



1685 West Higgins Road, Hoffman Estates, Illinois 60169
heparks.org t (847) 885-7500 f (847) 885-7523



The mission of the Hoffman Estates Park District is to offer healthy and enjoyable experiences to our residents and guests by providing first class parks, facilities, programs and services in an environmentally and fiscally responsible manner.

**AGENDA
BUILDINGS & GROUNDS COMMITTEE MEETING
TUESDAY, SEPTEMBER 11, 2018
6:30 P.M.**

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF COMMITTEE MINUTES
 - July 17, 2018
4. COMMENTS FROM THE AUDIENCE
5. OLD BUSINESS
6. NEW BUSINESS
 - A. Sale of a portion of Fairview Park to School District 54, Resolution R18-007 / M18-092
 - B. OSLAD Grant Submittal re: South Ridge Park Project / M18-093
 - C. Parks, Planning & Maintenance Board Report / M18-091
7. COMMITTEE MEMBER COMMENTS
8. ADJOURNMENT

All meetings are held in the boardroom of the Scott R. Triphahn Community Center & Ice Arena at 1685 W. Higgins Road in Hoffman Estates, unless otherwise specified. If an accommodation or modification is required to attend this public meeting please call 847-885-8500 with at least 48 hours' notice.



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**MINUTES
BUILDING AND GROUNDS COMMITTEE
July 17, 2018**

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Building and Grounds Committee was held on July 17, 2018 at 7:00 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Commissioner K. Evans (7:01 p.m.), Comm Rep Dekirmenjjan, Friedman, Poeschel, Sernett, Chairman McGinn

Absent: Comm Rep Bettencourt

Also Present: Executive Director Talsma, A&F Director Hopkins, Rec/Facilities Director Kies, Parks, Planning and Maintenance Director Huguen, Golf Director Bechtold

Audience: Commissioners Kilbridge, Kinnane, R. Evans, Bickham, President Kaplan; Comm Rep Musial, Dressler, Macdonald; IT Manager Agudelo, IT Associate Lonergan; Glenn Molley at 4235 Haman, T. Schwartz at 4190 Sturbridge, Phyllis Cherneck at 1550 Chesapeake, Sara Engelson at 3975 Charlemagne, Tom Hammond at 1355 W. Sturbridge, Robert Steinberg at 4158 Portage, Bob and Marla Florio at 3870 Anjou, Stewart Truelsen 1545 Freeman, Allen Duford 3835 Bordeaux, Gary and Nancy Koehler at 4149 Crimson, Moya and Ron Duncan at 4147 Crimson, Donally Olsen at 1395 Lake Edge, Lisa Russell at 3999 Whispering Trails, Dave Gasiorowski at 3855 Bordeaux, Pat Kelioc at 3795 Bordeaux, Bill and Sally Shoemaker at 4241 N. Sturbridge, Nancy Trenkle at 1235 Freeman, Ken and Laura Walters at 1605 Laburnum, Neelesh Wagle at 4154 Portage, Michelle and Mark Zimanek at 4152 Portage

2. Approval of Agenda:

Comm Rep Sernett made a motion, seconded by Comm Rep Poeschel to approve the agenda as presented. The motion carried by voice vote.

3. Approval of the Minutes:

Comm Rep Poeschel made a motion, seconded by Comm Rep Sernett to approve the minutes of the June 19, 2018 meeting as presented. The motion carried by voice vote.

4. Comments from the Audience:

None

5. Old Business:

None

6. New Business:

A. South Ridge splash pad/OSLAD Grant/M18-076:

Executive Director Talsma reviewed the item. He also explained the purpose of the B&G Committee i.e. that of making recommendations to the Board with regard to parks, building, etc. that would include the application for the OSLAD grant. He explained that the State of Illinois had \$29,000,000 to offer in OSLAD grants and that in the past, the park district had applied for and received over \$6,000,000. He also explained that the district had been looking at the north side of Hoffman Estates for a water feature. It was noted that a number of features in South Ridge were scheduled for replacement in the next few years and it would be an opportune time to evaluate options at that park. He also explained that the district could receive up to \$400,000 in matching grant money and that this was a very preliminary plan looking for community input. It was noted that there were 4 splash pads in Hoffman Estates: Princeton, Community, Vogelei and Tropicana. He made note of the petition the district had received in support of the project with 200 signatures.

Executive Director Talsma explained that staff was looking for a recommendation from the B&G Committee to recommend the board approve the application for the grant and explained that if the district did not receive the grant they would look at renovations to the area as scheduled but might not be able to include all of the amenities.

Director Huguen reviewed the proposed layout noting the following:

- Parking Lot: Presently 20 spaces and would be doubled and fully landscaped.
- Splash Pad: Largest pad in Hoffman is 2000 sq. ft. and staff would be looking at 4000 sq. ft. for S. Ridge along with a filtration system to recycle the water.
- Restrooms: To be included in the same building as the filtration system.
- Playground: New, located next to the splash pad for 2-5 and 5-12 year olds using ADA acceptable playground surface equal to that in Black Bear Park. Add benches and tables. Remove old playground.
- Paths: to be redesigned to be ADA acceptable.
- Gazebo: Add
- Sand Volleyball: move closer to the pond.
- Adult Fitness Area: Similar to Ninja Warrior type of fitness opportunity.
- Ball Field: Keep ball field in same area
- Dock: Place new dock in same area.

Commissioner K. Evans asked if the paths were currently ADA acceptable and staff noted that they were, but the paths throughout the park would need to be reviewed.

Chairman McGinn asked about the small playground and it was noted that it held 2-5 and 5-12 equipment but on a much smaller scale.

Comm Rep Sernett asked what a splash pad was and Director Huguen distributed a diagram of the splash pad. Executive Director Talsma explained that it was similar to a water sprinkler but with some very cool amenities.

An unidentified homeowner asked if it would require lifeguards and it was noted that it would not.

Dave Gasiorowski asked if the additional equipment would increase traffic. Director Huguen noted that he would expect to see between 30 – 65 additional people at the area in increments of 10 to 15 at a time, primarily on foot. Executive Director Talsma explained that the district would not program the area so there should not be any large additional crowds.

Nancy Trenkle asked if the Montessori School would be bringing children and Executive Director Talsma noted that it was a public park so that might be an option, however, they did have a large playground of their own. Director Huguen noted that the pad would have water from May to September depending on the weather.

Comm Rep Musial asked about safety and the proximity to the lake. Executive Director Talsma noted that staff would be looking at that issue and Director Huguen noted that there would be heavy landscaping between the amenities and the street.

Mark Zimanek of 4152 Portage asked about benches and Director Hugen noted that they would be added. Mr. Zimanek noted that he believed much of the traffic would be on foot.

Bill Shoemaker of 4241 N. Sturbridge noted that the present playground gets a lot of use and they might not want to lose that area. Executive Director Talsma noted that the new playground would be larger and newer and probably draw the users to that area.

Comm Rep Musial noted that the present playground was closer to the other side of the lake and not up a hill like the new one will be. Director Hugen noted that the hill would have to be re-graded to meet ADA requirements.

