

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT,
AND THE CHICAGO HOUSING AUTHORITY
REGARDING ROBERT BROOKS HOMES

This Intergovernmental Agreement (the "Agreement") is made and entered into as of the _____ of _____, 20____ by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Department of Planning and Development ("DPD"), and the Chicago Housing Authority ("CHA"), an Illinois municipal corporation.

RECITALS

WHEREAS, CHA owns, operates and maintains an affordable housing development commonly known as Robert Brooks Homes generally located at 1300-1400 West 13th Street; 1300-1400 West 14th Street; and 1300-1400 West Hastings Steet, Chicago, Illinois (the "Property"); and

WHEREAS, CHA desires to make certain improvements to the Property as more fully described in Exhibit 1 attached hereto and incorporated herein (collectively, the "Project"); 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, to induce certain redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted ordinances on November 4, 1998 (as published in the Journal of the Proceedings of the City Council of the City for such date at pages 80527 through 80642), as amended (i) approving a redevelopment plan and project (the "Roosevelt/Racine Plan") for the Roosevelt/Racine Redevelopment Area (the "Redevelopment Area"); (ii) designating the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopting tax increment financing for the Redevelopment Area. The Roosevelt/Racine Plan was amended by ordinances adopted on December 8, 2004, and June 23, 2013; and

WHEREAS, all of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(3), 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 ("Incremental Taxes") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project (Incremental Taxes collected from the Redevelopment Area shall be known as the "Roosevelt/Racine Increment"); and

WHEREAS, the Roosevelt/Racine Plan contemplates that tax increment financing assistance would be provided for facilitating the rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, the Project is necessary for the redevelopment of the Area; and

WHEREAS, CHA will undertake the Project in accordance with this Agreement and the Roosevelt/Racine Redevelopment Plan; and

WHEREAS, the City will use a portion of the Roosevelt/Racine Increment (the "City Funds") for the Project; and

WHEREAS, the City agrees to use the City Funds in an amount not to exceed \$12,000,000 to reimburse CHA for a portion of the costs of the TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Project, pursuant to the terms and conditions of this Agreement; 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:

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECT

1. Compliance with All Laws. The Property and the Project are described in Exhibit 1. The plans and specifications for the Project shall be provided to the City by CHA and approved by the City in the City's discretion. CHA shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of CHA, all as may be in effect from time to time, pertaining to or affecting the Project or CHA as related thereto. CHA shall include a certification of such compliance with each request for City 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, CHA shall provide evidence satisfactory to the City of such compliance.

2. The Project. CHA covenants, represents and warrants that the plans and specifications for the Project at a minimum meet the general requirements as set forth in Exhibit 1 hereof.

3. Contracts. In all contracts relating to the Project, CHA 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.

ARTICLE THREE: FUNDING

1. Requisition Form.

(a) After completion of the Project (or approximately every six (6) months following the Agreement Date if the Project has a budget of \$2,000,000 or more as indicated in Exhibit 3), CHA shall provide the Department with a Requisition Form in the form of Exhibit 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget for the Project (the "Project Budget")

attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon Project Costs which CHA has paid; and (iii) all other documentation described in Exhibit 2. The City shall review and, in the City's discretion, approve the Requisition Form and make the requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to CHA's compliance with all applicable requirements regarding the use of such funds and the timing of such use. CHA will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements.

(b) Delivery by CHA to DPD of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds previously disbursed (if any) represents the actual amount 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;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) CHA has approved all work and materials for the current Requisition Form, such work and materials conform to the plans and specifications for the Project or CHA has completed construction of the Project according to the terms of this Agreement; and

(iv) CHA is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of CHA, all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy, Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements, pertaining to or affecting the Project or CHA as related thereto.

The City shall have the right, in its discretion, to require CHA to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form 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 CHA.

2. Project Budget. The current estimate of the cost of the Project is \$12,518,385. CHA has delivered to the City, and the City hereby approves, the Project Budget attached hereto and incorporated herein as Exhibit 3. CHA certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. CHA agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of CHA. If CHA at any point does not have sufficient funds to complete the Project, CHA shall so notify the City in writing, and CHA may narrow the scope of the Project as agreed with the City in writing, in order to complete the Project with the available funds.

