

EXHIBIT A
SECOND AMENDMENT

(see attached)

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This amendment (the "Second Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of November 28, 2011 (the "Agreement"), is made and entered into as of _____, 2024, by and between the City and the Park District.

RECITALS

WHEREAS, an ordinance approved by the City Council of the City (the "City Council") on November 16, 2011, and published at pages 14771 -- 14794 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of that date, authorized the Commissioner of DPD, to execute, subject to the approval of the Corporation Counsel of the City as to form and legality, and to the approval of the City Comptroller, an intergovernmental agreement with the Park District, to undertake certain improvements to Union Park (the "Project"), generally located at 1501 W. Randolph Street in Chicago, Illinois (the "Property"), as legally described in Exhibit A of the Agreement; 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 blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal of Proceedings") for said date at pages 25276 -- 25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the Journal of Proceedings for said date at pages 22072 -- 22292, and the Plan was further amended pursuant to an ordinance adopted on September 8, 2011 and published in the Journal of Proceedings for said date at pages 6051 -- 6136; 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 Central West Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, pursuant to the First Amendment of the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the City Increment in an amount not to exceed \$2,050,000 for the purpose of funding certain Project costs to the extent and in the

manner provided in the Agreement; and

WHEREAS, DPD and the Park District have determined that it is in the best interests of the City to revise the Project to include certain improvements on the Property; and

WHEREAS, the City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$1,000,000 for the purpose of funding improvements that will include new pathways throughout the park, LED replacement lighting and the addition of five (5) new pedestrian poles to provide additional lighting throughout the park, playground improvements including the installation of new fencing, the removal of the soft surface, and removal and replacement of select pieces of playground equipment; and

WHEREAS, on November 16, 2011, the Park District's Board of Commissioners (the "Board") adopted resolutions authorizing the execution of the Agreement; and

WHEREAS, on October 16, 2013, the City Council approved an ordinance which is published at pages 60726 to 60744 of the Journal of that date that authorized the making of the First Amendment; and

WHEREAS, on _____, 2024, the City Council approved an ordinance which is published at pages _____ to _____ of the Journal of that date that authorized the making of this Second Amendment; and

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Second Amendment by reference.

SECTION 2. TERMS AND CONDITIONS

The TIF funded improvements will include the new pathways throughout the park, LED replacement lighting and the addition of five (5) new pedestrian poles to provide additional lighting throughout the park, playground improvements including the installation of new fencing and the removal of the soft surface, and the removal and replacement of select pieces of playground equipment, as listed in Exhibit C-1.

SECTION 3. SCOPE OF PROJECT

1. Section 2.7 is hereby amended by adding to the preliminary list of capital improvements, equipment costs, general construction costs, and other costs, through the addition of Exhibit C-1, "playground soft surfacing removal and replacement, new fencing, lighting upgrade, and pathway paving" to the list of allowable improvements.

SECTION 4. EXHIBITS

1. Exhibit C, Project Budget to the Agreement is hereby amended by the addition of Exhibit C-1, as indicated below:

EXHIBIT C-1

PROJECT BUDGET

The total cost of the project, as amended, is \$3,750,000. The improvements shall not exceed \$1,000,000. In no event, however, shall the funding from the Central West TIF Fund exceed \$3,750,000.

Sources	Amount
Central West TIF	\$1,000,000
<u>Total</u>	<u>\$1,000,000</u>

Uses	Amount
Playground soft surfacing removal and replacement, new fencing	\$320,000
Lighting upgrade	\$180,000
Pathway paving	\$500,000
<u>Total</u>	<u>\$1,000,000</u>

2. If any of the provisions of the Agreement conflict with the provisions of this Second Amendment, the provisions of this Second Amendment shall prevail.

3. Except as modified by this Second Amendment, the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered as of the date first above written.

CHICAGO PARK DISTRICT

By: _____

Name: Rosa Escareño
Its: General Superintendent and CEO

CITY OF CHICAGO

By: _____

Name: Ciere Boatright
Its: Commissioner
Department of Planning Development

ATTEST

By: _____
Sarah Gelder
Secretary