

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CREST HILL AND LOCKPORT TOWNSHIP PARK DISTRICT FOR
COST-SHARING REGARDING THE DESIGN, CONSTRUCTION, ANNUAL
MAINTENANCE, AND ANNUAL EVENTS AT THE CREST HILL CITY CENTER
AND PARK**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2022, by and between CITY OF CREST HILL, an Illinois unit of local government, with its principal offices at 1610 Plainfield Road (hereinafter called the "CITY") and THE LOCKPORT TOWNSHIP PARK, an Illinois township park district as constituted under the Illinois Park District Code, 70 ILCS 1205/1 *et seq.*, with its principal offices at 1811 Lawrence Avenue, Lockport, IL 60441 (hereinafter called the "PARK DISTRICT"), each individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the CITY is currently constructing a new City Hall and Police Department, which will also include, as part of the development of the City Center Campus, the design and construction of a multi-use City Center Park area to include a band shell, shelter, and playground. The development and construction of the band shell, shelter and playground is hereinafter referred to as the "CITY CENTER PARK PROJECT" or "the PROJECT"; and

WHEREAS, the CITY and PARK DISTRICT desire to share costs related to the PROJECT, and the PARK DISTRICT desires to contribute to the annual maintenance of the City Center Park playground, to inspect and make minor repairs to the playground, and to organize and hold at least one (1) event annually at the City Center Park; and

WHEREAS, the CITY CENTER PARK PROJECT will provide considerable benefits for the public by developing additional areas within the CITY and PARK DISTRICT's boundaries which will provide beneficial recreational uses to residents of the CITY and the PARK DISTRICT; and

WHEREAS, the PROJECT will provide considerable recreational benefits for the public, including, but not limited to, walking, picnicking, playing, concerts, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the improvements that will be made as part of the scope of the PROJECT.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the CITY and the PARK DISTRICT agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT agrees to pay to the CITY a one-time payment of Three Hundred and Fifty Thousand (\$350,000.00) as its contribution toward the construction of the PROJECT, which will be entirely constructed, purchased and installed by the CITY per the design diagram attached hereto as Exhibit 1. Any and all additional design work, if necessary, shall be at the sole cost and expense of the CITY. Said payment shall be made ninety (90) days after the commencement of Phase One of the Project. "Phase One" shall mean the walking path, playground, grading, and seeding. "Commencement" means breaking ground on Phase One.

2.2 In addition to the one-time payment referred to in Section 2.1, the PARK DISTRICT shall also pay to the CITY a total of Five Thousand Dollars (\$5,000.00) annually, on or before June 1 of each year, to be used toward the maintenance and operation costs of the City Center Park. Said annual payments shall begin on June 1 following final completion of Phase One, and shall continue until this agreement is terminated or otherwise extended or modified.

2.3 In addition to the foregoing monetary payments referred to in Sections 2.1 and 2.2, the PARK DISTRICT shall bear the sole cost, expense and responsibility of having the City Center Park Playground area and equipment inspected at least twice annually. Any and all minor repairs of playground area equipment shall be made by the PARK DISTRICT at its sole cost and expense. However, the PARK DISTRICT shall not be responsible for the replacement of playground area equipment, whether the result of accidental damage, normal wear and tear, or the end of the equipment's useful life. Any replacement of playground equipment shall be the sole responsibility of the CITY.

2.4 The PARK DISTRICT shall organize, plan and hold, at its own cost and expense, a concert event during the summer months following final completion of Phase One (date

and time to be mutually determined by staff), with the sole final approval by the CITY. The first date of the first annual concert event shall be mutually determined by staff of both the CITY and the PARK DISTRICT.

2.5 The PARK DISTRICT shall be granted the exclusive right to sell alcoholic beverages at the event described in Section 2.4, but the CITY will waive food and beverage permit fees to the PARK DISTRICT and shall grant all necessary temporary local liquor licenses to PARK DISTRICT, which shall be solely responsible for securing and paying for all State of Illinois Temporary Liquor Licenses or Alcohol Permits. Any revenue from the PARK DISTRICT event described in Section 2.4, including but not limited to alcohol sales, shall be the exclusive revenue of the PARK DISTRICT.

2.6 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

CITY:

2.7 The CITY shall be solely responsible for the bidding process, construction, purchase and installation of the PROJECT elements. Aside from the one-time monetary contribution required by Section 2.1, CITY shall be responsible for all other design costs of the PROJECT elements.

2.8 The CITY will oversee the work done by the contractor(s) awarded the construction of the PROJECT, pursuant to Plans and Specifications as approved by the CITY and subsequent updates and revisions.

2.9 Aside from the annual maintenance and operation cost contribution in Section 2.2 and the obligation to inspect and complete minor repairs of the City Center Playground equipment in Section 2.3, the PARK DISTRICT shall have no further obligation regarding maintenance and operation of the City Center Park, which operation and maintenance costs shall be the sole responsibility of the CITY.

2.10 It is understood and agreed upon by the parties that the ownership of all CITY CENTER PARK PROJECT elements, including the land, band shell, shelter, and playground, including all playground equipment, shall be owned by the CITY, which shall at its sole cost and expense maintain, operate and insure said property, subject only to the financial contribution required by Section 2.1 and the inspection and repair obligation of Section 2.3.

2.11 The CITY shall be responsible for all design fees and other expenses related to drawings and designs prepared by Hitchcock Design Group and for all Engineering Fees relating to the construction PROJECT elements.

2.12 The CITY will design, erect, and maintain, at its sole cost and expense, a sign at or near the City Center Park entrance which will include language acknowledging the PARK DISTRICT'S contribution and participation in the CITY CENTER PARK PROJECT

development. The CITY agrees to work with the PARK DISTRICT on the final agreed upon language to be included on the sign prior to the sign being installed. The CITY shall have the sole control over the design, location, dimensions and overall construction and installation of the sign, as well as all costs of maintaining the sign.

2.13 The CITY shall provide at its sole cost and expense police officers for the PARK DISTRICT event described in Section 2.4 and at all other PARK DISTRICT events held pursuant to Section 2.4.. PARK DISTRICT'S event organizers will meet with CITY representatives at least thirty (30) days prior to any event described in Section 2.4to coordinate with the CITY adequate security staffing for the event.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY
City Administrator
20690 City Center Blvd.
Crest Hill, IL 60403

FOR LOCKPORT TOWNSHIP PARK DISTRICT:
Executive Director
1811 Lawrence Ave.
Lockport, IL 60441

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be the 12th Judicial Circuit, Will County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The CITY and the PARK DISTRICT each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY or the PARK DISTRICT.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of CITY and/or PARK DISTRICT and/or any of their respective officials, officers and/or employees.

11.0 COMPLIANCE WITH LAWS.

11.1 CITY and the Contractor shall comply with all applicable codes, laws, ordinances and regulations of the CITY, Will County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, prevailing wage, public contracting, building, construction, environmental, civil rights, public finances, laws, rules, regulations, codes and orders applicable to the PROJECT.

12.0 FREEDOM OF INFORMATION ACT.

12.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

13.0 COMMENCEMENT AND RENEWAL.

13.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until _____, 2042, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein

14.0 COUNTERPARTS.

14.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

15.0 AUTHORITY.

15.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

16.0 TERMINATION

16.1 After the initial three (3) years of the Agreement, either party may terminate this Agreement upon twelve (12) months written notice to the other party.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF CREST HILL

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

LOCKPORT TOWNSHIP PARK DISTRICT

By: Jeff Rein
President

Attest: [Signature]
Secretary

Date: 9-26-22