

**INTERGOVERNMENTAL LEASE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF OAK PARK AND THE PARK DISTRICT OF OAK PARK REGARDING BARRIE CENTER**

**THIS INTERGOVERNMENTAL LEASE AGREEMENT** ("*Lease*") is entered into on November \_\_, 2018, (the "*Effective Date*") by the Village of Oak Park, an Illinois home rule municipal corporation, (the "*Village*") and the Park District of Oak Park, an Illinois municipal corporation organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* (the "*Park District*"). The Village and the Park District are sometimes referred to individually as a "*Party*" and collectively as the "*Parties*."

**RECITALS**

**WHEREAS**, the Village is the owner of a certain parcel of real estate situated within the Village commonly known as the Barrie Center and legally described in Exhibit A attached to and by this reference incorporated into this Lease (the "*Premises*"); and

**WHEREAS**, the Village is also the owner of a water reservoir (the "*Barrie Reservoir*") underlying the Barrie Center; and

**WHEREAS**, in an Agreement between the Village and the Park District for the Transfer of Real Property for Park and Recreational Purposes dated December 5, 2005, as amended from time to time (the "*Intergovernmental Agreement*"), the Village and the Park District agreed that the Village would lease the surface of and air space above the Barrie Reservoir (the "*Premises*") to the Park District for park and recreation services, programs, and facilities for a period of 99 years; and

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

**WHEREAS**, the Village and the Park District are units of local government under Section 10(a) of the Illinois Constitution and public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, pursuant to Section 3.1 of the Local Government Property Transfer Act, 50 ILCS 605/3.1, the Village may lease real property owned by the Village to a "transferee municipality" upon such terms and conditions that may be agreed by the parties pursuant to the Village's home rule powers; and

**WHEREAS**, the Village is a transferor municipality and the Park District is a transferee municipality and both the Village and the Park District are proper parties to this Lease pursuant to Section 1 of the Local Government Property Transfer Act, 50 ILCS 605/1; and

**WHEREAS**, the Village further may lease real property owned by the Village for a term not exceeding 99 years pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1; and

**WHEREAS**, pursuant to the terms set forth herein, the Parties have determined to enter into this Lease to provide for the terms by which the Village leases to the Park District the Premises, all pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, the Local Government Property Transfer Act, the Illinois Municipal Code and the Village's home rule authority;

**NOW, THEREFORE**, pursuant to the authority set forth above and any and all other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between the Village and the Park District as follows:

**SECTION 1. RECITALS INCORPORATED**

- 1.1. The above recitals are incorporated herein by reference as though fully set forth.

**SECTION 2. TERM OF LEASE; RENT**

- 2.1. The Village hereby leases to the Park District the Premises, as legally described in Exhibit A, for \$1.00 for a period commencing on the Effective Date and expiring on December 31, 2107, (the "*Term*") unless this Lease is terminated earlier pursuant to Section 10 below.

**SECTION 3. FEE TITLE IN VILLAGE; RULES**

- 3.1. Fee simple title to the Premises shall be and remain in the Village and the Park District shall have only the rights of use of the Premises provided in this Lease.

- 3.2. The Park District shall comply in every respect with all rules, orders, regulations, ordinances, statutes, and laws of all governmental units having jurisdiction over the Premises and the Park District's use of the Premises and with all requirements of any insurance company insuring either the Village or the Park District, except that the Village may not enact, promulgate, demand, or otherwise impose on or against the Park District any rule, order, regulation, ordinance, or other action that is inconsistent with any provision, purpose, or intent of this Lease.

- 3.3. The Park District shall not vacate or abandon the Premises at any time during the Term unless this Lease is terminated earlier pursuant to Section 9 below.

- 3.4. The Park District shall not permit the Premises to be used at any time or in any manner for the storage of vehicles or equipment, or the storage, use, or disposal, whether temporary or permanent, of any highly flammable, hazardous or unsafe material as such terms are defined in any federal, state, or local rules, orders, regulations, ordinances, statutes, and laws relating in any way to the protection of the environment including, but not limited to, the

Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*, as amended, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, as amended, the Resource Conservation and Recovery Act, 49 U.S.C. § 6901 *et seq.*, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, as amended and the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as amended, and regulations promulgated thereto or in violation of said laws. The Park District shall comply with such reasonable rules and regulations related to the matters in this Section 3.4 as the Village may adopt from time to time for the usage of the Premises and which are otherwise applicable to properties leased by the Village and shall provide to the Village any and all material safety data sheets for any permitted substances that are stored or brought on the Premises. Copies of such rules and regulations shall be furnished by the Village to the Park District promptly upon their adoption by the Village from time to time.

