

**VILLAGE OF VERNON HILLS  
RESOLUTION 2020-031**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO  
EXECUTE AN INTERGOVERNMENTAL LEASE AGREEMENT WITH  
THE VERNON HILLS PARK DISTRICT**

**WHEREAS**, the Village owns that certain parcel of land commonly known as 294 Evergreen Drive, Vernon Hills, IL 60061 and legally described in the attached **Exhibit A** (“Village Property”); and

**WHEREAS** the Park District wishes to lease a portion of the Village Property legally described in the attached **Exhibit A** (the “Leased Premises”) for the construction and operation of new tennis courts and certain playground equipment (collectively, “Planned Improvements”); and

**WHEREAS**, under Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/1-1-1, the Village has the power and authority to lease the Leased Premises for any term not exceeding 99 years when authorized by the affirmative vote of two-thirds of the members of the Village’s Board of Trustees; and

**WHEREAS**, under Section 8-16 of the Illinois Park District Code, 70 ILCS 1205/1-1, the Park District has the power and authority to lease the Leased Premises for any term not exceeding 99 years and improve the same in such manner as may be required for corporate purposes by the construction of capital improvements thereon when authorized by the affirmative vote of two-thirds of the members of the Park District’s Board of Park Commissioners; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS Section 220/1 *et seq.* authorize and encourage the cooperation between units of local governments; and

**WHEREAS**, the Parties have determined that the Village’s lease of the Leased Premises to the Park District for the construction and operation of the Planned Improvements is in the best interest of the Park District’s and Village’s residents and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

1. That the Intergovernmental Agreement between the Village of Vernon Hills and the Vernon Hills Park District is approved and that the President is hereby authorized and directed to execute the agreement attached hereto as Exhibit A.

Dated this 15<sup>th</sup> day of September, 2020

Adopted by roll call vote as follows:

AYES: 5 – Oppenheim, Takaoka, Schultz, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Marquardt

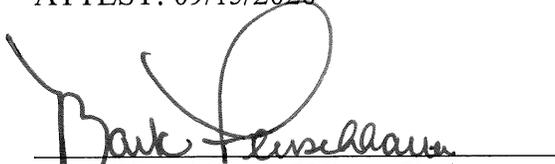
Adopted this 15th day of September 2020, by the President and Board of Trustees of the Village of Vernon Hills, Illinois.

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 09/15/2020

APPROVED: 09/15/2020

ATTEST: 09/15/2020

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk



**EXHIBIT A**

**INTERGOVERNMENTAL LEASE AGREEMENT WITH THE  
VERNON HILLS PARK DISTRICT**

**EXHIBIT B**

**MAP ALTERNATE 2  
LASCHEN PARK SPACE**

## INTERGOVERNMENTAL LEASE AGREEMENT

This Intergovernmental Lease Agreement ("Lease Agreement") is entered into this 15th day of September, 2020, by and between the Vernon Hills Park District, an Illinois park district and unit of local government (the "Park District"), and the Village of Vernon Hills, an Illinois municipal corporation (the "Village"). The Park District and the Village are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

### RECITALS

**WHEREAS**, the Village owns that certain parcel of land commonly known as 294 Evergreen Dr., Vernon Hills, IL 60061 and legally described in the attached **Exhibit A** ("Village Property"); and

**WHEREAS**, the Park District wishes to lease a portion of the Village Property legally described in the attached **Exhibit B** (the "Leased Premises") for the construction and operation of new tennis courts and certain playground equipment (collectively, "Planned Improvements"); and

**WHEREAS**, under Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/1-1-1, the Village has the power and authority to lease the Leased Premises for any term not exceeding 99 years when authorized by the affirmative vote of two-thirds of the members of the Village's Board of Trustees; and

**WHEREAS**, under Section 8-16 of the Illinois Park District Code, 70 ILCS 1205/1-1, the Park District has the power and authority to lease the Leased Premises for any term not exceeding 99 years and improve the same in such manner as may be required for corporate purposes by the construction of capital improvements thereon when authorized by the affirmative vote of two-thirds of the members of the Park District's Board of Park Commissioners; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS Section 220/1 *et seq.* authorize and encourage the cooperation between units of local governments; and

**WHEREAS**, the Parties have determined that the Village's lease of the Leased Premises to the Park District for the construction and operation of the Planned Improvements is in the best interest of the Park District's and Village's residents and the general public.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Lease Agreement, and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Term and Rent.** The Village hereby leases to the Park District, and the Park District leases from the Village, the Leased Premises for a period of fifty (50) years (the "Term") commencing on the 1<sup>st</sup> day of October, 2020 and ending on the 30th day of September, 2071, unless earlier terminated as provided herein. The Park District agrees to pay the Village TEN AND NO/100 DOLLARS (\$10.00) as consideration for the lease of the Leased Premises for the Term of this Lease Agreement.

