

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**7/12/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
FRSP - Intergovernmental Lease Agreement with District No. 58	Mike Baker Deputy Village Manager

### **SYNOPSIS**

A resolution has been prepared authorizing the execution of an Intergovernmental Lease Agreement with Downers Grove Grade School District 58 for the use of the new Police Station/Village Hall facility.

### **STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Exceptional Municipal Services* and *Top Quality Infrastructure*. *Develop a Facility Replacement & Sustainability Plan* is a Priority Action.

### **FISCAL IMPACT**

District 58 will pay the Village a total of \$1,217,500 in lease payments for years 1 through 25 (an amount equal to the estimated incremental cost to the Village of constructing District 58's portion of the new facility). Annual lease payments for years 1 through 25 will be \$48,700. These payment amounts are consistent with the financial plan for the facilities project.

District 58 will pay the Village a total of \$608,750 in lease payments for years 26 through 50. Annual lease payments for years 26 through 50 will be \$24,350.

### **RECOMMENDATION**

#### **UPDATE & RECOMMENDATION**

This item was discussed at the July 5, 2022 Village Council meeting. Staff recommends approval on the July 12, 2022 active agenda

### **BACKGROUND**

The Village plans on constructing a new combined Police Station and Village Hall on the Civic Center property. A key component of the Facilities Replacement and Sustainability Plan is partnering with other government agencies. District 58 will operate their administrative offices from the new facility. This intergovernmental partnership is expected to:

- Result in a total cost of construction that is lower than it would be if each organization constructed its own facility
- Achieve a scale economy and efficiency in construction activities
- Result in the construction of less space than would be constructed if each organization constructed its own facility

- Occupy less land and use fewer resources than would be occupied and used if each organization constructed its own facility

On August 17, 2021 the [Village Council approved the key terms of the Intergovernmental Agreement \(IGA\)](#). The final IGA has been drafted with terms consistent with the Council's approval.

The key terms of the IGA are as follows:

- The Village shall lease a portion of the building to District 58 to operate administrative offices. Approximately 5,100 square feet of the second floor will be used exclusively by District 58. The District will also use common areas of the building including lobbies, hallways, stairs and elevators, break rooms, restrooms and meeting rooms.
- District 58 shall have access to and exclusive use of 60 parking spaces on the property.
- The term of the lease shall be 50 years and shall commence on a date between September 2024 and June 2028.
- District 58 shall make annual lease payments in the following amounts:
  - Years 1 - 25: \$48,700
  - Years 26 - 50: \$24,350
- The Village shall maintain the property and be responsible for utilities.
- The Village shall provide furniture in manner similar to the Village's furniture.
- District 58 shall waive its rights to any revenue or payment from the Tax Increment Financing District within which the new building is located.

## **ATTACHMENTS**

Resolution

Intergovernmental Lease Agreement

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Village Manager DATE: July 12, 2022  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND BOARD OF EDUCATION OF DOWNERS GROVE GRADE SCHOOL DISTRICT NO. 58", as presented.



**SUMMARY OF ITEM:**

Adoption of this motion shall authorize execution of an Intergovernmental Lease Agreement between the Village and District #58.

**RECORD OF ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERGOVERNMENTAL LEASE AGREEMENT  
BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND BOARD OF EDUCATION OF DOWNERS GROVE  
GRADE SCHOOL DISTRICT NO. 58**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Lease Agreement (the "Lease Agreement"), between the Village of Downers Grove (the "Village") and Board of Education of Downers Grove Grade School District No. 58 (the "Board"), for administrative office space within the Village Hall/Police Station Combined Facility (the "Facility"), as set forth in the form of the Lease Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Lease Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest:

\_\_\_\_\_  
Village Clerk

**INTERGOVERNMENTAL LEASE AGREEMENT  
BETWEEN  
THE VILLAGE OF DOWNERS GROVE  
AND  
THE BOARD OF EDUCATION  
OF DOWNERS GROVE GRADE SCHOOL DISTRICT NO. 58**

**THIS INTERGOVERNMENTAL LEASE AGREEMENT** (“Lease” or “Lease Agreement”) is made and entered into as of this 11<sup>th</sup> day of July 2022, by and between the Village of Downers Grove, an Illinois home rule municipality (“Village”) and the Board of Education of Downers Grove Grade School District No. 58, an Illinois body politic and corporate (“Board”).

