

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the Arlington Heights Park District, a municipal corporation of the Counties of Cook and Lake, State of Illinois ("Park District");

WHEREAS, Section 10 of Article 7 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 741 et seq. of Chapter 127 of the Illinois Revised Statutes, 1989, entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government of this State may be exercised and enjoyed jointly with any other unit of local government,

WHEREAS, the boundaries of the Village and the Park District are nearly coterminous and the two municipalities attempt to keep them coterminous; and

WHEREAS, the Park District provides recreation facilities and programs for residents of the Village; and

WHEREAS, the Parties have, in the past, undertaken numerous cooperative programs in reserving and obtaining open space land for recreation purposes at minimal or no cost and through the interchange of services and equipment to the benefit of the residents and taxpayers of the two municipalities; and

WHEREAS, the Village is the owner of approximately 56 acres of real estate in the Village of Arlington Heights, Cook County, Illinois, legally described in Exhibit A attached hereto ("Nickol Knoll"); and

WHEREAS, on August 3, 1992, the Village and the Park District entered into an Intergovernmental Agreement governing the development of Nickol Knoll in order to permit the Park District to use the portion of the Nickol Knoll described on Exhibit B for park and recreational purposes, programs and facilities; and

WHEREAS, that Agreement has been amended twice, on June 27, 1993 and May 16, 1994; and

WHEREAS, the Village and Park District desire to put all of the responsibilities related to Nickol Knoll into one Agreement,

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

SECTION 1: In the mid-1990's, pursuant to the terms of the Agreement and

amendments, the Park District built a golf course at Nickol Knoll and has been operating it as such since. In addition to the golf course and club house, there is also a Park District Maintenance Building and Village Police Annex on the property. This Agreement sets forth the ongoing responsibilities of the Village and the Park District with regard to Nickol Knoll that were originally set out in the earlier Agreement and amendments.

VILLAGE OBLIGATIONS

1. The Village grants the Park District a Perpetual Exclusive Easement for the portion of Nickol Knoll described on Exhibit B for park and recreational purposes, programs, and facilities.
2. The Village agrees to maintain Nickol Knoll in a manner reasonably designed to prevent the release of any pollutant, irritant or contaminant into the environment, (including, without limitation, subsurface soil and groundwater) in amounts or concentrations in excess of those levels permitted by the Environmental Protection Agency or other agency with jurisdiction over the subject matter.
3. The Village maintains the unrestricted right to use all property on Exhibit A which is not included in Exhibit B.
4. The Village shall be responsible for the maintenance of the maintenance roadway and the Park District shall be responsible for the maintenance of all other roadways on the site.
5. The Village agrees to permit the Park District to utilize certain portions of the designated municipal area for a bike path, for ingress and egress to the maintenance facility, for the maintenance facility and for its parking lot as shown on the approved engineering plans, prepared by CE Design, dated February 25, 1994, and as subsequently revised and approved by the Village. The Park District agrees to be responsible for maintaining all of the improvements the Park District builds south of the maintenance roadway in the designated municipal area, except the Village shall maintain the storm sewer along the perimeter at the southwest corner of the site. It is understood between the parties that the Village may need to occasionally close that portion of the bike path located in the designated municipal area for the Police Annex or other Village operational needs. The Village shall notify the Park District in advance of any such closure and the Village shall provide barricades at both access points to the designated municipal area to ensure closure of that portion of the bike path.

PARK DISTRICT OBLIGATIONS

1. The Park District agrees to maintain that portion of Nickol Knoll as described in Exhibit B for park and recreational purposes, programs and facilities, except that the Park District shall have no responsibility for maintenance of the underlying landfill or any damages arising out of the construction of recreational facilities on Nickol Knoll, unless such damages are caused by the negligent act or omission of the Park District, any contractor or subcontractor of the Park District or anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible. Since the improvements will be constructed on a landfill, the Village shall not be responsible for any naturally occurring settling of the Site caused by the deposit of fill material.

