

**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 _____, 2024, by and between CITY OF CREST HILL, an Illinois unit of local government, with its principal offices at 20600 City Center Boulevard, Crest Hill, Illinois 60403 (hereinafter called the "CITY") and THE LOCKPORT TOWNSHIP PARK DISTRICT, 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 has constructed a new City Hall and Police Department, with plans to further develop the City Center Campus to include construction of a multi-use City Center Park with a band shell, shelter, lighting, irrigation, parking lot, and playground. The development and construction of the band shell, shelter, lighting, parking lot, and playground is hereinafter referred to as the "CITY CENTER PARK PROJECT" or "the PROJECT"; and

WHEREAS, the CITY has decided that the PROJECT shall be completed in phases, with the playground being designed, constructed and installed as part of Phase One, and the band shell constructed in Phase 2.

WHEREAS, the CITY and PARK DISTRICT have agreed to share costs related to the initial construction of the playground during Phase One of the PROJECT, including the costs of the playground equipment and stabilization of the playground surface; and

WHEREAS, following the construction of the playground completed during the Phase One of the Project the CITY and PARK DISTRICT have agreed that ownership of the playground parcel will be conveyed to PARK DISTRICT, after which the PARK DISTRICT shall have the sole responsibility to inspect, maintain and insure the City Center Park playground.; and

WHEREAS, in addition to the financial contribution to the initial construction of the playground and the agreement to take ownership and future maintenance responsibility for the City Center Park Playground, the PARK DISTRICT has agreed 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 payment of Two Hundred and Fifty Thousand (\$250,000.00) as its contribution toward the construction of Phase One of the PROJECT, which will be entirely constructed, purchased and installed by the CITY per the design approved by both parties. 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 construction of the sidewalk or walking path which will connect the adjacent public library property to the

playground, installation of drainage structures and irrigation, grading, seeding, and installation of the playground equipment and stabilized playground surface. Construction of the playground shall be in accordance with PARK DISTRICT'S site standards and ADA accessibility requirements, and plans shall be approved by PARK DISTRICT prior to Commencement. "Commencement" means breaking ground on Phase One.

2.2 Upon final completion and inspection of the City Center Park Playground, in exchange for the sale price of Ten (10) Dollars, the CITY will convey to PARK DISTRICT fee simple title to the City Center Park Playground parcel, including the land, all playground equipment, and only the drainage and storm sewer system installed within the deeded parcel conveyed to the PARK DISTRICT. Any repairs to the drainage and storm sewer system shall be split 50/50 between the CITY and PARK DISTRICT. The timing of these repairs will be determined by both parties. As part of the conveyance, the CITY will provide to PARK DISTRICT, at the City's sole cost and expense, a suitable Owner's Title Insurance Policy.

2.3 Upon said transfer of ownership of the City Center Park Playground Parcel, PARK DISTRICT will be solely responsible for the maintenance of the playground equipment, and drainage and storm sewer structures and shall be solely responsible obtaining all necessary liability and property and casualty insurance for the property.

2.4 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. Minor repairs to the playground equipment are defined as costs of \$5,000 or less.

2.5 The PARK DISTRICT prior to the completion of Phase Two will organize, plan, hold, and insure, at its own cost and expense, a minimum of one (1) annual event beginning in the calendar year after final completion of Phase One.

The PARK DISTRICT will organize, plan, hold, and insure, at its own cost and expense, a minimum of one (1) annual concert beginning in the calendar year after final completion of Phase Two.

The date and time for said events will be mutually determined by the PARTIES. The PARK DISTRICT shall apply for all permits and approvals with the CITY with the sole final approval by the CITY.

2.6 The PARK DISTRICT shall be granted the exclusive right to sell alcoholic beverages at the event described in Section 2.5, 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 2.5, including but not limited to alcohol sales, shall be the exclusive revenue of the PARK DISTRICT.

2.7 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.

2.8 The PARK DISTRICT will provide technical assistance during the final design, bidding and Construction of Phase One. "Technical Assistance" means provided to the CITY a minimum of three (3) proposed layouts for the playground equipment, to be finalized by the City Council, project input, and an on-site PARK DISTRICT representative if changes or other construction related issues arise.

