

EXHIBIT A
**FIRST AMENDMENT
TO INTERGOVERNMENTAL AGREEMENT**

This amendment (the "First 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 December 18, 2020 (the "Agreement"), is made and entered into as of _____, 2026, 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 May 20, 2020, and published at pages 16868 to 16887 of the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of that date, authorized the Commissioner of Planning and Development (the "Commissioner") to execute an intergovernmental agreement with the Park District to make certain improvements at Avondale Park (the "Project"), generally located at 3516 West School 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 March 12, 2008, and published in the Journal for said date at pages 21996 to 22071, 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 "Kennedy/Kimball Redevelopment Project Area" (the "Kennedy/Kimball Redevelopment Area"); (ii) designated the Kennedy/Kimball Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Kennedy/Kimball 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 Kennedy/Kimball Redevelopment Area shall be known as the "City Increment"); and

WHEREAS, pursuant 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 \$2,855,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

WHEREAS, the City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed \$5,000,000 for the purpose of paying for or reimbursing the Park District for certain Project costs; and

WHEREAS, the City and the Park District also wish to amend the Agreement to change the scope of the Project as described in Exhibit B to the Agreement; and

WHEREAS, on [], the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this First Amendment; and

WHEREAS, on [], the City Council authorized an ordinance which is published at pages [] to [] of the Journal of said date that authorized the making of this First 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 First Amendment by reference. All capitalized terms not defined herein shall have the meaning as set forth in the Agreement.

SECTION 2. TERMS AND CONDITIONS

Recital J and Section 2.6 of the Agreement are hereby amended by deleting the amount of \$2,855,000 and replacing it with the amount of \$7,855,000.

SECTION 3. EXHIBITS

1. Exhibit B, General Requirements to the Agreement is hereby amended by deleting Exhibit B, General Requirements in its entirety and replacing it with Exhibit B as indicated below:

EXHIBIT B

PROJECT

Avondale Park TIF improvements include site work including new drinking fountain, water spray feature and an accessible entrance ramp. Facility work will include roof replacement, masonry/tuckpointing to eliminate water infiltration, new windows, doors, restrooms, electrical and HVAC improvements.

2. Exhibit C, Project Budget to the Agreement is hereby amended by deleting Exhibit C, Project Budget in its entirety and replacing it with Exhibit C as indicated below:

EXHIBIT C
PROJECT BUDGET

Sources	Amount
Kennedy/Kimball TIF	\$7,855,000
Total	\$7,855,000

Uses	Amount
Design	\$365,000
Roof and masonry	\$1,990,000
Window restoration/doors	\$2,230,000
Restrooms, electrical, HVAC	\$2,245,000
Site improvements	\$625,000
Reserves	\$400,000
Total	\$7,855,000

The Commissioner may approve changes to this preliminary budget.

SECTION 4. GENERAL PROVISIONS

1. If any of the provisions of the Agreement conflict with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.
2. Except as modified by this First 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 First Amendment to be executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Name: Ciere Boatright
Its: Commissioner of Planning and
Development

CHICAGO PARK DISTRICT

By: _____

Name: Carlos Ramirez-Rosa
Its: General Superintendent and CEO

ATTEST

By: _____

Sarah Gelder
Secretary of the Board of Commissioners