**WHEREAS**, the Village holds title to 801 Burlington Avenue, 825 Burlington Avenue and 842 Curtiss Street, Downers Grove, Illinois, 60515, which is commonly known as the Downers Grove Civic Center (the “Property”); and

**WHEREAS**, the Village has decided to raze the structures on the Property and construct a new Village Hall/Police Station Combined Facility (the “Facility”) on the Property to better serve and meet the needs of its constituents; and

**WHEREAS**, the Village anticipates the new Facility will be approximately 79,200 square feet with approximately 251 parking spaces (the “Facility”); and

**WHEREAS**, Downers Grove Grade School District No. 58 (the “School District”) is the public elementary school district serving the students in the Downers Grove area; and

**WHEREAS**, the Board currently leases space for its Administrative Offices and is in need of a permanent location for said offices within the School District; and

**WHEREAS**, housing the Administrative Offices in the Facility is more economical for the Board and in the best interests of the constituents of the Board; and

**WHEREAS**, the Village and the Board desire to partner in the construction of the Facility that meets the needs of both organizations; and

**WHEREAS**, the partnership is expected to: 1) result in a total cost of construction that is lower than it would be if each organization constructed its own facility; 2) achieve a scale economy and efficiency in construction activities; 3) result in the construction of less space than would be constructed if each organization constructed its own facility; and 4) occupy less land and use fewer resources than would be occupied and used if each organization constructed its own facility; and

**WHEREAS**, neither party will or intends to make a profit by entering into this Lease Agreement, but rather the Village and the Board desire and intend to lower the costs to shared taxpayers associated with the construction of the Facility and the Board desires and intends to

pay less for office space to house its Administrative Offices, than it would otherwise be able to in the open rental market; and

**WHEREAS**, the Village desires to lease approximately 5,100 square feet of the Facility to the Board, which premises is specifically identified on Exhibit A, attached hereto and incorporated herein (the “**Premises**”), and access and use to shared staff and public meeting rooms spaces for the Board to use as its Administrative Offices; and

**WHEREAS**, pursuant to Section 10-22.12 of the *School Code* (105 ILCS 5/10-22.12) the Board may lease any building, rooms, grounds, and appurtenances for school administration purposes for a period not exceeding 99 years; and

**WHEREAS**, pursuant to the *Intergovernmental Cooperation Act*, any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

**WHEREAS**, pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2), the term "public agency" means any unit of local government as defined in the Illinois Constitution of 1970, and any school district; and

**WHEREAS**, the parties hereto desire to enter into this Lease Agreement pursuant to the authority granted to them under the Illinois Constitution of 1970, the *Intergovernmental Cooperation Act*, the *Illinois Municipal Code* and the *Illinois School Code*, as applicable; and

**WHEREAS**, the Village hereby declares that it is in its and its constituents’ best interests to enter into this Lease and Lease the Premises to the Board; and

**WHEREAS**, the Board hereby declares that it is in its and its constituents’ best interests to enter into this Lease and Lease the Premises from the Village.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Lease Agreement and other good and valuable consideration, the parties agree as follows:

**1. Lease.** The Village hereby leases to the Board and the Board agrees to lease from the Village the Premises identified on Exhibit A on the terms and conditions set forth in this Lease Agreement. The Board shall have access to the Premises twenty-four (24) hours a day, 365 days a year. The Board is also hereby granted a non-exclusive, non-transferable license for the Term (defined in Paragraph 2 below) of this Lease to sixty (60) parking spaces (the “**Parking Spaces**”) at the Property’s parking lot for use by the Board, its employees and invitees. In connection with the Board’s use of the Property, it is also granted a non-exclusive non-transferrable license for it, its employees and invites to utilize the hallways, parking lot, lobbies, stairs, elevators, break rooms, conference rooms, storage areas and bathrooms of the Facility.