A homeowner at 4150 Portage asked if they would segregate the 2-5 and 5-12 equipment. Executive Director Talsma explained that they would have separate areas within the same location.

Donnally Olsen of 1395 Lake Edge asked when the project would begin and be completed. Executive Director Talsma noted that it would be for 2019 and completed in the same year. Ms. Olsen asked if the district would be using tax dollars and Executive Director Talsma explained that funds had been earmarked for the next 5 years for repairs and that the district would use funds from the reserve accounts for their portion of the renovations. He went on to explain that the district was allowed the CPI increase annually but they would have to go to referendum for additional tax dollars (such as a pool versus a splash pad).

Stewart Truelsen of 1545 Freeman noted that residents used to skate on the pond. Executive Director Talsma noted that PDRMA regulated ice usage and required 8-10 inches of thickness now. It was noted that maintenance staff checked the ice weekly for thickness but it was rare to see a green flag.

Tom Hammond of 1355 W. Sturbridge asked about the project completion date and Director Hugen said it would be about 2 – 5 months after start. Executive Director Talsma noted it would be completed the same year.

Mr. Hammond asked about amenities for dog walkers and Executive Director Talsma noted that those could be options, i.e. bag stands and drinking fountains.

Commissioner Kilbridge noted that the OSLAD grant process had a time limit on project completion. Executive Director Talsma noted it was 2 years; however, the district would be required to make full payment up front and be reimbursed for the OSLAD grant after completion.

Britt Sanfilippo asked about the accessibility and Director Huguen explained that the paths and fall surfaces as well as play features would have to meet ADA requirements and that there would be ramps to access the play features.

Allen Duford of 3835 Bordeaux asked about the ROI and if rental revenue would be used. Executive Director Talsma noted that ROI was in reference to the water filtration system and the district expected the filtration system to pay for itself in recycled water within 13 years. The district did not expect to use rentals from the park area to pay back the cost of park amenities. Director Huguen noted that the park would only be open from dawn to dusk. Mr. Duford noted that he liked the green space to be provided.

Sara Engelson of 3975 Charlemagne asked how long it would be open. Director Huguen noted that the park itself would be open from dawn to dusk and that the splash pad water would be available from approximately 11 am to dusk meaning that children could activate the water features during that time. It was noted that the water would not run unless someone activated it.

Dr. Steinberg of 4158 Portage commended staff on the plan. He noted that 80% of the residents lived east, west or north of the original playground and suggested that they not remove the old playground until they could determine that the participants wanted to migrate to the newer, bigger playground. He asked where the funding for the OSLAD grants came from, wondering if it was federal dollars. Dr. Steinberg asked if the community reps visited S. Ridge in the last two weeks.

Dr. Steinberg also asked if they would change the grade coming east from Huntington Park and Director Huguen said they would be looking at that. Dr. Steinberg also noted that it would be a good kind of traffic (foot traffic) coming through the area and would increase home values.

Comm Rep Musial asked about the original idea of a splash pad at Safety Town by WRC. Executive Director Talsma noted that staff was concerned about a splash pad in that area near Algonquin Road and that S. Ridge was more centrally located. He noted that staff was looking to add more green space to WRC.

Comm Rep Musial asked about adding pickle ball lines to the tennis courts at S. Ridge and Executive Director Talsma noted that the court was scheduled to be repaired within the next 3 years and staff would look at re-lining.

Mark Zimaneck of 4152 Portage asked about future contact and additional input. Executive Director Talsma asked anyone interested in participating in a focus group on this project to make sure they signed in with contact information.

Dr. Steinberg asked if there was funding from Land and Water Conservation and Director Huguenot noted that they did not have grant money available at this time.

A homeowner asked for a diagram of plan and it was noted that it was located on the district's web site under the Building and Grounds Committee meeting for July 17, 2018.

Comm Rep Poeschel made a motion, seconded by Comm Rep Sernett to recommend the board approve proceeding with the South Ridge Community Park project OSLAD Grant application once applications may be submitted as outlined in M18-076. The motion carried by voice vote.

B. Parks, Planning & Maintenance Board Report and 2Q2018 Goals/M18-074:

Director Huguenot noted that the test drive for the small bus had been cancelled because of short notice. He also explained that he has spoken with AirServe and suggested that staff and volunteers take a test drive on a switched out bus before making the decision to upgrade to the new shock system at a cost of \$10,000.

Commissioner Kinnane suggested contacting 50+ members to see if they wanted to be part of the test drive. It was noted that they were all in favor of the upgrade.

Dr. Steinberg suggested that all Comm Reps visit all parks prior to taking any vote on action in those parks. Executive Director Talsma noted that they would be visiting South Ridge on the Park Tour in August.

Comm Rep Sernett made a motion, seconded by Comm Rep Friedman to send the PPM Board Report and 2Q2018 Goals to the board as presented. The motion carried by voice vote.

7. **Committee Member Comments:**

Comm Rep Sernett noted that it was a very informative meeting.

8. **Adjournment:**

Comm Rep Dekirmenjian made a motion, seconded by Comm Rep Poeschel to adjourn the meeting at 8:15 p.m. The motion carried by voice vote.

Respectfully submitted,

Craig Talsma, Secretary
Peg Kusmierski, Recording Secretary

MEMORANDUM NO. M18-092

To: Buildings & Grounds Committee
From: Craig Talsma, Executive Director
Re: Resolution authorizing the transfer of a portion of Fairview Park property to School District 54
Date: September 6, 2018

Background

In February 2018 the park district entered into an Intergovernmental Agreement with Schaumburg Community Consolidated School District 54 (SD54) to transfer the Twinbrook school property to the park district after the demolition of the school. (See attached Intergovernmental Agreement as well as Ordinance O18-002, which were both approved by the Board in February).

Implications

Paragraph 13 of the Intergovernmental Agreement, “*Option to Purchase*”, addresses the school district’s interest in acquiring approximately 1.173 acres of property within Fairview Park which is located adjacent to the school district’s Fairview Elementary School located at 341 Arizona Blvd, Hoffman Estates.

The district’s acceptance and purchase of the Twinbrook site provides the option to SD54 for the purchase of the Fairview land. In essence, the park district agreed to this land swap when we approved the IGA. Should the park district not authorize the Resolution for the Fairview sale, we would jeopardize our ability to receive the Twinbrook site.

SD54 submitted a letter to the park district dated August 13, 2018 exercising their option to purchase a portion of the Fairview Park site (attached). On September 6, 2018, SD54 passed and approved their ordinance to purchase the 1.173 acres from the park district for \$1.08 per square foot, or the total sum of \$55,169.64 which is the same price per square foot that the district is paying for the Twinbrook land. (See attached map).

Attached is the park district’s Resolution No. R18-007 authorizing the transfer of property to School District 54 as outlined in the Intergovernmental Agreement and SD54’s Option to Purchase letter dated August 13, 2018. Once this Resolution is approved, the District will simultaneously close on both the Twinbrook and Fairview properties.