3. **Construction of Planned Improvements; Maintenance; Repairs.** The Park District is permitted and authorized to use the Leased Premises for the construction, maintenance, repair, and

operation of the Planned Improvements and any related site improvements at its sole cost and expense. The Park District shall submit to the Village detailed plans and specifications of such Planned Improvements. The Park District shall obtain the required permits as may be necessary to construct and operate the Planned Improvements.

The Park District covenants and agrees to maintain and keep the Leased Premises and the Planned Improvements in a clean and orderly condition in compliance with all applicable laws, statutes, ordinances and regulations and to make all necessary repairs thereto during the Term of this Lease Agreement.

4. **Utilities.** The Park District agrees to pay all charges for the connection and the use of water, sanitary sewers, storm sewers, gas, alarm, phone, cable, computer lines, electricity and all other utilities in connection with lease of Leased Premises.

5. **Access to the Leased Premises.** The Village shall ensure that the Park District, its officials, officers, agents, employees, consultants, representatives, contractors, volunteers, and any invitees are granted access to the Leased Premises and the Planned Improvements. The Village hereby grants the Park District and its officials, officers, agents, employees, consultants, representatives, contractors, volunteers, and any invitees the right to enter upon such portions of the Village Property outside of the Leased Premises as shall be reasonable and necessary for the purpose of access to the Leased Premises and the Planned Improvements.

6. **Covenants of the Village.** The Village covenants and agrees not to (a) construct, erect, maintain, or permit the installation of any structure, facility, or improvement on or above the surface of the Leased Premises in such a manner as to adversely affect, damage, or restrict the construction, maintenance, repair, use, or operation of the Leased Premises or Planned Improvements; (b) interfere with the construction, maintenance, repair or operation of the Leased Premises or Planned Improvements; (c) deny or impair the Park District's access to the Leased Premises, including access by its officials, officers, employees, agents, contractors, consultants, representatives, or volunteers, for the purposes of the construction, maintenance, repair or operation of the Leased Premises or Planned Improvements; or (d) deny, restrict or interfere with the Park District's invitees' access to the Leased Premises or Planned Improvements.

7. **Termination.** The Park District shall have the right to terminate this Lease Agreement at any time upon at least ninety (90) days' prior written notice to the Village. Upon the termination of this Lease Agreement, the Village shall become the owner of and vested with full title to the Park District's Planned Improvements in the event of the termination of this Lease Agreement. The Village has the right to terminate this Lease Agreement upon 180 days written notice to the Park District. In the event the Village exercises the right to terminate prior to the expiration of the Lease Agreement, the Village will reimburse the Park District for the reasonable value at the time of termination of those Planned Improvements installed on the Leased Premises. Said value shall be determined by an independent appraiser who is agreed upon by the Parties. The cost of the appraisal shall be borne by the Village.

8. **Quiet Enjoyment.** The Park District shall peacefully and quietly have and enjoy the Leased Premises for the Term of this Lease Agreement, free from the interference of the Village, subject to the provisions of this Lease Agreement.

9. **Notice.** Any notice required or permitted to be given under this Lease Agreement shall be in writing and shall be given by: (i) personal delivery; or (ii) U.S. mail, first class, postage prepaid; or (iii) facsimile, with a hard copy and proof of transmission being mailed on the date of transmission by U.S. mail, first class, postage prepaid, to the following:

If to Park District:       Vernon Hills Park District  
                                  Attn. Executive Director  
                                  635 North Aspen Drive  
                                  Vernon Hills, IL 60061  
                                  Fax: (847) 996-6928

With a copy to:            Tressler LLP  
                                  Attn. Andrew Paine  
                                  233 S. Wacker Drive  
                                  61<sup>st</sup> Floor  
                                  Chicago, IL 60606  
                                  Fax: 312-627-1717