2. The Park District agrees to preserve the easements and rights granted by the Village to various utilities including, but not limited to, the Northwest Water Commission, Illinois Bell Telephone, Commonwealth Edison and Northern Illinois Gas.
3. The Park District agrees to allow the Village and their assigns the right of reasonable ingress and egress to Nickol Knoll for purposes of maintenance of all Village-owned facilities, including the maintenance shed currently located on the property, as long as the Village returns the site to the condition prior to the maintenance activity, which maintenance shall, except in an emergency, be scheduled by mutual agreement of the Village and Park District so as to minimize any loss of income resulting from interruption of the recreational programs and facilities.
4. The Park District agrees to comply with all applicable Village regulations, including the Zoning Ordinance and all requirements for public hearings and plan review.
5. The Park District shall be entitled to retain all income generated by the recreational programs and facilities.
6. The Park District shall be responsible for proper drainage of the golf course and the park developed on the landfill site and the Village shall be responsible for the cost of design and construction of a perimeter storm sewer and swale system along the Kennicott and Nichols frontages, except for the drainage of any bike paths or other improvements by the Park District below the top of the slope, which is the responsibility of the Park District.
7. The Park District shall provide storm water detention for any proposed impervious improvements and make all reasonable efforts to ensure that maximum feasible storm water detention is provided on the site; provided that it does not compromise the design qualities of the master development plan.
8. Construction of any structures on the site by the Park District requires public hearings by the Village. Surface improvements to the site, e.g. bike paths, athletic fields and a golf course, do not require a public hearing by the Village but do require review by the Village administrative staff.

MUTUAL OBLIGATIONS

1. The maintenance facility shall be owned by the Park District; however, the Village has the right to use the Police Annex for the life of the Intergovernmental Agreement and all amendments. The Park District agrees to provide water, sanitary sewer, storm drainage and parking facilities for the Police Annex of the maintenance facility. The Village will pay for its own utility (gas, electric, water)

usage. The Park District further agrees to provide all exterior maintenance for the maintenance facility, including the Police Annex, except that the Village shall be responsible for the two overhead doors on the Police Annex. The Park District further agrees to provide all interior maintenance for the entire maintenance facility, except that the Village shall be responsible for the interior cleaning and painting of the Police Annex.

2. In the event the site experiences abnormal erosion problems due to slope instability or failure, excessive slope steepness, excessive runoff volumes and/or velocities, the Village and the Park District shall share equally in the cost of mitigation, repair and remediation. The corrective measures shall be subject to mutual consent by both parties.
3. To the extent that comprehensive general liability insurance is reasonably available during the terms of this Agreement, the parties shall obtain and maintain comprehensive public general liability insurance in such amounts and upon such terms and conditions as are mutually satisfactory to them, insuring the Village and Park District, their respective Board members, representatives and employees against any public liability arising out of this Agreement. Any such insurance shall provide a 30 day notice of cancellation to the other party and shall be from a carrier rated at least "A" by A.M. Best. Neither party shall be required to purchase comprehensive public liability insurance to insure the obligations arising out of this Agreement during any period for which such party has addressed its general public liability through a self-insurance program. However, nothing in this paragraph shall affect the parties' obligations as set forth in other paragraphs of this Agreement.
4. The Village agrees to indemnify and hold harmless the Park District, its agents, employees, officers, commissioners, consultants, contractors and subcontractors, from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the environmental status of Nickol Knoll, except to the extent directly caused by the Park District's deviation from plans and specifications approved by the Village for development of the site or directly arising out of the Park District's use of the Nickol Knoll for purposes not contemplated by this Agreement or any negligent act or omission of the Park District, its agents, employees, officers, commissioners, consultants, contractors and subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. The Park District agrees to indemnify and hold harmless the Village, its agents, employees, officers, trustees, consultants, contractors and subcontractors, from and against all claims, damages, losses and expenses including attorneys' fees and costs arising out of the construction and operation of the site for any recreational activities, provided that any such claim, damage, loss or expense is not caused in whole or in part by the environmental status of the property except to the extent directly caused by the Park District's deviation from plans and specifications approved by the Village for development of the site or directly arising out of the Park District's use of Nickol Knoll for purposes not

contemplated by this Agreement or by any act or omission of the Village, its agents, employees, officers, trustees, consultants, contractors and subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

GENERAL PROVISIONS

1. All notices hereunder shall be in writing and must be served either personally or certified mail or similar service with proof of service to:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

Executive Director
Arlington Heights Park District
410 North Arlington Heights Road
Arlington Heights, IL 60004

and any other person or place which either party, by its prior written notice to the other party, shall designate for notice.