Recommendation

Staff recommends the B&G Committee recommend that the board approve Resolution No. R18-007 *Authorizing the Transfer of Property from the Hoffman Estates Park District to the Board of Education of Schaumburg Community Consolidated School District 54* as outlined in the Intergovernmental Agreement and the Option to Purchase letter dated 8/13/2018 from SD54.

LEGEND	
	AREA LIGHT (AL)
	CATCH BASIN (CB)
	CONCRETE PARKING BUMPER
	CURB (SH) (CO)
	FIRE HYDRANT (FH)
	GAS METER (GM)
	HANDICAPPED PARKING SPACE
	MANHOLE COVER (MH)
	MONITOR WELL (MW)
	OVERHEAD WIRES (OW)
	POLE BOLAND (PB)
	SIGN (S)
	STREET LIGHT STANDARD (SLS)
	TRAFFIC CONTROL LIGHT (TCL)
	WATER VALVE (WV)
	WOOD SERVICE POLE (WSP)
	TREE
	EVERGREEN TREE
	PROPERTY BOUNDARY
	PARCEL LINES
	EASEMENTS

PROPERTY DESCRIPTION

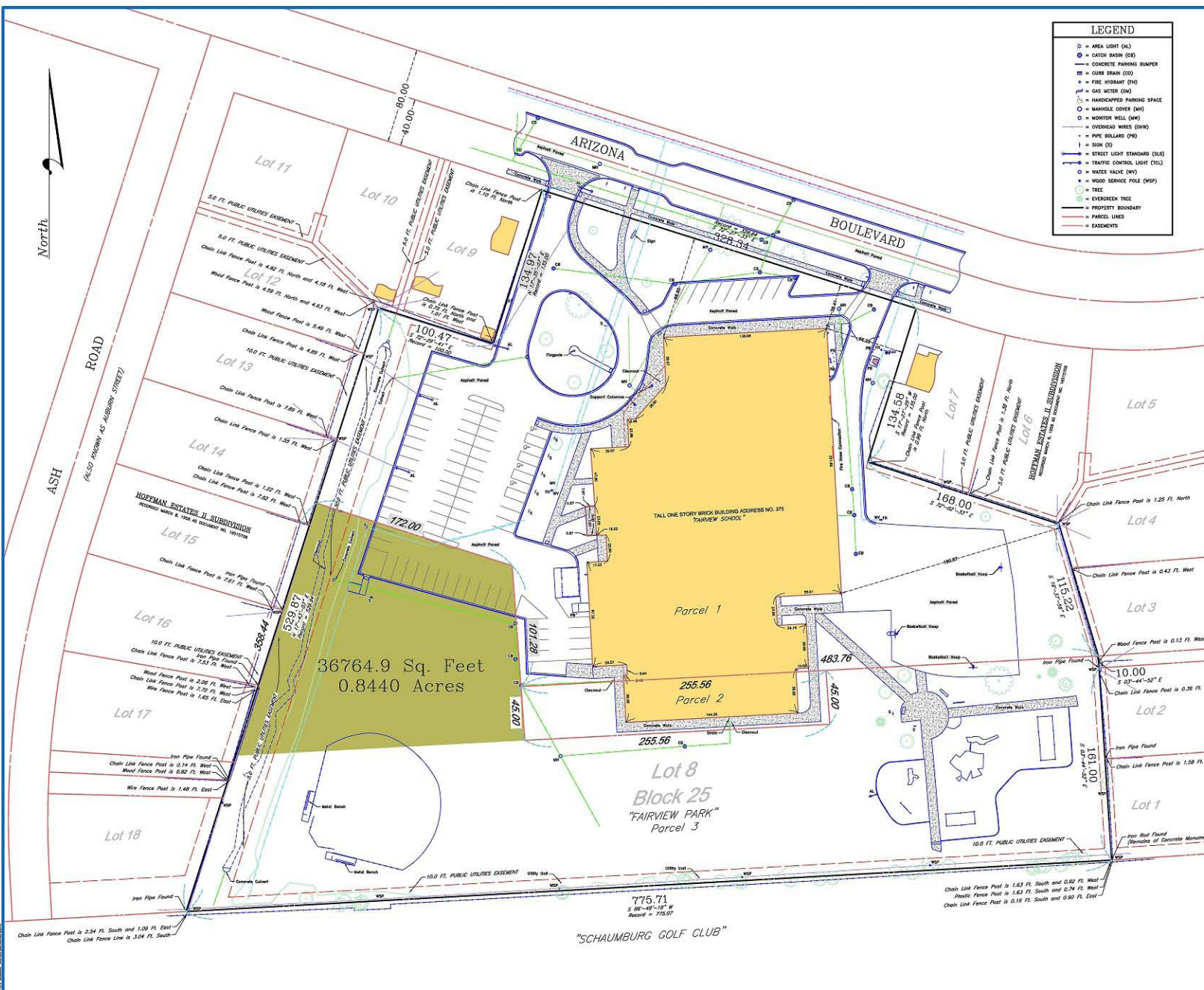
OVERALL PARCEL:
 LOT 8, BLOCK 25 IN HOFFMAN ESTATES 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1989) OF THE NORTHWEST QUARTER OF SECTION 14, AND OF THE NORTHWEST QUARTER OF SECTION 15, AND OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT THEREOF RECORDED MARCH 4, 1996, AS DOCUMENT 6519708 IN COOK COUNTY, ILLINOIS, EXCEPT THAT NORTH BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 308.44 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 172.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 70 DEGREES 49 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 101.35 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 30 DEGREES 49 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 483.78 FEET TO THE EASTERN LINE OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG SAID EASTERN LINE, A DISTANCE OF 171.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID LOT 8, A DISTANCE OF 770.38 FEET TO THE PLACE OF BEGINNING.

PARCEL 1:
 LOT 8, BLOCK 25 IN HOFFMAN ESTATES 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1989) OF THE NORTHWEST QUARTER OF SECTION 14, AND OF THE NORTHWEST QUARTER OF SECTION 15, AND OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT THEREOF RECORDED MARCH 4, 1996, AS DOCUMENT 6519708 IN COOK COUNTY, ILLINOIS, EXCEPT THAT NORTH BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 308.44 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 172.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 70 DEGREES 49 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 101.35 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 30 DEGREES 49 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 483.78 FEET TO THE EASTERN LINE OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG SAID EASTERN LINE, A DISTANCE OF 171.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID LOT 8, A DISTANCE OF 770.38 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:
 THAT PART OF LOT 8, BLOCK 25 IN HOFFMAN ESTATES 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1989) OF THE NORTHWEST QUARTER OF SECTION 14, AND OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT THEREOF RECORDED MARCH 4, 1996, AS DOCUMENT NO. 1917819 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 308.44 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 172.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 70 DEGREES 49 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 101.35 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 30 DEGREES 49 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 483.78 FEET TO THE EASTERN LINE OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG SAID EASTERN LINE, A DISTANCE OF 171.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID LOT 8, A DISTANCE OF 770.38 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:
 THAT PART OF LOT 8, BLOCK 25 IN HOFFMAN ESTATES 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1989) OF THE NORTHWEST QUARTER OF SECTION 14, AND OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT THEREOF RECORDED MARCH 4, 1996, AS DOCUMENT NO. 1917819 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 308.44 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 172.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 70 DEGREES 49 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 101.35 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 30 DEGREES 49 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 483.78 FEET TO THE EASTERN LINE OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG SAID EASTERN LINE, A DISTANCE OF 171.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERN LINE OF SAID LOT 8, A DISTANCE OF 770.38 FEET TO THE PLACE OF BEGINNING.