If to Village:             Village of Vernon Hills  
                                  Attn. Village Manager  
                                  290 Evergreen Drive  
                                  Vernon Hills, IL 60061  
                                  Fax: (847) 367-0880

With a copy to:           Klein, Thorpe & Jenkins, Ltd  
                                  Attn: James Ferolo  
                                  20 N. Wacker Drive, Ste 1660  
                                  Chicago, IL 60606  
                                  Fax: 312-984-6444

or to such other address as any Party may, from time to time, designate in a written notice to the other Party. Notices delivered in person shall be deemed given on the date of delivery, as evidenced by a signed receipt of the recipient. Notices sent by U.S. mail shall be deemed given on the third business day after deposit in the U.S. mail, first class, postage prepaid. Notices transmitted by facsimile shall be deemed given on the date of transmission if transmitted between 9:00 AM and 5:00 PM on a regular business day, or, if after said time, on the next regular business day.

10. **Insurance.** The Park District shall purchase and keep in full force and effect during the Term of this Lease Agreement, Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, the Park District's indemnification obligations hereunder) in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Five Million and no/100 Dollars (\$5,000,000.00) and provided that same shall not be cancelled without thirty (30) days prior notice to the Village.

Notwithstanding the foregoing, the Parties acknowledge that Park District, as of the date of this Lease Agreement, has obtained liability coverage through the Park District Risk Management Agency

(hereinafter referred to as "PDRMA"). The Parties agree that PDRMA's underwriting of liability coverage for Park District for personal injury and property damage are acceptable for the purposes of this Lease Agreement. The Park District shall name the Village, its officers and employees as additional insureds on a primary, non-contributory basis and provide an additional insured endorsement to the Village.

11. **Indemnification.** Except to the extent any claims or damages may be due to or caused by the negligence or willful misconduct of the Village, the Park District shall indemnify and hold harmless the Village and its officials, officers and employees from and against all claims, damages, losses, and expenses, arising from: (i) any wrongful act or omission by the Park District; (ii) any breach by the Park District in the performance of its obligations under this Lease Agreement; or (iii) any failure to comply with all federal, state, and local laws, statutes, ordinances and regulations now and hereafter in force. Except to the extent any claims or damages may be due to or caused by the negligence or willful misconduct of the Park District, the Village shall indemnify and hold harmless the Park District and its officials, officers, employees, agents, contractors, consultants, representatives, volunteers and invitees from and against all claims, damages, losses, and expenses, arising from: (i) any wrongful act or omission by the Village; (ii) any breach by the Village in the performance of its obligations under this Lease Agreement; or (iii) any failure to comply with all federal, state, and local laws, statutes, ordinances and regulations now and hereafter in force.

12. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the Parties.

13. **Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of Lake County, Illinois.

14. **Entire Agreement.** This Lease Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. This Lease Agreement, and any exhibits or other writings referred to herein, constitute the entire understanding of the Parties with respect to the subject matter hereof.

15. **Time is of the Essence.** Time is of the essence in this Lease Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

16. **Counterparts/Electronic Signatures.** This Lease Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

17. **Severability.** If any term, condition or provision of this Lease Agreement is adjudicated invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

18. **Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

19. **Binding Effect.** This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

20. **Assignment.** This Lease Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

21. **Further Assurances.** The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

22. **No Third-Party Beneficiaries.** This Lease Agreement does not confer any rights or benefits on any third party.

23. **Authorization.** The undersigned duly authorized representatives of the Village and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Lease Agreement.

24. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Lease Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

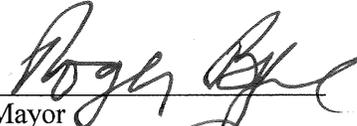
**VERNON HILLS PARK DISTRICT**

By: \_\_\_\_\_  
President

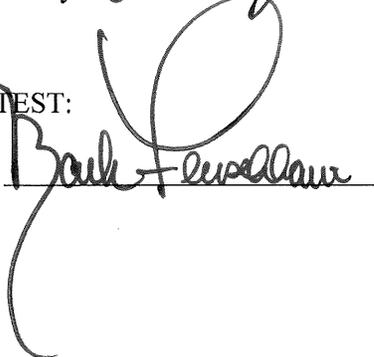
ATTEST:

By: \_\_\_\_\_

**VILLAGE OF VERNON HILLS**

By:   
Mayor

ATTEST:

By: 

