

**RESOLUTION 22-23-03**

**A RESOLUTION APPROVING OF THE FIRST STUDENT  
VEHICLE LEASE BETWEEN THE HANOVER PARK  
PARK DISTRICT AND FIRST STUDENT, INC.**

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**BE IT RESOLVED** by the Board of Park Commissioners of Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:

**SECTION ONE:** That the First Student Vehicle Lease between the Hanover Park Park District and First Student, Inc. (the "Vehicle Lease"), dated as of May 23, 2022, is hereby approved.

**SECTION TWO:** The President of the Hanover Park Park District is authorized to sign the Vehicle Lease on behalf of the District.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 23, 2022

APPROVED: May 23, 2022

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President

ATTEST:

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Secretary

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Hanover Park Park District, Cook and DuPage Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. 22-23-03, enacted on May 23, 2022, and approved on May 23, 2022, as the same appears from the official records of the Hanover Park Park District.

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Secretary

## FIRST STUDENT VEHICLE LEASE

This vehicle lease agreement (the "Agreement") made as of the 23<sup>rd</sup> day of May, 2022 between Hanover Park Park District ("Lessee") having an address at 1919 Walnut Hanover Park, IL 60103 and First Student (formerly Laidlaw Transit Inc) ("Lessor") having an address at 1500 Wright Blvd. Schaumburg, IL 60193.

1. LEASE: Lessor hereby leases to Lessee and Lessee hereby hires for rent from Lessor, in accordance with and subject to the provisions of this Agreement, the following motor vehicle(s) to be used by Lessee as multi-passenger vehicles but not as school buses (the "Vehicles"):

Vehicle No.	Year/Make	Capacity	VIN
97740SB	2018 INT Model C2	72pass	4DRBUC8POJB139112

The term "Vehicle" whenever used in this Agreement shall be construed to mean the Vehicle identified above together with all equipment and accessories attached to such Vehicle at the time of delivery, and the term "Vehicles" shall be construed to mean the Vehicle or any replacement vehicle provided by the Lessor to the Lessee. Lessee shall ensure that all markings indicating "School Bus" on the Vehicles are covered or concealed and that any school bus safety features pertaining to the transport of children, such as the stop signal arm and the system of alternately flashing stop warning signal lights, shall not be operation or used.

2. **RENT and TAXES:** Lessee shall pay Lessor rent in the following amounts for the lease of the Vehicle or replacement vehicle. UPON EXECUTION OF THE CONTRACT LESSEE SHALL PAY THE SUM OF \$4,822.90 AS ONE HALF OF THE RENTAL PAYMENT TO BE PAID ON OR BEFORE JUNE 7, 2022 FOR THE CONTRACT TERM BASED UPON THE CHARGE OF \$175.37 PER VEHICLE, PER DAY FOR 55 DAYS AND A BALANCE OF \$4,822.89 TO BE PAID ON OR BEFORE AUGUST 12, 2022 FOR A TOTAL AMOUNT OF \$9,645.79.

The Lessee shall pay all taxes, fees, charges, wages and any applicable payroll deductions, which may be payable by reason of or incidental to the lease, use, operation or possession of the Vehicles.

Should Lessee fail to pay any part of the rent or any other sum required to be paid to Lessor by Lessee within ten (10) days after the date which such payment is due, Lessee shall pay Lessor a late charge of \$25.00, plus interest on such delinquent payment from the due date thereof until paid at the rate and as provided in the Prompt Payment Act (50 ILCS 505), or for any part thereof, which charges shall be without prejudice to any remedies which Lessor may have pursuant to this Agreement.

3. **DEPOSIT:** Lessee shall prior to the delivery of the Vehicles deposit the sum of \$ZERO with Lessor as security for the performance by Lessee of all the terms and provisions of this Agreement, which deposit shall be held by the Lessor until the Vehicles are returned to Lessor in accordance with the provisions of Section 9 of this Agreement. Lessor may set off any claims arising from the breach by Lessee of its obligations under this Agreement against the said deposit. Upon the return of the Vehicles by Lessee to Lessor in accordance with provisions of this Agreement Lessor shall refund the deposit to Lessee.

4. **TERM:** This Agreement shall commence on or about June 6, 2022 and shall continue for a period of 2 months thereafter, ending on or about August 12, 2022 unless terminated earlier as provided for herein. In the event Lessee fails to return the Vehicles to Lessor upon the expiration of this Agreement, Lessee shall then be deemed to be over holding and rent shall continue and all of the terms and conditions of this Agreement shall be applicable to such over holding by Lessee, provided always that at any time during such over

holding period Lessor may at its option terminate this agreement without notice to Lessee by retaking possession of the Vehicles at Lessee's expense and without legal process.