2. **Term.** The term of this Lease shall commence on the earlier of the following: 1) a date mutually agreeable to the parties, but in no event earlier than September 30, 2024; or 2) June 24, 2028 (the “**Commencement Date**”) and shall expire at 11:59 p.m. 600 full calendar months (plus any partial initial calendar month if the Commencement Date does not occur on the first day of a month) from the Commencement Date (the “**Term**”). Notwithstanding the foregoing, this Lease Agreement is contingent upon the Village entering into a contract for the construction of the Facility on the Property no later than July 12, 2022. Should the Village fail to enter into a construction contract for the Facility by such date, this Agreement may be terminated by either party upon written notice thereof. Upon termination of this Lease, the Board shall remove all personal property owned by the Board from the Premises and leave the Premises in a broom-clean condition. Further, the Board shall be entitled to move furniture, fixtures and equipment into the Premises prior to the Commencement Date, on such date as the parties mutually agree.

3. **Schedule, Design and Construction of Facility.**

a. Upon the execution of this Lease Agreement, the Village shall provide the Board with a tentative construction schedule for completion of the Facility and shall provide updates thereto to reflect any changes in the anticipated completion date of the Facility. The Village, with input from the Board, shall create a final construction schedule for completion of the Facility (the “**Construction Schedule**”). The Village shall use its best efforts to adhere to the Construction Schedule. During construction of the Facility, the Board will be provided with updated Construction Schedules.

b. Except as otherwise provided herein, the Village shall be responsible for all costs and expenses related to the design, furnishing and construction of the Facility, which shall be built in accordance with all applicable laws, rules, regulations, and ordinances. The Village shall seek the input of the Board regarding the design and cost of the Premises, and the Parties shall mutually agree upon the design and furnishing thereof, which approval shall not be unreasonably withheld. The Village will purchase all furniture, fixtures and equipment (“**FF&E**”) reasonably necessary to utilize the Village Hall for its intended purposes and for the Board to utilize the Premises for its intended purposes. The Village shall be the owner of the Facility and all FF&E it purchases, regardless of which party uses such FF&E. The Board shall be entitled to have a representative attend construction meetings that relate to the construction of the Premises and or the Parking Spaces.

4. **Reimbursement of Costs.** In exchange for leasing the Premises to the Board on the terms and conditions contained in this Lease, the Board agrees to reimburse the Village for the incremental cost of constructing the Premises and the Parking Spaces as follows:

a. The annual reimbursement payments for years 1-25 of the Lease shall be \$48,700.00;

b. The annual reimbursement payments for years 26-50 of the Lease shall be \$24,350.00; and

c. All reimbursement payments made hereunder shall be due and payable on the Commencement Date and annually thereafter. The parties may mutually agree in writing to change the reimbursements provided in Paragraphs 4.a and 4.b above.

5. **Assignment and Subletting.** The Board may not assign this Lease in whole or in part, or sublet all or any part of the Premises, without obtaining the prior written consent of the Village, which the Village may withhold in its sole discretion.

6. **Use of Property by the Board.** The Premises shall be used solely for the administrative offices of the Board and reasonable uses related thereto (“**Permitted Use**”). The Board shall restrict its use of the Premises to the Permitted Use and shall not use or permit the use of the Premises for any other purpose without the written consent of the Village, which it may withhold in its sole discretion.

