

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN HOMER TOWNSHIP AND THE VILLAGE OF HOMER GLEN**

This INTERGOVERNMENTAL AGREEMENT BETWEEN HOMER TOWNSHIP AND THE VILLAGE OF HOMER GLEN (the “Agreement”) is entered into this 13 day of October 2021 (the “Effective Date”) between Homer Township (the “Township”), 14350 W. 151st Street, Homer Glen, Illinois, an Illinois Township, and the Village of Homer Glen (the “Village”), an Illinois home rule municipal corporation, and is solely for the mutual benefit of all Parties and the citizens and residents of the Township and the Village, and to provide recreation opportunities that enhance the well-being of such residents and citizens. Individually the Village and Township are sometimes referred to herein as a “Party” and collectively to as the “Parties.”

RECITALS

WHEREAS the Township is a unit of local government within Will County organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

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

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to “exercise any power and perform any function pertaining to its government and affairs;” and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a

unit of local government, such as the Village and the Township, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, Section 85-10 of the Township Code (60 ILCS 1/85-10(d)) and Section 85-13 of the Township Code (60 ILCS 1/85-13(a)) authorize the Township to enter into contracts or agreements necessary to exercise the Township's powers, including for the purpose of providing recreation, and Section 120-5 of the Township Code (60 ILCS 1/120-5) authorizes township boards to maintain public parks; and

WHEREAS, pursuant to Section 85-10 of the Township Code (60 ILCS 1/85-10), the Township may acquire and hold property, both real and personal, for the use of its inhabitants and may sell and convey that property; and

WHEREAS, pursuant to Section 30-50 of the Township Code (60 ILCS 1/30-50), the electors of the Township may make all orders for the purchase, sale, conveyance, regulation, or use of the Township's corporate property that may be deemed conducive to the interest of its inhabitants and, further, may delegate to the Township Board the power to purchase, sell, or lease property for a period of up to twelve months; and

WHEREAS, Section 11-98-1 of the Illinois Municipal Code (65 ILCS 5/11-98-1) authorizes municipalities to purchase, establish, and maintain public parks for the use and benefit of the inhabitants of the municipality; and

WHEREAS, the Township is the owner of certain property legally described in **Exhibit A** to this Agreement, which is designated Property Index Numbers 16-05-10-211-003, 16-05-12-209-005, 16-05-13-408-032, 16-05-10-412-011, 16-05-10-300-014¹, and 16-05-01-200-027 under the Will County Real Estate Parcel System, which are located within the Village's corporate

¹ Limited to the area described herein as "Ball Fields Park".

boundaries, and that are commonly known as Culver Park located at 14600 S. Parker Road, Goreham Park located at 14431 S Pheasant Lane, Lamers Park located at 12307 W. Lakeview Trail, Sendra Park located at 14727 S. Greenbrier Lane, Yangas Park located at 12001 W. Venetian Way, and the Ball Fields Park located at 14350 W. 151st Street (collectively referred to as “the Parks”); and

WHEREAS, the Township’s Parks within the corporate borders of the Village were granted to the Township prior to the incorporation date of the Village; and

WHEREAS, the Township desires to convey said Parks to the Village so that the Village may make improvements to the Parks and to operate, maintain, and manage the Parks for the use, benefit, and enjoyment of the residents of the Village, and the Village desires to undertake such improvements, operations, maintenance, and management.

NOW THEREFORE in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy, and receipt of which are hereby acknowledged:

IT IS HEREBY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The Parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.
2. Effective Date. The conveyances and obligations described herein shall be effectuated and shall take effect on May 1, 2022 (the “Commencement Date”). However, this Agreement shall be binding and enforceable on the Effective Date, upon the parties immediately upon approval and execution in the manner provided by law. This Agreement is further contingent upon the Township receiving the requisite approval for the relevant conveyances from the electors at a duly noticed and called special or annual town meeting. If, prior to the Commencement Date,

the electors do not approve said conveyances or if the electors do not authorize the Township Board to make said conveyances, this Agreement shall be null and void, without constituting a Default.