3.5. If the Park District determines to rebuild or build infrastructure on the Premises provided in the Park District's current Barrie Center Master Plan as of the Effective Date, attached to and by this reference incorporated into this Lease as Exhibit B (the "*Master Plan*"), then the Park District shall submit the plan(s) for that work to the Village for review. The Village Manager will approve the plan(s) except that the Village Manager may require adjustment of any element of a plan(s) that the Village Manager reasonably determines may pose a threat to the Barrie Reservoir. Such threats may be environmental, structural or mechanical.

3.6. In the event this Lease is terminated pursuant to Section 9 hereof: (1) the Park District may remove any such alteration, change or addition if it wishes upon termination of this Lease, provided it restores the Premises to substantially the same condition as it was on the first day of the Lease, subject to damage by the elements and ordinary wear and tear; (2) in addition to those alterations, changes or additions removed pursuant to this Section, the Park District shall remove any other such alteration, change or addition upon termination of this Lease if so requested in writing by the Village Manager or the Village's Manager's designee; and (3) any alteration, change, or addition made in and to the Premises by the Park District and not so removed shall, upon termination of the Lease, belong to and become the property of Village without cost to Village.

#### **SECTION 4. UTILITY SERVICE AND OTHER COSTS**

4.1. The Park District shall pay for all water, gas, heat, light, power, telephone, data transmission, electronic and computer services and other utilities and services ("*Utilities*"), if any, supplied to the Premises that serve the Barrie Center. To the greatest extent possible, the Park District and the Village shall provide for all Utilities serving the Premises for Village purposes, including, without limitation, electricity, gas and water, to be metered separately from Utilities serving the Barrie Center. If any Utilities are separately metered in this fashion, the Park District shall directly pay for the use of all such services which are separately metered and shall pay for such utility services on or before any applicable due dates and the Park District shall pay any applicable required deposits.

4.2. The Park District shall provide its own telephone, facsimile, and copying equipment for the Premises as applicable.

4.3. The Park District shall be responsible for refuse removal for the Premises.

4.4. Any other services to be provided by the Village to the Park District other than those set forth herein shall be pursuant to a separate intergovernmental agreement, including, but not limited to, the purchase of fuel from the Village by the Park District for the Park District's fleet.

## **SECTION 5. TAXES AND ASSESSMENTS**

5.1. The Premises currently are exempt from general real estate taxes. If any real estate taxes are levied against the Premises during the term of this Lease, they shall be paid directly by Village unless the tax levy is directly related to an action or activity of the Park District in which case the Park District will pay that tax levy.

## **SECTION 6. ACCESS, MAINTENANCE, RESTORATION**

6.1. The Village and the Park District agree that the Premises shall be delivered "as is." All work not provided herein shall be performed by the Park District at the Park District's expense.

6.2. The Park District, at its sole cost and expense, shall provide such regular and customary maintenance to such portions of the Premises as is necessary to maintain the Premises in good order, repair and condition.

6.3. The Village shall have at all times the right to enter the Premises for purposes of inspection, maintenance, repair, replacement, or other work on the Barrie Reservoir (collectively "*Reservoir Work*"). Except in the event of an emergency, the Village will give the Park District notice by telephone or e-mail three business days in advance of any minor Reservoir Work that may temporarily and briefly disrupt regular Park District programs or operations. In the event of an emergency, the Village will give the Park District notice of the emergency as soon as practicable.

6.4. In the case of any Reservoir Work by the Village not governed by Section 6.3 that will disrupt regular Park District programs or operations (collectively "*Disruption*") within the Premises or that may involve any activity (such as excavating) that could impair, damage, or destroy Park District infrastructure or facilities (collectively "*Damage*") within the Premises, the Village shall provide the Park District written notice of the Reservoir Work no less than three months before the start of the Reservoir Work.

6.5. When the Village is undertaking Reservoir Work, the Village shall use its best efforts to minimize Disruption and Damage within the Premises. When it is known that certain Reservoir Work will require Damage, the Parties will collaborate regarding construction staging, timing, techniques and similar elements with the goal of minimizing the Damage, such as

protection or removal of facilities prior to commencement of the Reservoir Work. To the extent reasonably possible, the Park District will have the right to continue its programs and operations within the Premises during times of Reservoir Work.

6.6. As Reservoir Work is being undertaken or has been completed, the Parties will meet to determine the scope of each Party's restoration of the Premises affected by the Reservoir Work. The scopes will be determined based on efficiency, resources, expertise, and related factors. Restoration will be undertaken expeditiously, with the goal of restoring the Park District's operations and programs as quickly as possible.

