

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF CHICAGO FOR TAX
INCREMENTAL FINANCING FOR REHABILITATION OF THE CTA BRYN MAWR
STATION**

THIS AMENDMENT, dated this 1st day of October, 2016 (“Amendment”) shall amend and modify the Intergovernmental Agreement (“Agreement”) entered into May 24, 2013, by and between the City of Chicago (“City”) acting through its Department of Planning and Development (“DPD”), and the Chicago Transit Authority, an Illinois municipal corporation (the “CTA”). The City and the CTA are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties.” Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement.

WHEREAS, the Parties entered into the Agreement for the City to pay CTA an amount not to exceed \$10,000,000 from the Bryn Mawr/Broadway TIF Fund as payment for expenses related to station rehabilitation efforts under the Project (“Project funds”); and

WHEREAS, since the execution of the Agreement, the CTA has undertaken the Red and Purple Modernization project (“RPM”), a major reconstruction initiative along the northern portion of CTA’s Red Line and the entire Purple Line; and

WHEREAS, the Bryn Mawr rapid transit station is located along the northern portion of the Red Line and has been incorporated into RPM, thereby expanding the scope under the Project to a reconstruction effort; and

WHEREAS, the CTA desires to utilize the Project funds toward elements of the expanded scope, which still constitutes TIF-Eligible Improvements for the purposes of the Act and the Agreement; and

WHEREAS, the Agreement needs to be amended to reflect the Project’s incorporation into RPM, the expanded scope of work and the use of Project funds for such work; and

WHEREAS, the Parties now wish to amend and modify the Agreement, in accordance with Section 12 of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. The sixth, seventh and eighth Whereas clauses of the Agreement shall be amended as follows:

WHEREAS, the CTA ~~proposes to~~ has undertaken advance work in connection with the rehabilitation complete reconstruction of its Bryn Mawr rapid transit station (the “Project”) on the Red Line, which ~~project~~ is located within the Area, as part of its Red and Purple Modernization project, ~~and which is~~ as described in more detail in Exhibit A, incorporated and attached hereto; and

WHEREAS, the budget for the Project is approximately \$25,000,000 \$82,698,500, as detailed in Exhibit B, and from various funding sources including

~~federal, state, CTA and City funds of which \$15,000,000 thereof will be paid for by the CTA with proceeds of a grant it has received from the Illinois Department of Transportation (“IDOT Grant”), a copy of which is attached hereto as Exhibit B the City, in aggregate, will pay not more than \$10,000,000 (the “City Contribution”) from Available Incremental Taxes (as defined below); and~~

~~WHEREAS, the City and the CTA have agreed that the City will not pay not more than \$10,000,000 toward the Project (the “City Contribution”) from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City; and~~

2. Section 3(a) shall be stricken in its entirety and replaced with the following:

The parties acknowledge that the Project shall begin in 2013 and shall be completed no later than December 11, 2019.

3. Section 5(a) shall be amended as follows:

The CTA shall prepare and provide to ~~HED~~ DPD, on an annual basis, a payment requisition similar to the form set forth on Exhibit C hereto, ~~not later than October 31st of the years 2013, 2014 and 2015~~, stating: (i) the TIF-Eligible Improvements actually incurred by the CTA on the Project to the date of the report, if any, and (ii) the estimated amounts of TIF-Eligible Improvements likely to be undertaken by the CTA in connection with the Project during the next succeeding twelve months (“Request for Payment”). Requests for Payment shall consist solely of likely expenditures that qualify as TIF-Eligible Improvements, such as design and planning fees and ~~rehabilitation~~ reconstruction costs. If such annual report has been timely received by the City, then, not later than December 31 of each ~~of the years 2013, 2014 and 2015~~, ~~HED-DPD~~ will process the Request for Payment for that year and remit payment of the aggregate City Funds thereby requested to the CTA, ~~provided the yearly aggregate request is equal to or less than:~~

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|---------------------------|------------------------|
| Year-end 2013: | \$2,900,000 |
| Year-end 2014: | \$4,200,000 |
| Year-end 2015: | \$2,900,000 |

4. Exhibit A shall be replaced with Attachment 1 to this Amendment.
5. Exhibit B shall be replaced with Attachment 2 to this Amendment.
6. Exhibit C shall be replaced with Attachment 3 to this Amendment.
7. Throughout the Agreement, the terms “Department of Housing and Economic Development” and “HED” shall be replaced with the terms “Department of Planning and Development” and “DPD”.
8. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of the Amendment shall control.