3. Undertaking of Obligations. On the Commencement Date, the Township shall convey the real property portion of the Parks as described in **Exhibit A** to the Village pursuant to any lawful method. The Parties shall comply with all legal requirements and preconditions to transfer the Parks with the following terms of conveyance:

- a. Purchase Price: Ten and No/100 Dollars (\$10.00);
- b. Warranties: As-is, where-is, with no warranties or representations of any kind, including environmental;
- c. Deed: Special warranty deed; and
- d. Any survey, title, or closing costs: Paid by the Township

Upon said conveyance, the Village shall own and take over all responsibility for the maintenance, management, and operations of the Parks. Upon conveyance, the Village may make improvements upon and in the Parks and to thereafter maintain both said improvements and the property in the Parks that otherwise would be the former obligation and duty of Homer Township due to its prior ownership and control thereof. The Township shall not inhibit the Village's ability to use, improve, and maintain the Parks. The Village shall be solely responsible for the maintenance, operations, and upkeep of any and all matters related to the Parks without financial contribution from the Township, and shall insure, indemnify, and defend the Township against any claim thereof.

However, nothing herein shall be interpreted in any way to allow the Village to impede, block, change, or otherwise encroach upon property owned and maintained by the Township that is not conveyed to the Village. The Parties agree to cooperate and provide for any shared access

to, and use of, the Parks as may be required from time to time. The Parties explicitly agree that the Township shall retain access and/or entry and exit rights to the five (5) acres of open space land and vacant lot that adjoins the Ball Fields Park location.

4. Township Responsibilities.

- a. To the fullest extent permitted by law, the Township shall insure, indemnify, defend and hold harmless the Village, and its respective officers, officials, employees, volunteers, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions including, but not limited to, legal fees (attorney's and paralegals' fees and court costs) incurred to defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of or resulting from the Township's performance of this Agreement provided that any such claim, damage, loss or expense that (i) is attributable to injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Township, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Township shall similarly protect, indemnify, and hold and save harmless, the Village, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions and expenses including, but not limited to, legal fees, incurred by reason of the Township's breach of any of its obligations under, or the Township's default of, any provision of this Agreement. The indemnification contained in this paragraph shall bind the Township and its successors and survive termination of this Agreement. The Township shall specifically indemnify the Village for all above-applicable claims arising out of any occurrence before the Commencement Date.
- b. The Township shall not unreasonably inhibit the Village's use, review, inspection, and any preliminary management of the Parks while this Agreement is in effect and prior to the Commencement Date.
- c. Prior to the Commencement Date, the Township agrees to operate and maintain the Parks in the manner required by law. Said operation and maintenance shall include the making of any necessary, required safety repairs to various Park land and equipment. The Township shall confer with the Village and shall prepare a list of agreed-upon, necessary and required repairs to be completed prior to the Commencement Date. If the Parties are

unable to agree upon a list of necessary and required repairs prior to the Commencement Date, the Parties shall submit this matter through the Dispute Resolution method contained herein. However, nothing herein shall alleviate the Township's duties and obligations to maintain the Parks in all legally required and reasonable ways prior to the Commencement Date. Nor shall there be construed any obligation for the Township to continue such maintenance or other obligation following the Commencement Date.

- d. The Township shall further cause the relevant property to be conveyed to the Village encompassing the Ball Fields Park location to be a separate lot of record with a separate property index number.

5. Village Responsibilities.

- a. To the fullest extent permitted by law, the Village shall insure, indemnify, defend and hold harmless the Township, and its respective officers, officials, employees, volunteers, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions including, but not limited to, legal fees (attorney's and paralegals' fees and court costs) incurred to defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of or resulting from the performance of the Village's performance of this Agreement provided that any such claim, damage, loss or expense that (i) is attributable to injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Village, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Village shall similarly protect, indemnify, and hold and save harmless, the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including, but not limited to, legal fees, incurred by reason of the Village's breach of any of its obligations under, or the Village's default of, any provision of this Agreement. The indemnification contained in this paragraph shall bind the Village and its successors and survive termination of this Agreement. The Village shall specifically indemnify the Township for all above-applicable claims arising out of any occurrence on or after the Commencement Date.
- b. Upon the Commencement Date, the Village will thereafter commence undertaking primary responsibility for constructing/erecting said improvements and for all operation, maintenance, care, and other matters for said improvements and the Parks property.

6. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the Parties.

7. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

8. The Parties agree and acknowledge that the Village, its employees, officers, agents, and volunteers are not employees or agents of the Township and vice versa. The Parties agree that they or their employees are not and will not become employees, agents, or officers of the other Party while this Agreement is in effect. The Parties agree that nothing in this Agreement shall be construed as creating any employment relationship between the Village and the Township and, thus, by operation of this Agreement, the each Party does not acquire any rights as to the other Party under the Illinois Human Rights Act, the Illinois Workers' Compensation Act, or any similar federal, state, or local statute or ordinance covering employees. Each Party agrees that it is not entitled to the rights and benefits afforded to the other Party's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Each Party further agrees that by operation of this Agreement, it has not become covered by the other Party's insurance coverage and each Party is responsible for all costs that the Party may incur in connection with any and all injuries suffered by that Party, its employees, and/or agents, in performance of this Agreement. Each Party is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers'

compensation, training, permits, and licenses, if any, for its employees, agents, and for any work to be performed at the Parks and pursuant to this Agreement.

9. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto. This Agreement is entered into solely for the benefit of the Township and the Village, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement.

10. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

11. Remedies, Dispute Resolution, and Default. The Parties agree that any claim or dispute related to this Agreement shall be subject to expedited arbitration and/or mediation. Further, either Party may seek judicial remedies to enforce or compel the performance of this Agreement. No action taken by either Party pursuant to any provision or section of this Agreement shall constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either Party.

In the event of any breach or default under this Agreement, the affected Party shall give prompt notice of such alleged breach or default and the Party receiving such notice shall have

thirty (30) days after receipt of such notice to cure the alleged breach or default, prior to the seeking of any remedy provided for herein. However, said thirty (30) day period may be reasonably extended if the defaulting Party has initiated the cure of said breach or default and is diligently proceeding therewith. In the event of an emergency, such cure period shall be twenty-four (24) hours following receipt of notice.

12. **Term.** This Agreement shall be in full force and affect from the Effective Date, which shall be the last date on which the Village or the Township executes this Agreement. The obligations contained herein, including the Township’s indemnifications for acts done prior to the Commencement Date and the Village’s indemnification for acts done on or after the Commencement Date shall continue in perpetuity.

13. This Agreement shall be governed by, and its provisions construed, under Illinois law.

14. **Notices.** Notices to the Parties shall be in writing and delivered to the Parties at the following addresses:

If to the Village:

Village of Homer Glen
Attn: George Yukich, Mayor
14240 W. 151st Street
Homer Glen, IL 60491
Email: mayoryukich@homerglen.org

If to the Township:

Homer Township
Attn: Stephen Balich, Township Supervisor
14350 W. 151st Street
Homer Glen, IL 60491
Email: homersupervisor@gmail.com

Either Party may change the address for notices to such Party by written notice to the other. Any notice given under this Section 14 by personal or email service shall be effective upon the date delivered. Notice given by mail shall be effective on the third (3rd) business day after posting.

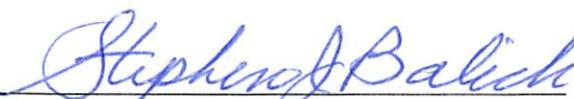
IN WITNESS WHEREOF, the Parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the proper authorities for the respective parties.

VILLAGE OF HOMER GLEN

HOMER TOWNSHIP



George Yukich, Mayor



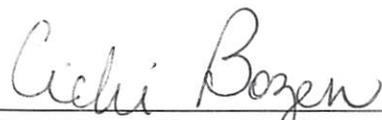
Stephen Balich, Township Supervisor

ATTEST:

ATTEST:



Christina Neitzke-Troiike, Village Clerk



Vicki Bozen, Township Clerk

EXHIBIT A

PARK PROPERTY DESCRIPTIONS

I. CULVER PARK

LOT 180, IN BLOCK 7, IN PEBBLE CREEK UNIT 2, PHASE II, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 10, IN TOWNSHIP 36 NORTH, AND IN RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1977, AS DOCUMENT NO. R77-18514; and

ADA: PARCEL B IN PEBBLE CREEK UNIT THREE, A SUB OF PRT OF THE NE1/4 OF SEC 10 PER PET 81-245. LOT 81

ALL IN WILL COUNTY, ILLINOIS.

PIN: 16-05-10-211-003-0000

Address: 14600 S. Parker Rd., Homer Glen, IL

II. GOREHAM PARK

LOT B OF THE DERBY HILLS UNIT #1, BEING A SUBDIVISION IN THE NORTHEAST QUARTER AND THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 16-05-12-209-005-0000

Address: 14431 S. Pheasant Lane, Homer Glen, IL

III. LAMERS PARK

LOTS 142, 143, AND 144 IN TWIN LAKES #3, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1987 AS DOCUMENT R87-59358 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 16, 1987, AS DOCUMENT R87-63129, IN WILL COUNTY, ILLINOIS.

