

5/24/2006

REPORTS OF COMMITTEES

76565

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

Authenticated By:

Registrar

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO PARK DISTRICT FOR
CERTAIN IMPROVEMENTS TO MERRIMAC PARK
AT 6343 WEST IRVING PARK ROAD.

The Committee on Finance submitted the following report:

CHICAGO, May 24, 2006.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing an intergovernmental agreement between the City of Chicago and the Chicago Park District regarding improvements for Merrimac Park, 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 a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, Schulter, Stone -- 44.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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 to undertake certain improvements to Merrimac Park (the "Project") generally located at 6343 West Irving Park Road and legally described in Exhibit A (the "Property"); and

WHEREAS, The Property lies wholly within the boundaries of the West Irving Park 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, and pursuant to ordinances adopted on January 12, 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 22739 -- 22867, the City Council: (i) approved and adopted a redevelopment project (the "Plan") for a portion of the City known as the "West Irving Park Redevelopment Project Area" (the "West Irving Park Redevelopment Area"), which such Plan was revised and adopted pursuant to an ordinance adopted on May 17, 2000 and published in the *Journal of Proceedings* for said date at pages 31799 -- 31901; (ii) designated the West Irving Park Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the West Irving Park Redevelopment Area; 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 West Irving Park Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, D.P.D. wishes to make available to the Park District a portion of the City Increment in an amount not to exceed Six Hundred Six Thousand Two Hundred Fifty Dollars (\$606,250) for the purpose of funding the Project costs (the "T.I.F.-Funded Improvements") in the West Irving Park Redevelopment Area 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 West Irving Park Redevelopment Area; and

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

WHEREAS, In accordance with the Act, the T.I.F.-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

T.I.F.-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 a portion of the T.I.F.-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 T.I.F.-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, the Commissioner of D.P.D. 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 and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description:

Parcel 1.

Subdivision of the north half of the northwest quarter of the northwest quarter of Section 20, Township 14, Range 13 of the Third Principal Meridian in Cook County, Illinois.

Common Address:

6343 West Irving Park Road
Chicago, Illinois.

Permanent Index Numbers:

13-20-100-007;
13-20-100-012;
13-20-100-013;
13-20-100-002; and
13-20-100-011.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement

Between

The City Of Chicago

And

The Chicago Park District.

This agreement is made this ___ day of _____, 2006 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the

State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("D.P.D."), 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 controls and operates Merrimac Park (the "Park") located at 6343 West Irving Park Road and legally described in (Sub)Exhibit A (the "Property"), and has proposed to undertake certain improvements to the Park, such improvements being hereinafter referred to as the "Project".

D. The Park lies wholly within the boundaries of the West Irving Park 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, 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.

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on January 12, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 22739 -- 22867, 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 "West Irving Park Redevelopment Project Area" (the "West Irving Park Redevelopment Area"), which such Plan was revised and adopted pursuant to an ordinance adopted on May 17, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 31799 -- 31901 and is attached hereto as (Sub)Exhibit B; (ii) designated the West Irving Park Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the West Irving Park Redevelopment Area.

G. 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 West Irving Park Redevelopment Area shall be known as the "West Irving Park Increment").

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

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the West Irving Park Redevelopment Area.

J. D.P.D. wishes to make available to the Park District a portion of the West Irving Park Increment in an amount not to exceed Six Hundred Six Thousand Two Hundred Fifty Dollars (\$606,250) (the "Project Assistance") for the purpose of funding the Project on the Park (the "T.I.F.-Funded Improvements") in the West Irving Park Redevelopment Area to the extent and in the manner provided in the agreement (as hereinafter defined).

K. In accordance with the Act, the T.I.F.-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 T.I.F.-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.

L. The City and the Park District wish to enter into this agreement whereby the City shall pay for or reimburse the Park District for a portion of the T.I.F.-Funded Improvements.

M. On _____, 2006 the City Council adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 63427 -- 63450 (the "Authorizing Ordinance"), among other things, authorizing the execution of this agreement.

N. On April 19, 2006, the Park District's Board of Commissioners passed an authorization to enter into an intergovernmental agreement expressing its desire to cooperate with the City in the construction 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:

Terms And Conditions.

Section 1.

The Project.

1.1

No later than eighteen (18) months from the Closing date, or later, as the Commissioner of D.P.D. (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.

1.2

The plans and specifications for the Project (the "Plans and Specifications") shall at a minimum meet the general requirements as contemplated by the Park District and as set forth in (Sub)Exhibit C hereof and shall be provided to the City by the Park District prior to the disbursement of West Irving Park Increment funds. 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.

1.3

At such time as the Park District lets a contract or contracts, the form(s) of which shall be determined solely by the Park District, for the Project, the Park District shall also 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.

1.4

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 West Irving Park 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 Project Assistance to the Park District. The Park District shall keep the Project Assistance in a segregated account to be used only for the Project.

