

WHEATON PARK DISTRICT

RESOLUTION NO. 2026-02

A RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF A PERMANENT EASEMENT TO THE CITY OF WHEATON FOR A PEDESTRIAN SIDEWALK PROJECT PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT (50 ILCS 605/0.01 ET SEQ.)

WHEREAS, the Wheaton Park District ("Park District") owns certain real property located at 1356 N Gary Ave, Wheaton, IL 60187, commonly referred to as Cosley Zoo ("Park Property"); and

WHEREAS, the City of Wheaton ("City") is currently constructing a pedestrian sidewalk project in the vicinity of the Park Property, and has identified a small area in the northwest corner of the intersection of Prairie Avenue and Gary Avenue where the proposed pedestrian sidewalk will cross a portion of the Park Property ("Prairie and Gary Pedestrian Sidewalk"); and

WHEREAS, the City wishes to acquire a permanent easement from the Park District across a portion of the Park Property to facilitate the construction, operation, use, and maintenance of the Prairie and Gary Pedestrian Sidewalk; and

WHEREAS, the Park District has determined that it is in its best interest and the best interest of its residents to grant an easement to the City to facilitate the construction, operation, use, and maintenance of the Prairie and Gary Pedestrian Sidewalk, subject to the terms and conditions set forth in the "Easement Agreement" attached hereto as Exhibit A; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) authorizes the Park District to grant an easement to the City upon such terms as may be agreed upon by the corporate authorities of both parties, by an instrument of conveyance signed by the President of the Park District's Board of Park Commissioners ("Park Board"), attested by the Park Board Secretary, and sealed with its corporate seal, all duly authorized by a resolution passed by the vote of 2/3 of the members of the Park Board then holding office, and duly recorded in the office of the recorder in the county in which said real estate is located; and

WHEREAS, the City has adopted or hereafter will adopt an Ordinance determining that is necessary, convenient and in the best interests of the City to acquire the permanent easement described in the Easement Agreement attached hereto in furtherance of its corporate purposes; and

WHEREAS, the Park District and the City have otherwise complied, or hereafter will comply, with all other applicable requirements and procedures set forth in the Local Government Property Transfer Act, 50 ILCS 605/1 et seq.; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et.seq.*, authorizes and encourages units of local government and school districts to cooperate in the exercise of government functions.

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

Section 1. The recitals set forth above are hereby determined to be true and correct and are incorporated herein and made a part hereof.

Section 2. It is hereby determined that it is necessary and in the best interests of the Park District and its residents that the Park District convey a permanent easement to the City on and subject to the terms and conditions set forth in the Easement Agreement attached hereto.

Section 3. The form, terms and provisions of the Easement Agreement attached hereto as Exhibit A are hereby approved. Upon presentation to the Park District of a certified copy of an ordinance adopted by the City's corporate authorities, as previously described in this Resolution, the President and the Secretary of the Park Board are hereby authorized and directed to execute and deliver to the City, for and on behalf of the Park District, the Easement Agreement attached hereto as Exhibit A, and all such further documents, certificates, instruments and other writings, as the President of the Park Board shall deem necessary or appropriate in consultation with legal counsel for the Park District, in connection with the conveyance of the permanent easement described in the Easement Agreement, and to otherwise effectuate the purposes of this Resolution.

Section 4. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys (Tressler LLP) are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution, and to effectuate the granting of the permanent easement to the City.

Section 5. This Resolution shall be in full force and effect immediately upon its passage as provided by law.

