

NOTICE OF SPECIAL MEETING
Wednesday, September 04, 2024
Special Meeting
6:00 p.m.

Park District of Highland Park
Board of Park Commissioners
636 Ridge Road, Highland Park, IL 60035
No Live Stream

SPECIAL MEETING AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADDITIONS TO THE AGENDA
- IV. PUBLIC COMMENT FOR ITEMS ON AGENDA
- V. APPROVAL OF THE 2024 SUNSET WOODS IMPROVEMENTS BID
- VI. CONSIDERATION TO APPROVE THE 2024 PICKLE AND PADEL CLUB BID
- VII. APPROVAL OF RESOLUTION #2024-01: AUTHORIZING THE SALE OF REAL ESTATE PROPERTY AND INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HIGHLAND PARK AND THE HIGHLAND PARK LIBRARY
- VIII. OTHER BUSINESS
- IX. OPEN TO PUBLIC TO ADDRESS THE BOARD
- X. **CLOSED SESSION PURSUANT TO THE FOLLOWING SECTIONS OF THE OPEN MEETINGS ACT:** Section 2(c)1: The employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body; Section 2(c)2: Collective negotiating matters between the public body and its employees or their representatives, or deliberation concerning salary schedules for one or more classes of employees; Section 2(c)5: the purchase or lease of real estate including discussion on whether a certain parcel of property should be acquired; Section 2(c)6: the setting of a price for sale or lease of property owned by the District; Section 2(c)8: security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property; Section 2(c) 11: litigation against or on behalf of the District or where the District finds that an action is probable or imminent; Section 2(c)12: the establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member; Section 2(c) 21: the discussion of minutes lawfully closed under the Act, whether for the purposes of approval of said minutes or for conducting the semi-annual review of the minutes as set forth in section 2.06 of the Act.; Section 2(c) 29: for discussions between internal or external auditors and the Board. Possible action by the Board on items discussed in closed session.
- XI. ACTION FROM CLOSED SESSION IF ANY
- XII. ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the Park District's ADA Compliance Officer, Brian Romes, at the Park District's Administrative Office, 636 Ridge Road, Highland Park, IL Monday through Friday from 8:30 a.m. until 5:00 p.m. at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 847-831-3810; fax number 847-831-0818.



Memorandum

To: Park Board of Commissioners
From: Ben Kutscheid, Projects Manager; Jeff Smith, Director of Planning, Projects, and IT; Brian Romes, Executive Director
Date: September 4, 2024
Subject: **Approval of the 2024 Sunset Woods Park Improvements Bid**

Summary

The Park District of Highland Park received two (2) sealed bids on Thursday, August 15, 2024, for materials and labor to complete the 2024 Sunset Woods Park Improvements. Work is scheduled to occur from September 2025 through April 2025.

Bid Results

| | Schafges Brothers Incorporated | Copenhaver Construction |
|--|---------------------------------------|--------------------------------|
| Total Base Bid | \$1,211,000 | \$1,831,377 |
| Alt. 1 – Add Drinking Fountain | \$3,300 | \$12,000 |
| Alt. 2 – Add Fencing at Multiuse Court | \$7,484 | \$8,932 |
| Alt. 3 – Add Swing to Game Area | NO BID | \$20,000 |
| Alt 4. – Swale Planting at Game Area | \$28,863 | \$32,070 |
| Alt. 5 – Add Bowl at Skate Park | \$160,000 | \$243,000 |

The low bidder is Schafges Brothers Incorporated. This contractor has favorable references and experience working with the Park District.

At the August 20, 2024 meeting, the Finance Committee provided consensus for the following scope reductions totaling \$41,967 in contract savings. The Park District estimates it will incur \$7,000 in costs making these changes resulting in a total cost savings of \$34,967.

- Replace Seatwalls in Game Area with standard Park District benches – \$34,467
- Contract Painted Games Striping separately - \$7,500

Budget Impact

| | |
|---------------------------------------|---------------------------|
| Available Budgeted Construction Funds | \$1,189,095 |
| Total Base Bid | (\$1,211,000) |
| Alternate #2 – Court Fence | (\$7,484) |
| Alternate #5 – Skate Bowl | (\$160,000) |
| Scope Reduction | \$41,967 |
| PDHP Materials and Contracts | (\$7,000) |
| <i>Amount Over Budget</i> | <i>(\$154,422)</i> |

Staff and the Finance Committee recommend approval from the Park Board of Commissioners for the Total Base Bid and Alternates 2 and 5 from Schafges Brothers Incorporated for the 2024 Sunset Woods Park Improvements Project a in the amount of \$1,336,517. This recommendation was further presented and discussed to Park Board at the Regular Meeting on August 24, 2024. At the meeting the Park Board requested additional information regarding the financial impact on the 5 year capital plan, as well as additional details on the benefits of Alternate #5 – Skate Bowl.