2. This Agreement shall be binding upon and inure to the benefit of any successor governmental entity which may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by either party herein without the prior written consent of the other party to this Agreement.
3. The Park District shall have the right to terminate this Agreement by written notice if it determines that development and/or continued use of Nickol Knoll for parks and recreational purposes is not appropriate, practical, or economically feasible. Upon receipt of notice of termination, the Village shall have the right to request that the Park District return the property to the Village in the same condition it was given, without improvements added by the Park District. The Park District shall have a reasonable amount of time to restore the property to such condition.
4. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or modified by the court.
5. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as otherwise provided herein.
6. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
7. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

8. This Agreement shall take effect immediately upon its execution by both parties. At the time that this Agreement becomes effective, the previous Agreement and amendments shall be considered terminated.
9. If either party wishes to amend the Agreement, the party shall give written notice to the other party. The Agreement may only be amended by unanimous consent of all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this _____ day of _____, 2017.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS PARK DISTRICT

Village President

President

ATTEST:

ATTEST:

Village Clerk

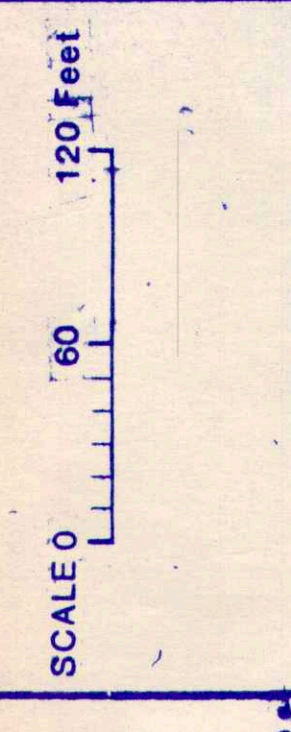
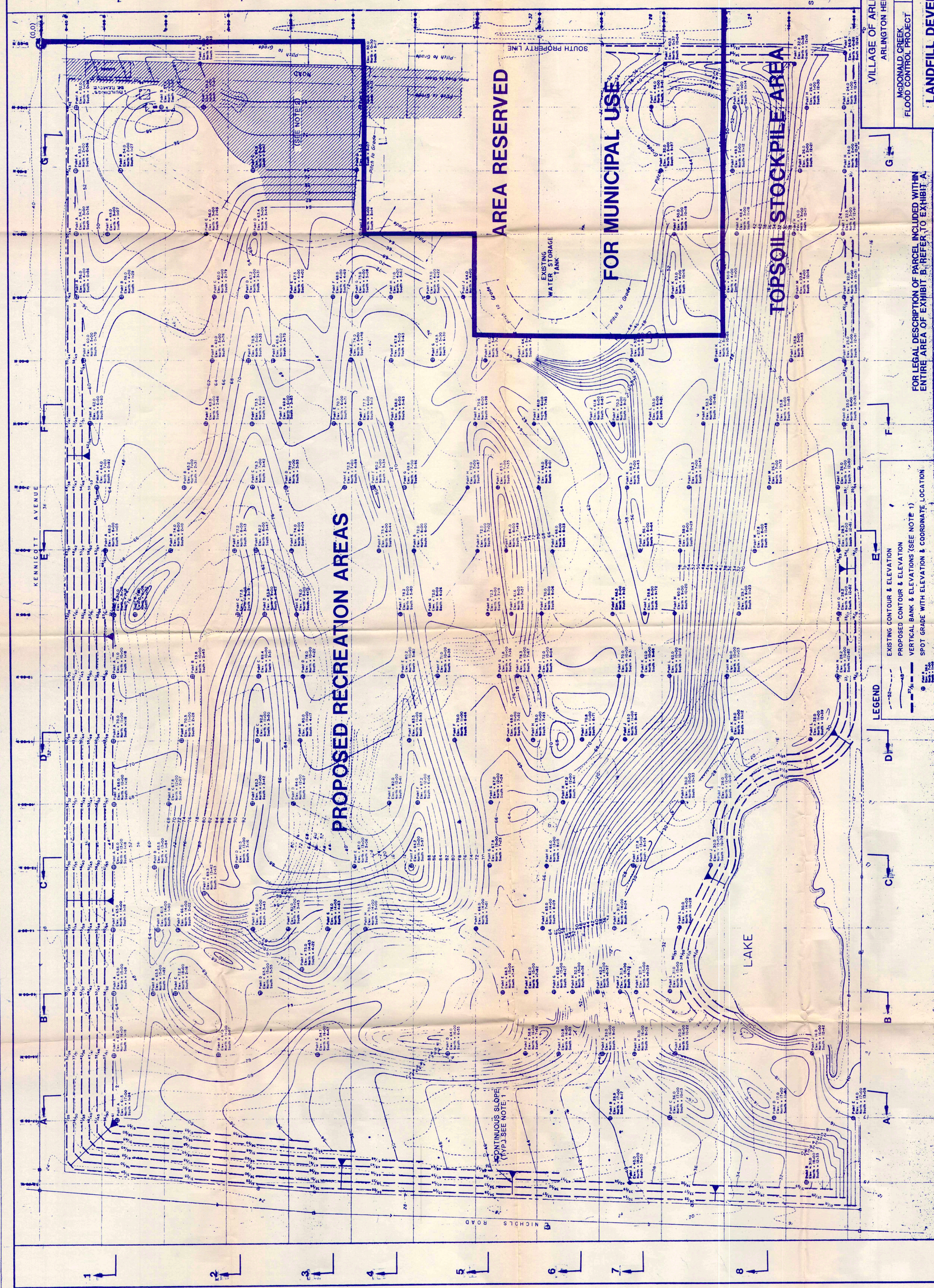
Secretary