Adopted this 17th day of June 2026, by the affirmative vote of two-thirds of the Board of Park Commissioners of the Wheaton Park District, as follows:

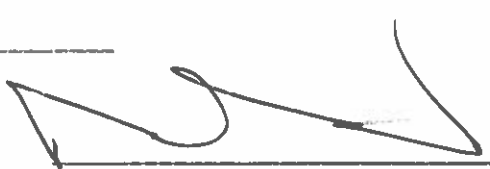
Roll call:

Ayes: Barrett, Frey, Kelly, Meo, Pecharich, Vires

Nays: Ø

Abstention: Ø

Absent: Weeker



President, Board of Park Commissioners
Wheaton Park District

Attest:



Secretary, Board of Park Commissioners
Wheaton Park District

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, and as such official, I am keeper of the records, ordinances, files and seal of said Park District, and

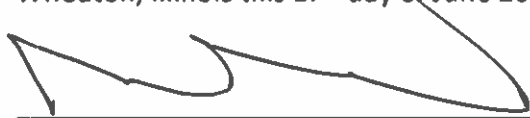
I hereby certify that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF A PERMANENT EASEMENT TO THE CITY OF WHEATON FOR A PEDESTRIAN SIDEWALK PROJECT PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT (50 ILCS 605/0.01 ET SEQ.)

adopted by a two-thirds vote of the Park Commissioners at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held in Wheaton, Illinois, in said District at 5:00 p.m. on the 17th day of June, 2026.

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 held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location at which said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings 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 Park District at Wheaton, Illinois this 17th day of June 2026.



Secretary, Board of Park Commissioners
Wheaton Park District

[District Seal]

EXHIBIT A

COSLEY ZOO PEDESTRIAN SIDEWALK EASEMENT AGREEMENT

Prepared by and return to:
City of Wheaton
Attn: Engineering Department
303 W. Wesley Street
Wheaton, IL 60187-5027

Property Address: Cosley Zoo Parking Lot
Northwest corner of Gary Avenue and Prairie Avenue,
Wheaton, IL 60187
P.I.N.: 05-08-407-010 (part)

**AN EASEMENT AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND
THE CITY OF WHEATON FOR A PEDESTRIAN SIDEWALK WITHIN A PORTION OF
COSLEY ZOO PARKING LOT**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "PARK DISTRICT") and the City of Wheaton, an Illinois Municipality (hereinafter referred to as the "CITY"). The PARK DISTRICT and the CITY are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the PARK DISTRICT owns certain property commonly known as Cosley Zoo (hereinafter "Cosley Zoo"), which is located on the west side of Gary Avenue in Wheaton; and

WHEREAS, the CITY is in the construction stage for a pedestrian sidewalk project in the vicinity of Cosley Zoo. The City has identified one small area of Cosley Zoo at the Northwest corner of the intersection of Prairie Avenue and Gary Avenue where the proposed pedestrian sidewalk crosses Cosley Zoo (hereinafter "Prairie and Gary Pedestrian Sidewalk"); and

WHEREAS, the CITY requests the granting of a permanent easement to allow the construction, operation, use and maintenance of the Prairie and Gary Pedestrian Sidewalk within the certain portion of Cosley Zoo that is legally described in the attached **Exhibit A** and depicted in the attached **Exhibit B**, both of which are attached hereto and incorporated herein (hereinafter "Easement Premises"); and

WHEREAS, the PARK DISTRICT and the CITY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the CITY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the

construction, operation, use and maintenance of the Prairie and Gary Pedestrian Sidewalk within the Easement Premises; and

WHEREAS, the PARK DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the CITY a permanent easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENT GRANTED

2.1 The PARK DISTRICT hereby grants the CITY a non-exclusive, permanent easement for the construction, operation, use and maintenance of the Prairie and Gary Pedestrian Sidewalk within the Easement Premises on the terms and conditions as provided for in this Agreement.

3.0 PRAIRIE AND GARY PEDESTRIAN SIDEWALK PROJECT

3.1 The Prairie and Gary Pedestrian Sidewalk shall be constructed in accordance with the plan drawings, prepared by Thomas Engineering (hereinafter referred to as "Final Plan"). The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

4.0 EASEMENT FEE

4.1 In consideration of the benefit of the Project in facilitating pedestrian access to other public lands, any typical easement fees are being waived by the PARK DISTRICT. The easement fee of \$100.00 is considered paid by the CITY to the PARK DISTRICT for the granting of the easement.