Staff will present findings and request a motion to approve the total base bid and associated alternates.

Recommendation

Staff recommend consideration from the Park Board to approve the Total Base Bid and associated Alternates from Schafges Brothers Incorporated for the 2024 Sunset Woods Park Improvements Project, authoring the Executive Director to enter into a contract.



Memorandum

To: Park Board of Commissioners

From: Jeff Smith, Director of Planning, Projects, and IT; Nick Baird, Director of Recreation; Brian Romes, Executive Director

Date: September 4, 2024

Subject: **Consideration to Approve the 2024 Pickle and Padel Club Bid**

Summary

The Park District of Highland Park received sealed bids on Thursday, August 29, 2024, for materials and labor to complete the 2024 Pickle and Padel Club. Project scope involves both site and interior improvements at the planned air supported structure including:

- Water Service Installation
- Sanitary Service Installation
- Site and Parking Lot Grading, Paving, Flat Work and Drainage Improvements
- Landscaping & Restoration
- Interior Dome Grading and Paving Improvements
- Installation of mechanical systems for air supported structure
- Construction of interior rooms including storage, offices, multi-purpose rooms, and restrooms
- Mechanical, electrical and plumbing associated with interior construction

Staff will review the bid results with the Park Board of Commissioners. The lowest Bidder was Stuckey Construction with the base bid of \$2,988,000 with alternates A1 of \$148,000. Staff is reviewing details of the bid results and associated bid alternates and will provide a summary and recommendation for the Pak Board at the Special Meeting.

Recommendation

The Park Board of Commissioners will consider a motion to approve the 2024 Pickle and Padel Club Bid in an amount not to exceed \$3,134,000 and authorize the Executive Director to enter into a contract.



Memorandum

To: Park Board of Commissioners

From: Brian Romes, Executive Director

Date: September 04, 2024

Subject: **Approval of Resolution #2024-01: Authorizing the Sale of Real Estate Property and Intergovernmental Agreement with the City of Highland Park and the Highland Park Library**

Summary

The Highland Park Public Library is planning for expansion of their current facility. The Park District of Highland Park currently owns land located to the east of the Highland Park Public Library. The Park District, City of Highland Park, and the Highland Park Public Library developed an intergovernmental agreement to allow Park District property to be used for the expansion. Staff provided an overview of the agreement to the Park Board of Commissioners at the August Workshop Meeting. The Park Board determined that the Park Property has become unnecessary, unsuitable and inconvenient for the uses of the Park District and that it is in the best interest of the Park District to transfer title to the Park Property to the Buyers in accordance with the terms of the Intergovernmental Agreement.

The Intergovernmental Agreement for the Purchase and Sale of Real Estate Property was presented and approved by the Highland Park Library Board of Trustees on August 20, 2024, and City Council of Highland Park on August 26, 2024. A Resolution Authorizing The Mutual Exchange of Real Property and Intergovernmental Agreement With The Park District Of Highland Park will be presented to Park Board of Commissioners at the Special Meeting of the Park Board on September 04, 2024.

Recommendation

Staff recommends the Park Board of Commissioners approve Resolution #2024-01: Authorizing the sale of Real Estate Property and Intergovernmental Agreement with the City of Highland Park and the Highland Park Public Library.

**PARK DISTRICT OF HIGHLAND PARK
LAKE COUNTY, ILLINOIS**

**RESOLUTION 2024-01
AUTHORIZING THE SALE OF REAL ESTATE PROPERTY AND
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HIGHLAND PARK
AND THE HIGHLAND PARK LIBRARY**

WHEREAS, the Park District of Highland Park, Lake County, Illinois (“**Park Board**”), is the owner of two parcels of real property that are identified on Exhibit A hereto (“**Park Property**”), which are adjacent to properties owned by the City of Highland Park and Highland Park Public Library (collectively, the “**Buyers**”); and

WHEREAS, the Park Board and the Buyers agree that a transfer of the Park Property to the Buyers will be of mutual benefit for their respective corporate purposes; and

WHEREAS, in accordance with Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), the Buyer’s Boards have or will declare that the Park Property is necessary or convenient for it to use, occupy or improve in connection with its existing Highland Park Public Library and City Hall campus; and

WHEREAS, the Park Board hereby determines that the Park Property has become unnecessary, unsuitable and inconvenient for the uses of the Park District; and

WHEREAS, the Park Board hereby determines, by two-thirds vote of its members, that it is in the best interests of the Park District to convey the Park Property to the Buyers in accordance with the *Local Government Property Transfer Act* (50 ILCS 605/0.01 *et seq.*); and

WHEREAS, the Park Board and the Buyers desire to enter into an intergovernmental agreement pursuant to Section 2 of the *Local Government Property Transfer Act*, 50 ILCS 605/2, to exchange the Park Property for the Park District Property, a copy of which is attached hereto as Exhibit B (“**Intergovernmental Agreement**”).