7. **Alterations.** The Board shall not make any alterations, renovations, or modifications to the Premises (collectively, “**Alterations**”) without the prior written consent of the Village, which consent shall not be unreasonably withheld. In the event the Village grants the Board permission to perform any Alterations that by applicable law, rule, regulation or ordinance require architectural drawings, the Board shall provide the Village with architectural drawings (collectively, the “**Drawings**”) for the construction of such Alterations for the Village’s review and approval, which approval shall not be unreasonably withheld. In the event that the Alterations are of such a nature that architectural drawings are not required by the applicable laws, rules, regulations and ordinances, the Board shall provide the Village with a description of the work to be performed (the “**Description of Work**”), for the Village’s review and approval, which approval shall not be unreasonably withheld. Notwithstanding the actual written consent of Village to the submitted Drawings or Description of Work, the Village shall in no way be deemed to have approved of the appropriateness or adequacy of the Drawings or the Description of work. The Village’s consent with respect to the Drawings and Description of Work is limited to permission to construct the Alteration in accordance with the Drawings or Description of Work. The Village assumes no responsibility or liability for the Drawings or Description of Work whatsoever. The Alterations shall be constructed in a good and workmanlike condition and in accordance with all applicable laws, rules, regulations, and ordinances, including, but not limited to, compliance with the requirements of the *Illinois Prevailing Wage Act and all Village permitting requirements*. Any Alterations performed by Board shall remain on the Premises and become the property of the Village at the expiration of the Term of this Lease or any extension thereof, unless otherwise agreed to in writing by the parties.

8. **Maintenance of Property.** The Village shall be responsible for maintaining in good condition and repair the structural components of the Property, which include, but are not limited, to the roof, heating, ventilation and air conditioning system, plumbing system, and electrical system. The Board shall maintain the Premises in a neat and clean condition and free from damages, reasonable wear and tear excepted. The Board shall be responsible for damages caused to the Premises as a direct result of its use thereof, reasonable wear and tear excepted. If the Board refuses or neglects to repair any item as required under this Lease as soon as



reasonably possible after written demand, the Village may make such repairs in accordance with all applicable laws, rules, ordinances, and regulations, specifically including the payment of prevailing wages to any laborers and workers performing such work. Upon completion of such work, the Board shall reimburse the Village for its costs for making such repairs upon presentation of a bill therefor. The Village and the Board may enter into a separate agreement relating to shared services, including, but not limited to, janitorial services, copying services, shredding services, etc.

**9. Utility Services.** The Village shall be responsible for paying for garbage removal, gas, water, and electrical services serving the Property (collectively, the “**Utilities**”), and the Board shall be entitled to use of the Utilities, free of charge, provided such use is consistent with the demands of an office of the size of the Premises used for similar purposes (“**Base Utility Use**”). Should the Board need access to the Utilities in an amount in excess of the Base Utility Use (e.g., cleaning out desks and storage that results in excessive refuse and additional refuse containers), the Board shall be responsible for the costs directly associated with such use. The Board shall be responsible for obtaining and paying for any telephone and internet services to serve the Premises. The Village shall allow the Board to take such actions as may be reasonably necessary for it to install and operate its own telephone and internet services, which shall include, but not be limited to, access and use to existing fiber optic lines, to the extent that such access and use will not have a material adverse effect on the services being provided to the Village *via* such fiber optic lines.

**10. Insurance.** The Village and the Board shall provide and maintain during the Term of the Lease, with a reputable insurance company licensed to do business in Illinois, and at their respective sole cost and expense, the types and amounts of insurance set forth below:

- a. Commercial general liability insurance, on an occurrence basis, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with such insurance providing sexual abuse and molestation coverage.
- b. Property insurance for damage to property located on the Property in an amount of not less than \$1,000,000.
- c. Worker’s compensation insurance at statutory amounts and employer’s liability insurance with limits of at least \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease.
- d. Umbrella or excess liability insurance on an occurrence basis in amount of not less than \$5,000,000 per occurrence and in the aggregate. The umbrella or excess insurance shall follow the form of the underlying policies.
- e. Business auto insurance in an amount of not less than \$2,000,000 each accident covering liability arising out of any auto (including owned, hired, and non-owned autos).