5. **DELIVERY:** The Vehicle shall be delivered to Lessee at Lessor's premises or at a place otherwise mutually agreed to by the parties. Lessee shall pay all costs incurred in connection with the delivery of the Vehicle immediately upon delivery. Upon delivery of the Vehicle, the Lessee shall complete the Bus Lease Check In/Out form appended hereto and note thereon any minor defects. By taking exclusive possession, custody and control of the Vehicle after completion of inspection of the Vehicle satisfactory to the Lessee on the date of delivery, Lessee agrees that such Vehicle is in good working order, repair, condition (subject to the minor defects listed on the Bus Lease Check In/Out sheet and completed on the date of delivery and appended hereto), and in all other respects satisfactory to Lessee.

6. **USE of the VEHICLES:** Lessee shall use and operate the Vehicles in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations Lessee shall only permit properly licensed drivers, with CDL training, to operate and drive the Vehicles, and all such drivers shall be and shall conclusively be deemed to be the agents or employees of Lessee only. Lessee shall not sublease, let for hire or loan a Vehicle to any third party under any circumstances whatsoever or permit a Vehicle to be operated or driven by a driver who is unacceptable to the insurance company referred to in Section 11 below.

7. **MAINTENANCE:** Lessee shall perform routine maintenance on the Vehicles as set out in the attached Maintenance Agreement. Lessee shall indemnify, reimburse and save Lessor harmless from and against all expenses, including but not limited to parts and labor, for mechanical damage or repairs to the Vehicles caused by Lessee's failure to maintain the Vehicles as set out in the Maintenance Agreement.

8. **TITLE AND REGISTRATION:** Title and ownership in and to the Vehicles shall at all times remain vested in Lessor, and Lessee shall not do or perform any act prejudicial thereto. Lessee shall not pledge, sell, assign, rehire, sublease, abandon, give up possession, damage or destroy the Vehicles.

The Vehicles shall be registered in the name of Lessor under the applicable laws pertaining to motor vehicles in the jurisdictions in which the Vehicles are regularly operated. Notwithstanding such registration, it is agreed that Lessor shall not be liable or responsible for: (a) any infraction of or noncompliance with any federal, state or municipal statutes, laws, ordinances, rules or regulations whatsoever relating to the operation, use or possession of the Vehicles during the term of this Agreement; or (b) loss or damage to persons or property caused by the acts or omissions of the Lessee and not the acts or omissions of the Lessor; and Lessee shall indemnify and save harmless Lessor from any loss, claims, expenses or damages whatsoever which Lessor may sustain as a result of any of the foregoing acts or omissions of the Lessee.

9. **RETURN of VEHICLES:** Upon the termination of this Agreement, or upon the termination of any extension hereof, or upon the occurrence of a default or repudiation of this Agreement, Lessee at its expense shall forthwith return the Vehicles to Lessor's place of business during normal business hours, and shall ensure that the Vehicles shall be clean inside and out and in the same condition as when delivered, ordinary wear and tear expected. Lessee shall pay as additional rent Lessor's cost of replacing any Vehicles or repairing any damage to Vehicles, which is not ordinary, wear and tear. The charges payable by Lessee for the return of unclean Vehicles shall be \$50.00 per Vehicle, which may be deducted by Lessor from the deposit set out in Section 3.

10. **LIMITATIONS:** Lessee acknowledges that it will examine the Vehicle on the date of delivery and will note any minor defects on the Bus Lease Check In/Out form appended hereto and on taking exclusive possession, custody and control thereof on the date of delivery thereof acknowledge that it is fully aware of the condition of the Vehicle, and that the Vehicle is in good condition and repair, subject to such minor defects as noted. Upon delivery of the Vehicle and acceptance thereof by taking exclusive possession, custody and control thereof on the date of delivery, Lessor and Lessee or their respective authorized representatives shall complete and jointly execute the "Check-out" portion of the Vehicle inspection report, including the mileage reading on the odometer and noting minor defects to the Vehicle, if any, thereon.