NOW, THEREFORE, BE IT RESOLVED by the Park District of Highland Park, Lake County, Illinois, as follows:

- Section 1:** The Park Board hereby determines that the Park Property has become unnecessary, unsuitable and inconvenient for the uses of the Park District and that it is in the best interest of the Park District to transfer title to the Park Property to the Buyers in accordance with the terms of the Intergovernmental Agreement.

- Section 2:** The Park Board hereby approves the Intergovernmental Agreement in substantially the form provided in Exhibit B hereto.

- Section 3:** The Board President, the Executive Director and Park District Attorney are hereby authorized to sign such documents and perform such actions on behalf of the Board

as are necessary to complete the transfer of real property provided herein, including the Intergovernmental Agreement.

Section 5: This Resolution shall be in full force and effect forthwith upon its passage and any and all resolutions in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED this _____ day of _____, 2024, by at least 2/3rds of its members, in the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

**PARK DISTRICT OF HIGHLAND
PARK, LAKE COUNTY, ILLINOIS**

By: _____
President, Board of Commissioners

ATTEST:

By: _____
Secretary, Board of Commissioners

EXHIBIT A

DESCRIPTION OF PARK PROPERTY

Parcel One

Address: 1755 Laurel Avenue

Lake County PIN: 16-23-413-001

Parcel Two

Approximate Address: 0 St. Johns Avenue

Lake County PIN: 16-23-413-018

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE AND SALE OF PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY (this “**Agreement**”) is made and entered into as of the Effective Date (as defined in Section 23 below) by and between the **PARK DISTRICT OF HIGHLAND PARK**, a Unit of Local Government of the State of Illinois (the “**Seller**”), the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (the “**City**”) and the **HIGHLAND PARK PUBLIC LIBRARY**, a municipal library (the “**Library**”). The City and Library are collectively referred to herein as the “**Buyer**”. The Seller and Buyer may from time to time be referred to as a “**Party**” and collectively as the “**Parties**.”

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell (a) to the City, and the City agrees to purchase that certain real property located in Highland Park, Lake County, Illinois, containing approximately 1.04+/- acres and being more particularly described on Exhibit A-1 attached hereto and made a part hereof (the “**City Parcel**”), and (b) to the Library, and the Library agrees to purchase that certain real property located in Highland Park, Lake County, Illinois containing approximately 0.52+/- acres and being more particularly described on Exhibit A-2 attached hereto and made a part hereof (the “**Library Parcel**”). The City Parcel and the Library Parcel will include all of Seller’s right, title and interest in and to the City Parcel and the Library Parcel, and all easements, utility reservations, rights of way, strips and gores of land, mineral rights, air rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon. The City Parcel and the Library Parcel are collectively referred to as the “**Property**”.

2. Purchase Price, Method of Payment. The purchase price for the Property (hereinafter called the “**Purchase Price**”) is \$10.00. The cash portion of the Purchase Price will be paid by Buyer to Seller on the Closing Date (as hereinafter defined) subject to the prorations and adjustments hereinafter described, by wire transfer or other immediately available funds reasonably acceptable to Seller. The City’s covenants and obligations set forth in Section 26 of this Agreement will not merge with the deed and will explicitly survive closing as specifically set forth in Section 26 of this Agreement.

3. Earnest Money. There is no earnest money deposit.

4. Title Examination and Objections.

(a) Seller will convey good, marketable and insurable fee simple title to the City Parcel to the City and fee simple title to the Library Parcel to the Library, free and clear of all liens and encumbrances, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters that would be revealed by a current and accurate survey and inspection of the property and waived or not timely objected to by City or Library, as applicable, pursuant to this Section 4, and (iii) all matters of record waived or not timely objected to pursuant to this Section 4, (each hereinafter called a “**Permitted Exception**” and collectively, the “**Permitted Exceptions**”).

(b) Within 10 business days after the Effective Date, Library will obtain and deliver to City and Seller (i) a title commitment for the City Parcel, and (ii) a separate title commitment for the Library Parcel, both title commitments being issued by the Title Company, in the amount of the Purchase Price, with extended coverage over standard title exceptions (each a “**Title Commitment**” and collectively the “**Title Commitments**”), together with copies of all underlying title documents listed in the Title Commitments. Buyer will have until the expiration of the Inspection Period in which to examine title to the Property, and give Seller written notice of any objections to the Title Commitments. Failure to give any notice to Seller by the expiration of the Inspection Period, will be deemed a waiver of such right to object to any title exceptions or defects. Buyer’s failure to identify specific exceptions identified on the Title Commitment will deem such exceptions to be Permitted Exceptions.

