

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF POPLAR GROVE, ILLINOIS AND THE BELVIDERE TOWNSHIP PARK DISTRICT REGARDING MANSFIELD PARK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered into this ____ day of _____, 2022 by and between the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation (hereinafter “Village”) and the BELVIDERE TOWNSHIP PARK DISTRICT, an Illinois Park District (hereinafter “District”) The Village and District are collectively referred to herein at times as “the Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the Park District desire to collaborate in the creation of a public park (the “Project”) on the Village owned real property commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Property is approximately 2 acres in size; and

WHEREAS, the Parties have reached an accord as to the terms and conditions upon which the Project will be constructed, funded and maintained and have memorialized the same herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The above-recitals are incorporated herein and made a part hereof.

Section 2. Village’s Obligations.

- A. The Parties acknowledge and agree that the Village has taken the necessary steps to acquire and currently owns the Property.
- B. Subject to reimbursement by the District as set forth in Section 3 below, the Village, at its costs, will purchase and have installed the playground equipment for the Project. A list of the playground equipment to be purchased is attached hereto as **Exhibit A** and incorporated herein. A site plan for the park is attached hereto as **Exhibit B** and incorporated herein.

- C. The Village has or will apply for an OSLAD grant to reimburse the Village for the costs of the site preparation and installation of the playground equipment.
- D. After the Property is developed with a public park, the Village shall be responsible for the maintenance of the playground equipment, mowing of grass and picking up of garbage in the park at its expense.
- E. The Village will be responsible for maintaining insurance on the park at its expense.

Section 3. District's Obligations.

- A. The District shall contribute the sum of Fifty Thousand and 00/100th Dollars (\$50,000.00) towards the costs of the Project. Such contribution shall be made as a reimbursement to the Village for Project costs incurred by the Village and shall be made by the District within 30 days of written or electronic mail request by the Village.

Section 4. Breach of Agreement. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing the breaching party, specifying the breach of Agreement in detail. If within fifteen (15) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys' fees associated with any such enforcement effort.

Section 5. Amendments. Written amendments to this Agreement may be proposed by either party and shall become a part of this Agreement upon written acceptance by all parties.

Section 6. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to District shall be sent to the following address:

Belvidere Township Park District
Attn: Executive Director
1006 W. Lincoln Ave.
Belvidere, IL 61008

With Copy to:

Guyer & Enichen, P.C.
Attn: Attorney Michael Scheurich
2601 Reid Farm Road, Suite B
Rockford, Illinois 61114

Notices to the Village shall be sent to the following address:

Village of Poplar Grove

Attn: Village President
200 N. Hill Street
Poplar Grove, IL 61065

With Copy to:

Sosnowski Szeto, LLP
Attn: Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.

Section 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

Section 9. Board Approvals. This Agreement is subject to formal approval by the Parties' respective boards.

IN WITNESS WHEREOF, the District and the Village have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date first written above.

BELVIDERE TOWNSHIP PARK DISTRICT

By: _____

Its: _____

VILLAGE OF POPLAR GROVE, ILLINOIS

By: _____

Its: _____

ATTEST:
VILLAGE CLERK

Karri Anderberg, Village Clerk

[SEAL]

EXHIBIT A- Playground Equipment

EXHIBIT B- Site Plan