In the event the Vehicle does not operate as represented or warranted by the manufacturer or is unsatisfactory to Lessee for any reason, Lessee may make a claim against the manufacturer, and if the Vehicle is inoperable due to any material defect may claim a set off against all rent due under this Agreement, unless and until the Lessor furnishes a replacement vehicle of comparable size (a "Replacement Vehicle") if the Vehicle is inoperable (except if caused by the Lessee's negligence, misuse or failure to properly maintain the Vehicle) and the Vehicle cannot be repaired for less than \$1,000 or within seven (7) days of delivering it to an authorized bus repair provider or to the Lessor. Lessee otherwise waives any and all warranty, products liability and other claims against the Lessor. Lessor will cooperate with Lessee in enforcement of any such warranty made by the manufacturer with respect to the Vehicles.

Lessor shall not be liable or accountable to Lessee for, and Lessee hereby waives any claims against the Lessor on account of, any loss, damage, claim, demand, liability, cost or expense of any nature sustained by Lessee directly or indirectly resulting from any inadequacies for any purpose, or any defect in, or the mechanical failure of, the Vehicle, or from loss or interruption of the use of the Vehicle, subject to the provisions in the preceding paragraph, as modified or any loss of business, profits, consequential or any other damages of any nature whatsoever with respect to any of the foregoing circumstances.

11. **INSURANCE:** Lessee shall, at its sole expense, obtain and maintain at all times during the Term, insurance policies insuring the Lessee against third party liability involving the Vehicles and against loss or damage to the Vehicles by reason of fire, theft, collision or other casualty, in the amount of \$5,000,000 per bodily injury or property damage to others and in an amount not less than the replacement value of the Vehicles with respect to loss or damage to the Vehicles. All insurance policies shall (i) name the Lessor as an additional insured; (ii) provide sixty (60) days written notice to Lessor prior to the expiration, cancellation or material change of the insurance policy; (iii) be in the form of the Certificate of Coverage issued by the Park District Risk Management Agency ("PRDMA"), the risk management agency to which the Lessee belongs and is a member thereof, attached hereto which is hereby approved by the Lessor; and (iv) have a deductible of no more than \$2,500. Further, Lessor shall be named as the loss payee with respect to the proceeds of the insurance policies relating to loss or damage to the Vehicles. Lessee shall provide a certificate of insurance that complies with the above requirements to the Lessor prior to delivery of the Vehicles and during the Term Lessee shall provide current certificates of insurance to Lessor as needed. Lessee irrevocably appoints Lessor as the Lessee's attorney-in-fact to claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance policies. In no event shall this paragraph be construed to constitute or require the Lessee or PDRMA to provide a waiver of subrogation for any workman's compensation claim or claims.

12. **DEFAULT:** In the event that (a) Lessee fails to pay any rent or make any other payment under this Agreement when due, except for any rent set off only as authorized above; or (b) Lessee is in default of the performance of any obligations, condition, representation or warranty set out in this Agreement and shall fail to remedy such default within ten (10) days of receipt of written notice by the Lessor of such default; or (c) Lessee becomes insolvent or makes an assignment for the benefit of its creditors or applies for or consents to the appointment of a receiver, trustee or liquidator, or a receiver, trustee or liquidator is appointed without the application or consent of Lessee, or a petition is filed by or against Lessee under bankruptcy or insolvency laws providing for relief for debtors, or Lessee breaches any of the terms of any lien or credit agreements, or Lessee makes a bulk transfer of its assets, equipment or inventory; or (d) any other execution or writ or process is issued in any action or proceedings against Lessee, whereby the Vehicle, or the Replacement Vehicle, if applicable, may be taken or distrained; then Lessee shall be and shall be deemed to be in final default of this Agreement and shall for all purposes be deemed to have repudiated this Agreement, in which event any one or more of the following remedies shall be available to Lessor: (i) Lessor shall have the right to take immediate possession of the Vehicle wherever found, with or without process of law, and enter into any premises where the Vehicles may be found for the purpose of repossessing the Vehicles; and (ii) Lessor may by notice addressed to Lessee terminate this Lease and shall thereafter be entitled to the entire amount of the unpaid rent for the full balance of the term of this Lease, discounted to net present value at the date of termination, in accordance with generally accepted accounting principles.

The foregoing rights and remedies shall be cumulative, and in addition to and not in limitation of any other rights Lessor may have at law or in equity. In the event that the Lessor shall incur any legal costs, attorney's fees or court costs by reason of an event of default by Lessee under this Agreement, Lessee shall be liable to Lessor for such attorney's fees, court costs and any expenses related to the enforcement of Lessor's rights under this Agreement.

