

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made this 21st day of May, 2025, by and between WHEATON BRIARCLIFF YOUTH BASEBALL, an Illinois not-for-profit corporation (the "WBYB"), and WHEATON PARK DISTRICT, an Illinois Park District ("WPD").

WHEREAS, WPD currently holds fee simple title to that certain parcel of real property located at 1700 Briarcliffe Blvd, Wheaton, IL 60189 commonly referred to as Briar Patch Park (the "Property"); and

WHEREAS, WBYB has offered to fund the installation of new batting cages for the Property that would be open for public use on a first-come, first-served basis ("Batting Cage Project"); and

WHEREAS, the WBYB is a not-for-profit corporation whose mission, in part, is to support youth baseball activities for the Wheaton community and general public; and

WHEREAS, the WBYB has agreed to pay all costs associated with the design and construction of the Batting Cage Project, and the parties wish to memorialize said agreement, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The recitals above are incorporated herein as substantive provisions of this Agreement;

2. WBYB agrees that it will reimburse WPD for all of the following fees and costs incurred and paid by WPD in association with the design and construction of the Batting Cage Project:

A. An amount not to exceed \$75,000.00 for the design and construction of the Batting Cage Project. The Parties acknowledge and agree that the \$75,000.00 figure is an estimate only and that the final cost shall be determined following the competitive bidding process. In the event the lowest responsible bid for the Batting Cage Project exceeds \$75,000.00, the Parties shall agree on the final cost of the Batting Cage Project prior to awarding the bid to the lowest, most responsive and responsible bidder. If the Parties agree to award the bid for an amount in excess of \$75,000.00, WBYB shall be responsible to reimburse WPD for the entire agreed upon amount.

3. WPD shall provide to the WBYB copies of invoices it receives for work on the Batting Cage Project and evidence of WPD's having paid the invoice(s). The WBYB shall reimburse WPD within 30 days of WPD's providing the invoice(s) to the WBYB.

4. Each person signing this Agreement warrants that he/she has the authority to execute the Agreement. This Agreement shall be binding between all successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Reimbursement Agreement as of the date first above written.

WHEATON PARK DISTRICT

By: _____

Name: Michael J. Benard

Its: Executive Director

**WHEATON BRIARCLIFFE YOUTH
BASEBALL, an Illinois not-for-profit
corporation**

By: _____

Name: Michael Reimer

WBYB President