2.2

Within sixty (60) 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 ninety (90) 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 the Project Assistance to the Park District:

- (a) the Park District has satisfactory title to the Property (which may be evidenced by an acceptable title insurance policy), subject only to those title exceptions acceptable to the City and the Park District; and
- (b) the Park District has provided or has caused to be provided to the City:
 - (i) copies of all easements and encumbrances of record (other than those arising from the Purchase);

(ii) two (2) copies of a Class A plat survey in the most recently revised form of ALTA/ACSM land title survey, acceptable in form and content to the City prepared by a surveyor registered in the State of Illinois, certified to the Park District, and certifying as to whether the Property is in an area identified by the Federal Emergency Management Agency as having special flood hazards;

(iii) evidence of searches of current financing statement, judgments, pending litigation, bankruptcy proceedings and federal and state tax liens showing no security interests, judgments, pending litigation, bankruptcy proceedings or federal or state tax liens on the Property or affecting the Park District;

(iv) a copy of the most recent real estate tax bill with respect to the Property, to the extent available;

(v) a copy of the most recent water bill with respect to the Property, to the extent available; and

(c) copies of a phase I environmental audit completed with respect to the Property; and

(d) if the Park District is unable to satisfy the conditions stated in this Section 2.2 within the Satisfaction Period, either Party may terminate this agreement by providing written notice to the other Party.

2.3

The Park District may request that a certificate(s) of expenditure in the form of (Sub)Exhibit E hereto ("Certificates of Expenditure") be processed and executed quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are T.I.F.-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 D.P.D.. Delivery by the Park District to D.P.D. 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; 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.

2.4

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 2.3 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.

2.5

The current estimate of the cost of the Project is Six Hundred Six Thousand Two Hundred Fifty and no/100 Dollars (\$606,250.00). The Park District has delivered to the Commissioner a project budget for the Project attached as (Sub)Exhibit D. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project 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 with the City in order to complete the Revised Project with the available funds.

2.6

(Sub)Exhibit D contains a preliminary list of capital improvements, land assembly costs, relocation costs, financing costs, remediation costs 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 T.I.F.-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the T.I.F.-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these T.I.F.-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 (Sub)Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this agreement; provided, however, that all T.I.F.-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.

2.7

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 2.7 and Section 2.2. 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.

2.8

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 West Irving Park and Pulaski 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.

4.1

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. The City's financial obligation shall be limited to an amount not to exceed Six Hundred Six Thousand Two Hundred Fifty Dollars (\$606,250) 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.

4.2

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

4.3

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

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 Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$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 One Million Dollars (\$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, noncontributory 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 One Million Dollars (\$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 which shall be maintained with limits of not less than One Million Dollars (\$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.

5.2

The Park District will furnish the City at the address stated in Section 8.12, 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. Nonconforming 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 insurance required by the Park District as specified in (Sub)Exhibit F attached hereto and made hereof 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.

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

To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the State of Illinois, 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 thirty-six (36) months after the date of execution of this agreement, then the City may terminate this agreement by providing written notice to the Park District. If the City so terminates this agreement, the Park District shall reimburse the City for the full amount of the Project Assistance.

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 thirty (30) days prior to termination at the address specified in Section 8.12 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the thirty (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 thirty (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 thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same as 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 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.

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.

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 Planning and
Development
Attention: Commissioner
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with copies to:

City of Chicago
Department of Law
Attention: Finance and Economic
Development Division
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

To The Park District:

Chicago Park District
Attention: General Superintendent
541 North Fairbanks Court
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

with a copy to:

Chicago Park District
General Counsel
541 North Fairbanks Court, Room 300
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

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:

Kathleen Dickhut
City of Chicago
Department of Planning and
Development
City Hall, Room 1003
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

For The Park District:

Arnold Randall
Chicago Park District
Director of Planning and Development
541 North Fairbanks Court
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

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 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.

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
Planning and Development

By: _____
Lori T. Healey,
Commissioner

Chicago Park District, a body politic
and corporate

By: _____
Timothy J. Mitchell,
General Superintendent
and Chief Executive Officer

[(Sub)Exhibit "A" referred to in this Intergovernmental
Agreement with Chicago Park District constitutes
Exhibit "A" to ordinance and printed
on page 76569 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

[(Sub)Exhibit "C" referred to in this Intergovernmental Agreement with Chicago Park District printed on page 76591 of this Journal.]

(Sub)Exhibits "D", "E" and "F" referred to in this Intergovernmental Agreement with Chicago Park District read as follows:

(Sub)Exhibit "D".
(To Intergovernmental Agreement With
Chicago Park District)

Project Budget

T.I.F.-Funded Improvements.

Project Budget:

Removal of paved parking lot and tennis courts	\$ 45,000
Drainage and utilities	40,000
Lighting	80,000
Benches	75,000
Fencing	10,000
Asphalt and soft surface walking paths	80,000
Landscaping	65,000
Survey	10,000
Design and engineering fees	80,000

Project Budget:

25% Design and construction contingency	\$121,250
Total:	\$606,250

(Sub)Exhibit "E".
 (To Intergovernmental Agreement With
 Chicago Park District)

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 T.I.F.-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Park District requests reimbursement for the following cost of T.I.F.-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 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 in the Agreement.