PIN: 16-05-13-408-032-0000

Address: 12307 W. Lakeview Trail, Homer Glen, IL

IV. SENDRA PARK

OUTLOT A IN WOODBINE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1992 AS DOCUMENT NO. R92-20937, IN WILL COUNTY, ILLINOIS.

PIN: 16-05-10-412-011-0000

Address: 14727 S. Greenbrier Lane, Homer Glen, IL

V. YANGAS PARK

PARCEL I:

LOT B, IN DERBY MEADOWS UNIT NO. 1, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1967 AS DOCUMENT NO. R67-18817, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF LOT B AFORESAID 99.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECOND WEST ALONG THE EAST LINE OF LOT BE AFORESAID 350.0 FEET; THENCE NORTH 90 DEGREES WEST AT RIGHT ANGLES THERETO A DISTANCE OF 362.24 FEET TO THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 34 DEGREES 31 MINUTES 20 SECOND WEST ALONG SAID EASTERLY LINE 253.16 FEET TO THE NORTHERLY LINE OF THE 50.0 FOOT EASEMENT FOR CREED AND DRAINAGE THEREON; THENCE SOUTH 73 DEGREES EAST ALONG SAID NORTHERLY LINE 136.15 FEET; THENCE CONTINUE NORTH 89 DEGREES EAST ALONG SAID NORTHERLY LINE 170.27 FEE; THENCE CONTINUE SOUTH 63 DEGREES EAST ALONG SAID NORTHERLY LINE 170.27 FEET; THENCE CONTINUE SOUTH 63 DEGREES EAST ALONG SAID NORTHERLY LINE 230.38 FEET TO THE POINT OF BEGINNING;

PARCEL II:

LOT C, IN DERBY MEADOWS UNIT NO. 1, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1967 AS DOCUMENT NO. R67-18817;

PARCEL III:

LOT 45, IN DERBY MEADOWS UNIT 3, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, IN TOWNSHIP 36 NORTH, AND IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1972 AS DOCUMENT NO. R72-6094;

PARCEL IV:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 36 NORTH, AND IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTH OF THE SOUGHT LINE OF DERBY MEADOWS, UNIT NO. 3, RECORDED MARCH 8, 1972, AS DOCUMENT NO. R72-6094, WEST OF THE WESTERLY LINE OF COMMONWEALTH EDISON COMPANY RIGHT OF WAY LINE AND NORTH OF THE NORTH LINE OF THE PROPERTY CONVEYED BY MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 2723, TO DERBY MEADOWS UTILITY COMPANY, INCORPORATED, BY DEED RECORDED MARCH 19, 1968, AS DOCUMENT R68-3920, ALL IN WILL COUNTY, ILLINOIS.

PIN: 16-05-01-200-027-0000

Address: 12001 W. Venetian Way, Homer Glen, IL

VI. BALL FIELDS PARK (at the Township Administration Building)

THE W 625.25 FT OF THE S 1617.41 FT (EX THE W 33 FT OF THE S 1003.03 FT) & (EX THE E 275 FT OF THE S 425 FT THEREOF) OF THE SW1/4 OF SEC 10, T36N-R11E. PER R89-013645. (EX THE N 396 FT OF THE S 821 FT OF THE E 275 FT OF THE W 625.25 FT OF THE SW1/4 OF SEC 10, T36N-R11E. PER R92-013404) TOGETHER WITH THE N 276.12 FT OF THE S 821 FT OF THE E 275 FT OF THE W 625.25 FT OF THE SW1/4 OF SEC 10, T36N-R11E. (EX THE E 154.86 FT OF THE W 350.25 FT OF THE S 544.88 FT OF THE SW1/4 OF SEC 10, T36N-R11E.) DIV/CONSOL PER R2001-046829 NDA:

Except that for the above-described property, the village's authority shall be limited so that the "Ball Fields Park" for the purposes of this Agreement only includes the area extending from the south end of the football fields north to the north end of the baseball fields, including the shed and parking lot adjoining the baseball fields. However, that the East Bay of the shed adjoining the baseball fields shall be retained for the Township's exclusive use. Nothing herein shall prevent the Township from using or accessing the roadway extending from 151st Street to the field parking lot and adjacent shed. Nothing herein shall be construed to grant the Village any right or authority over the Township Administration Building, the Cellular Tower, or any portion of the property south of the southernmost end of the football fields.

Whole Parcel PIN (for reference purposes only): 16-05-10-300-014-0000
Address (for reference purposes only): 14350 W. 151st Street, Homer Glen, IL