(c) Seller will have 10 business days from the date of receipt of notice of objections in which to review said objections, and to give Buyer written notice whether Seller will attempt to cure any objections specified in the notice. If Seller fails to deliver notice within the 10 business-day period, or if Seller notifies Buyer that Seller does not intend to attempt to cure any or all of the objections, then City or Library as applicable, will have the right, at its option, to terminate this Agreement with respect to the City Parcel or the Library Parcel, as applicable, by giving written notice to Seller within five business days thereafter, in which event all rights and obligations of the applicable parties hereunder expire (except for those which expressly survive termination) and this Agreement will become null and void with respect to the City Parcel or the Library Parcel, as applicable. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer will be deemed to have waived any objection specified in Buyer’s notice of title objections as to which Seller has given Buyer notice, and the objection will thereafter constitute a Permitted Exception under this Agreement.

(d) Buyer may re-examine title to the Property up to and including the Closing Date and give Seller written notice of any new and additional objections appearing of record subsequent to the date of Buyer’s initial examination, but Buyer’s failure to specify in its initial notice of objections any objection appearing of record as of the date of Buyer’s initial examination will be deemed to be and will constitute a waiver of the objection, and the objection will thereafter constitute a Permitted Exception under this Agreement.

(e) Seller will have until the Closing Date to satisfy all objections other than those waived by Buyer pursuant to subsections (a), (b) and (d) above and, if Seller fails to satisfy any objections which it has expressly agreed to satisfy, then, at the option of City or Library as applicable, the party may: (i) terminate this Agreement with respect to the City Parcel or the Library Parcel as applicable, in which event all rights and obligations of the applicable parties hereunder will expire and this Agreement will become null and void with respect to the City Parcel or the Library Parcel, as applicable, except with respect to any provisions that expressly survive termination; (ii) waive such satisfaction and performance and elect to close, and all objections so waived will constitute Permitted Exceptions under this Agreement; or (iii) extend the Closing Date for a period of up to 90 days, during which time Seller will cure the title objections.

(f) Notwithstanding any other provision of this Agreement to the contrary, Seller will, prior to the Closing Date, satisfy, cure or cause to be released (or bonded off of the Property at Seller’s election) (i) all materialmen’s and mechanic’s liens affecting the Property and arising out of work done for or on behalf of Seller, (ii) the lien and interest of any other person or any other entity securing a loan to Seller (if any), and (iii) any judgment lien against Seller which attaches to the Property prior to the Closing Date (if any). Seller’s failure to satisfy the specific items listed in the previous sentence will be an event of default by Seller under Section 12 of this Agreement with respect to which Buyer will be entitled to (A) pursue its remedies under Section 12 or (B) close the sale of the Property contemplated herein and accept the Property subject to the items after reducing the Purchase Price by the amount of the uncured items.

(g) The Parties acknowledge that a building commonly known as the Stupey Cabin (the “**Cabin**”), which is owned by the City, is located in part on the City Parcel and in part on the Library Parcel, and that no easement for the Cabin currently exists. Buyer’s obligation to close on the purchase of the Property is expressly contingent on the execution by the City and Library of an easement agreement or similarly-named instrument (the “**Cabin Easement**”) prior to Closing, which instrument will grant a perpetual, non-exclusive easement to the City for the Cabin to remain at its existing location, in part on the City Parcel and in part on the Library Parcel, and will include such other provisions as the parties reasonably agree. The Cabin Easement will be recorded at Closing and will be deemed a Permitted Exception.

(h) Seller hereby covenants that it will not voluntarily transfer, sell, assign, encumber, lease, hypothecate or otherwise dispose of any or all of its right, title and interest in and to the Property or consent to the creation of any easement affecting the Property, during the existence of this Agreement, without the prior consent of Buyer.

5. Survey. Library, at its sole and exclusive expense, will cause (a) a survey of the City Parcel (the “**City Survey**”), and (b) a separate survey of the Library Parcel (the “**Library Survey**”) to be made by a surveyor registered and licensed in Illinois. The Library Survey and City Survey will be two separate surveys, but may be referred to collectively herein as the “**Survey**”. The City Survey will be certified to Seller, City, and Title Company (as hereinafter defined), and the Library Survey will be certified to Seller, Library and Title Company. Any matters shown on the Survey and objected to by Buyer on or before the expiration of the Inspection Period will be additional title objections, as to which the rights and obligations of Buyer and Seller will be the same as provided in Section 4 above.

6. Inspection by Buyer.

(a) Buyer will have until the expiration of the Inspection Period for Buyer and Buyer’s agents and designees to enter the Property at reasonable times for the purpose of inspecting the Property, and making any surveys, soil tests, engineering studies and other investigations and inspections as Buyer may desire to assess the condition of the Property; provided, however, that (i) the City will indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorney’s fees and expenses of Seller actually incurred) suffered, incurred or sustained by Seller as a result of, by reason of or in connection with the entry by City or City’s agents and designees onto the Property or the activities of the City parties on the Property, and (ii) the Library will indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorney’s fees and expenses of Seller actually incurred) suffered, incurred or sustained by Seller as a result of, by reason of or in connection with the entry by the Library or Library’s agents and designees onto the Property or the activities of the Library parties on the Property. Notwithstanding the foregoing, neither City nor Library will be liable merely for the discovery of a pre-existing condition at the Property. City or Library will repair any material damage to the Property caused by their respective inspections.

