

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PEORIA  
AND  
THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS  
FOR THE FURTHER DEVELOPMENT OF DONOVAN PARK, LOCATED AT 5808 N KNOXVILLE  
AVENUE**

**THIS AGREEMENT** ("Agreement") is made and entered into on, and is effective as of, the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **CITY OF PEORIA** ("City") an Illinois home rule municipal corporation; and the **PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA** ("Park District"), an Illinois Park District.

**WITNESSETH:**

**WHEREAS**, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, together with the powers and authority granted to the parties under the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the parties hereto have the authority to enter into this Agreement for the purposes hereinafter set forth; and

**WHEREAS**, it is in the best interests of the health, safety and welfare of the residents of the City and the Park District that the understandings and obligations herein set forth be established and performed; and

**WHEREAS**, the Park District owns and operates a park known as Donovan Park in the City ("Donovan Park"); and

**WHEREAS**, it is the desire and intent of the parties to allow the clubhouse at Donovan Park (the "Clubhouse") to be used as a restaurant; and

**WHEREAS**, the City has zoning jurisdiction over the property as the property is within the City corporate boundary;

**WHEREAS**, the Donovan Park property is currently zoned R-2 (Single-Family Residential) District;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Zoning**

A. The Park District may lease the Clubhouse to an entity that will establish and operate a restaurant (the "Restaurant"). The Restaurant may include food service of any sort including, without limitation, restaurant, catering, and related retail offerings.

B. Renovation of the existing Clubhouse building is permitted, per applicable building code requirements; however, any additions to the building would require the appropriate zoning review.

C. The Park District may place one freestanding sign along the Knoxville Avenue frontage. The sign will be a combined sign for the Park District and the restaurant, and may not exceed 40 square feet in area and 6 feet in height. The sign must be setback a minimum of 10 feet from the front property line along Knoxville Avenue. In addition, the sign must be placed 150 feet from any existing signs on the Donovan Park property. The Park District is responsible for any permits required by other governmental authorities.

D. An additional digital sign may be placed along Knoxville Avenue, south of the

Donovan Park entrance, a minimum of 150 feet from the entrance sign. The sign may not exceed 30 square feet in area and 6 feet in height, with a maximum of 20 square feet of the sign area being digital. The sign must be set back a minimum of 10 feet from the front property line along Knoxville Avenue.

E. This agreement does not provide for approval of liquor sales. Any liquor sales may be conducted only after the occupant of the Clubhouse applies for and obtains any applicable liquor licenses.

F. This agreement shall apply only to the Donovan Park property.

## 2. **Miscellaneous.**

A. **Time of the Essence.** Time shall be of the essence of each and every covenant and condition contained herein.

B. **Reasonability/Good Faith.** Whenever any approval or consent of either the City or the Park District or any of its departments, officials or employees, is called for under this Agreement, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

C. **Notices.** Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the City:	City of Peoria Attn: City Clerk 419 Fulton Street Peoria, IL 61602
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With copy to:	City of Peoria Attn: Legal Department 419 Fulton Street Peoria, IL 61602
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If to the Park District:	Peoria Park District Attn: Executive Director 1125 W Lake Street Peoria, IL 61614
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Either party may from time to time change its notice address or addresses by written notice to the other party at the then current mailing address of the other party in accordance with the provision for notice as set forth in this paragraph.

D. **Mutual Assistance.** Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

E. **Counterparts.** This Agreement may be executed in counterparts and, in such case; each counterpart shall serve as an original of this Agreement.

F. **Opportunity to Cure Default.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or such other amount of time to which the parties may agree in writing.

G. **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties provided through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of a written amendment by the parties.

H. **Severability.** If any provision of this Agreement or its application to any person, entity or Property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

I. **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their successors, heirs, and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF PEORIA, an Illinois Municipal Corporation**

**PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, an Illinois Park District**

By:

By:

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Its: City Manager

Its:

Attest:

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City Clerk

Legal Department:

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Community Development Department:

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