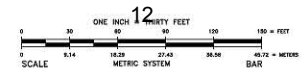
EXCEPTING THEREFROM ALL THAT PART OF PARCEL 3 DESCRIBED ABOVE ALL BEING SITUATED IN SCHLAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS.



36764.9 Sq. Feet
 0.8440 Acres

Lot 8
 Block 25
 "FAIRVIEW PARK"
 Parcel 3

"SCHLAUMBURG GOLF CLUB"



SHEET: 1 OF 3
 PIN NO: 07-05-117-022-000
 ADDRESS: FAIRVIEW SCHOOL
 375 ARIZONA BOULEVARD
 HOFFMAN ESTATES, ILLINOIS 60140
 SCALE: ONE INCH = THIRTY FEET
 ORDER NO: 08-15248
 ORDERED BY: MR. RIC KING
 FOR SCHLAUMBURG CCSD 64
 COMPARE ALL POINT BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON HEREIN BY CONTRACT. THESE RESTRICTIONS, POLICY AND ZONING ORDINANCE, BASIS OF BEING SHOWN HEREON HAVE BEEN ADVISED BY PERMITS OR WARRANTIES WERE NOT SET AT THE CLIENT'S REQUEST.
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENTLY ADOPTED MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 STATE OF ILLINOIS
 COUNTY OF DUROISE
 COUNTY OF DUROISE
 I, DWAYN N. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
 DATED AT ROSELLE, FEBRUARY 15, 2019

NOTE: UNDERGROUND UTILITIES SHOWN HEREON, HAVE BEEN PLOTTED WITH THE AID OF AVAILABLE RECORDS FOR LOCATIONS OF UNDERGROUND UTILITY MAPS. PLEASE CONTACT J.A.L.L.E. BY CALLING 611 OR 1-800-882-0123.

HOFFMAN ESTATES PARK DISTRICT

RESOLUTION NO. R18-007

**A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY
FROM THE HOFFMAN ESTATES PARK DISTRICT
TO THE BOARD OF EDUCATION OF SCHAUMBURG COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 54**

WHEREAS, the Board of Education of Schaumburg Community Consolidated School District 54 (“School District”) is organized for the purposes of owning, operating, and maintaining a system of public parks and open spaces, and the territory of the School District lies in part within the corporate limits of the Hoffman Estates Park District; and

WHEREAS, the Hoffman Estates Park District owns the property described in Exhibit “A” attached to and by this reference incorporated into this Resolution (“Transfer Property”); and

WHEREAS, the School District, on September 6, 2018, passed and approved an ordinance declaring that it is necessary or convenient for the School District to use, occupy, and improve the Transfer Property for public purposes and requesting that the Park District transfer the Transfer Property to the School District, all in accordance with the provisions of the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (“Property Transfer Act”); and

WHEREAS, the Board of Park Commissioners of the Park District desire to transfer the Transfer Property to the School District, pursuant to the authority conferred by the Property Transfer Act;

NOW, THEREFORE, BE IT RESOLVED by the corporate authorities of the Hoffman Estates Park District, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. Approval and Authorization for Transfer of Property to School District. The Board of Park Commissioners hereby (a) approve transfer of the Transfer Property to the School District, (b) authorize the Board President to execute a deed to accomplish the transfer, (c) authorize the Board Secretary to attest and to seal such deed with the Park District’s corporate seal, and (d) authorize the Board President and Board Secretary to take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the School District, to transfer all of the Park District’s rights and title in the Transfer Property to the School District, on the terms set forth in that certain Offer Letter dated August 13, 2018, which is not inconsistent with that certain Intergovernmental Agreement dated February 27, 2018, mutually agreed on by the School District and the Park District.

Section 3. Effective Date. This Resolution will be in full force and effect from and after its passage by a vote of two thirds of the members of the corporate authorities now holding office and approval.

PASSED this ____ day of _____ 2018.

AYES:

NAYS:

ABSENT:

HOLDING OFFICE:

APPROVED this ____ day of _____ 2018.

By: _____
Board President

ATTEST:

Board Secretary

Exhibit "A"

PARCEL 4:

THAT PART OF LOT 8, BLOCK 25 IN HOFFMAN ESTATES 2, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, AND OF THE NORTHEAST QUARTER OF SECTION 15, AND OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT THEREOF RECORDED MARCH 8, 1956, AS DOCUMENT 16515708 IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 17 DEGREES 43 MINUTES 03 SECONDS EAST BEING AND ASSUMED BEARING ON THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 115.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 17 DEGREES 43 MINUTES 03 SECONDS EAST ON THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 242.94 FEET; THENCE SOUTH 72 DEGREES 16 MINUTES 57 SECONDS EAST, BEING PERPENDICULAR TO THE WEST LINE OF SAID LOT 8, A DISTANCE OF 172.00 FEET; THENCE SOUTH 04 DEGREES 08 MINUTES 56 SECONDS EAST 146.28 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 16 SECONDS EAST 255.56 FEET; THENCE NORTH 04 DEGREES 08 MINUTES 56 SECONDS WEST 45.00 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 16 SECONDS EAST 59.58 FEET; THENCE SOUTH 04 DEGREES 08 MINUTES 56 SECONDS EAST 45.00 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 16 SECONDS EAST 20.52 FEET; THENCE SOUTH 04 DEGREES 08 MINUTES 56 SECONDS EAST 20.00 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES 16 SECONDS WEST 585.81 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 51,083 SQUARE FEET OR 1.173 ACRES, MORE OR LESS

THIS DOCUMENT HAS BEEN
PREPARED BY AND RETURN TO:
Paul Millichap
Franczek Radelet P.C.
300 S. Wacker Drive
Suite 3400
Chicago, IL 60606
(312) 986-0300

Reserved for Recorder

**INTERGOVERNMENTAL AND REAL ESTATE SALE
AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
SCHAUMBURG COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 54, COOK COUNTY, ILLINOIS AND THE BOARD OF
COMMISSIONERS OF THE HOFFMAN ESTATES PARK DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of January, 2018, by and between the Board of Commissioners of the Hoffman Estates Park District, an Illinois park district, ("Purchaser" or "Park District") and the Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, an Illinois public school district ("Seller" or "School District").