(b) Within three business days following the Effective Date, Seller will deliver to Buyer true, correct and complete copies of each of the following documents and other information in Seller’s possession subject to the condition that such records are provided without any warranty or representation by the Seller and the Buyer may only rely on its own investigation of the Property:

(i) All written notices from any governmental or quasi-governmental authority of a violation of any law or regulation (including, without limitation, environmental laws) with respect to the Property (or any portion thereof) which remains uncured or with respect to the exercise by such authority of the right of condemnation or eminent domain;

- (ii) Copies of Seller's title insurance policies affecting the Property;
- (iii) Existing environmental site assessments, remediation reports, tank removal reports and other reports (including, but not limited to, any soils and groundwater assessments and reports) for the Property;
- (iv) All tax bills affecting the Property (or any portion thereof) for the past three years;
- (v) Any permits affecting the Property;
- (vi) Soil reports for the Property;
- (vii) Evidence of zoning and any conditions of development imposed upon the Property;
- (viii) All existing surveys of the Property; and
- (ix) Documentation of the existence of any delineated wetlands, or lack thereof.

(c) If for any reason whatsoever either City or Library determines, in their sole discretion, that the Property is not satisfactory, then (i) City may terminate this Agreement with respect to the City Parcel, or (ii) Library may terminate this Agreement with respect to the Library Parcel, by delivering written notice of such termination to Seller at any time commencing as of the Effective Date and continuing through and including 11:59 p.m. on the sixtieth (60th) day after the Effective Date (the "**Inspection Period**"). In the event either City or Library gives such termination notice as provided herein, the applicable party will have no further rights, liabilities, or obligations, hereunder, except for those matters contained herein which expressly survive termination of this Agreement. Notwithstanding anything to the contrary contained herein, either City or Library may extend the Inspection Period one time for an additional thirty (30) days upon written notice to Seller on or before the expiration of the initial Inspection Period.

(d) Except for the Seller's representations expressly set forth herein, Buyer is accepting the Property in an AS-IS/WHERE-IS condition and is relying solely on its own investigation to determine the suitability of the Property for the Buyer's prospective uses.

7. Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer's and Seller's obligation to purchase and sell the Property are subject to and contingent upon the following conditions precedent, any or all of which Buyer or Seller may waive by written notice only:

(a) There will be no material adverse change in the condition of or affecting the Property not caused by Buyer between the time of Buyer's inspection of the Property and the Closing Date, including, but not limited to (i) environmental contamination, (ii) access, (iii) the availability, adequacy and cost (other than Buyer's construction costs) of or for all utilities that will be necessary to serve Buyer's proposed development (including impact fees and "tap-in" fees), and (iv) any moratorium in place or threatened (other than by the City) which would restrict or prevent Buyer from starting and continuing construction on Buyer's proposed project within 90 days after the Closing Date;

(b) The willingness of Chicago Title Insurance Company, 500 Skokie Boulevard, Suite 290, Northbrook, Illinois 60062 ("**Title Company**") to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard ALTA

form owner's policy of title insurance, insuring that (i) title to the City Parcel is vested of record in City on the Closing Date, and (ii) title to the Library Parcel is vested of record in Library on the Closing Date, subject only to the Permitted Exceptions;

(c) The City and Seller have agreed upon a restrictive covenant to be recorded by the City at Closing against the East Parcels (as defined in Section 26 below) to secure the City's post-closing covenant described in Section 26 hereof; and

(d) The City and Library have agreed upon the Cabin Easement to be recorded at Closing;

(e) Library, at its sole cost and expense, has obtained zoning approvals from the City for the expansion of the Highland Park Public Library building located at 494 Laurel Avenue Highland Park, IL 60035 (the "**Current Library**"). The required zoning approvals include, without limitation, rezoning both the Library Parcel and the property on which the Current Library is located to the PA zoning district under the "City of Highland Park Zoning Ordinance of 1997," as amended (the "**Rezoning**"). Library will have the right to pursue and obtain the Rezoning, provided all applications, requests, and efforts toward securing the Rezoning are undertaken at Library's own expense. Seller will reasonably cooperate with Library in connection with the Rezoning at no cost to Seller. Library will diligently and in good faith pursue the Rezoning. It is understood and agreed by Seller and Library that the City is under no obligation to grant any or all of the zoning approvals, and that the granting or the denial of the zoning approvals will be at the sole and absolute legislative discretion of the corporate authorities of the City. Further, a decision by City to deny any zoning approvals will not constitute a default by the City under this Agreement, nor will it entitle Seller or Library to specific performance or any remedies under this Agreement.

