

WHEATON PARK DISTRICT  
RESOLUTION NO. 2013-09

**A RESOLUTION APPROVING THE TERMS OF THE AMENDED AND RESTATED LEASE  
AGREEMENT WITH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 89 AND  
AUTHORIZING ITS EXECUTION**

WHEREAS, Article VII of the Illinois Constitution and Illinois Statutes, including without limitation Section 10-7 of the Park District Code [70 ILCS 1205/10-7(e)], Section 10-22.12 of the School Code [105 ILCS 5/10-22.12], and Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3] encourage and permit intergovernmental cooperation between units of local government; and

WHEREAS, Community Consolidated School District No. 89 Glen Ellyn, Illinois ("School District") is the legal titleholder to certain real property, containing approximately nine (9) acres commonly known as "Scottsdale School Site," located at 1855 Scottsdale Circle, Glen Ellyn, Illinois ("School Site"); and

WHEREAS, the Wheaton Park District ("Park District") and the School District entered into a certain Lease Agreement dated April 16, 1984 (the "Lease") with respect to the Park District's lease of the School Site; and

WHEREAS, the Lease expired by its terms and the School District and the Park District thereafter mutually determined that it would be in the best interests of their residents for the Park District to continue its use of the School Site for public recreation proposes on modified terms; and

WHEREAS, on July 17, 2013, the Board of Park Commissioners of the Wheaton Park District ("Park Board") adopted Resolution No. 2013-06, a resolution approving the terms of an Amended and Restated Lease Agreement with Community Consolidate School District No. 89 and authorizing its execution; and

WHEREAS, subsequent to the Park Board's adoption of Resolution No. 2013-06, but prior to the School District's approval and execution of the amended and restated lease, the parties agreed to certain additional modifications to the Lease; and

WHEREAS, the Park District and the School District desire to amend and restate the Lease to reflect all agreed upon modifications.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois as follows:

1. The foregoing preambles to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this

Resolution.

2. The form, terms and provisions of the proposed Amended and Restated Lease Agreement for Lease of the Scottsdale School Site between the School District and the Park District ("Amended and Restated Lease Agreement") with respect to the Park District's lease of the School Site, are hereby in all respects approved substantially in the form as presented to the Park Board at this meeting, with such modifications thereto as the Park Board President in consultation with the Park District's legal counsel shall approve, which approval shall be evidenced by his execution of the Amended and Restated Lease Agreement.

3. The President and Secretary of the Board are hereby authorized and directed to execute and deliver the Amended and Restated Lease Agreement, in the name and on behalf of the Park District, and to take all such other actions and steps and execute all such further documents as said President and Secretary deem necessary or appropriate to carry out the terms and conditions of the Amended and Restated Lease Agreement and to effectuate its purpose.

Adopted this 16th day of October, 2013 by roll call vote of the members of the Park Board as follows:

Roll Call:


Ayes: Schubel, Marill, Vander Schaaf, Mee, Kelly & Ludke

Nays: —

Absent: Hodgkinson

Abstain: —

  
John Kelly  
President, Board of Park  
Commissioners

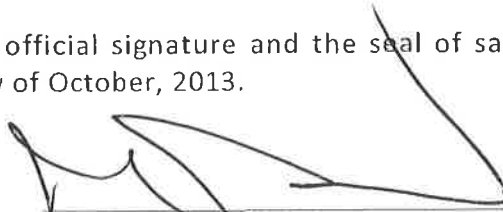
ATTEST:   
Michael J. Benard  
Secretary, Board of Park Commissioners

SECRETARY'S CERTIFICATE

I, Michael J. Benard, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and I hereby certify that the foregoing instrument is a true and correct copy of: A RESOLUTION APPROVING THE TERMS OF THE AMENDED AND RESTATED LEASE AGREEMENT WITH COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 89 AND AUTHORIZING ITS EXECUTION, adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 7:00 p.m. on the 16th day of October, 2013.

I do further certify that the deliberations of the board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was called and held in strict compliance with the provisions of the Open Meeting Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Wheaton Park District at Wheaton, Illinois this 16th day of October, 2013.



Michael J. Benard, Secretary  
Board of Park Commissioners  
Wheaton Park District

[SEAL]

**AMENDED AND RESTATED LEASE AGREEMENT  
FOR LEASE OF THE SCOTTSDALE SCHOOL SITE**

This Amended and Restated Lease Agreement for Lease of the Scottsdale School Site ("Amended and Restated Lease Agreement") is made and executed this 16<sup>th</sup> day of October, 2013 ("Commencement Date") by and between Community Consolidated School District No. 89, an Illinois school district ("Lessor") and the Wheaton Park District, an Illinois park district ("Lessee"). Lessor and Lessee are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties."

**RECITALS**

- A. The Parties previously entered into a lease agreement with an effective date of April 16, 1984 (the "Lease") whereby Lessor leased to Lessee and Lessee leased from Lessor that certain school site know as the Scottsdale School Site, containing approximately nine (9) acres (the "School Site").
- B. The Lease has since expired by its terms but Lessee desires to continue to lease the School Site from Lessor and Lessor desires to continue to lease the School Site to Lessee as set forth in this Amended and Restated Lease Agreement.
- C. The Parties have determined that entering into this Amended and Restated Lease Agreement, containing substantially the same terms and conditions as set forth in the Lease and modifying certain terms and conditions contained in the Lease is in their mutual best interests.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

- 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.
- 2. Lease. The Parties hereby agree that the terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Amended and Restated Lease Agreement.
- 3. Term. Lessor shall lease to Lessee and Lessee shall lease from Lessor the School Site for a term of twenty-five (25) years, commencing on the Commencement Date.

*Handwritten note:*  
Identical to previous otherwise

- 4. Insurance. Lessee shall each keep in full force and effect at all times during the term of this Lease, general public liability insurance, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Lessor, but, in any event, no less than the following coverages and amounts:
  - (i) Commercial general liability and, if necessary, commercial umbrella insurance - \$1,000,000 per occurrence/ \$2,000,000 general aggregate;
  - (ii) Automobile Liability - \$1,000,000 per occurrence; and
  - (iii) Workers' compensation - statutory

The minimum insurance coverage specified herein may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Such insurance shall be evidenced by copies of the policies and/or certificates of insurance and additional insured endorsements at the request of Lessor, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to Lessor. Lessee shall name Lessor as an additional insured as respects activities conducted pursuant to the Lease.

5. Entire Agreement; Modification. All other terms and conditions contained in the Lease remain unchanged. The Lease and this Amended and Restated Lease Agreement contain all of the terms and conditions agreed on by the Parties through the date set forth above with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Lease or this Amended and Restated Lease Agreement must be in writing and signed by all Parties.

LESSOR:  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 89

LESSEE:  
WHEATON PARK DISTRICT

By: Frank Zak  
11/18/13 Frank Zak, Board President  
ATTEST  
By: Jill M. Coran  
11/18/13 Jill Coran, Board Secretary

By: John Kelly  
ATTES  
By: Michael J. Bennett  
Executive Director