WITNESSETH:

WHEREAS, Seller currently holds title to the parcel of real estate located at 1035 Ash Road, Hoffman Estates, Illinois, commonly known as Twinbrook School and further identified as all or a portion of P.I.Ns 07-14-107-020-0000 and 07-14-107-021-0000 (per the survey completed by Compass Surveying Company), legally described on Exhibit "A" attached hereto and made a part hereof (said real estate, together with any improvements, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the "Real Estate"); and

WHEREAS, Seller provides educational services to students in several cities and villages and their affiliated park districts, including, but not limited to, the Hoffman Estates Park District; and

WHEREAS, Purchaser desires to purchase the Real Estate from Seller, and Seller desires to sell the Real Estate to Purchaser, upon the terms and conditions hereinafter set forth; and

WHEREAS, Seller is transferring the Real Estate to Purchaser in the spirit of intergovernmental cooperation so as to benefit and enrich both the Seller's and Purchaser's constituents; and

WHEREAS, pursuant to Sections 5-22 and 5-23 of the Illinois School Code (105 ILCS 5/5-22 and 5-23) and Section 2 of the Local Government Property Transfer Act (50 ILCS 605/2), Seller has the authority to transfer title of the Real Estate to Purchaser and/or exchange title of the Real Estate with Purchaser upon such terms as may be agreed upon by the parties; and

WHEREAS, the Seller and Purchaser are further authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Seller and Purchaser desire to utilize the powers granted them under Article VII, Section 10 of the Illinois Constitution, the Local Government Property Transfer Act and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into this Agreement; and

WHEREAS, Purchaser has determined that it has an interest in acquiring the Real Estate; and

WHEREAS, Seller has determined, by two-thirds of its Board of Education, that the Real Estate is unnecessary, unsuitable or inconvenient.

NOW, THEREFORE, in consideration of the mutual covenants and promises of Seller and Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of Ten Dollars (\$10) ("Purchase Price"), plus or minus prorations at the time of Closing, as hereinafter defined.
2. **Conveyance.** At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Quit Claim Deed (the "Deed") the Real Estate, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Purchaser; and (c) covenants, conditions and restrictions of record.
3. **Survey.** Seller shall obtain, at its cost, a survey of the Real Estate prepared in accordance with current Land Title Survey standards. Seller shall provide Purchaser with an original of said survey (hereinafter "Survey").
4. **Evidence of Title.** Seller shall obtain, at its cost, a current title commitment from Chicago Title Insurance Company (hereinafter referred to as the "Title Company") for an owner's title insurance policy in an amount satisfactory to Purchaser. Seller shall provide Purchaser with a copy of the title commitment. The aforesaid commitment shall show title in the intended grantor or in Purchaser, subject only to the title exceptions set forth in Paragraph 2 hereof. The title commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by the title policy subject only to the exceptions therein stated.

If Purchaser has an objection to items disclosed in the Commitment or the Survey provided for herein, Purchaser shall have fifteen (15) business days after receipt of both the Commitment and the Survey (“Objection Period”) to make written objections to Seller concerning matters shown on the Commitment or Survey. If Purchaser makes objections, Seller shall have thirty (30) calendar days from the receipt thereof (“Cure Period”), to cure Purchaser’s objections. If the written objections are not cured or satisfied within the Cure Period, Purchaser shall, as Purchaser’s sole and exclusive remedy, elect in a writing delivered to Seller within fifteen (15) business days after the expiration of the Cure Period, either (i) to terminate this Agreement, or (ii) to proceed with this Agreement, in which event the Purchaser shall have the right to deduct from the Purchase Price any amount necessary to cure all liens and encumbrances of a definite or ascertainable amount. If Purchaser does not so notify Seller within fifteen (15) business days after the expiration of the Cure Period, Purchaser shall be deemed to have elected to proceed with this Agreement, in which event the Purchaser shall have the right to deduct from the Purchase Price an amount necessary to cure all liens and encumbrances of a definite or ascertainable amount. If Purchaser fails to timely notify Seller in writing of any such objections during the Objection Period, it shall be deemed that Purchaser has approved and found the Commitment, the Survey and all matters reflected on or in any of them to be acceptable and permitted hereunder and Purchaser agrees to take title to the Property subject to such matters. Any items to which Purchaser does not object in writing within the Objection Period or to which Purchaser does object but subsequently waives (or is deemed to have waived) such objection shall be deemed to be a permitted exception(s) (“Permitted Exceptions”).

The Purchaser shall be responsible, at its expense, for obtaining a title policy for the Real Estate.

5. **As-Is Condition.** Purchaser acknowledges that it is acquiring the Real Estate on an “AS- IS” basis without any representations or warranties whatsoever, unless specifically set forth in this Agreement. Purchaser further acknowledges that it has inspected the Real Estate and that it accepts the Real Estate in its “AS-IS” condition.
6. **Closing.** The Closing of the transaction herein described (the “Closing”) shall be within 30 days of May 15, 2018 or as mutually agreed (or on the date to which such time is extended by reason of Paragraph 4 or 11 hereof, whichever date is later) at the offices of the Title Company or at such other location as the parties hereto mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money Escrow then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be

made through the escrow and the cost of said escrow shall be shared equally by the parties.

7. **Delivery of Possession.** Seller shall deliver possession and control of the Real Estate on the day of the Closing.
8. **Closing Adjustments.** In the event the Real Estate is not exempt from real estate taxes, Purchaser shall receive a credit at the Closing for general real estate taxes and any other applicable charge levied against the Real Estate not yet due or payable or due but not yet paid. The amount of any general real estate taxes not then ascertainable shall be credited on the basis of One Hundred Five Percent (105%) of the amount of the most recently ascertainable taxes. All proration shall be final. Any stamp tax imposed by law by the State of Illinois, the County of Cook, and any municipality, on the transfer of title shall be paid in accordance with local custom or as provided by law or ordinance. The Parties agree that transaction should be exempt from real estate transfer stamps pursuant to paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law.
9. **Covenants, Representations, and Warranties.** In order to induce Purchaser to enter into this Agreement, Seller hereby represents to Purchaser as of the date hereof and as of the date of Closing that, to the best of Seller's knowledge:
 - A. **Authority of Seller.** Seller has full power to execute, seal, acknowledge and deliver this Agreement, and to consummate each and all of the transactions contemplated hereby.
 - B. **Violation of Laws.** Seller has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations and restrictions pertaining to or affecting the Real Estate.
 - C. **Notice of Legal Proceedings.** Seller has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the Real Estate, including but not limited to any environmental laws and regulations.
 - D. **Foreign Status of Seller.** Section 1445 of the Internal Revenue Code (the "Code") does not apply to this transaction in that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations). On or before the date of the Closing Seller shall provide, if required by law, Purchaser with an affidavit of compliance with Section 1445, as set forth in the Code and applicable Regulations. If Seller fails to provide the necessary affidavit and/or documentation of exemption on or before the date of Closing, or if Purchaser has reason to believe such affidavit is false or incorrect, Purchaser shall have the right to proceed with the withholding provisions as set forth in Section 1445 of the Code.