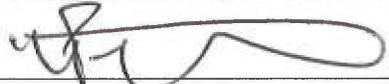
9. The remaining terms, provisions and conditions of this Agreement shall remain in full force and effect.

CITY OF CHICAGO, a municipal corporation, through its Department of Planning and Development



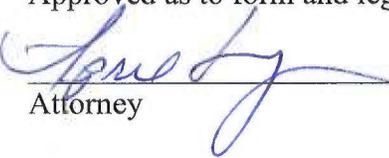
David L. Reifman, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation



Terry Peterson, Chairman

Approved as to form and legality for the CTA:



Attorney

ATTACHMENT 1

PROJECT DESCRIPTION

Advance Work for Bryn Mawr Station Reconstruction/Rehabilitation Scope Outline

The CTA is currently performing advance work in connection with its Red and Purple Modernization (RPM) program. This major initiative will completely rebuild the nearly century old North Red Line from Belmont to Howard and the Purple Line from Belmont to Linden in Wilmette. RPM is schedule to be completed in phases. Phase One of the RPM program, with an overall project cost of approximately \$2.1 billion, includes the Lawrence to Bryn Mawr Modernization (LBMM) project.

LBMM includes a complete reconstruction of the Bryn Mawr station, together with three (3) other Red Line stations (Lawrence, Argyle and Berwyn). The scope includes accessibility improvements in accordance with the Americans with Disabilities Act (ADA) and the reconstruction and expansion of approximately 1.3 miles of associated structures, tracks, and viaducts to support the expanded stations and platforms from approximately Leland Avenue on the south to near Ardmore Avenue on the north.

The CTA will be performing significant advance work in anticipation of commencing the full LBMM construction. This advance work as it relates to the Bryn Mawr/Broadway Redevelopment Project Area (RPA) includes:

- Design and engineering of the new Bryn Mawr station and the structures, tracks, viaducts, and signal and traction power upgrades to be constructed as part of LBMM or its advance packages, together with the associated procurement documentation
- The design, construction and installation of signal equipment and related infrastructure upgrades to allow for bi-directional operation of mainline tracks necessary to operate trains during LBMM construction
- Utility and infrastructure relocations to be performed in advance of the primary LBMM construction

ATTACHMENT 2

PROJECT BUDGET

Costs

| | |
|--|---------------------|
| Engineering of Bryn Mawr station | \$3,500,000 |
| Engineering of Structures, Tracks and Viaducts | \$897,000 |
| Engineering of System Upgrades | \$806,000 |
| Project Survey (within Bryn Mawr/Broadway RPA) | \$65,000 |
| Construction of Advance Systems Work | \$20,788,000 |
| Oversight Management | \$370,500 |
| <u>Utility Relocations (within Bryn Mawr/Broadway RPA)</u> | <u>\$56,272,000</u> |
| Total: | \$82,698,500 |

Budget

| | |
|--|---------------------|
| CTA Bonds | \$72,698,500 |
| <u>City Contribution from Bryn Mawr/Broadway TIF</u> | <u>\$10,000,000</u> |
| Total: | \$82,698,500 |

ordinances, rules, regulations, codes and executive orders at the time of its completion;
and

(iv) the representations and warranties contained in the Agreement are true and correct and the CTA is in compliance with all applicable covenants contained therein.

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

Chicago Transit Authority, an Illinois municipal corporation

By: _____
Name
Title: _____

Subscribed and sworn before me this ___ day of _____, _____

My commission expires: _____

Agreed and accepted:

City of Chicago, by and through its Department of Housing and Economic Development

David L. Reifman, Commissioner

Date: _____