6.7. The Village will replace topsoil that was removed or relocated for the Reservoir Work and, except as provided in the next sentence in this Section 6.7, the Park District will bear the cost of restoration of the Park District's infrastructure and facilities within the Premises. If, however, Damage is due to a mistake or negligence of a contractor, subcontractor, employee, or other agent of the Village, then the Village will cause the responsible party to bear the cost of restoration of that Damage, at no expense to the Park District.

6.8. The Park District will maintain the Premises in accordance with the Park District's generally applicable operations and maintenance standards. The Park District may improve its infrastructure and facilities consistent with the Master Plan attached as Exhibit B, subject to Section 3.5 above. The Park District may review and modify the Master Plan in accordance with the Park District's general review policy. The Village may comment on any modification of the Master Plan that the Village reasonably determines will pose a material threat to the integrity, operation, or safety of the Barrie Reservoir. If the Master Plan is modified, then the modified plan shall be attached to Exhibit B.

## **SECTION 7. LIABILITY, INDEMNIFICATION AND LIENS**

7.1. The Park District or the Village ("*Indemnifying Party*") shall each indemnify, hold harmless and defend the other Party, its officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or because of any act or omission, neglect, or misconduct of the Indemnifying Party, its officers, employees, agents, volunteers, contractors or subcontractors. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.2. The Park District or the Village ("*Contracting Party*") shall contractually require all contractors and subcontractors doing any work, in, on or about the Premises to indemnify, hold harmless and defend the other Party, its officers, employees, agents and volunteers from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, caused or occasioned by or in connection with or arising out of any acts or omissions of the Contracting Party's contractors or subcontractors. The Contracting Party shall require all such contractors and subcontractors to provide the other Party with commercial general liability insurance coverage no less broad and with no lower limits than that provided for in Section 8 of

this Lease naming the other Party, its officers, employees, agents and volunteers as additional insureds.

7.3. Nothing contained herein shall be construed as prohibiting the Village or the Park District, their officers, employees, agents and volunteers from defending, through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Park District or the Village shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits.

7.4. The Park District shall keep the Premises free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of the Park District conducted at the Premises. The Park District shall at all times promptly and fully pay and discharge all such liens or claims for liens and indemnify the Village against such liens and claims of liens, suits, or other proceedings relative to them. If the Park District desires in good faith to contest any such lien or related matter, then the Park District shall notify the Village in writing of the Park District's intention to do so and shall provide to the Village a surety bond or other indemnity in a form satisfactory to the Village against such lien or claim for lien and any cost, liability, or damage arising out of such contest.

7.5. No covenant or term contained in this Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, or of the Park District, in his or her individual capacity, and no official, employee, consultant or attorney of the Village or of the Park District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith. This Section shall not be construed to limit or waive any immunity available to the Village pursuant to applicable law.

7.6. The obligations set forth in this Section 7 shall survive the expiration or termination of this Lease.

## **SECTION 8. INSURANCE**

8.1. The Park District shall maintain the policies and coverage of insurance provided by the Park District Risk Management Agency ("PDRMA"), which is the Park District's risk management pool, including workers' compensation, general liability, and automobile liability coverage, during the entire term of this Lease and, from time to time at the request of the Village, furnish proof of such insurance to the Village.

8.2. The Village shall maintain its current policies and coverage of insurance or self-insurance, including workers' compensation, general liability, and automobile liability coverage, during the entire term of this Lease and, from time to time at the request of the Park District, furnish proof of such insurance to the Park District.

8.3. If either the Park District or the Village purchase insurance pursuant to this Section 8, such insurance shall be obtained and continuously maintained with responsible insurance companies selected by the Park District or the Village or their successors having at a minimum of a Best rating of "A" and a financial size category of Class M or better in Best's Insurance Guide that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village or the Park District as applicable at least 30 days before the cancellation or modification becomes effective. Not less than 15 days prior to the expiration of any policy, the Park District or the Village or their successors, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section 8. In lieu of separate policies, the Park District or the Village or their successors, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

8.4. Any contracts made by the Village or the Park District with any general contractor or independent contractor or any other person in connection with work to be conducted at the Premises shall contain language similar to that recited in this Section 8.

#### **SECTION 9. TERMINATION**

9.1. Except as provided herein, the Village and the Park District may mutually consent in writing to the termination of this Lease. In the event the Park District is dissolved for whatever reason, this Lease shall automatically terminate on the effective date of such dissolution.

#### **SECTION 10. ACCEPTANCE OF PREMISES BY PARK DISTRICT**

10.1. The taking of possession of the Premises by the Park District shall be conclusive evidence that the Premises are in good and satisfactory condition when possession of the same is taken, latent defects excepted.