- E. Notice of Action. From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate given pursuant to any threatened or actual litigation or any Federal, state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the Real Estate or the use thereof.
 - F. Prohibition on Encumbrances. Between the date of this Agreement and the Closing Seller shall not:
 - (1) Create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance in any way affecting the Real Estate; and
 - (2) Enter into any contracts or agreements pertaining to the Real Estate (excluding those contracts related to the demolition work described in paragraph 12 below) without first obtaining the written consent of Purchaser.
10. Provisions with Respect to the Closing. At the Closing, Seller shall deliver or cause to be delivered to the Purchaser the following documents ("Closing Documents"):
- A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code, if required by law;
 - B. Affidavit of Title in customary form;
 - C. Closing Statement executed by the parties;
 - D. Applicable Real Estate Transfer Declarations;
 - E. Quit Claim Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions;
 - F. Owner's Title Insurance Policy issued by Chicago Title; and
 - G. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the Title Commitment described in Paragraph 4 hereof.
11. Conditions to Purchaser's Obligations to Close. Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) unless each and every one of the following conditions shall have been satisfied:

- A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
- B. The Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to the terms and provisions hereof.
- C. Seller shall have caused the work described in Section 12 to be completed according to the terms and conditions thereof.
- D. Seller shall have delivered to Purchaser all final lien waivers and contractors' sworn statements demonstrating that all labor and materials consumed in the demolition and restoration of the Real Estate have been paid in full.

12. **Demolition Activities and Cost Sharing.**

- A. Seller has solicited bids for the demolition of the school building and related improvements currently located on the Real Estate and adjoining property. Seller is prepared to accept the bid of apparent low bidder and award a contract in the amount of Three Hundred and Twenty Thousand Dollars (\$320,000) to a demolition contractor to accomplish said demolition and to grade the Real Estate and seed the same.
- B. Purchaser has agreed to share the cost of said demolition work by reimbursing Seller for one-half of Seller's out-of-pocket costs, not to exceed the \$320,000 demolition bid price, upon completion of the work, said payment to be made prior to or at the Closing.
- C. Purchaser is prepared to grant Seller the temporary use of its adjoining property to assist Seller and its contractor with the aforementioned demolition work.
- D. Before commencing any work by an outside contractor on Purchaser's property Seller shall furnish Purchaser with insurance coverage satisfactory to Purchaser. The coverage and limits under the policies of insurance shall be subject to Purchaser's decision and approval, and shall name Purchaser, its officers and employees, as named insureds. Additionally, Seller shall furnish Purchaser with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Seller against any and all liabilities which may arise out of or be connected in any way with said demolition, alterations, changes and improvements. Seller shall cause all contracts with outside contractors to contain an indemnification provision substantially similar to the following language:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and Hoffman Estates Park District and

shall indemnify and hold harmless the Owner, Hoffman Estates Park District and their officers, officials, employees, volunteers and agents ("Indemnitees") from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Indemnitees would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, 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 Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

- E. All work related to the demolition and restoration of the Real Estate shall be executed in compliance with the Prevailing Wage Act. Seller shall acquire and retain certified payrolls from any outside contractors performing labor on the Real Estate.
- F. Before issuing a certificate of substantial completion, the Seller shall grant Purchaser an opportunity, for ten days after receipt of notice, to inspect the Real Estate and the restoration work. If Purchaser discovers any defects in labor or materials during its inspection, the Purchaser may deliver notice of its objections to Seller, which shall cause such objections to be corrected. Purchaser's failure to deliver any objections shall not be deemed a waiver of any claims against third party contractors or the guarantee described in paragraph G below.
- G. School District shall permit the Park District to participate in pre-construction and construction meetings and inspections related to the restoration work and to review and approve as-built plans prepared following all restoration work on the Real Estate, including the grading and seeding.

13. **Option to Purchase.** As further consideration for Seller's sale of Real Estate and other activities specified in this Agreement, Park District hereby grants School

District an irrevocable Option to Purchase a portion of Park District's property located adjacent to School District's Fairview School at 341 Arizona Boulevard, Hoffman Estates, Illinois, ("Offer Property"). In that regard, Park District shall not sell, agree to sell, or market the Offer Property, or any portion thereof, without first offering to sell such to School District ("Offer"). The word "sell" as used in this Paragraph 13 shall include any transfer, exchange, conveyance, assignment or pledge of all or any portion of the Offer Property. School District shall present its Offer to Park District in writing on substantially the same reasonable terms and conditions that are set forth above in paragraphs 1-11 of this Agreement. School District's Offer shall, at a minimum, include the following: (a) description of the property to be acquired by School District (which shall consist of an Offer Property parcel of approximately one acre), (b) the purchase price (which shall be based upon a price per square foot calculation roughly equivalent to the price attributable to the Real Estate being acquired by the Park District above (as calculated by reference to the survey completed by Compass Surveying Company)), and (c) the time of closing (which should be accomplished simultaneously with the sale of the Real Estate described above).

14. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by electronic facsimile transmission, or (iii) personally delivered by hand against receipt therefor to the parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, electronic facsimile transmission, or, if mailed, on the date of receipt.

If to Seller: Schaumburg Community Consolidated
School District 54
524 East Schaumburg Road
Schaumburg, IL 60194-3510
Attn: Superintendent

If to Purchaser: Hoffman Estates Park District
1685 W. Higgins Road
Hoffman Estates, IL 60169
Attn: Executive Director

15. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities,

including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

16. **Business Days.** If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or holiday, the date shall be deferred until the first business day following such a date. This Agreement contains the entire agreement between the parties hereto relative to the sale of the Real Estate and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
17. **Broker.** Seller hereby represents to Purchaser that Seller has not had any dealings with respect to the Real Estate and this Agreement with any broker or real estate dealer. Seller agrees to indemnify, defend and hold Purchaser harmless against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
18. **Waiver.** Purchaser and Seller reserve the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.
19. **Binding Effect and Survival.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. All obligations contained in this Agreement that are not satisfied at Closing shall survive Closing and shall not merge with the Deed, but shall continue to be valid and enforceable obligations of the respective party until such obligations are satisfied.
20. **Captions.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
21. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof.
22. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supersedes any prior negotiations between the parties.

23. **Amendment.** This Agreement may only be amended by written agreement of both parties.
24. **Recording.** Purchaser or Seller may cause this Agreement to be recorded at Closing and shall be responsible for all costs associated therewith.
25. **Default.** In the event that either party to this Agreement is considered to be in default of any term or provision of this Agreement, the non-breaching party shall tender written notice of the alleged default to the other party stating in detail the alleged default and the relevant provisions of this Agreement at issue. The defaulting party shall have thirty (30) days from receipt of the notice to take action to remedy the alleged default. If the alleged default has not been remedied within the aforementioned thirty (30) day period, the non-breaching party may then take any action in law or equity to enforce its rights under this Agreement.
26. **Effective Date.** This Agreement shall be deemed dated and become effective on the date on which the last of the parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, Seller (the School District) pursuant to the authority duly granted by the adoption of a [Motion/Resolution] by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; and Purchaser (the Park District) pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

**BOARD OF COMMISSIONERS OF THE
HOFFMAN ESTATES PARK DISTRICT**

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

Dated: _____

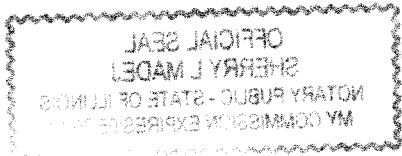
**BOARD OF EDUCATION OF
SCHAUMBURG COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
54, COOK COUNTY, ILLINOIS**

By: *[Signature]*
Its President

ATTEST:

By: *[Signature]*
Its Secretary

Dated: 1/18/18



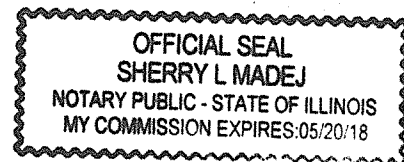
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mary Kay Prusnka and Bob Kaplan, personally known to me to be the President and Secretary of Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, and also known to me to be same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Schaumburg Community Consolidated School District 54, Cook County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 18 day of January, 2018.