13. **INDEMNITY:** Lessee shall indemnify and save Lessor harmless from and against all fines and penalties, claims, losses, costs, damages, suits and expenses (including attorney's fees, court costs and experts fees resulting from, caused or contributed by or relating to or arising out of: (a) the breach by Lessee of any of the provisions of the Agreement; (b) the negligent act or omission of Lessee, its agents or representatives in the use, operation or possession of the Vehicles; or (c) any damage, loss, theft or destruction of the Vehicles and any bodily injury, property damage or death, whether or not covered by insurance arising out of or in connection with the use, condition or operation of the Vehicles during the term of this Agreement.

13 A. **LIMITATION ON INDEMNIFICATION OBLIGATIONS:** Notwithstanding any provision herein to the contrary, Lessee shall not be obligated to indemnify Lessor for any claims, losses, costs, damages, suits, expenses, fines, penalties and/or other liabilities arising out of and/or attributable to any defect in the vehicle and/or the negligence of Lessor, its employees, contractors, and/or agents.

14. **ASSIGNMENT AND AMENDMENTS:** No assignment of this Agreement or any interest hereunder shall be of any force or effect unless consented to in writing by Lessor. This Agreement may only be modified or amended by writing, stating that it is an amendment and signed by the parties.

15. **NOTICES:** Any notices desired or required to be given under this Agreement shall be made in writing by courier to the address to the party to whom notice is issued as set forth at the beginning of this Agreement, or to such other address as the parties may hereafter substitute by written notice.

16. **TIME:** Time is of the essence of this Agreement and each and all of its provisions.

17. **INTERPRETATION:** Whenever the context of this Agreement so requires, the singular number includes the plural and vice versa. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws in force in the jurisdiction where the Vehicles are located.

LESSOR: First Student

LESSEE: Hanover Park Park District

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Mark Elkins, President

# BUS LEASE CHECK IN/OUT

Scheduled Date of Return: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_  
 Customer Contact: \_\_\_\_\_  
 Alternate Phone: \_\_\_\_\_

Branch Name/# \_\_\_\_\_  
 Bus Number: \_\_\_\_\_  
 Bus Size: \_\_\_\_\_

Check Out Date: \_\_\_\_\_  
**MILEAGE:**  
 Odometer  
 Tachometer  
**FUEL:**  
 Gas  E  1/4  1/2  
 Diesel  3/4  F

**Return Date**  
**MILEAGE:**  
 Odometer  
 Tachometer  
**FUEL:**  
 Gallons to Fill: \_\_\_\_\_  
**OIL:**  
 Quarts to Fill: \_\_\_\_\_  
 Customer Signature: \_\_\_\_\_

Class II Lic. No.: \_\_\_\_\_  
 Branch Signature: \_\_\_\_\_

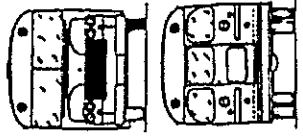
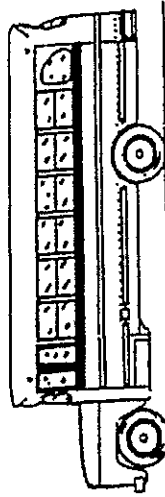
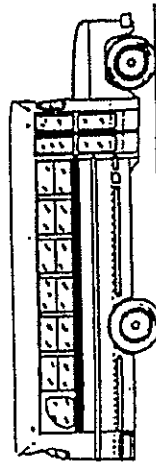
Branch Signature \_\_\_\_\_

**Note: When bus is checked OUT, indicate type of damage & location with an "X". When bus is checked IN, indicate any other noted damage with an "O".**

Explain next to each category, as needed.

- Scratch not thru paint
- Scratch thru paint
- Scratch deep enough to dent
- Dent
- Broken Glass
- Bad Tire
- Interior
- Top
- Cut Seat
- Miscellaneous

First Aid Kit	IN	<input type="checkbox"/>	Scheduled Service Dates:	
Seat Bells	OUT	<input type="checkbox"/>	Date	
Reflectors		<input type="checkbox"/>	Service Type	
Fire Extinguisher		<input type="checkbox"/>		
Lock		<input type="checkbox"/>		
Key		<input type="checkbox"/>		
Pins		<input type="checkbox"/>		
Pre-trip Forms		<input type="checkbox"/>		
Commercial Permit		<input type="checkbox"/>		



ALL ACCIDENTS MUST BE REPORTED IMMEDIATELY TO: Terry Scheerlinck 847-352-7900 or 847-530-3196