Chicago Park District

By: _____

Name: _____

Title: _____

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

My commission expires: _____

Agreed and Accepted:

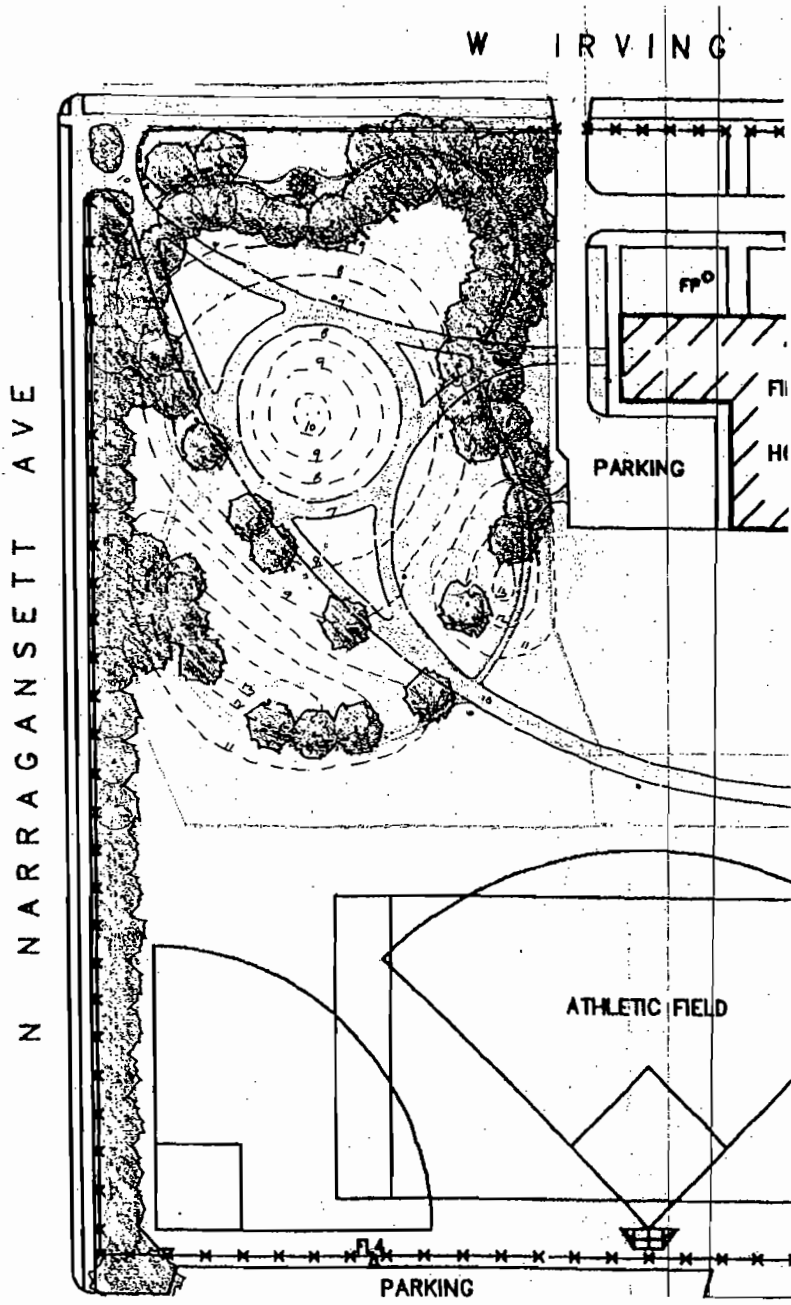
Name: _____

Title: _____

City of Chicago,
Department of Planning
and Development

(Sub)Exhibit "C".
(To Intergovernmental Agreement With
Chicago Park District)

Plans And Specifications.



(Sub)Exhibit "F".
(To Intergovernmental Agreement With
Chicago Park District)

Park District Insurance Requirements.

Department Of Planning And Development

I.G.A. -- Chicago Park District.

The District must provide and maintain or cause to be provided during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverages must 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, noncontributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the District must provide or cause to be provided, Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and

property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Builders Risk.

When the District undertakes any construction, including improvements, betterments, and/or repairs, the District must provide, or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, landscaping, water including overflow, leakage, sewer backup or seepage, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

5) Contractor's Pollution Liability.

When any work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided, or cause to be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

6) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records.

8) Self-Insurance.

To the extent permitted by law, the District may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if the District does self-insure for the above insurance requirements, the 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 the insurance requirements as stipulated above.

B. Additional Requirements.

The District must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, 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 District must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the 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 from the District is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The District must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve the District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must 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.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the District.

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

The coverages and limits furnished by the District in no way limit the District's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Agreement.

The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate Form referred
to in this Park District Insurance Requirements
unavailable at time of printing.]

DESIGNATION OF LOYOLA UNIVERSITY CHICAGO AS PROJECT
DEVELOPER AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT FOR VARIOUS
REHABILITATION PROJECTS WITHIN
LAKE SHORE CAMPUS.

The Committee on Finance submitted the following report: