as of March 26, 2008; and

WHEREAS, the Park District has proposed to undertake certain improvements to the Property (the "Project"); and

WHEREAS, the Property lies within the boundaries of the Pilsen Redevelopment 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, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998 and published in the Journal for said date at pages 70522 to 70686, as amended from time to time, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan for a portion of the City known as the "Pilsen Redevelopment Project Area" (the "Plan"); (ii) designated the Pilsen Redevelopment Project Area (the "Pilsen Redevelopment Area") as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Pilsen Redevelopment Area (collectively, the "Pilsen Ordinances"); and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Pilsen Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, the City wishes to make available to the Park District a portion of the City

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Increment in an amount not to exceed \$1,000,000 for the purpose of funding the Project costs (the "TIF-Funded Improvements") to the extent and in the manner provided in the Agreement (as hereinafter defined); and WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Pilsen 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 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 wish 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 the TIF-Funded Improvements; now, therefore,

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

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 as to form and legality, and to the approval of the City Comptroller, the Commissioner of the Department of Housing and Economic Development is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City 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 and approval.

2

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EXHIBIT A

Legal Description

Address: 2850 South Halsted Street, Chicago, Illinois

P.I.N.: 17-29-416-014-0000 17-29-416-016-0000

Legal Description:

That part of blocks 4,5,10,11 and 12 of the resubdivision of Canal Trustees Subdivision; and that part of Marcus C. Sterns Subdivision of Lot 13 and formerly wrong street, now vacated; and that part of vacated quarry street in the southern Fraction of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the point of intersection of the northeast line of south poplar avenue (50 FEET WIDE) WITH THE NORTHWEST LINE OF 29th STREET, FORMERLY EMERALD STREET (66 FEET WIDE); THENCE NORTH

31 DEGREES 41 MINUTES 06 SECONDS WEST, 940.12 FEET ALONG THE NORTHEAST LINE OF SAID POPLAR AVENUE; THENCE FOR THE NEXT THREE COURSE ALONG THE SOUTH LINE OF HOEY'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 24 IN SAID CANAL TRUSTEES SUBDIVISION, NORTH 18 DEGREES 15 MINUTES 43 SECONDS EAST, 51.60 FEET; THENCE NORTH 44 DEGREES 49 MINUTES 23 SECONDS EAST 41.40 FEET; THENCE NORTH 86 DEGREES 31 MINUTES 38 SECONDS EAST, 22.81 FEET TO THE EAST LINE OF LOT 21 OF SAID HOEY'S SUBDIVISION; THENCE NORTH 31 DEGREES 41 MINUTES 06 SECONDS WEST, 1.75 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF LOT A OF THE SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 24 IN SAID CANAL TRUSTEES SUBDIVISION; THENCE NORTH 57 DEGREES 56 MINUTES 55 SECONDS EAST, 417.25 FEET ALONG SAID SOUTH LINE OF LOT A TO THE WEST LINE OF SOUTH SENOUR AVENUE, FORMERLY QUARRY AVENUE (66 FEET WIDE); THENCE SOUTH 31 DEGREES 54 MINUTES 53 SECONDS EAST, 69.49 FEET ALONG THE WEST LINE OF SAID SENOUR AVENUE, TO THE SOUTH LINE OF WEST 27th STREET (66 FEET WIDE); THENCE NORTH 88 DEGREES 10 MINUTES 39 SECONDS EAST, 928.18 FEET ALONG SAID SOUTH LINE OF WEST 27th STREET TO THE WEST LINE OF SOUTH HALSTED AVENUE (66 FEET WIDE); THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, 985.18 FEET, ALONG THE WEST LINE OF SAID SOUTH HALSTED AVENUE TO THE NORTH LINE OF WEST 29th STREET (66 FEET WIDE) THENCE NORTH 89 DEGREES 42 MINUTES 35 SECONDS WEST, 747.00 FEET ALONG SAID NORTH LINE OF WEST 29th STREET; THENCE SOUTH 57 DEGREES 39 MINUTES 42 SECONDS WEST, 171.60 FEET ALONG SAID NORTH LINE OF WEST 29th STREET TO THE POINT OF BEGINNING.

Area: 26.603 acres, approximately.

This legal description is subject to title commitment and survey, PIN division or consolidation, if < necessary, plat of dedication for site configuration, alley or street closure or vacation as applicable, as negotiated by the City of Chicago and the Chicago Park District.