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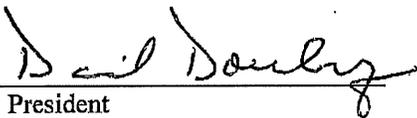
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**VERNON HILLS PARK DISTRICT**

**VILLAGE OF VERNON HILLS**

By:   
President

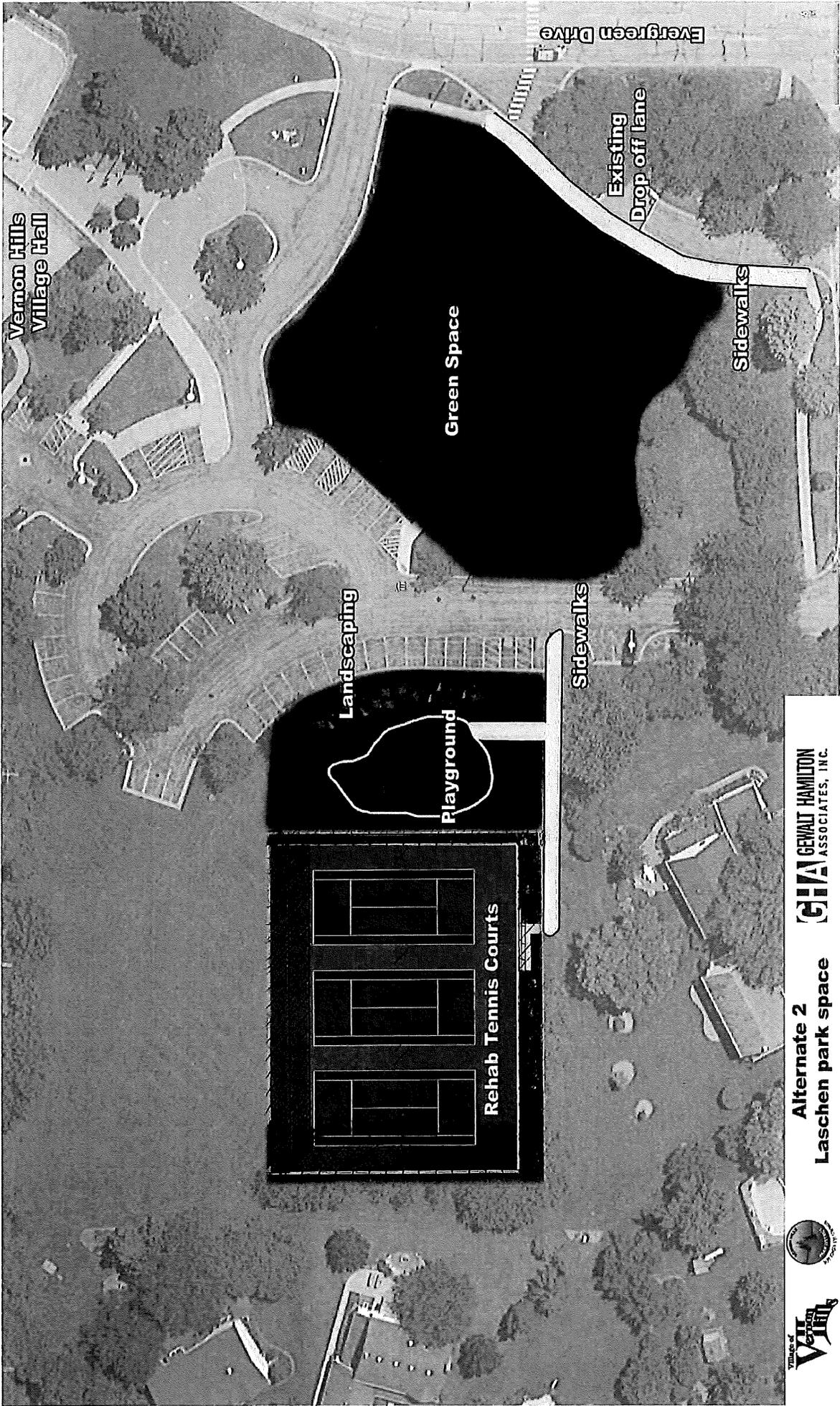
By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

By: 

By: \_\_\_\_\_



**CHA** GEVAULT HAMILTON  
ASSOCIATES, INC.

**Alternate 2**  
**Laschen park space**



Village of  
**Vernon Hills**