

Summary of the background and objections to the installation of an Artificial Turf Soccer Field in the South Field of Lincoln Park

(1) "It's not the soccer field, it's the corruption, stupid"

The project, years in the planning, was first introduced in 2002. At public hearings, the community overwhelmingly opposed it. In Dec. of 2006, with no hearings, and no notice to nearby residents, as required by law, Latin School and the Park District signed a secret contract to build the soccer stadium, with Latin providing the up-front costs, estimated at \$900,00

Although it was touted as a "public/private partnership" the Latin School was actually contributing no money. They were paying the user fees "up front" in exchange for which they would have nearly exclusive use of the field during all the "kid friendly" hours for 10 years with an option to renew for an additional 10. They were also permitted to sell advertising to offset their costs, with displays permitted, including logos, and to sell time to the commercial Sports and Social Club in addition to allowing the same access for their private Summer Day Camp

Although the community strenuously protested, the CPD and Latin School presented it as a "done deal" that could not be challenged, and defended the contract, insisting that they had approval from the oversight committees of Lincoln Park. Friends of the Parks (FOTP) and the Lincoln Park Advisory Council (LPAC) In fact, these groups were given half truths and when the whole truth became known, both organizations condemned the venture. They have since issued strong letters of support to Protect our Parks, and are demanding that the field be returned to the multi-use grass meadow it was previously.

(2) The Latin School secret deal was corrupt from the start, as is the follow-up Termination Agreement.

No studies were undertaken to identify a site that would serve the greatest number of children and was most in need of such a facility. In the late 1970s, the US Justice Dept. sued the CPD for racial discrimination in the supply and distribution of recreational facilities throughout the city's parks. Subsequently, the CPD entered into a Consent Decree in 1982 which required standards for determining the relative needs of community areas, and provided that the CPD shall be guided by "objective criteria" to determine need for new facilities. In the Joint Motion for Dismissal of the Consent Decree in 1989, the Park District represented, that going forward, it would use these objective criteria and incorporated this requirement into the Park District Code, Chapter XIII, Section A, 2(a) – (d). In its present location in the least needy area of the city, it is obvious that no such criteria were applied. The CPD is thus in violation of the Consent Decree and the Park District's own rules.

No professional engineering studies were made as to the suitability of putting a soccer field in this location. As it turned out the drainage problems of the site increased costs by 100%, from \$900,000 to \$2 million.

No studies were made of the possible negative impact of placing it in the busiest and most visited portion of Lincoln Park, as well as a densely populated residential area and at the foot of the only bridge connecting Lincoln park with North Avenue Beach, used by thousands of people during the course of the year.

No consideration, legal or architectural, was given to the requirements of the Lincoln Park Framework Plan, which calls for South Field, "the most major open space" to convey a "grand sense of place and space" and for "removing one soccer/rugby field from this area".

No studies of the health or environmental impact of an artificial turf field were conducted despite gathering evidence of its hazards and widespread moratoriums on their installation throughout the US and in Europe. Additionally, no regard was given to:

- A. having the field situated adjacent to the Outer Drive with its steady output of auto emissions
- B. the "heat effect" of artificial turf (frequently reaching temperatures in excess of 160 degrees) on passing pedestrians, as well as users

Further, no legal building permits of any kind were applied for. In brief, "due diligence" was lacking in the most basic aspects of this venture.

In every case the sole determining criterion for the decision to proceed with this installation was that it was wanted by the Latin School.

In May, 2008 Protect Our Parks sued the Latin School of Chicago, the Chicago Park District and the City of Chicago to halt construction and void the secret contract. A circuit judge and four state appellate judges unanimously ruled against the Chicago Park District and Latin School

(3) The Termination Agreement, and now the Plan Commission Application is cynical and corrupt because it is intended to accomplish what our lawsuit stopped.

It is in defiant furtherance of the corrupt Latin deal in the first place, and it is an insulting tactic to strike back against the community and POP for daring to fight the Park District.

The Termination Agreement provided for the Park District (the taxpayers) to reimburse the Latin School for up to \$2 million dollars for all expenses that Latin has expended for the construction. This is provided for in the contract between the CPD and the Latin School, in case of termination of the project. However, as the contract was deemed illegal and voided by the courts, Protect our Parks is contesting the payment of taxpayer money to satisfy provisions of an illegal contract. Additionally, the Park has given notice that it will, at its own (taxpayer), expense, complete the field. This was announced at the same time as the announcement of the voided contract and *in advance of the Chicago Plan Commission hearing that is supposed to have some bearing on whether or not their application is approved.* Finally, if the court ruled against the CPD for its failure to seek permission from the Plan Commission, and then the Plan Commission, when it finally hears the case, acts merely as a "rubber stamp" for any decision backed by the Mayor, where is the rule of law in Chicago?

(4) The Latin deal is just one glaring example of what the Park District is doing all around the city.

The Children's Museum in Grant Park is the most publicized of the Park's heavy handed and dictatorial tactics, ignoring the overwhelming feelings of constituents, but other parks have also suffered egregious and high handed disregard of their community's wishes and needs as the CPD treats Chicago's parks as their personal real estate, doing what they please without the slightest regard or sensitivity for what the parks represent in a crowded urban environment.

(5) Only Grant Park and Lincoln Park have had the leadership, community determination and resources to fight the Park District.

Everyone else gets rolled over and accepts the roll of underdog. POP has been doing all the work that the media should be doing, and we don't have the resources we need to match what the Park District can use against us.

Examples at other parks: Citizens locked out of the Field House they raised the money to build in Gale Park, and operation of its programs, at \$100,00 per year, is turned over to the Boys and Girls Clubs of America, which has a connection to the wife of a Park Commissioner. Building senior centers IN Norwood Park and Warren Park. Private leagues squeezing out neighborhood programs and operating without oversight in Kenwood Park and Skinner Park. Mariano Park (Rush Street) where a coffee vendor has been given use of the historic kiosk on this little park and citizens are being ordered to leave who sit at the tables without buying coffee.

Conclusions:

The Park District needs to be stopped so they will reform and change their ways - become open about park management - pay attention and respect community opinion - stop trying to sell the park to private interests - and start seeing the park for what it is and should be, an open green refuge from the crowded city, not a Disneyland on the lakefront.

The deals are corrupt! When the Park District gets away with these shenanigans they just move on to bigger and richer fraudulent deals, until the U.S. Attorney catches up with them. We can't wait for Fitzgerald to indict.

PROTECT OUR PARKS – www.savelincolnpark.org – info@cklpp.org – 312-276-5165