#### **SECTION 11. WAIVER**

11.1. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the Village or by the Park District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease. All of the remedies conferred on either the Village or the Park District in this Lease and by law shall be deemed cumulative and not exclusive of the other.

#### **SECTION 12. AMENDMENT OR MODIFICATION**

12.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

### **SECTION 13. QUIET POSSESSION**

13.1 The Village shall warrant and defend the Park District in the enjoyment and peaceful possession of the premises during the term of this Lease.

### **SECTION 14. NOTICES**

14.1. 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, by personal service, or by facsimile or electronic transmission 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:

If to the Village:	Village Manager Village of Oak Park 123 Madison Street Oak Park, Illinois 60302 Email: <a href="mailto:villagemanager@oak-park.us">villagemanager@oak-park.us</a>
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If to the Park District:	Executive Director Park District of Oak Park 218 Madison Street Oak Park, Illinois 60302 Email: <a href="mailto:jan.arnold@pdop.org">jan.arnold@pdop.org</a>
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14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

14.3. Notice by electronic transmission shall be effective as of date and time electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic transmission notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

### **SECTION 15. IMPAIRMENT OF THE VILLAGE'S TITLE**

15.1. The Village warrants that it has title to the Premises in fee simple.

15.2. Nothing in this Lease and no action or inaction by the Village shall be deemed or construed to mean that the Village has granted to the Park District any right, power, or permission to do any act or make any agreement which may create any right, title, interest, lien, charge, or other encumbrance upon the estate of the Village in the Property or the Premises. Without limiting the generality of the foregoing, the Park District shall not permit any portion of the Property or the Premises to be used by any person or persons at any time during the term of this Lease in such a manner as might reasonably tend to impair the Village's



title or interest in the Property or the Premises or in such manner as might reasonably make possible a claim of adverse use, adverse possession, prescription, dedication, or similar claim with respect to the Property or the Premises. The Village may from time to time impose upon the Park District such rules and regulations governing the use or possession of the Premises as may be reasonably consistent with the Village's protection against any such possible claim.

#### **SECTION 16. EMINENT DOMAIN**

16.1. If the entire Premises is appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking. If a portion of the Premises is so appropriated or taken and the remainder of the space is not suited for its intended purposes, the Park District shall have the right to terminate this Lease as of the date of such taking by giving to the Village written notice of such termination within thirty (30) days after such taking. If there is such a partial taking and the Park District does not elect to terminate this Lease, then the Lease shall continue in full force and effect. If this Lease is terminated by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, the Village and the Park District shall be free to make claim against the condemning or taking authority for the amount of any damage done to each of them respectively.

#### **SECTION 17. ASSIGNMENT OR SUBLETTING**

17.1. The Park District shall not assign or transfer this Lease, or sublet the Premises or any portion of this Lease, the leasehold interest of the Park District, and any other interest of the Park District under this Lease or in the Premises, except with the prior consent of the Village's Board of Trustees by resolution or ordinance. This Lease shall not be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and shall, at the option of the Village, be an event of default under this Lease.

#### **SECTION 18. SURRENDER OF THE PREMISES**

18.1. At the expiration or termination of this Lease, the Park District shall surrender the Premises in the same condition as it existed on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for the Premises and all keys or combinations for all locks, safes and/or vaults left in the Premises by the Park District, if any, to the Village at the Village's Notice Address set forth in Section 14 above. No receipt of money by the Village from the Park District after the termination or expiration of this Lease, after the service of any notice of default, after the commencement of any suit seeking possession of the Premises, or after any final judgment of possession of the Premises shall renew, reinstate, continue, or extend the term of this Lease or affect any such notice, demand, or suit.

## **SECTION 19. SUBORDINATION**

19.1. The Village may from time to time during the term of this Lease encumber by mortgage or other security instrument the title to the Property or the Village's interest under this Lease. Upon request by the Village, the Park District shall execute such documents as are reasonably required in order to evidence the subordination of the interest of the Park District in the Premises to the lien of the mortgage or other security instrument on the title to the Property. However, the Park District shall not be required to so subordinate its interest unless the holder of the mortgage or other security instrument agrees in writing with the Park District that if the Park District fully complies with all of its obligations under this Lease, the Park District will be allowed to remain in undisturbed possession of the Premises during the Lease term.

## **SECTION 20. ESTOPPEL CERTIFICATES**

20.1. The Village and the Park District shall upon the request of the other Party and at the reasonable cost and expense to the Party requesting the same, execute, acknowledge, and deliver to the other Party a certificate evidencing the following: (a) whether this Lease is in full force and effect; (b) whether this Lease has been modified or amended in any respect and identifying all such modifications or amendments; and (c) whether there are any existing defaults under this Lease to the knowledge of the Party executing the certificate and specifying the nature of such defaults.

