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**Special Meeting of the
HAMPSHIRE TOWNSHIP PARK DISTRICT
Board of Commissioners
July 7, 2025
6:20 p.m.
390 South Ave.**

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**

- IV. Citizens to be Heard**

The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the Park District Staff, President or Board of Commissioners will not be allowed at this time, nor will any comment from the Board.

- V. Agenda**

- A. Junior Whips Assignment Agreement**

- VI. Adjournment**

In compliance with the Americans with Disabilities Act, if you need assistance or special accommodations in order to participate in the meeting, please contact the Hampshire Township Park District Administration Office at (847) 683-2690 a minimum of 72 hours in advance of the scheduled meeting. Every effort will be made to allow for meeting participation.

ASSIGNMENT AND ASSUMPTION OF DUTIES AGREEMENT

**BY AND BETWEEN
HAMPSHIRE JR. WHIPS NFP, an ILLINOIS NOT-FOR-PROFIT CORPORATION
AND
HAMPSHIRE TOWNSHIP PARK DISTRICT**

THIS AGREEMENT, made this [date of Agreement], by and between Hampshire Jr. Whips NFP, an Illinois Not-for-Profit Corporation ("Jr. Whips") and the Hampshire Township Park District ("Park District.")

R E C I T A L S

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, Park District and Jr. Whips hereby agree as follows:

1. Jr. Whips agrees to donate, convey, transfer, and assign to Park District, by appropriate deeds, bills of sale, and other instruments, all of its properties, assets, business, and goodwill (the "Property" or "Properties") owned by it on the Closing Date, which Property consists of any and all equipment, jerseys, intellectual property, webpages, logos, and other property owned by Jr. Whips, pursuant to a Plan of Distribution, incorporated herein and attached hereto as "Exhibit A."

2. Park District agrees to accept the Properties.

3. To effect the transactions contemplated herein, Jr. Whips will execute and deliver, on the Closing Date, all such deeds, bills of sale, and other documents of conveyance, transfer, or assignment as shall be necessary or appropriate to vest in Park District full and complete title to all of the Property being sold hereby to Park District. Subsequent to the Closing Date, Jr. Whips will execute and deliver, from time to time at the request of Park District, all such further instruments of sale, conveyance, or assignment and further assurance as may be necessary or appropriate to vest in Park District full and complete title to the Property of Jr. Whips intended to be conveyed by this Agreement.

4. The closing of the transactions contemplated hereby shall take place at such time and place as shall be mutually agreed on in writing by the parties hereto, but in any event no later than [date of closing] ("Closing Date"). In the event the closing shall not have occurred on the Closing Date, either Jr. Whips or Park District shall have the right, without liability to the other party, to cancel this Agreement, providing that the party seeking cancellation is not itself in default of any material obligation under this Agreement, by giving ten days' written notice to the other party as provided for herein. Upon the giving of such notice, this Agreement shall become null and void at the expiration of the ten-day period. Park District has no obligations to take on or otherwise employ the volunteers, staff, coaches, and/or board members of Jr. Whips.

5. Jr. Whips represents and warrants to Park District as follows:

(a) Jr. Whips is a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has all requisite power and authority to own and operate its properties and carry on its business as now conducted.

There are no existing material liabilities or obligations of Jr. Whips that arose out of, or relate to, any transaction of Jr. Whips occurring on or prior to the Closing Date that are not included as a liability or obligation on the exhibits appended hereto; and there are no liabilities or obligations occurring since such date other than those referred to on the exhibits or incurred in the normal course of Jr. Whips' business. The Board of Directors of Jr. Whips hereby warrants and represents that there is no known or pending litigation against the Jr. Whips as of the date of this Agreement.

(b) Jr. Whips is not liable for the payment of any federal, state, county, or local taxes. Any and all taxes for which Jr. Whips is or may become liable for will have been paid prior to the Closing Date.

(c) Jr. Whips has good and marketable title to all of the Properties.

(d) The Properties are in good condition and repair and are suitable for the purposes intended and, insofar as Jr. Whips is aware, are in substantial compliance with all applicable laws, ordinances, and regulations.

(e) There are no legal, administrative, or other proceedings pending or, to the knowledge of Jr. Whips, threatened against or involving Jr. Whips.

(f) Attached as Exhibit B is a complete list of all material contracts and agreements to which Jr. Whips is a party, including all leases of real or personal property, a list of bank accounts and safe-deposit boxes, and a list of all insurance policies. All of the contracts and leases set forth above are valid and enforceable in accordance with their terms.

(g) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Jr. Whips with Park District without the intervention of any broker or third party.

(h) The execution of this Agreement by Jr. Whips and the performance of its obligations hereunder will not violate any Agreement to which Jr. Whips is a party or the Articles of Incorporation, Bylaws, or any corporate resolution of Jr. Whips, or any applicable law or governmental rule.