4.2 The CITY shall not charge or attempt to collect from the PARK DISTRICT any future costs or expenses nor require any maintenance, including snow removal, related to the Prairie and Gary Pedestrian Sidewalk fronting on PARK DISTRICT property.

5.0 RESTORATION

5.1 If the CITY or its contractor damages the Easement Premises or adjacent Park District land, the CITY shall restore all damaged areas according to the PARK DISTRICT'S specifications. If the CITY fails to properly restore the Easement Premises or adjacent land within 45 days of service of the PARK DISTRICT'S written demand for the restoration work, the PARK DISTRICT shall have the right to take such action as it deems necessary to perform the restoration work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. The CITY shall reimburse the PARK DISTRICT for costs associated with said restoration work, within 45 days of service of the PARK DISTRICT's written demand for payment.

6.0 FUTURE WORK

6.1 The CITY shall provide written notice to the PARK DISTRICT no less than 60 days prior to access to the Easement Premises for any work within the Easement Premises.

7.0 INDEMNIFICATION

- 7.1 To the extent permitted by law, the CITY shall indemnify the PARK DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, and damages to persons using the Prairie and Gary Pedestrian Sidewalk, due to the failure of the CITY to properly construct, maintain, repair or replace the sidewalk. This does not preclude the CITY, however, from availing itself of any and all immunities and limitations of the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, and any amendments thereto.

8.0 BREACH OF AGREEMENT

- 8.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation is the CITY, and the CITY fails to cure the breach within the 30-day period, the PARK DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the CITY has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action.
- 8.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 9.1.
- 8.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the Parties under this Agreement and by law shall be cumulative.

9.0 NOTICES

- 9.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the PARK DISTRICT shall be directed to the Executive Director, Wheaton Park District, 102 E. Wesley Street, Wheaton, IL 60187-5321. Notices served upon the CITY shall be directed to the City Manager, City of Wheaton, 303 W. Wesley Street, Wheaton, IL 60187. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

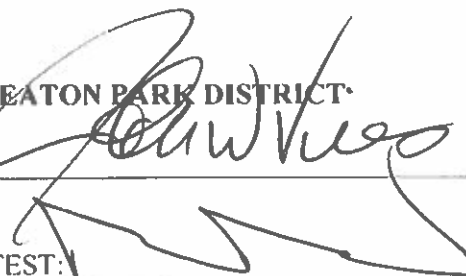
10.0 MISCELLANEOUS TERMS

- 10.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

- 10.2 The PARK DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the CITY of the rights granted herein.
- 10.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 10.4 The CITY shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the PARK DISTRICT with a recorded copy.
- 10.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 10.6 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 10.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

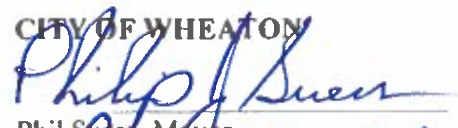
WHEATON PARK DISTRICT

BY: 

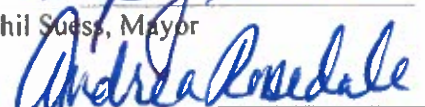
ATTEST: 

Date signed: June 17, 2006

CITY OF WHEATON

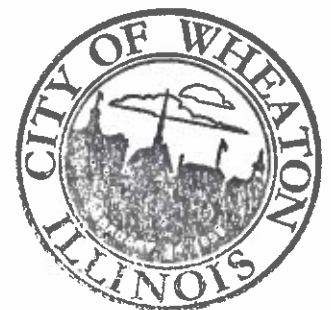
BY: 

Phil Sueß, Mayor

ATTEST: 

Andrea Rosedale, Clerk

Date signed: JULY 7, 2006

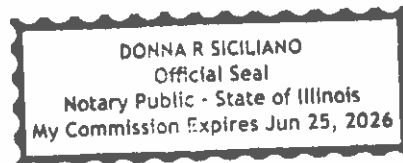


STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Donna Siciliano, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that John Vires, Michael Benard
personally known to me to be the same person(s) whose names John Vires
subscribed the foregoing instrument, appeared before me this day in person and acknowledged that
Michael Benard signed, sealed, and delivered said and caused the corporate seal of said
corporation to be affixed thereto, pursuant to the authority given by the City Council of said
corporation, as their free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of June, 20 26.