## **SECTION 21. FAILURE TO PERFORM; DEFAULT**

21.1. Subject to the next sentence of this Subsection, if either the Village or the Park District fails to do any of the obligations or actions required of them by this Lease and such failure continues for a period of 10 days or more after written notice pursuant to Section 14 from the other Party specifying the nature of anything required to be done, the other Party may, but shall not be required to, do or perform or cause to be done or performed such obligation or action required of the defaulting Party. The 10-day period will extend automatically if the failure cannot reasonably be cured within 10 days and the Party is diligently and continuously undertaking to cure the failure. The Village Manager and the Park District Executive Director shall meet and confer to resolve the matter prior to formal notice being provided pursuant to this Section.

21.2. The Party performing such obligation or action pursuant to Section 21.1 above shall not be in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the defaulting Party from such performance by the other Party on behalf of the defaulting Party. The defaulting Party shall repay to the other Party on demand the entire reasonable expense, including reasonable compensation to the agents and employees of the other Party, incurred by the other Party in performing such thing. If payment is not made within 10 days of such demand, the amount due to the other Party shall bear interest from the date of the demand until repaid at the rate of 10% per annum. Any act or thing done by the other Party pursuant to the provisions of this paragraph shall not be construed as a waiver of any default by the

defaulting Party or as a waiver of any other right or remedy of the other Party under this Lease or otherwise.

21.3. Subject to the next sentence of this Subsection, if the Park District is in material breach of this Lease and such default is not cured within 30 days after notice of such default is given by the Village to the Park District, the Village may cancel and terminate this Lease and immediately reenter and take possession of the Premises without the requirement of any previous notice of intention to reenter, and to remove all persons and their property therefrom using such force and assistance in effecting and perfecting such removal as the Village may deem reasonably necessary to recover full and exclusive possession of the Premises. The 30-day period will extend automatically if the failure cannot reasonably be cured within 30 days and the Park District is diligently and continuously undertaking to cure the failure. The Village may also take any other action as authorized by this Lease or by law. Prior to the Village providing notice of default and taking possession of the Premises or instituting any litigation pursuant to this Lease, the Village shall provide written notice of the potential default to the Park District and the Village Manager and the Park District Executive Director shall meet and confer to resolve the default.

21.4. If the Village reenters and takes possession of the Premises, the Village may, from time to time, bring such actions or proceedings to enforce any other covenant or condition contained in this Lease as it may deem advisable without being obligated to wait until the end of the term of this Lease or for a final determination of the Park District's account. The commencement or maintenance of one or more actions shall not bar the Village from bringing other or subsequent actions for further accruals or defaults under and pursuant to the provisions of this Lease.

21.5. Subject to the next sentence of this Subsection, if the Village is in material breach of this Lease and such default is not cured within 30 days after notice of such default is given by the Park District to the Village, the Village shall be in default. The 30-day period will extend automatically if the failure cannot reasonably be cured within 30 days and the Village is diligently and continuously undertaking to cure the failure. Prior to the Park District providing notice of default or instituting any litigation pursuant to this Lease, the Park District shall provide written notice of the potential default to the Village and the Village Manager and the Park District Executive Director shall meet and confer to resolve the default. Upon the occurrence of a default by the Village, the Park District may either (a) cancel and terminate this Lease by written notice to the Village and the Village will be liable to the Park District for the amount of reasonable rent that the Park District actually paid or would have paid to lease a new facility for the remainder of the Lease Term or (b) perform or cause to be performed, at the Village's expense, the actions necessary to cure the default in such a manner necessary to enable the Park District to use the Premises as provided and intended under this Lease for the Park District's programs and activities, unless the Park District is in default under this Lease. The Park District may also take any other action as authorized by this Lease or by law.

**SECTION 22. GOVERNING LAW**

22.1. The laws of the State of Illinois shall apply to the interpretation of this Lease.

**SECTION 23. ENTIRE AGREEMENT**

23.1. This Lease constitutes the entire agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

23.2. Any and all prior agreements between the Parties concerning the Premises are superseded and replaced by this Agreement and such prior agreements shall be unenforceable and no longer in effect.

23.3. This Lease may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Village and the Park District.

**SECTION 24. VENUE**

24.1. Venue for any action taken by either the Village or the Park District, whether in law or in equity, to enforce the terms of this Lease shall be in the Circuit Court of Cook County, Illinois.