f. The Board shall add the Village's Indemnitees (defined in Paragraph 11.a below) as additional insureds on a primary and non-contributory basis on all insurance required under this Lease, with exception of worker's compensation insurance and the business auto insurance; provided, however, if the business auto insurance does not provide insured status to the Village Indemnitees per its policy terms, the Board shall obtain a Designated Insured endorsement for said policy to cover the Village Indemnitees. The Village shall add the Board's Indemnitees (defined in Paragraph 11.b below) as additional insureds on a primary and non-contributory basis on all insurance required under this Lease, with the exception of worker's compensation insurance and the business auto insurance; provided, however, if the business auto insurance does not provide insured status to the Board per its policy terms, the Village shall obtain a Designated Insured endorsement for said policy to cover the Board Indemnitees. Each party shall provide the other with certificates of insurance showing the required coverage to be in effect on the Commencement Date and annually thereafter.

g. The Village shall have no obligation to insure the Board's personal property.

h. To the fullest extent permitted by the applicable insurance policy, without invalidating any insurance coverage provided thereunder, both parties waive any rights of subrogation their insurers may have against the other parties' indemnitees.

i. The Village may satisfy its insurance requirements hereunder through self-insurance, provided the coverage offered through the self-insurance is the same as if the Village had purchased the required insurance policies.

## 11. Indemnification.

a. *Board's Indemnity.* To the fullest extent permitted by law, the Board shall indemnify, defend and hold harmless the Village, its individual Board members, officers, employees and agents (collectively, the "**Village's Indemnitees**"), from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs, and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees arising out of or relating to any negligent act or omission and the intentional and willful and wanton conduct of the Board, its agents, employees, licensees, invitees and participants. The terms of this Paragraph 11.a shall survive the termination and expiration of this Lease.

b. *Village's Indemnity.* To the fullest extent permitted by law, the Village shall indemnify, defend and hold harmless the Board, its individual Board members, officers, employees and agents (collectively, the "**Board's Indemnitees**"), from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs, and

expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees arising out of or relating to any negligent act or omission and the intentional and willful and wanton conduct of the Village, its agents, employees, licensees, invitees and participants. The terms of this Paragraph 11.b shall survive the termination and expiration of this Lease.

**12. Governmental Approvals.** The Village shall obtain, at its sole cost and expense, any required governmental approvals, including, but not limited to, occupancy certificates or other licenses or permits required to use the Premises for the Board's Permitted Use.

**13. Substantial Damage & Destruction of Property.** If there shall be total destruction of the Premises by fire or otherwise, this Lease Agreement may terminate at the option of the Board. If the Premises is caused to be untenable for any reason whatsoever, the Board may terminate this Lease with thirty (30) days prior written notice to the Village. In the event that the Premises is damaged to the point where the Board is prevented from using more than fifty (50) percent of the Premises, and the damaged area cannot be repaired within sixty (60) days from the date of loss, then the Board may terminate this Lease, by giving the Village at least thirty (30) days prior written notice thereof. Should the Premises be untenable for any reason whatsoever and the Board does not exercise its right to terminate this Lease as provided in this Paragraph, the parties shall work together in good faith to secure alternate space for the Board at no additional cost. Moreover, the Term of this Lease shall be extended, without additional cost or expense to the Board, on a day for day basis for each day the Premises is untenable.

**14. Default.**

a. *The Board's Default.* In the event of any failure by the Board to pay any amount due hereunder within five (5) days after the same shall be due, or any failure to perform any other material term, condition or covenant of this Lease for more than thirty (30) days after written notice of such default shall have been given to the Board (unless such default cannot be cured within said thirty (30) day period and the Board has commenced to cure such default within such thirty (30) day period; provided, however, the Board shall cure such default within sixty (60) days of any notice of default), then the Village, besides other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons or property from the Premises by legal process. Should the Village at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Board all damages it may incur by reason of such breach.

b. *Village's Default.* In the event the Village fails to perform any material term, condition or covenant of this Lease for more than thirty (30) days after written notice of such default shall have been given to the Village (unless such default cannot be cured within said thirty (30) day period and the Village has commenced to cure such default within such thirty (30) day period; provided, however, the Village shall cure such default within sixty (60) days of any notice of default), then the Board shall have the right to terminate this Lease and or pursue any and all legal and equitable remedies available to it under the law and

shall be entitled to recover its attorneys' fees and court costs associated with such action.