(f) Seller's and Buyer's representations and warranties contained herein are true and correct as of the date of this Agreement and the Closing Date. For purposes herein, a representation will be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation.

If any of the foregoing conditions precedent is not satisfied or waived in writing by Buyer, Buyer may, but will not be obligated to, elect, at its option, by notice to Seller, either to: (x) terminate this Agreement, in which event the parties hereto will have no further rights or obligations hereunder, except for those which expressly survive such termination; or (y) close without regard to the failure of such condition.

If condition precedent (c) is not satisfied or waived in writing by Seller, Seller may, but will not be obligated to, elect, at its option, by notice to Buyer, either to: (x) terminate this Agreement, in which event the parties hereto will have no further rights or obligations hereunder, except for those which expressly survive such termination; or (y) close without regard to the failure of such condition.

The foregoing election are not intended to be in derogation of, but in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties or post-closing covenants of Seller and Buyer contained herein, which representations, warranties and post-closing covenants will survive the Closing (as hereinafter defined) as herein provided.

8. Closing. The closing of the purchase and sale of the Property contemplated hereunder (hereinafter called the "**Closing**") will take place through a deed and money escrow at the offices of Title Company, on a date (hereinafter called the "**Closing Date**") agreed upon by City and Library and reasonably acceptable to Seller that is on or before the 30th day following the expiration of the Inspection

Period. On the Closing Date, the purchase and sale contemplated hereunder will take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller will execute and deliver the following documents to the City with respect to City Parcel and to Library with respect to the Library Parcel:

(i) Special Warranty Deed, in recordable form, subject only to the Permitted Exceptions;

(ii) Bill of Sale;

(iii) An owner's ALTA affidavit in a form satisfactory to enable Title Company to delete the standard preprinted exceptions from the applicable title insurance policy;

(iv) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;

(v) A Certification of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(vi) Ordinance, resolution or other documentation evidencing Seller's authority to convey the Property;

(vii) Any other documents reasonably requested by Seller, City, Library, or Title Company to consummate the contemplated transaction, including without limitation a GAP undertaking.

(b) The City with respect to City Parcel and the Library with respect to the Library Parcel will execute and deliver the following documents to the Seller:

(i) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;

(ii) Ordinance, resolution or other documentation evidencing Buyer's authority to purchase the Property; and

(iii) Any other documents reasonably requested by Seller, City, Library, or Title Company to consummate the contemplated transaction, including without limitation a GAP undertaking.

(c) The City will execute and deliver to the Title Company the restrictive covenant to be recorded against the East Parcels (as defined below) to secure the City's post-closing covenant described in Section 26 hereof, and the Cabin Easement.

(d) Library will execute and deliver to the Title Company the Cabin Easement.

(e) Buyer will pay the Purchase Price to Seller, in accordance with Section 2 of this Agreement.

(f) Seller represents that the Property currently is exempt from real estate taxes and State, County, and City real estate transfer taxes because of the ownership of the Property by Seller and,

therefore, no real estate taxes or real estate transfer taxes should be due or payable at the Closing. However, in the event it is determined, for whatever reason, that this transaction or the Property is subject to any real estate taxes or any real estate transfer taxes then Seller will pay all State and County taxes and City and Library will pay all City taxes in connection with the City Parcel and Library Parcel, respectively.

(g) Each party will be responsible for the payment of its respective legal fees, if any, incurred in connection with the closing of the transaction contemplated herein. Each Buyer will pay the premium for any owner's policy of title insurance issued in favor of the applicable Buyer, and (ii) each Buyer will pay the applicable recording fees, and escrow fees. Library will pay the cost of the Survey. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property will be prorated as of the Closing Date.

(h) Seller will surrender possession of the Property to Buyer on the Closing Date, free and clear of any other parties.

9. Seller's Warranties, Representations and Additional Covenants. Seller represents, warrants and covenants that:

(a) Seller has full power, authority and legal right, and has obtained all necessary consents and approvals, to execute, deliver, and perform its obligations under this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute Seller's legal, valid and binding obligation.

(b) Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Seller's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

(c) Seller is the sole owner of the Property, and no party other than Seller has or claims any unrecorded or undisclosed legal or equitable interest therein.

(d) Seller has not received written notice of any lawsuits pending or, threatened against or involving Seller or the Property that affect title to the Property or Seller's authority to perform this Agreement.

(e) Intentionally omitted.

(f) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property.

(g) Seller has no knowledge of (i) any written notice of any alleged violation of any federal, state or local law, statute, ordinance, order, decree, rule or regulation and any common laws regarding health, safety, radioactive materials, or the environment (collectively, "Environmental Laws") concerning to the Property that remain uncured, or (ii) any uncured violations of any Environmental Laws concerning the Property.