Sherry L Madej
Notary Public

My Commission Expires: 5/20/18



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the Board of Commissioners of the Hoffman Estates Park District, and also known to me to be same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by the Board of Commissioners of the Hoffman Estates Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Commissioners of the Hoffman Estates Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Commissioners of the Hoffman Estates Park District, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Commissioners of the Hoffman Estates Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Real Estate

Commonly Known as Twinbrook School

J:\Pdata\2017 Projects\17.0395\Legal Descriptions\2017-03-06 Legal as surveyed.docx

LEGAL DESCRIPTION

LOT 9 IN BLOCK 8 IN HOFFMAN ESTATES 1, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HIGGINS ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1612242, IN COOK COUNTY, ILLINOIS.

HOFFMAN ESTATES PARK DISTRICT

ORDINANCE NO. O18-002

**AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY
FROM THE BOARD OF EDUCATION OF SCHAUMBURG COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 54
TO THE HOFFMAN ESTATES PARK DISTRICT
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT**

WHEREAS, the BOARD OF EDUCATION OF SCHAUMBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT 54 (“School”) holds legal title to a parcel of property commonly known as Twinbrook School surplus property, which parcel is depicted and legally described in Exhibit “A” attached to and by this reference incorporated into this Ordinance (“Property”); and

WHEREAS, territory of the School lies within the corporate limits of the Park District; and

WHEREAS, the Park District has determined, and hereby declares, that it is necessary and convenient for the Park District to use, occupy, and improve the Property for active and passive recreation and other public purposes (“Public Purposes”); and

WHEREAS, the Park District desires to acquire the School’s rights and title to the Property for the Public Purposes; and

WHEREAS, the President and Board of Commissioners of the Park District have determined that it is necessary, appropriate, and in the best interests of the Park District to acquire the Property by transfer from the School for the Public Purposes.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Hoffman Estates Park District, Schaumburg Township, County of Cook and the State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

Section 2. Request To Acquire Property. The President and Board of Trustees of the Park District request that the Board Of Education Of Schaumburg Community Consolidated School District 54 pass and approve a resolution authorizing the transfer of the Property to the Park District and execute a deed and take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Park District, to transfer all of the School’s rights and title in the Property to the Park District, all in accordance with the Property Transfer Act.

Section 3. Authorization To Acquire. The Park District’s President and Park District Executive Director are hereby authorized to take all steps necessary and appropriate to acquire the Property, including but not limited to causing the deed for the property to be recorded in the Office of the Cook County Recorder.

Section 4. Effective Date. This Ordinance will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2018.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2018.

By: _____
Park District President

ATTEST:

Park District Executive Director



SCHOOL DISTRICT 54

Ensuring Student Success

524 East Schaumburg Road
Schaumburg, Illinois 60194

Phone 847/357-5011
FAX 847/357-5001
TTY 847/357-5076
<http://sd54.org>

Andrew D. DuRoss
Superintendent of Schools

Ric King
Assistant Superintendent
Business Operations

August 13, 2018

Mr. Craig Talsma
Executive Director
Hoffman Estates Park District
1685 W. Higgins Road
Hoffman Estates, IL 60169

Re: Option to Purchase a Portion of the Fairview Park Site

Dear Mr. Talsma:

The Board of Education of Schaumburg Community Consolidated School District 54 (the "School District") previously entered into an Intergovernmental Agreement and Real Estate Sale Agreement with the Hoffman Estates Park District (the "Park District") dated February 27, 2018 (the "Intergovernmental Agreement") providing for the transfer and sale of the Twinbrook School site to the Park District and the transfer and purchase of a portion of the Fairview Park site by the School District. Section 13 of the Intergovernmental Agreement authorizes the School District to submit an Option to Purchase a portion of the Fairview Park site to the Park District setting forth the particulars of the latter property transfer and purchase.

In accordance with the Intergovernmental Agreement, the School District proposes the following:

1. That the School District will acquire that portion of the Fairview Park site, consisting of approximately 1.173 acres, legally described on the attached Exhibit A (the "Property").
2. That the School District will pay the Park District \$1.08 per square foot for the Property so acquired, or the total sum of \$55,169.64.
3. That the terms and conditions governing the purchase of the Property shall be the same terms and conditions set forth in the Intergovernmental Agreement, governing the transfer and sale of the Twinbrook School site to the Park District with the identities and respective roles of the Park District and School District as Seller and Purchaser reversed.
4. That the parties acknowledge and agree that the Option to Purchase, and the Property legal description, purchase price and closing date, shall be specified and formally approved and ratified when the School District and Park District each adopt a Resolution or Ordinance as required by the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.



SCHOOL DISTRICT 54
Ensuring Student Success

Mr. Craig Talsma
August 13, 2018
Page 2

The School District requests that the Park District's Governing Board approve the Option to Purchase as presented at its next regularly scheduled Board meeting. The School District will communicate its interest in the Property acquisition proceeding with its adoption of a requisite Transfer Act Resolution at a later date, tentatively on September 6, 2018.

Should you have any questions do not hesitate to contact me.

Very truly yours,

Superintendent

Memorandum No. M18-093

TO: Building and Grounds Committee
FROM: Craig Talsma, Executive Director
Dustin Hugen, Director of Parks and Facility Services
RE: OSLAD Grant Submission for South Ridge Community Park Project
DATE: September 6, 2018

Background:

A few months ago, the Board approved applying for and submitting an application to the Illinois Department of Natural Resources for an OSLAD grant to assist with the costs for improvements at South Ridge Community Park.

Currently the project's budget is approx. \$1.25 million. Funding for this project, should we receive the \$400,000 grant, would be supplied from General Fund Reserves.

Attached is a concept plan drawing, the narrative and budget overview for your review. A link to the entire application is below. The application must be submitted to IDNR by the end of October.

Implications

Staff formed an OSLAD Committee consisting of staff members from all levels in every department. The Committee met several times to share ideas about what types of amenities they feel would be important for the community to have within South Ridge Park. The Committee also met to work on the budget template, write concise narratives and to finally complete the application.

Staff also invited members of the community to join a focus group to go over the concept plan and gain feedback from residents. Six north side residents volunteered for the focus group which took place on 8/28/2018.

Additionally, letters were sent to local Legislators describing the project and asking them to send letters of support, which will be included with the application.