**SECTION 25. SEVERABILITY**

25.1. If any of the provisions of this Lease shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Lease.

**SECTION 26. SECTION HEADINGS**

26.1. The section headings provided in this Lease are for convenience only and shall not be deemed a part of this Lease.

**SECTION 27. BINDING AUTHORITY**

27.1. The individuals executing this Lease on behalf of the Village and the Park District represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Lease.

**SECTION 28. REPRESENTATIONS AND WARRANTIES**

28.1. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Lease that:

28.1.1. The Village is a municipal corporation duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Lease; and

28.1.2. The execution, delivery and the performance of this Lease and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Lease: (i) have been duly authorized by all necessary action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Lease; (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and (iv) that the Village is the title holder of the Premises; and

28.1.3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Public Works Center property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Lease.

28.2. The Park District represents, warrants and agrees as the basis for the undertakings on its part contained in this Lease that:

28.2.1. The Park District is a park district duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Lease; and

28.2.2. The execution, delivery and the performance of this Lease and the consummation by the Park District of the transactions provided for herein and the compliance with the provisions of this Lease: (i) have been duly authorized by all necessary action on the part of the Park District; (ii) require no other consents, approvals or authorizations on the part of the Park District in connection with the Park District's execution and delivery of this Lease; and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Park District is subject; and

28.2.3. To the best of the Park District's knowledge, there are no proceedings pending or threatened against or affecting the Park District or the Park District Facility property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Park District to perform its obligations under this Lease.

### **SECTION 30. THIRD PARTIES**

30.1. Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any other person or entity other than the Village and the Park District, nor is anything in this Lease intended to relieve or discharge the obligation or liability of any third persons to either the Village or Park District, nor shall any

provision give any third parties any rights or subrogation or action over or against either the Village or the Park District. This Lease is not intended to and does not create any third-Party beneficiary rights whatsoever.

**SECTION 31. PARK DISTRICT EMPLOYEES**

31.1. The Park District's employees shall not be deemed to be employees of the Village nor shall the Park District's employees be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the Village. The Park District shall solely be responsible for the payment of any salary, wages or employee benefits for its employees.

31.2. Any injury incurred by a Park District employee for which that employee would be entitled to benefits pursuant to the Workers' Compensation Act, 820 ILCS 305/1 *et seq.*, shall be the obligation of the Park District and the employee shall, at all times, be considered, for workers' compensation purposes, to be an employee of the Park District.

**IN WITNESS WHEREOF**, the Parties hereto have each caused this Lease to be executed by proper officers duly authorized to execute the same as of the Effective Date.

**VILLAGE OF OAK PARK**

**PARK DISTRICT OF OAK PARK**

\_\_\_\_\_  
Cara Pavlicek, Village Manager

\_\_\_\_\_  
Victor Guarino, Board President

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Vicki Scaman, Village Clerk

\_\_\_\_\_  
Kassie Porreca, Board Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOTS 1 THROUGH 7 AND LOTS 43 THROUGH 48 IN BLOCK 1 OF GREENDALE SUBDIVISION OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

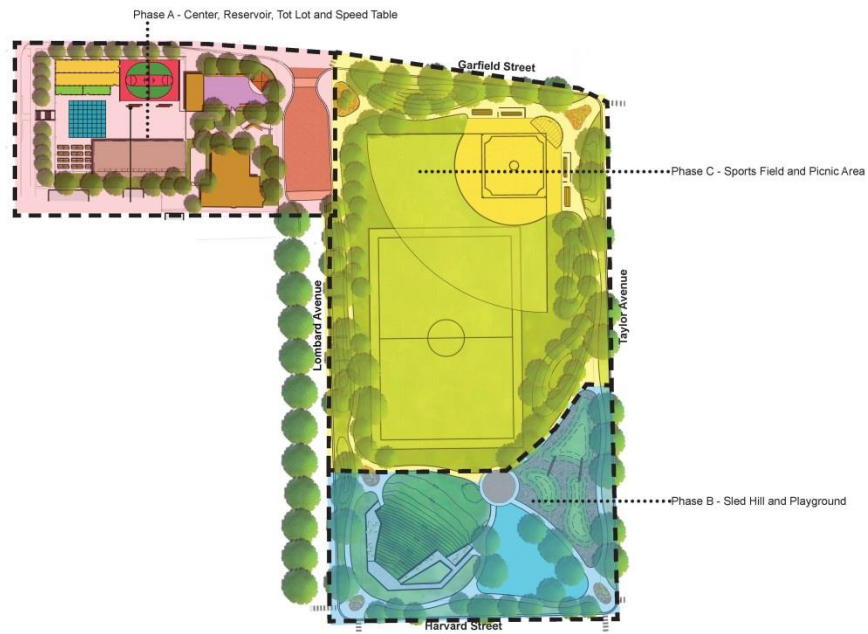
THE 16 FOOT VACATED ALLEY LYING WEST OF LOTS 1 THROUGH 6 AND LYING EAST OF LOTS 43 THROUGH 48 IN BLOCK 1 OF GREENDALE SUBDIVISION, AFORESAID.