3. TIF-Funded Improvements. Attached as Exhibit 4 and incorporated herein is a list of costs recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"). All TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Roosevelt/Racine Redevelopment Plan; and (c) be improvements that

the Commissioner has agreed to pay for out of Roosevelt/Racine Increment, subject to the terms of this Agreement.

4. Excess City Funds. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, CHA shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to CHA and expended by CHA on the Project.

5. Reports. If requested by the City, CHA shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project. Final reports generated for the City about the Project, if any, will be provided by the City to CHA.

6. Disbursement. The City shall, subject to CHA's satisfaction of the conditions precedent to disbursement described in this Article Three and such other conditions contained in this Agreement, disburse the City Funds to CHA.

7. Subordination of Right to Receive Payments.

(a) CHA's right to receive payments hereunder shall be subordinate to the now existing obligations of the City to be paid from Roosevelt/Racine Increment.

(b) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or CHA has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of CHA. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, CHA shall retain its initial lien status relative to Redevelopment Area Increment. In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to CHA, the affected parcels and the EAV thereof for the Base Year.

(c) The availability of City Funds is subject to: (i) the City's annual retention of Redevelopment Area Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(d) CHA shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Bonds"); provided, however, that any such amendments shall not

have a material adverse effect on CHA or the Project. CHA shall, at CHA's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

8. During the Term hereof CHA shall not sell, transfer, convey or otherwise dispose of all or any portion of the Project and/or the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence on the date of its execution and shall expire the date on which the Redevelopment Area is no longer in effect.

ARTICLE FIVE: INDEMNITY; DEFAULT AND REMEDIES

1. Indemnity. CHA agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (1) the Project, including but not limited to CHA's or any CHA contractor's failure to pay general contractors, subcontractors or materialmen in connection therewith (but not including the City's negligence or intentional actions); or (2) CHA's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

Notwithstanding the foregoing, the City acknowledges and accepts that CHA is prohibited from using federal funds for indemnification pursuant to federal regulations and therefore the parties agree that solely with respect to CHA, its obligations to indemnify are limited to non-federal sources of funds, if CHA has any non-federal funds.

2. Default and Remedies. The failure of CHA to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of CHA under this Agreement or any related agreement shall constitute an "Event of Default" by CHA hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all directly related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event CHA shall fail to perform a covenant which CHA is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless CHA has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, CHA shall not be deemed to have committed an Event of Default under this Agreement if it 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 has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to CHA shall be addressed to:

Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

with a copy to:

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: General Counsel

Notice to the City shall be addressed to:

Commissioner
Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

and

Office of the Corporation Counsel
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing to the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communication via facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon transmission via facsimile, as shown on the transmittal receipt of the dispatching fax machine, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) days after deposit in the mail.

Such addresses may be changed when notice is given to the other party in the same

manner as provided above.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, CHA and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on _____, 20____. Execution of this Agreement by CHA is authorized by order of the Board of Commissioners of the Housing Authority on _____, 20____. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence

the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or CHA shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and CHA.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No member, official, employee, or agent of the City or CHA shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: 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 Chicago Housing Authority: []
[]
Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Phone: []

For the City:

 City of Chicago
 Department of Planning and Development
 City Hall, Room 1003
 121 North LaSalle Street
 Chicago, Illinois 60602
 Phone:

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.

[SIGNATURE PAGE FOLLOWS]

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

By: _____
Ciere Boatright,
Commissioner of Planning and Development

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: _____
Keith Pettigrew
Chief Executive Officer

EXHIBIT 1
THE PROJECT

1. **CHA Development Name:** Robert Brooks Homes
2. **Property Details:**
 - a. Addresses: 1300-1400 West 13th Street; 1300-1400 West 14th Street; and 1300-1400 West Hastings Street, Chicago, Illinois
 - b. Permanent Index Numbers ("PINs"):

17-20-106-056; 17-20-106-057; 17-20-106-058; 17-20-106-059; 17-20-106-060;
17-20-106-061; 17-20-107-046; 17-20-109-020; 17-20-109-043; 17-20-110-051;
17-20-114-044; and 17-20-115-048
3. **Project Description:** CHA will make certain improvements to the Property, specifically 1) replacing the aging water and sewer infrastructure including storm sewers, sanitary sewers, and water supply lines in order to meet City stormwater requirements; 2) installing permeable pavers in the parking lots and upgrading walkways; and 3) improving ADA access.
4. **Estimated Project Cost:** \$12,518,385
5. **City Funds:** Not to exceed \$12,000,000