Donna R Siciliano
Notary public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Michelle E. Mayer, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Philip J. Suess, Andrea Rosedale
personally known to me to be the same person(s) whose names Philip J. Suess
subscribed the foregoing instrument, appeared before me this day in person and acknowledged that
Andrea Rosedale signed, sealed, and delivered said and caused the corporate ^{seal} of said
corporation to be affixed thereto, pursuant to the authority given by the City Council of said
corporation, as their free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of July, 20 26.

Michelle E. Mayer
Notary public



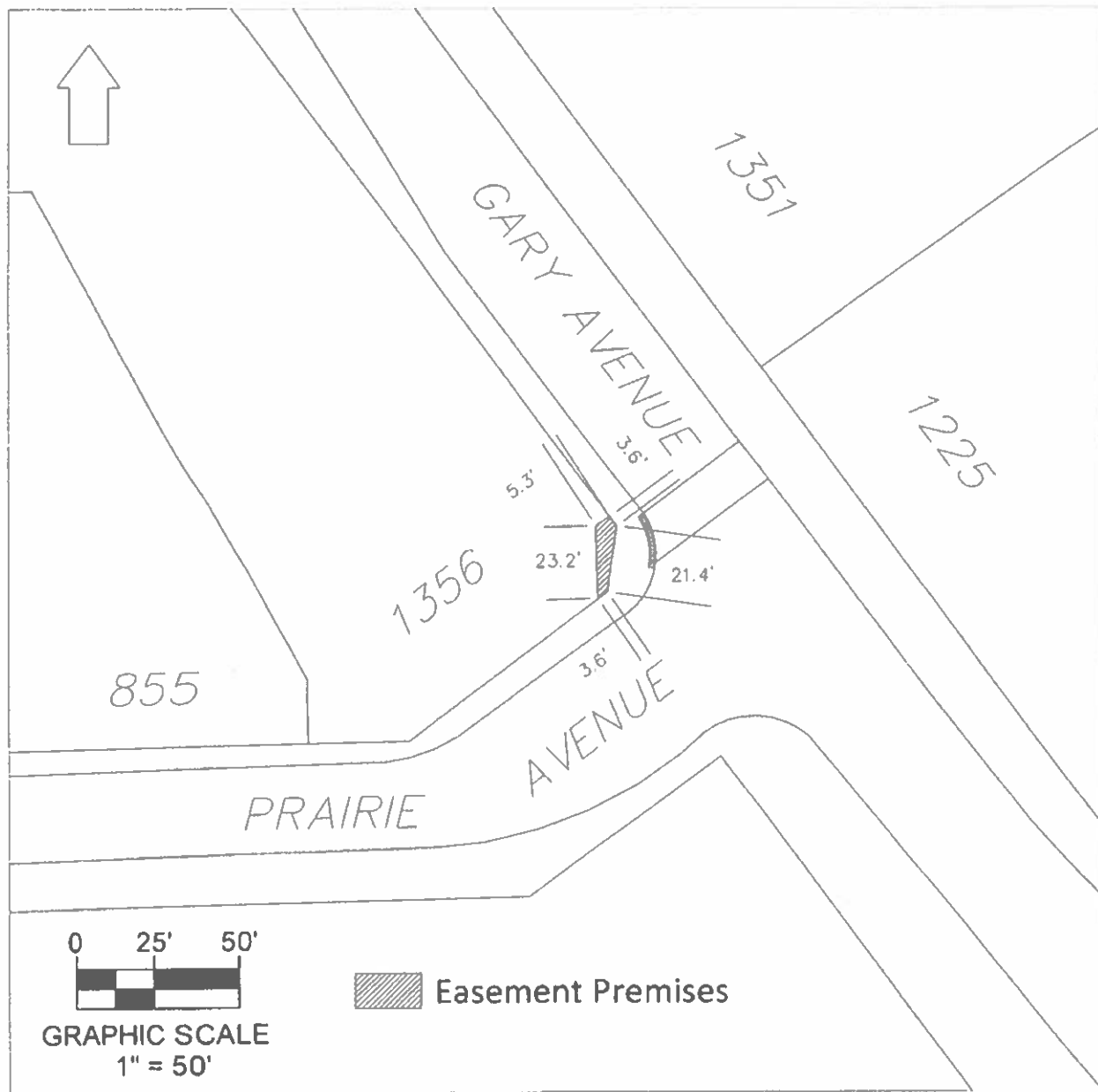
EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 5 OF OYER'S SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 39 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED AS DOCUMENT 102898, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF PRAIRIE AVENUE RIGHT-OF-WAY, THENCE NORTHLY ALONG THE WEST RIGHT-OF-WAY LINE OF GARY AVENUE 21.4 FEET; THENCE NORTHWESTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF GARY AVENUE 3.6 FEET; THENCE SOUTH 57 DEGREES WEST 5.3 FEET; THENCE DUE SOUTH 23.2 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF PRAIRIE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF PRAIRIE AVENUE 3.6 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



BEGINNING AT A POINT AT THE NORTHEAST CORNER OF PRAIRIE AVENUE RIGHT-OF-WAY, THENCE NORTHLY ALONG THE WEST RIGHT-OF-WAY LINE OF GARY AVENUE 21.4 FEET; THENCE NORTHWESTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF GARY AVENUE 3.6 FEET; THENCE SOUTH 57 DEGREES WEST 5.3 FEET; THENCE DUE SOUTH 23.2 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF PRAIRIE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF PRAIRIE AVENUE 3.6 FEET TO THE POINT OF BEGINNING.

EXHIBIT C INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District, and its elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Contractor or any of Contractor's employees, agents, contractors, or subcontractors from entering the Park Property or the Easement Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best' s Key Rating Guide. If the Best' s rating is less than A- VII or a Best' s rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Contractor hereby represents to and covenants with the Park District that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Park District and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on the Park Property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

4. Subcontractors

Contractor shall cause each contractor or subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' 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 (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part 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 or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District and its officers, officials, employees, 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 provision of this Agreement or its contract with the City of Wheaton.

ORDINANCE 0-2026-35

**AN ORDINANCE APPROVING A PERMANENT EASEMENT AGREEMENT FOR A SIDEWALK AT
1356 GARY AVENUE; PIN 0508407010**

WHEREAS, the City of Wheaton and the Wheaton Park District have negotiated a Permanent Easement Agreement for a sidewalk located on a portion of property owned by the Wheaton Park District at PIN 0508407010; and

WHEREAS, the Wheaton Park District has agreed to grant the City of Wheaton a permanent easement over a portion of the property located at 1356 Gary Avenue, Wheaton, Illinois, identified by PIN 0508407010; and

WHEREAS, the easement will allow the City to operate, maintain, repair, replace, and otherwise utilize the sidewalk improvements located within the easement area for public pedestrian access; and

WHEREAS, the corporate authorities of the City find that it is necessary, convenient and in the best interests of the City to acquire the permanent easement described in the Permanent Easement Agreement and for it to use, occupy or improve the real property owned by the Park District in the making of any public improvement or for any public purpose.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

Section 1: That the above recitals are hereby incorporated as though fully set forth herein as the findings of the City Council.

Section 2: That the Permanent Easement Agreement for the sidewalk at 1356 Gary Avenue, is hereby approved, and the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to the Permanent Easement Agreement attached hereto as Exhibit 1.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.



Mayor

ATTEST:



City Clerk

Ayes: **Roll Call Vote:**
Councilwoman Robbins
Councilman Weller
Councilwoman Bray-Parker
Mayor Suess
Councilman Clousing

Nays: None
Absent: Councilwoman Brice
Councilman Brown
Motion Carried Unanimously

Passed: July 6, 2026
Published: July 7, 2026