**EXHIBIT B**

**BARRIE CENTER MASTER PLAN**

**[see following pages]**





# **Barrie Park - Phasing Plan** Park District of Oak Park

06.16.2015



## Barrie Park

Park District of Oak Park, Illinois

Final Concept 4A (Grass Field) - Opinion of Probable Construction Cost

15-Jun-15



### Phase A

#### I - Center, Reservoir & Tot Lot

#### II - Speed Table

#### I - Center, Reservoir & Tot Lot

Item	Unit	Qty	Price/Unit	Total
<b>A Demolition</b>				
1 Project Identification Sign/Mobilization	LS	1	\$10,000	\$10,000
2 Remove concrete pavement and base	SF	3,800	\$5	\$19,000
3 Remove light fixture	EA	11	\$500	\$5,500
4 Remove and dispose of existing fence and footings	LF	120	\$20	\$2,400
5 Remove 2 eastside concrete staircases	EA	1	\$10,000	\$10,000
6 Remove existing surface on reservoir (hydroscanification)	SY	1,911	\$40	\$76,440
7 Remove trees	EA	18	\$400	\$7,200
8 Remove playground equipment & surfacing	LS	1	\$10,000	\$10,000
9 Removal fence from middle of reservoir	LS	1	\$2,000	\$2,000
<b>Subtotal</b>				<b>\$142,540</b>
<b>B EROSION CONTROL</b>				
10 Furnish and install Silt Fence	LF	800	\$4	\$3,200
11 Furnish and install Inlet protection	EA	5	\$210	\$1,050
12 Furnish and install Construction fence	LF	800	\$7	\$5,600
<b>Subtotal</b>				<b>\$9,850</b>
<b>C EARTHWORK</b>				
13 Rough grading	LS	1	\$10,000.0	\$10,000
14 Final grading	LS	1	\$10,000.0	\$10,000
15 Excavate, haul, and dispose of soil	LS	1	\$10,000	\$10,000
<b>Subtotal</b>				<b>\$30,000</b>
<b>D Paving</b>				
16 PCC Sidewalk (5" includes CA-6 Base)	SF	2,240	\$8	\$17,920
17 Waterproofing @reservoir	SY	1,911	\$17	\$32,774
18 Polymer modified concrete reservoir surfacing	SF	17,200	\$6	\$103,200
19 Plexipave surfacing for reservoir	SF	17,200	\$1	\$17,200
<b>Subtotal</b>				<b>\$171,094</b>
<b>E Utilities</b>				
20 New 1" K-copper water service from building	EA	1	\$5,000	\$5,000
21 Drinking fountain w/ RPZ	EA	1	\$10,000	\$10,000
22 Connect to existing sewer in public ROW	EA	1	\$15,000	\$15,000
23 Catch Basin	EA	5	\$4,000	\$20,000
24 Manhole	EA	2	\$3,500	\$7,000
25 8" PVC SDR-26 - Storm	LF	500	\$30	\$15,000
26 Light Poles	EA	6	\$8,000	\$48,000
27 Electric Services	EA	1	\$10,000	\$10,000
<b>Subtotal</b>				<b>\$130,000</b>
<b>F 2-5 YR Playground</b>				
28 Rubber Surfacing/Tiles	SF	2,150	\$16	\$34,400
29 Stone Base	CY	100	\$40	\$4,000
30 Mud slab	SF	2,150	\$6	\$12,900
31 Flush Curb	LF	371	\$24	\$8,904
32 Play Equipment	EA	1	\$100,000	\$100,000
<b>Subtotal</b>				<b>\$160,204</b>
<b>G Site Elements</b>				
33 4' Ht. Ornamental Fence @Playground	LF	740	\$150	\$111,000
34 4' Ht. Ornamental Fence Gate@Playground	EA	1	\$1,200	\$1,200
35 Concrete Brick Retaining Wall @Playground	LF	50	\$500	\$25,000
36 Pavilion @Playground	EA	1	\$30,000	\$30,000
37 Concrete Ramp @Playground Entrance	LS	1	\$15,000	\$15,000
38 Handrail for stairs & ramp	LF	90	\$200	\$18,000
39 Shade Structure	LS	1	\$90,000	\$90,000
40 Foundations for shade structure	LS	1	\$75,000	\$75,000
41 6' Ht. chain Link Fence between basketball court and batting cage	LF	50	\$60	\$3,000
42 6' Ht. chain Link Fence Single Gate	EA	2	\$800	\$1,600
Repair Existing Westside Stair Case	LS	1	\$10,000	\$10,000
<b>Subtotal</b>				<b>\$379,800</b>
<b>H Site Furnishings</b>				
43 8' Benches w/ Concrete Pad@Playground	EA	12	\$2,000	\$24,000
44 6' Benches @Playground	EA	4	\$1,800	\$7,200
45 Curved Bench@Playground Plaza	EA	1	\$3,000	\$3,000
46 Trash Receptacles	EA	6	\$800	\$4,800
47 Bike Racks	EA	6	\$800	\$4,800
48 Basketball Hoop @Reservoir	EA	2	\$2,000	\$4,000
49 Soccer Kick Wall @Basketball Court (45'x12')	SF	540	\$20	\$10,800
50 Sidewalk Paint (Checker Board) @Reservoir	SF	160	\$10	\$1,600
51 Batting Cage	EA	2	\$4,800	\$9,600