(h) Seller has no knowledge of the existence of any underground storage tanks on the Property.

(i) Seller will pay or cause to be paid promptly when due all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property (if any) between the date hereof and the Closing Date.

(j) Seller is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

Where the foregoing representations rely on the knowledge of the Seller, it will be interpreted to mean the knowledge of the Seller's Executive Director without the need for any investigation. The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and will be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, will survive the Closing and will not be deemed merged into any instrument of conveyance delivered at the Closing for a period of six (6) months after the closing date, thereafter, they will be deemed merged into the conveyance documents.

10. Buyer's Warranties, Representations and Additional Covenants. City and Library each represent, warrant and covenant that:

(a) Buyer has full power, authority and legal right, and has obtained all necessary consents and approvals, to execute, deliver, and perform its obligations under this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute Buyer's legal, valid and binding obligation;

(b) Buyer's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Buyer's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Buyer is a party or by which Buyer is bound;

(c) To the best of Buyer's knowledge and belief, there are no lawsuits pending or, threatened against or involving Buyer that affect Buyer's authority to perform this Agreement; and

(d) Buyer is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

Where the foregoing representations rely on the knowledge of the City, it will be interpreted to mean the knowledge of the City Manager without the need for any investigation, and where the foregoing representations rely on the knowledge of the Library, it will be interpreted to mean the knowledge of the Library Director without need for any investigation. The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Buyer, as of the date hereof, and will be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Buyer as of the date and time of the Closing, will survive the Closing and

will not be deemed merged into any instrument of conveyance delivered at the Closing for a period of six (6) months after the closing date, thereafter, they will be deemed merged into the conveyance documents.

11. Condemnation. In the event of a taking of all or any part of the Property by eminent domain proceedings prior to the Closing Date, City or Library may, at its option, terminate this Agreement by giving written notice to Seller within 10 days after Seller gives Buyer written notice of the taking or by the Closing Date, whichever is earlier, in which event all rights and obligations of the applicable parties hereunder will expire (except for those which expressly survive any termination), and this Agreement will become null and void with respect to the City Parcel or the Library Parcel, as applicable. If the Agreement is not terminated pursuant to this Section 10, this Agreement will remain in full force and effect and the Purchase Price will not be reduced, but at Closing, Seller will assign to either City or Library as applicable all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

12. Remedies.

(a) Except as otherwise expressly set forth herein, in the event of a default by City or Library under any provision of this Agreement that is not cured within five days following notice from Seller, Seller may pursue any and all available legal and equitable remedies. Termination of this Agreement with respect to either the City Parcel or Library Parcel, but not both, will result in the release of the City's post-closing covenants described in Section 26 below which will not survive any partial termination of this Agreement and Closing.

(b) In the event of a default by Seller under the terms of this Agreement that is first discovered by Buyer prior to the Closing and is not cured by Seller as provided hereunder, Buyer's remedies hereunder will be either to (i) terminate this Agreement, or (ii) seek specific performance of Seller's obligations under this Agreement. In the event that Buyer first discovers after the Closing that any representation, warranty or covenant contained herein was untrue or breached, as the case may be, as of the Closing Date, Buyer will be entitled to all remedies provided for herein or otherwise available to Buyer at law or in equity. Notwithstanding the foregoing, if Seller has sold the Property to a third party prior to the consummation of the transaction contemplated hereby, and, as a result thereof, Buyer is unable to obtain specific performance, then Buyer will have, in addition to the remedy set forth in (i) above, the right to sue Seller for actual, out of pocket damages suffered by Buyer, provided that Buyer files suit against the Seller within ninety (90) days of the Closing Date.

13. Parties/Assignment. This Agreement will be binding upon and enforceable against, and will inure to the benefit of, City, Library and Seller and their respective legal representatives, successors and permitted assigns. The parties may not directly or indirectly assign or transfer any of their rights, obligations and interests under this Agreement, to any person or entity without the prior written consent of the other party.

14. Notice. Any notices, requests, demands, tenders and communications hereunder will be in writing and may be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by recognized overnight, third party prepaid courier service (such as Federal Express); (iii) by delivering the notice in person to the party; or (iv) by electronic mail (e-mail), provided notice by e-mail will not be effective unless it is also given by another permitted means. Any notice or other communication mailed as set forth in this Section will be deemed effectively given (x) on the date of delivery if personally delivered, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to City: City of Highland Park
Attn: City Manager
1707 St. Johns Avenue
Highland Park, IL 60035
Telephone: 847-926-1000
e-mail: gneukirch@cityhpil.com

With a Copy to: Elrod Friedman LLP
Attn: Hart Passman
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Telephone: 312-528-5193
e-mail: hart.passman@elrodfriedman.com

If to Library: Highland Park Public Library
Attn: Executive Director
494 Laurel Avenue
Highland Park, IL 60035
Telephone: 847-432-0216
e-mail: hsmith@hplibrary.org and
Library-Administration@hplibrary.org

