

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 March 24, 2019 (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 14, 2018, and published at pages 90473 -- 90492 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 Revere Park (the "Project"), generally located at 2509 West Irving Park Road 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 January 12, 2000, and published in the Journal for said date at pages 22277 -- 22394, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Western Avenue South Redevelopment Project Area" (the "Western Avenue South Redevelopment Area"); (ii) designated the Western Avenue South Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Western Avenue South Redevelopment Area, and the foregoing Plan being amended on May 17, 2000; 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 Western Avenue South Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, pursuant to the First Amendment to 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 \$7,500,000 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 \$400,000 for the purpose of funding repair and resurfacing of the existing four (4) tennis courts; and

WHEREAS, on January 16, 2019, the Park District's Board of Commissioners (the "Board") adopted resolutions authorizing the execution of the Agreement; and

WHEREAS, on January 15, 2020, the City Council approved an ordinance which is published at pages 12841 to 12850 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 renovation of four (4) existing tennis courts at Revere Park. While the scope of the Agreement authorized certain improvements listed in Exhibit C, this Second Amendment seeks to expand the original scope of these improvements to include the resurfacing and restoration of the existing four (4) tennis courts, 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, "tennis court renovation, 4 courts" 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 is \$7,500,000. In no event, however, shall the funding from

the Western Avenue South TIF Fund exceed \$7,500,000. The \$400,000 for the new improvements in Exhibit C-1 is already held for Revere Park and no new allocation is required. The improvements shall not exceed \$400,000.

Sources	Amount
Western Ave South TIF	\$400,000
<u>Total</u>	<u>\$400,000</u>

Uses	Amount
Tennis court renovation, 4 courts	\$400,000
<u>Total</u>	<u>\$400,000</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