**15. Right of Entry.** The Village shall have the right to enter the Premises during normal business hours, except in the case of emergency when the Village or the Village's agents may enter the Premises as needed to examine the same and show it to prospective purchasers, and to make such repairs, alterations, improvements, or additions as the Village may deem desirable so long as said entry does not unreasonably interfere with the Board's use of the Premises.

**16. Village's Covenant.** Upon payment by the Board of the Lease reimbursement payments herein provided, and upon the observance and performance of all covenants, terms and conditions on the Board's part to be observed and performed, the Board shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by the Village or any other person or persons lawfully or equitably claiming by, through, or under the Village subject, nevertheless, to the terms and conditions of this Lease.

**17. Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail by certified first class mail or deposited with a nationally recognized overnight delivery company with proof of service as follows:

**To the Village:**

Village of Downers Grove  
801 Burlington Ave  
Downers Grove, IL 60515  
Attn: Village Manager

**To the Board:**

Board of Education of Downers  
Grove Grade School District No. 58  
801 Burlington Ave  
Downers Grove, IL 60515  
Attn: Superintendent

Each party may, from time to time, designate a different address by notice given in conformity with this paragraph.

**18. Amendments.** It is acknowledged that the covenants and obligations herein are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Lease. This provision shall not apply to changes of address for forwarding of notice or rental payments.

**19. Recitals and Headings.** The recitals set forth at the beginning of this Lease are incorporated into and made a part of this Lease.

**20. Heirs, Successors, and Assigns.** Each and every obligation contained in this Lease Agreement shall be binding upon the respective parties, their heirs, legal representatives, successors, and assigns.

21. **No Waiver.** Failure of either party to insist on strict performance of the terms of this Lease Agreement, or the waiver of any breach of term or condition of this Lease Agreement by such party, will not be construed as waiving any other terms or conditions that remain or continue under this Lease Agreement, and the Lease Agreement will remain in full force and effect.

22. **Compliance with Laws.** The Board shall, throughout the Term of this Lease, and at the Board's sole cost and expense, comply with all laws, rules, regulations and ordinances applicable to the Board's use of the Premises.

23. **Right to Inspect Documents.** The Board shall have the right to inspect and obtain copies of any and all records, correspondence, videos, notes and any other documents related to the construction of the Facility and that may be related to or be connected with any obligations of the Board under this agreement. Access to the documents referenced hereunder shall be on such reasonable dates and times as mutually agreeable and without cost to the Board.

24. **Waiver of Claims to TIF Funds.** Pursuant to Section 11-74.4-3(q)(7.5) of the *Tax Increment Allocation Redevelopment Act* (the "Act") (65 ILCS 5/11-74.4-3(q)(7.5)) and Board Resolution entitled Resolution of the Board of Education of Downers Grove Grade School District No. 58 DuPage County, Illinois Waiving TIF Reimbursement adopted on July 11, 2022, the Board hereby waives its right to the reimbursement required pursuant to Section 11-74.4-3(q)(7.5) of the Act, as supplemented or amended, that would otherwise be required as a result of the Village's creation of the tax increment financing district by Village Ordinance No. 5926 and passed by the Village Council on May 10, 2022 (the "TIF District"). Furthermore, the Board hereby waives any other requirement for reimbursement or payment of any other amounts due to the Board now or hereafter required pursuant to the Act, as supplemented and amended related to the TIF District. The above waiver is conditioned upon the following: 1) the TIF District being limited to the area established by Village Ordinance No. 5926 and passed by the Village Council on May 10, 2022; and 2) the term of the TIF District not extending beyond twenty-three (23) years from the date of its creation; and 3) the TIF District not being dissolved, terminated or otherwise extinguished and replaced with a new tax increment financing district that includes the Property.