EXHIBIT 2
REQUISITION FORM

State of Illinois)
County of Cook) SS

The affiant, _____, of the Chicago Housing Authority, an Illinois municipal corporation ("CHA"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between CHA and the City regarding Robert Brooks Homes dated _____, 20__ (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by CHA to date:

\$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project paid for or reimbursed by the City to date:

\$ _____

C. CHA requests disbursement for the following cost of TIF-Funded Improvements:

D. None of the Project Costs referenced in paragraph C above has been previously reimbursed by the City.

E. CHA 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 CHA is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. CHA is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of CHA, all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy, Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements pertaining to or affecting the Project or CHA as related thereto.

4. If this is the final or only Requisition Form being submitted for the Project (check here if applicable ____), CHA certifies to the City that it has completed the Project in accordance with the terms of the Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the Project Budget attached as Exhibit 3 to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which CHA hereby seeks reimbursement.

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

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

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

My commission expires: _____

EXHIBIT 3
PROJECT BUDGET

USES	AMOUNT
Acquisition	\$0
Site Prep/Environmental	\$0
Hard Costs	\$12,000,000
Soft Costs	\$518,385
Contingencies	\$0
Other Costs	\$0
TOTAL USES	\$12,518,385

SOURCES	AMOUNT
Roosevelt/Racine Increment	\$12,000,000
CHA Funds	\$518,385
TOTAL SOURCES	\$12,518,385

EXHIBIT 4

TIF-FUNDED IMPROVEMENTS*

[subject to revision]

Line Item	Cost
Silt Fence	\$61,516.40
Inlet Protection	\$20,680.00
Construction Fence	\$44,242.00
Concrete Washout	\$30,250.00
Construction Entrance	\$22,385.00
Sewer Structure Removal	\$72,600.00
Light Pole Relocation	\$26,400.00
Light Pole Protection	\$35,860.00
Tree Protection	\$44,220.00
Signage Relocation	\$13,200.00
Signage Removal	\$5,060.00
Fence Removal	\$9,427.00
Sewer Pipe Removal	\$178,200.00
Full Depth Saw Cut	\$37,946.24
Full Depth Asphalt Removal	\$671,398.20
2" Mill and Grind	\$125,416.13
Concrete Removal	\$1,036,299.00
Concrete Curb and Gutter Removal	\$63,195.00
Connection to Existing Sewer	\$82,578.75
Clear and Grub	\$12,086.25

Trench Backfill	\$361,636.00
6" Topsoil	\$155,940.40
Sodding	\$233,910.60
Fine Grading	\$467,821.20
Earth Excavation	\$972,221.46
Concrete Pavement and Base	\$125,763.00
Concrete Sidewalk and Base	\$1,208,394.00
Concrete Curb and Gutter	\$63,195.00
Concrete Barrier Curb	\$325,765.00
Asphalt Resurfacing	\$164,444.23
Detectable Warning Tiles	\$17,867.50
ADA Signage	\$11,600.00
4" Yellow Paint Striping	\$12,550.00
6" Ductile Iron Sewer Pipe	\$207,546.12
8" Ductile Iron Sewer Pipe	\$193,640.40
12" Concrete Sewer Pipe	\$200,658.24
18" Concrete Sewer Pipe	\$39,204.60
8" Perforated PVC SDR 26	\$26,641.80
12" Perforated PVS SDR 26	\$187,954.65
18" Perforated PVS SDR 26	\$124,978.20
4' Catch Basin	\$536,085.00
Permeable Pavers W/Infill and Setting Bed	\$1,079,577.72
CA-1 Aggregate	\$398,325.84
CA-7 Aggregate	\$119,953.08
Biofiltration Soil Mix	\$58,016.31

Geotextile Fabric	\$43,425.80
Fence	\$162,666.60
Plate Restrictor	\$1,624.50
Vortex Restrictor	\$32,490.00
Ductile Iron Pipe	\$495,000.00
Connection to City Watermain	\$21,000.00
Mobilization	\$120,000.00
Traffic Control	\$50,000.00
Contingency (10%)	\$1,081,285.72
Total	\$11,894,142.95

***Note:** Notwithstanding the total dollar amount of TIF-Funded Improvements listed above, the financial assistance to be provided by the City under this Agreement shall not exceed \$12,000,000, subject to adjustment as provided in Article III.