EXHIBIT A

The Northeast quarter of the Southwest quarter and all of that part of the Southeast quarter of the Northwest quarter lying south of Nichols Road, except for the east 40 feet (Kennicott right-of-way, document number 90219351), of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, all in Cook County, Illinois.

3800 N. Kennicott Ave., Arlington Heights, IL 60004

PIN: 03-06-301-001-0000
03-06-103-003-0000



VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS
 McDONALD CREEK FLOOD CONTROL PROJECT
 DETENTION BASIN
LANDFILL DEVELOPMENT PLAN (DISPOSAL AREA)

HESHARZA
 ENVIRONMENTAL SERVICES, INC.
 PROJECT MANAGER
 CHICAGO, ILLINOIS
 DATE MAY 1988
 DRAWING NO. 1813-2-18

FOR LEGAL DESCRIPTION OF PARCEL INCLUDED WITHIN ENTIRE AREA OF EXHIBIT B, REFER TO EXHIBIT A.

EXHIBIT B

REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	MATURE OF REVISION	BY	CHKD. APPD.
		6/7/88	ISSUED FOR BID		

- LEGEND**
- EXISTING CONTOUR & ELEVATION
 - - - - PROPOSED CONTOUR & ELEVATION
 - VERTICAL BANK & ELEVATIONS (SEE NOTE 1)
 - SPOT GRADE WITH ELEVATION & COORDINATE LOCATION

- NOTES**
1. PROVIDE CONTINUOUS SLOPE FROM THE TOP ELEVATION OF THE HIGHEST VERTICAL BANK TO THE BOTTOM ELEVATION OF THE LOWEST BANK.
 2. APPROXIMATE LIMITS OF AREA TO BE COMPACTED IN 9 INCH LIFTS TO 90 % OF MODIFIED PROCTOR DENSITY.
 3. AFTER FINAL LANDFORM GRADING, ALL SLOPES 2.5:1 OR STEEPER SHALL BE PROVIDED WITH TOP SOIL AND SEEDING.
 4. CROSS SECTIONS 1-1 TO 9-9 AND 10-10 TO G-G ARE SHOWN ON DRAWING 1826-2-17 AND 1826-2-18 RESPECTIVELY.
 5. LANDFILL DEVELOPMENT PLAN TAKEN FROM THE ARLINGTON HILLS GOLF COURSE DATED 1987, PREPARED BY THE DAVID GILL CORPORATION, GOLF COURSE ARCHITECTS AND ENGINEERS.

APPROVED	DESIGN	REVIEWED
	FHM	
	MJR	
	DWN	
	MECH	
	ELECT.	