52	Golf Practice Cage	EA	2	\$1,000	\$2,000
53	Long Bench	EA	2	\$6,000	\$12,000
	<b>Subtotal</b>				<b>\$83,800</b>

#### I Center & Garage

54	Center repair	LS	1	\$25,000	\$25,000
55	New garage for parking and storage	LS	1	\$25,000	\$25,000
	<b>Subtotal</b>				<b>\$50,000</b>

#### J Plantings

56	New Shade Trees	EA	12	\$900	\$10,800
57	New Ornamental Trees	EA	4	\$500	\$2,000
58	New Shrub/Perennial beds	SF	400	\$18	\$7,200
59	Sod	LS	1	\$500	\$500
	<b>Subtotal</b>				<b>\$20,500</b>

<b>Subtotal of Reservoir &amp; Tot Lot</b>	<b>\$1,177,788</b>
<b>20% Contingency</b>	<b>\$235,558</b>
<b>Reservoir &amp; Tot Lot Total Cost Summary</b>	<b>\$1,413,345</b>

### II - Speed Table

Item	Unit	Qty	Price/Unit	Total
<b>A DEMOLITION</b>				
1 Remove street pavement and base	SF	6,570	\$6	\$36,135
2 Remove concrete walk and base	SF	2,800	\$5	\$14,000
3 Remove existing signs	LS	1	\$1,000	\$1,000
4 Remove concrete curb and gutter	LF	400	\$20	\$8,000
5 Adjust rim of structure	EA	12	\$600	\$7,200
<b>Subtotal</b>				<b>\$66,335</b>

#### B SITE IMPROVEMENTS

6 New crosswalk markings	SF	700	\$4	\$2,800
7 Street Signage	LS	1	\$2,000	\$2,000
8 24" x 24" ADA tiles	EA	18	\$500	\$9,000
<b>Subtotal</b>				<b>\$13,800</b>

#### C FLATWORK

9 Brick Paver & conc base	SF	5,800	\$28	\$162,400
10 ADA ramp	EA	4	\$3,000	\$12,000
11 New concrete walk and base	SF	2,800	\$8	\$21,000
12 New concrete curb and gutter in ROW	LF	420	\$21	\$8,820
<b>Subtotal</b>				<b>\$204,220</b>

#### D UTILITIES

13 Catch Basin	EA	4	\$4,000	\$16,000
14 8" PVC SDR-26 - Storm	LF	200	\$30	\$6,000
15 8" Ductile iron	LF	200	\$60	\$12,000
<b>Subtotal</b>				<b>\$34,000</b>

#### E EARTHWORK

16 Rough grading	LS	1	\$5,000	\$5,000
17 Final grading	LS	1	\$5,000	\$5,000
<b>Subtotal</b>				<b>\$10,000</b>

#### F EROSION CONTROL

18 Furnish and install Inlet protection	EA	8	\$210	\$1,680
19 Furnish and install Construction fence/traffic control	LF	400	\$45	\$18,000
<b>Subtotal</b>				<b>\$19,680</b>

<b>Subtotal of Speedy Table</b>	<b>\$348,035</b>
<b>20% Contingency</b>	<b>\$69,607</b>
<b>Speed Table Total Cost Summary</b>	<b>\$417,642</b>

<b>Subtotal of Phase A - Center, Reservoir, Tot Lot &amp; Speed Table</b>	<b>\$1,525,823</b>
<b>20% Contingency</b>	<b>\$305,165</b>
<b>Phase A - Center, Reservoir, Tot Lot &amp; Speed Table Total Cost Summary</b>	<b>\$1,830,987</b>