3

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EXHIBIT B Intergovernmental Agreement

[See attached]

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO PARK DISTRICT

PALMISANO PARK (Park No. 531)

This agreement (the "Agreement") is made this day of 2011 (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 City and the Park District have previously entered into an Intergovernmental Agreement, as authorized by ordinances adopted by the City Council of the City (the "City Council") on December 17, 2003, and published in the Journal of the Proceedings of the City Council of Chicago (the "Journal") for said date at pages 15900 to 15930 for the development and construction of Palmisano Park (Park No. 531), formerly known as Stearns Quarry, an approximately 27-acre park located generally at 2850 South Halsted Street, Chicago, Illinois and legally described in Exhibit A (the "Property").

D. The Park District seeks reimbursement of certain funds expended for the development and construction of Palmisano Park (the "Project").

E. The Park District leases the Property from the City pursuant to a Lease dated as of March 26, 2008 (the "Lease"). The Property lies wholly within the boundaries of the Pilsen Redevelopment Project Area (as hereinafter defined).

F. 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.

G. In accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998 and published in the Journal for said date at pages 70522 to 70686, as amended from time to time, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan for a portion of the City known as the "Pilsen Redevelopment Project Area" (the "Plan"); (ii) designated the Pilsen Redevelopment Project Area as a "redevelopment project

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area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Pilsen Redevelopment Project Area (collectively, the "Pilsen Ordinances").

H. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Pilsen Redevelopment Project Area shall be known as the "Pilsen Increment").

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or within other redevelopment project areas adjacent to, the boundaries of the Pilsen Redevelopment Project Area.

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

K. HED wishes to make available to the Park District a portion of the Pilsen Increment in an amount not to exceed \$1,000,000 (the "TIF Assistance") for the purpose of funding the Project in Exhibit C (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

L. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

M. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements up to the full amount of the TIF Assistance upon completion of the Project.

N. On __, the City Council adopted an ordinance published in the **Journal for said date at pages __, (the "Authorizing Ordinance")**, among other things, authorizing the execution of this Agreement.

O. On September 15, 2010, the Park District's Board of Commissioners passed a resolution expressing its desire to cooperate with the City in the completion of 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:

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TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than __ 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 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.

1.2. The Park District has provided plans and specifications for the Project (the "Plans and Specifications") as

set forth in Exhibit B hereof. No material deviation from the Plans and Specifications may be made without the prior written approval of HED. 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.

1.3. The Park District shall provide the HED with copies of all governmental licenses and permits required for 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.

1.4. The Park District shall submit a Certificate of Expenditure (as hereinafter defined) with each request for Pilsen 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

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

2.2. The City shall establish a special account within the Pilsen Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "Palmisano Park (Stearns Quarry) Account." Disbursement of TIF Assistance funds will be subject to the availability of Pilsen Increment in the Palmisano Park (Stearns Quarry) Account, subject to all restrictions on and obligations of the City contained in all Pilsen Ordinances, or relating to the Pilsen Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within _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 _days after the execution of this Agreement (the "Satisfaction Period"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for the City's disbursement of TIF Assistance to the Park District:

3

- (a) the Park District is not in default of any term or condition of the Lease;
- (b) the Park District has provided or caused to be provided a copy of the most recent water bill with respect to the Property, to the extent available, and evidence of payment thereof; and
- (c) if the Park District is unable to satisfy the conditions in this Section 2.3 within the Satisfaction Period, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request that a certificate(s) of expenditure in the form of Exhibit D hereto ("Certificates of Expenditure") be processed and executed periodically, but in no event more frequently than quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to HED 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:

- (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; and

(e) the Park District is not in default of any term or condition of the Lease.

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

4

2.6. The Park District has delivered to the Commissioner a budget for the Project attached as Exhibit C. The total cost of the Project is \$1,000,000. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete the Project. The Park District agrees that the City will reimburse the Park District up to the full amount of the TIF Assistance for costs incurred for TIF-Funded Improvements and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point 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 in writing by HED in order to complete the Revised Project with the available funds.

2.7. Exhibit C 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 TIF Assistance. The total cost of TIF-Funded Improvements is \$1,000,000. 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 Project. Prior to the expenditure of TIF Assistance on the Project, the Commissioner, based upon the Project budget, may make such modifications to Exhibit C as he or she wishes in his or her discretion to account for all of the TIF Assistance 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 TIF Assistance funds, subject to the terms of this Agreement.

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

2.9. If the aggregate cost of the TIF-Funded Improvements is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on 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 Pilsen Redevelopment Project Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

5

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. [Intentionally omitted.]

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the 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.

SECTION 5. INSURANCE.

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

(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 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 for any 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.

6

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, 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.

