



PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday January 10, 2024, 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date January 8, 2024

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the “Park Board”) will hold a Subcommittee Meeting at 5:00 pm on Wednesday January 10, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

**Please contact Michael J. Benard, Board Secretary, for further information.
mbenard@wheatonparks.org**

Michael J. Benard
Secretary

The Agenda for the January 10, 2024, Subcommittee Meeting is as Follows:

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district’s ADA Compliance Officer, Michael Benard, at the park district’s Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 630.945-7726; fax number 630.665.5880; email dsiciliano@wheatonparks.org



Wheaton Park District

Subcommittee Meeting of the Wheaton Park District Board of Commissioners

January 10, 2024, 5:00 pm

No Action Will Be Taken at This Meeting – Review & Discussion Only

DISCUSSION ITEMS

Finance and Administration

1. **DuPage County Historical Museum Foundation** – Review of Resolution Approving an Appointment to the Foundation Board
2. **Purchase of Residency Benefits by Non-Residents** – Review of Policy Draft

Buildings and Grounds

1. **Community Center Rehab Project Phase 2** – Review of Change Order #2 with Stucky Construction
2. **Central Athletic Complex Kale Gym Floor Replacement Project** – Review of Project Scope
3. **2024 Mowing and Line Trimming Services** – Review of Proposals
4. **Memorial Park** – Review of Request for Approval to Serve Beer and Wine During Concerts and Special Event in 2024
5. **Central Athletic Center Parking Lot** – Review of License Agreement for Access and Use
6. **Prairie Avenue Office Building** – Review of Agreement with Computer System Innovations for Lease of Office Space

CLOSED SESSION

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c)(1)
- b. Purchase or Lease of Real Property, 5ILCS 120/2 (c)(5)
- c. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- d. Pending, Probable or Imminent Litigation, 5ILCS 120/2 (c)(11)
- e. Discussion of Minutes of Meetings Lawfully Closed Under this Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes, 5 ILCS 120/2(c)(21)

ADJOURNMENT

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 630.945-7726; fax number 630.665.5880; email dsiciliano@wheatonparks.org

**WHEATON PARK DISTRICT
RESOLUTION 2024-01**

**APPOINTMENT TO THE BOARD OF THE
DU PAGE COUNTY HISTORICAL MUSEUM FOUNDATION, INC. BY THE
WHEATON PARK DISTRICT BOARD OF COMMISSIONERS**

WHEREAS, DuPage County Resolution GE-0002-04, dated March 23, 2004, established a governing board of the DuPage County Historical Museum (MUSEUM) and outlined the duties to be performed by said Board, which was referred to as the DuPage County Historical Museum Advisory Board; and

WHEREAS, DuPage County Resolution DC-0002-08, dated June 24, 2008, adopted an agreement between DuPage County (COUNTY) and the Wheaton Park District (PARK DISTRICT) whereby the PARK DISTRICT assumed the operation of the MUSEUM to employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, said agreement between the COUNTY and the PARK DISTRICT recognized the FOUNDATION Board of Trustees as the advisory and fundraising board of the MUSEUM and established that the COUNTY and the PARK DISTRICT shall each appoint fifty percent (50%) of the Trustees of the FOUNDATION, the total number being in accordance with FOUNDATION bylaws, and, in accordance with FOUNDATION bylaws, the FOUNDATION Trustees may elect one additional Trustee; and

WHEREAS, Sameera Hussain, of Burr Ridge Illinois has agreed to serve as members of the FOUNDATION Board of Trustees; and

WHEREAS, such appointments require the advice and consent of the Wheaton Park District Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Wheaton Park District Board of Commissioners does hereby advise and consent to the appointment of Sameera Hussain to serve as a member of the Board of Directors of the DuPage County Historical Museum Foundation, Inc. for a term as provided by the by-laws of the FOUNDATION; and

**WHEATON PARK DISTRICT
RESOLUTION 2024-01**

BE IT FURTHER RESOLVED that the Secretary of the Board of Park Commissioners shall transmit certified copies of this resolution to the County Board Office.

Enacted and approved this 17th day of January, 2024, at Wheaton, Illinois.

PASSED THIS 17th day of January, 2024.

AYES: ___ NAYS: ___ ABSENT: ___

**President, Board of Park Commissioners
Wheaton Park District
DuPage County, Illinois**

**ATTEST: Secretary, Board of Park Commissioners
Wheaton Park District
DuPage County, Illinois**

DuPage Museum Foundation Board Status Report January 10, 2024

Prepared by M. Benard, Secretary

630-945-7726 mbenard@wheatonparks.org

Pursuant to the Intergovernmental Agreement between the County of DuPage and the Wheaton Park District which was executed in June and July of 2008:

Advisory and Fundraising Board (previously “Association,” currently “Foundation”) County and Park District acknowledge the Board established by County Resolution GE-0002-04 in March 2004

- Advisory and Fundraising are primary missions – no authority over staff and operations
- County and Park District each appoint fifty percent of trustees
- Per the bylaws (as referenced in the IGA) membership is no less than 3 and no more than 13
- Park District Executive Director, shall at all times be a member of the Board
- Foundation Board may appoint/elect one additional trustee (Bylaws Amended July 9, 2014)
- Four year terms, Annual Meeting and officer election in January

BOARD MEMBERS

Michael Benard, WPD Executive Director | *Permanent Board Secretary & Voting Member per IGA*

William Barrett, Wheaton Park District Park Board Member | *WPD Board Liaison, nonvoting member*