If to Seller: Park District of Highland Park
Attn: Executive Director
636 West Ridge Road
Highland Park, IL 60035
Telephone: 847-579-3119
e-mail: bromes@pdhp.org

With a Copy to: Ancel Glink, P.C.
Attn: Adam Simon
140 S. Dearborn St., 6th Floor
Chicago, IL 60603
Telephone: 847-856-5440
e-mail: asimon@ancelglink.com

15. Brokers and Commission. All negotiations relative to this Agreement and the transaction contemplated hereby have been conducted by and between Seller and Buyer without the intervention of any person as agent or Broker. Seller and Buyer each warrant and represent to the other that there will be no broker's fees or commissions payable as a consequence of this transaction. Seller and Buyer will and do each hereby indemnify and hold the other harmless from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of any dealings, negotiations or communications with the indemnifying party in connection with this Agreement or the sale of the Property.

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Seller and Buyer with respect to the transaction contemplated hereby. This Agreement will not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Buyer.

17. Waiver. Neither the failure of either party to exercise any power given the party hereunder or to insist upon strict compliance by the other party with its obligation hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. Applicable Law. This Agreement is governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

19. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of the counterparts together will constitute one and the same instrument. Electronic counterparts of this Agreement as executed by the parties will be deemed and treated as executed originals for all purposes. No enforceable agreement will exist between the parties unless and until this Agreement or separate counterparts hereof are signed and delivered by each of the parties hereto.

20. Time. Time is and will be of the essence of this Agreement.

21. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

22. Deadlines. In the event any deadline arising under this Agreement falls on a Saturday, Sunday, or legal holiday, the deadline will be automatically deemed to fall on the first business day immediately following the Saturday, Sunday, or legal holiday.

23. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and will for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto. If any term or provision of this Agreement or the application thereof to any person or circumstance will for any reason and to any extent be held to be invalid or unenforceable, then the term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to the term or provision.

24. Effective Date. The Effective Date will be the date that this Agreement is executed by Seller, the City or the Library, whichever is later.

25. No Public Disclosure. Before Closing, except to the extent required by the Open Meetings Act or the Freedom of Information Act, all press release or other dissemination of information to the media or response to requests from the media for information relating to the transaction contemplated in this Agreement will be subject to the prior written consent of the parties.

26. Post-Closing Covenants. City, Library and Seller further agree as follows:

(a) The City owns the two parcels of land located immediately to the east of the current Highland Park Public Library building located at 494 Laurel Avenue Highland Park, IL 60035, as described on **Exhibit B** attached hereto and incorporated herein (the "**East Parcels**").

(b) The City covenants and warrants the East Parcels will be preserved and maintained for public use. A restrictive covenant will be recorded against the East Parcels to secure the City's obligation. The restrictive covenant will be enforceable by the Seller against the City and its successors and assigns.

(c) Upon request of the Seller, Seller and the City will negotiate in good faith and the City will grant a recordable license agreement for the programming, installation, construction, and maintenance by Seller of a recreational space on the East Parcels, to be used for play and passive recreational activities (i.e., benches, tables or play equipment). Seller agrees to reasonably consider installation and maintenance of a playground as part of any recreational space authorized in accordance with this Section 26(c). The license agreement will provide that all construction and use of the East Parcels by Seller will be in coordination with City and Library and in compliance with all applicable local and state laws, ordinances, rules and regulations.

(d) In the event the Seller has not exercised the ability to program and construct a recreational space used for passive recreational activities on the East Parcels before the 10th anniversary of the Closing, the City may release the restrictive covenant as it relates to the East Parcels.

(e) The City and Library will cooperate together and equally share all costs pertaining to the relocation of the statue commonly known as Compassion Moves the World, and of the sculpture commonly known as Miss Nitro, each to another premises to be designated by Seller.

(f) All covenants and obligations in this Section 26 will not merge into the deed(s) and will survive the Closing as specifically set forth herein.

IN WITNESS WHEREOF, each of Seller, City and Library has caused this Agreement to be executed and attested to by its duly authorized representatives, all as of the day and year first above written.

SELLER:

PARK DISTRICT OF HIGHLAND PARK,
a Unit of Local Government of the State of Illinois

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

CITY:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

Dated: _____

By: _____

Name: Ghida S. Neukirch

Title: City Manager

ATTEST:

LIBRARY:

HIGHLAND PARK PUBLIC LIBRARY,
a municipal library

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

DRAFT

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CITY PARCEL

P.I.N. 16-23-413-018

DRAFT

EXHIBIT A-2

LEGAL DESCRIPTION OF THE LIBRARY PARCEL

P.I.N. 16-23-413-001

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF EAST PARCELS

P.I.N. 16-23-413-004; 16-23-413-005

DRAFT