[CLICK HERE TO VIEW APPLICATION](#)

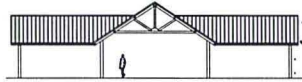
Recommendation

Staff recommends that the B&G Committee recommend that the Board approve the OSLAD Grant application to be sent to the Illinois Department of Natural Resources for the improvements at South Ridge Community Park.

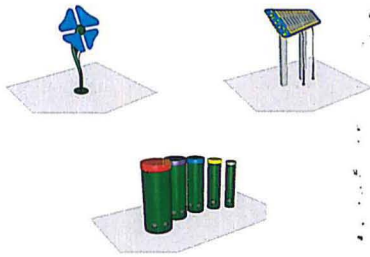
SOUTH RIDGE COMMUNITY PARK ENHANCEMENT PLAN 2018



SOUTH RIDGE PARK OVERALL PLAN



Concept
Open Air Shelter



Concept
Musical Instruments



ENLARGED PLAN
SOUTH RIDGE PARK GATHERING SPACE



Concept
Composite Playground Structure



Concept
Splash Pad



OSLAD Grant Program Narrative Statement

Attachment A-1

Applicant (Sponsor) Legal Name: Hoffman Estates Park District
Project Title: South Ridge Community Park & Splash Pad

Instructions:

Describe, at a minimum, the overall concept of the project, project funding, agencies involved, approach to implementation, project location, trail mileage to be provided through the project, need for the project, anticipated benefits and the proposed schedule of operation (daily and/or seasonal hours of operation) for the project facility. Be thorough and explicit, this narrative should completely describe the project and expected outcome.

OBJECTIVES/NEED FOR ASSISTANCE: At HE Parks “making life fun” is more than a tag-line; it's our mission. A recent study revealed a need for additional park amenities on our north side. As such, we are proposing a major renovation of South Ridge Park, built in 1994. This project supports our mission and will provide exciting, free outdoor recreation and wellness activities. OSLAD funding is needed to support available park district funds.

RESULTS/BENEFITS EXPECTED: This project will bring valuable economic growth and increased property values to our village, as it will become a premier park and appealing destination. The service area has been well established for years; with 10,371 residents. Its social/economic profile is 50.7% white, 25.4% Asian, 17.2% Hispanic, 4.2% African American, and 2.5% other. The mean income is \$88,733. Residents are most enthusiastic about our proposed 4K sq. ft splash pad with exploratory water spouts and environmentally-friendly water filtration system. This park will provide diverse fitness and conservation offerings, be free of charge, and ADA accessible. Revamped sports fields will accommodate new multi-cultural sports options such as cricket. Tournaments will draw participants from outside the area. An exciting Fitness Challenge Course will provide cross-training through obstacle-course stations. For those with mobility challenges, a playground remodel with fully-accessible surface will be added. For preschoolers, a nature sensory play area will teach kids about nature with amusing play structures. An open air shelter for party rentals will have with a view of and access to the splash pad and Fitness Challenge Course. An extensive trail system will connect this park with three other parks. The plan supports conservation efforts by naturalizing the lake shoreline with plants that encourage Monarch butterfly habitat. A variety of new trees planted will qualify the park as an arboretum by ArbNet. An upgraded fishing pier will strengthen our fishing program and support the chamber's annual Fishing Derby. A kayak launch will be a desirable addition for paddleboat sports. Pickle ball has seen tremendous growth, particularly with seniors, so we will add lines to the existing tennis courts and offer lessons and leagues.

APPROACH: We do not anticipate any factors that would delay or interfere with the completion of this project. The plan already has approval from the Park Board. Plus, residents demonstrated overwhelming enthusiasm by presenting a petition with nearly 200 signatures. The project also has tremendous support from the village. Parks staff will demolish the playground and local contractors will be selected through a bid process to complete the work.

GEOGRAPHIC LOCATION: The park is located on the north side of the village.

PREVIOUS ASSISTANCE: 1984 L&WC Grant 17-00813. **COMBINATION PROJECTS:** None.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$287,600.00		\$287,600.00
5. Supplies			
6. Contractual Services	\$112,400.00	\$816,249.00	\$928,649.00
7. Consultant (Professional Services)		\$45,000.00	\$45,000.00
8. Construction		\$52,700.00	\$52,700.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$400,000.00		
Non-State Amount		\$913,949.00	
TOTAL PROJECT COSTS			\$1,313,949.00

Memorandum M18-091

To: B&G Committee
From: Craig Talsma, Executive Director
Dustin Hugen, Director of Parks and Facilities Services
RE: Parks, Planning & Maintenance August Board Report
Date: 9/6/18

1. Playground Renovations

MacArthur playground was completed and passed all inspections and was open in time for the school year to begin.

2. OSLAD

A conceptual plan for South Ridge enhancements was completed and staff began working with focus groups to fine tune the plan. An employee OSLAD Committee was put together with staff from every department to aid in the application process and leave no ideas untouched. Staff also met with a community focus group to go over the concept plan and gain feedback from residents. Six north side residents volunteered for the focus group which took place on 8/28/2018. Staff has been working on the budget template for this project and completed the rest of the application process.

3. Planning and Development

Schedule for the week of September 17th is asphalt repair, crack filling and seal coating at the following parks and facilities: TC, PSSWC, Willow, Fabbrini, Victoria, Charlemagne, Olmstead, Cottonwood, and South Ridge (North/South), Huntington, Freedom Run, Cannon Crossings and Seascape.

The new installation of parking lot drainage took place at the TC north entrance parking lot. Two new parking lot drainage structures were installed to provide the ability to take on more water during our heavy rains. Staff is still looking into a shallow long drain in front of the door as well, which would be installed by in-house staff.

4. Aquatics and Building

Seascape Family Aquatic Center was closed for the season on 8/20/18 after having a very successful year. The new filtration system along with the new chlorination system allowed maintenance staff to have better control of chemical inputs and water temperatures. The pool is currently going through its shut down procedures to prepare for the winter months.

5. Parks and Construction

The construction team was busy in August removing and installing new flooring at Willow Recreation Center and Vogelei Barn. At WRC staff completed removal of old carpet and installation of new carpet tiles along with a new vinyl floor in the preschool rooms, kitchen and bathrooms. Upon completing WRC, staff then started the flooring project at Vogelei Barn. At the Barn, staff started with the stairwell and landing along with all the meeting rooms upstairs just outside the gymnastic rooms. Next on the schedule is laying the new flooring and painting the main floor entrance and teen center which will start the week September 10th.

6. Other items that were worked on July at Parks, Planning and Maintenance Department:

- Soccer and Football field setups.
- Playground Safety checks.
- Removal of hazardous willows at Whisper Park.
- Shoreline sapling removals along shorelines.
- Continuous landscape bed maintenance.
- New hot water heater installed at BPC Maintenance.
- Started installation of Green Team's, water bottle filling stations.
- Zamboni Pit had 2,800 gallons of water and 8 inches of sludge removed and all floor drains jetted.
- Removal of Wolves wall stickers and painting the wall to match current sticker colors.
- Ongoing ballfield maintenance and mowing.
- Soccer goal mouths repaired for upcoming season.
- Maintenance repairs to vehicle fleet as well as routine checks.