25. **Survival.** In the event any term, condition or paragraph of this Lease is held to be invalid by a court of competent jurisdiction, only such term, condition, and or paragraph shall be void, and the remainder of the Lease shall remain in full effect, unless it is impossible for the purpose of this Lease to be carried out in light of such court ruling.

IN WITNESS HEREOF, the parties have caused these presents to be executed in duplicate as of the day and year last above written.

**VILLAGE:**

**VILLAGE OF DOWNERS GROVE,**  
an Illinois home rule municipality

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BOARD:**

**BOARD OF EDUCATION OF  
DOWNERS GROVE GRADE  
SCHOOL DISTRICT NO. 58,**  
an Illinois body politic and corporate

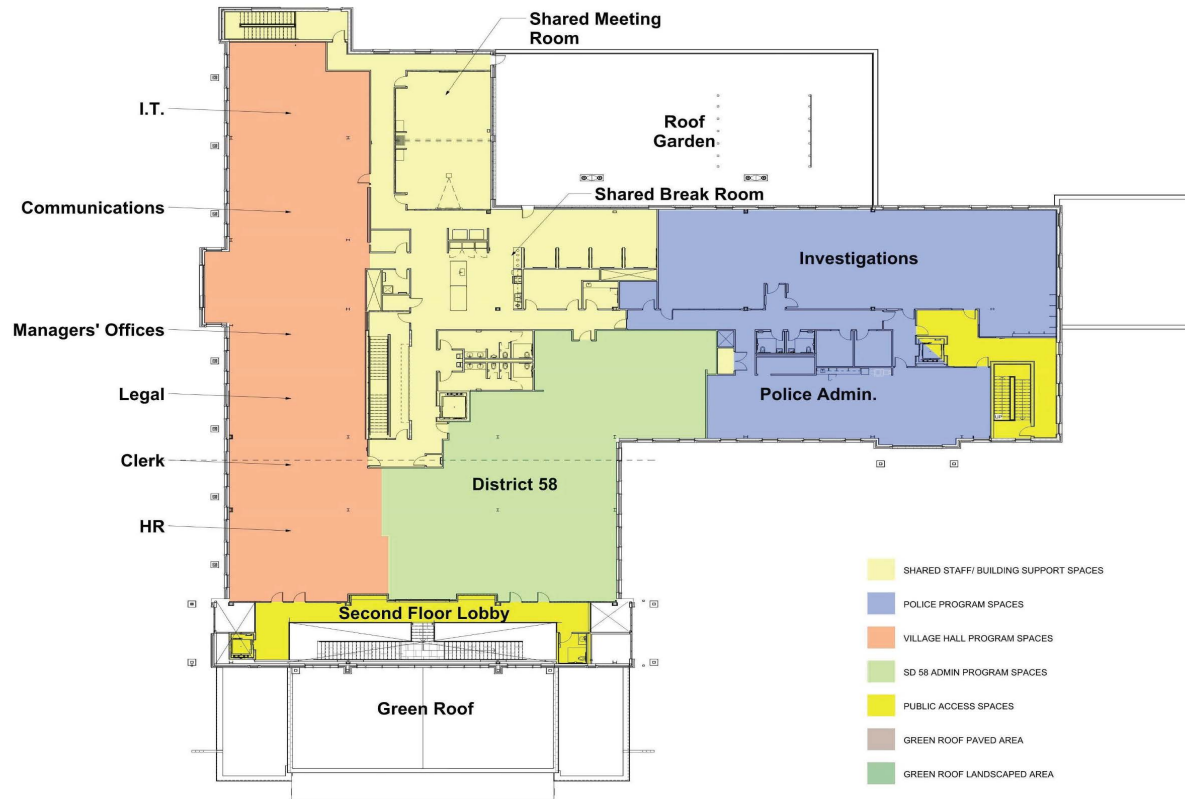
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

# EXHIBIT A

# PREMISES

## DOWNERS GROVE CIVIC CENTER

Village of Downers Grove, IL



### Second Floor Plan

June 7, 2022  
FGM Architects Inc.  
Job No. 22-33218.01