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

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

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

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

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

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

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

5.10. The Park District shall require all subcontractors to provide the insurance required herein and any other 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.

7

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

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

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

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

SECTION 7. DEFAULT.

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

7.2. 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.

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

7.4. 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.

8.1. 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

8

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

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

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

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

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

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

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

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

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof. This Agreement is not intended to amend or supplement the Lease in any way.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

9

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

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

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) 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 Housing and Economic Development Attention: Commissioner City Hall, Room 1101 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) 742-5726 (Fax)

With copies to: Chicago Park District General Counsel 541 North Fairbanks Chicago, Illinois 60611 (312) 742-4602 (312)742-5328 (Fax)

10

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any

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

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

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng

City of Chicago Department of Housing and Economic Development City Hall, Room 1101 121 N. LaSalle Street Chicago, Illinois 60602 (312) 744-1074 (312) 744-6550 (Fax)

For the Park District: Gia Biagi

Chicago Park District

Director of Planning and Development

Chicago Park District

541 North Fairbanks

Chicago, Illinois 60611

(312)742-4682

(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

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

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

11

consummation of the transactions contemplated hereby.

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

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

[The remainder of this page is intentionally blank. Signatures appear on the following page.]

12

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

ATTEST

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

By:.

Andrew J. Mooney Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate

By:.

Timothy J. Mitchell

General Superintendent and CEO

By:

Kantrice Ogletree Secretary

13

Exhibit A Legal Description

Address: 2850 South Halsted Street, Chicago, Illinois

P.I.N.: 17-29-416-014-0000 17-29-416-016-0000

Legal Description:

That part of blocks 4, 5, 10, 11 and 12 of the resubdivision of Canal Trustees Subdivision; and that part of Marcus C. Sterns Subdivision of Lot 13 and formerly wrong street, now vacated; and that part of vacated quarry street in the southern Fraction of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the point of intersection of the northeast line of south poplar avenue (50 feet wide) with the northwest line of 29TM street, formerly emerald street (66 feet wide); thence north 31 degrees 41 minutes 06 seconds west, 940.12 feet along the northeast line of said poplar avenue; thence for the next three course along the south line of hoeys subdivision of lots 4 and 5 in block 24 in said canal trustees subdivision, north 18 degrees 15 minutes 43 seconds east, 51.60 feet; thence north 44 degrees 49 minutes 23 seconds east 41.40 feet; thence north 86 degrees 31 minutes 38 seconds east, 22.81 feet to the east line of lot 21 of said hoeys subdivision; thence north 31 degrees 41 minutes 06 seconds west, 1.75 feet along said east line to the south line of lot a of the subdivision of lots 4 and 5 in block 24 in said canal trustees subdivision; thence north 57 degrees 56 minutes 55 seconds east, 417.25 feet along said south line of lot a to the west line of south senour avenue, formerly quarry avenue (66 feet wide); thence south 31 degrees 54 minutes 53 seconds east, 69.49 feet along the west line of said senour avenue, to the south line of west 27TM street (66 feet wide); thence north 88 degrees 10 minutes 39 seconds east, 928.18 feet along said south line of west 27TM street to the west line of south halsted avenue (66 feet wide); thence south 00 degrees 01 minutes 40 seconds east, 985.18 feet, along the west line of said south halsted avenue to the north line of west 29TM street (66 feet wide) thence north 89 degrees 42 minutes 35 seconds west, 747.00 feet along said north line of west 29TM street; thence south 57 degrees 39 minutes 42 seconds west, 171.60 feet along said north line of west 29TM street to the point of beginning.

Area: 26.603 acres, approximately.

This legal description is subject to title commitment and survey, PIN division or consolidation, if necessary, plat of dedication for site configuration, alley or street closure or vacation as applicable, as negotiated by the City of Chicago and the Chicago Park District.

14

Exhibit B Plans and Specifications [To be attached at closing]

15

Exhibit C

Project Budget / TIF-Funded Improvements

Park Development Uses Budget:

Fencing ' \$235,000

Tree Planting \$46,000

Landscape Protection \$94,000

Boardwalk Reinforcement \$155,000

Pond Shoreline Improvements \$82,000

Lighting \$62,000

Path Stabilization and Surfacing \$324,000

Interpretative Signage \$2,000

Total Development Budget* \$1,000,000.00

* In no event, however, shall funding from the Pilsen TIF Fund exceed \$1,000,000.

16

Exhibit D

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 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, including, without limitation, Sections 1.1, 1.2, and 1.3 thereof, 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 have the meanings given such terms

17

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

18