(i) All necessary and proper corporate action authorizing the execution of this Agreement and the completion of the transactions contemplated hereby have been, or prior to the Closing Date will be, taken by Jr. Whips.

(j) Jr. Whips will on its own terms dissolve on the Closing Date as a nonprofit and take all necessary actions in connection therewith, including but not limited to including filing all necessary and relevant documents with the proper authorities to effectuate such dissolution.

(k) Jr. Whips represents and warrants and shall take appropriate corporate action to have the transactions contemplated hereby approved by its Board of Directors and Members.

6. Jr. Whips covenants that from the date hereof and until the Closing Date it will:

(a) Operate and conduct its business, properties, and assets in the normal course of business;

(b) Maintain the properties in good operating condition and repair, except for normal depreciation, wear, and tear;

(c) Not sell, mortgage, or otherwise encumber any of the properties other than in the normal course of business;

(d) Use its best efforts to preserve intact its organization and personnel commensurate with its business requirements;

(e) Keep in force all policies of insurance covering the Properties; and

(f) Not become obligated under any material contract or commitment unless approved in writing by Park District or unless contemplated hereby.

7. The obligation of Park District to close the transactions contemplated hereby is subject to the conditions that, at the Closing Date:

(a) The Properties shall be free of all liens and encumbrances except as permitted by this Agreement;

(b) Jr. Whips shall have delivered to Park District such deeds, bills of conveyance, and assignments and other documents for the sale, conveyance, and transfer of the Properties, in form satisfactory to Park District's counsel, as shall be deemed reasonably necessary to vest in Park District full and complete title to the properties contemplated to be sold, conveyed, and transferred pursuant to the terms of this Agreement;

(c) Each of the representations and warranties of Jr. Whips in this Agreement and each exhibit hereto shall be true in all material respects at the date hereof and as of the Closing Date as though made and delivered as of such dates;

(d) The closing of the transactions contemplated hereby shall have taken place on the Closing Date.

8. The obligation of Jr. Whips to close the transactions contemplated hereby is subject to the following conditions:

(a) The representations of Park District as of the Closing Date shall be true and correct in all respects, and Park District shall have complied with all the conditions to be performed and complied with by it and shall have delivered to Jr. Whips an appropriate instrument, in form satisfactory to counsel for Jr. Whips, assuming the obligations and liabilities of Jr. Whips as contemplated hereby; and

(b) No suit or proceeding challenging any of the transactions contemplated by this Agreement shall have been threatened or commenced.

9. All representations and warranties contained herein shall survive the Closing Date. Each Party agrees to indemnify the other from any and all claims, losses and damages that arise from a breach of the representations and warranties herein.

10. If any portion of the agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

11. Park District is not duty-bound or responsible for adopting or using any and all Articles of Incorporation, Bylaws, or any corporate resolutions, declarations, operating or procedural manuals of Jr. Whips by reason of this Agreement.

12. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or the next business day after being sent by a nationwide overnight courier service addressed as follows:

If to Jr. Whips, to: Scott Milison
President
1005 Peregrine Way
Hampshire, IL 60140

With a copy to: _____

If to Park District, to: Laura Schraw
Executive Director
Hampshire Township Park District
P.O. Box 953
Hampshire, IL 60140

With a copy to: James M. Vasselli, Esq.
Vasselli Law, LLC
2021 Midwest Road, Suite 200
Oak Brook, IL 60523

Or to such other address as such party may indicate by a notice delivered to the other party hereto.

13. The rights of the parties under this Agreement shall not be assignable without the prior written consent of the other parties.

14. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer on any person other than the parties and their successors and permitted assigns any right, remedy, or claim under or by reason of this Agreement.

15. This Agreement and the exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings, or letters of intent between or among any of the parties hereto.

16. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without invalidating the remainder of such invalid, illegal, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

17. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

18. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflict-of-laws provisions) of the State of Illinois.

19. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

The use of the word “including” in this Agreement or in any of the agreements contemplated hereby shall be by way of example rather than by limitation.

20. The closing of this Agreement is expressly conditioned upon the filing of all necessary documentation to effectuate the dissolution of Jr. Whips as a nonprofit.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement and caused its corporate seal to be affixed as of the day and year first above written.

HAMPSHIRE JR. WHIPS NFP, an ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Scott Milison, President

Attest: _____
Board Member

HAMPSHIRE TOWNSHIP PARK DISTRICT

By: _____
Laura Schraw, Executive Director

[corporate seal]

Attest: _____
Treasurer

EXHIBIT A
PLAN OF DISSOLUTION

EXHIBIT B



Memorandum

To: Hampshire Park District Board of Commissioners
From: Laura Schraw, Executive Director
Date: July 7, 2025
Agenda Item: V.A.
Subject: Junior Whips Assignment Agreement

Background

The Jr. Whips Board voted to assign the management of the Jr. Whips Basketball program to the Hampshire Township Park District.

Recommendation

Motion and a second for Staff to execute the agreement as presented.