2.9 The PARK DISTRICT will take ownership of all playground equipment, the stabilized surface, concrete ribbon curb as within the area shown in exhibit 1, and all the storm sewer, drainage or other equipment installed within the parcel deeded to the PARK DISTRICT. PARK DISTRICT shall at its sole cost and expense maintain, operate and insure the City Center Park Playground except as outlined under Section 2.2. If at any time PARK DISTRICT should determine to cease to utilize, maintain and insure the property as a park, then PARK DISTRICT shall upon written request by the CITY convey the property back to the CITY at the sale price of TEN (10) Dollars.

2.10 The PARK DISTRICT will be solely responsible for determining the City Center Park Playground equipment's useful life and when replacement of all or part of the equipment should be replaced. It shall be the PARK DISTRICT's sole responsibility for removal of any old playground equipment and playground surface and to design, if necessary, purchase and install any new (or replacement) playground equipment and stabilized surface. All design work will be the sole financial responsibility of the PARK DISTRICT. The City Council shall be provided with the proposed layout of any replacement of all of the City Center Park Playground equipment and the PARTIES agree to work together on a mutually acceptable design before it is finalized. The cost of replacement and installation of any or all playground equipment (over the \$5,000 maintenance threshold referred to in Section 2.4) shall be split 50/50 between the CITY and PARK DISTRICT. The PARK DISTRICT shall notify the CITY of its intent to replace the equipment or surface at least twelve (12) months in advance of the intended replacement for budgeting purposes. The CITY's payment of one-half of the replacement equipment only shall be made to PARK DISTRICT ninety (90) days after the replacement Project begins.

CITY:

2.11 The CITY shall be solely responsible for the bidding process, construction, purchase and installation of the initial PROJECT elements. Aside from the one-time monetary contribution by PARK DISTRICT required by Section 2.1, CITY shall be solely responsible for all other design costs of the PROJECT elements, with the exception of the purchase and installation of any replacement City Center Park Playground equipment, which shall be governed by Sections 2.9 and 2.12 herein.

2.12 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.

2.13 CITY agrees to contribute 50%, paid as outlined in Section 2.10, toward the replacement cost and installation (excluding design work) of City Center Park Playground equipment or stabilized surface.

2.14 It is understood and agreed upon by the parties that only the ownership of the City Center Park Playground parcel will be sold and conveyed to the PARK DISTRICT pursuant to Section 2.2, and that the CITY will retain ownership of all other CITY CENTER PARK PROJECT elements, including but not limited to all real property other than the Playground parcel, band shell, picnic area, parking lot, lighting, irrigation, and shelter. The CITY shall be solely responsible for the maintenance, operation, and insuring all of CITY CENTER PARK PROJECT elements which are not conveyed to PARK DISTRICT pursuant to Section 2.2 and PARK DISTRICT shall have no obligations, financial or otherwise, with respect to those CITY CENTER PARK PROJECT elements which are not conveyed and which remain the responsibility of the CITY.

2.15 The CITY shall be responsible for all design fees and other expenses related to drawings and designs prepared by Hitchcock Design Group and SpaceCo, Inc. for all Engineering Fees relating to the construction of the CITY CENTER PARK PROJECT elements.

2.16 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.

2.17 The CITY will waive and not unreasonably withhold any authority or permitting for the annual event referenced in Section 2.5.

2.18 The CITY shall provide at its sole cost and expense police officers for one (1) annual PARK DISTRICT event required by Section 2.5. For all other PARK DISTRICT annual events held pursuant to Section 2.5, or if the PARK DISTRICT holds more than one event in any year, the sole cost and expense of providing security and/or Police Officers for the event will be the PARK DISTRICT'S. PARK DISTRICT'S event organizers will meet with CITY representatives at least sixty (60) days prior to any event described in Section 2.5 to 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
20600 City Center Boulevard
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 _____, 2044, 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 twenty (20) years of the Agreement, either party may terminate this Agreement upon twelve (12) months written notice to the other party. This Agreement may only be renewed or extended upon a written agreement between the parties which is approved by the parties' respective governing authority.

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: Jill Regini
President

Attest: Max L. Wozniak
Secretary

Date: 6/24/24