Park District Appointments

	Name	Company/Field	Residence	Initial Appointment	Term Expires
1	David Thiel	Transnational Bankcard	Wheaton	February 2017	February 2025
2	Marty Keller <i>President</i>	Milton Township CERT	Wheaton	February 2017	February 2025
3	Troy Rodman	Coldwell Banker	Wheaton	February 2017	February 2025
4	Emily Doyle <i>Vice President</i>	Peak Six Concordia University	Aurora	October 2019	October 2023
5	Samerra Hussain		Burr Ridge	PENDING	

County Appointments

	Name	Company/Field	Residence	Initial Appointment	Term Expires
1	Vacant				April 2024 ¹
2	Bill Liu		Naperville	June 2022	June 2026
3	Melody Coleman <i>Treasurer</i>	DuPage County Historical Society	Naperville	February 2019	February 2027
4	Philip Buchanan	Exhibit design	Naperville	September 2020	September 2024
5	Michael Childress	County Board Member	Bloomingtondale	February 2023	April 2026 ²
6	Glennette Tilley Turner	Author and historian	Wheaton	June 2022	June 2026

Foundation Board Appointment

1	Daniel Wagner	Inland Real Estate	Wheaton	March 2021	March 2025
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¹ This position will be filled to finish the late Bob Jacobsen’s term.

² Michael Childress is finishing out a term vacated by a former Foundation member.



WHEATON PARK DISTRICT
Purchase of Residency Benefits by Non-Residents
POLICY – DRAFT 1/10/24

Adopted:

Purchase of Residency Benefits by Non-Residents

DRAFT

The Wheaton Park District understands that non-residents who live outside of the District boundaries and do not pay taxes to the District will participate in programs offered by the District. Non-residents are permitted to participate in District programs, but District residents have the opportunity to register prior to non-residents, and non-residents will be required to pay the appropriate non-resident fees prior to participating.

Property owners who either reside in unincorporated territory or outside of the corporate boundaries of the Park District, but within the corporate boundaries of School Districts 200 or 89, may obtain Wheaton Park District resident status by paying a fee equal to the Park District property tax amount that would be paid if the property was located within the Park District boundaries. Such property owners will be charged the assessed valuation of their property, less the homestead exemption, multiplied by the current Wheaton Park District tax rate. To determine the fee, property owners must provide one of the following:

- The property owner's most recent property tax bill.
- A copy of the property owner's assessment notice or assessment advice (which gives the assessed valuation) issued by the township assessor's office.

Renters who either live in unincorporated territory or outside of the corporate boundaries of the Park District, but within the corporate boundaries of School Districts 200 or 89, also may obtain resident status and will pay an annual amount equal to 15% of their monthly rent payment. Renters must present a current lease, rent receipt, or copy of a cancelled rent check.

Nonresident property owners or renters must pay the appropriate fee annually to maintain resident status.

Nonresident property owners who are eligible to annex their property into the Park District Corporate Boundaries are not eligible to purchase resident status in the manner outlined in this policy.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Phase 2 Interiors – Change Order #2

DATE: January 5, 2024



SUMMARY:

Work on the Community Center phase 2 interiors is underway. Several small changes have been recommended.

CR04	Shower head change	\$4,133.80
CR07	Steam generator sizing and electrical	\$7,926.31
CR08	Wall pads	\$1,375.00
CR09	Ceiling tile change to 2x2 in PPF office	\$1,342.00
CR10	PPF signage	\$10,198.10
CR11	Tile face to benches	\$1,649.62
CR12	Addition IT cabling	\$4,219.06
	Total Change	\$30,843.89

PREVIOUS COMMITTEE/BOARD ACTION:

The original contract with Stuckey Construction was approved at the August 14, 2023 board meeting, along with a 10% contingency for this project. Change order 1 was approved at the November 29, 2023 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

The original contract	\$3,945,000.00	Approved August 14, 2023
Change Order #1	\$12,003.56	Approved November 29, 2023
Change Order #2	\$30,843.89	Current Recommendation
Total	\$3,987,847.45	\$351,652.55 contingency remaining

STAKEHOLDER PROCESS:

Our architect reviewed these changes and recommended proceeding. Community Center staff continues to be involved though the construction process.

ATTACHMENTS:

Williams recommendation letter - pending
Stuckey quotes

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #2 in the amount of \$30,843.89 a with Stuckey Construction.

5 January 2024

Steve Hinchee, Supt. of Planning
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

Re: Community Center Remodeling Phase 2
Project No. 2023-023
Change Order #2

Dear Steve,

We have reviewed the proposed Change Orders prepared by Stuckey Construction Company for the subject project as indicated in the Statement of the Issue dated 5 January 2024 prepared by yourself and Rob Sperl. All of the proposed changes became necessary due to minor additions to the project scope adding value to the project. The proposed changes have been reviewed against contract document requirements and appear to be justified, with the change order amounts appropriately documented with supporting backup as required.

We support staff's recommendation to approve these changes and process a change order to Stuckey Construction Company in the amount of \$30,843.89.

Cordially,



Scott Morlock, AIA, NCARB, LEED AP
Associate Principal

cc: Tom Poulos, Gary Pingel, Sean Leider, Carrie Kotera - Williams Architects



Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)336-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 4
Date: 10/23/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Bradley Shower head CHange

We are pleased to offer the following specifications and pricing to make the following changes:

See Provancal Plumbing Scope \$3,758
SCC: \$375.80
Total: \$4,133.80

The total amount to provide this work is \$4,133.80

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)336-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 7
Date: 11/7/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Upgraded Steam Generator costs

We are pleased to offer the following specifications and pricing to make the following changes:

MG mechanical: \$2,534.74
Kellenberger Electric: \$4,891

SCC:\$742.57

Total:\$8,168.31

The total amount to provide this work is \$8,168.31

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____



Change Order
CO 2376.01 Revised

GC: Stuckey Const.
ATTN: Chad Nate

Date: 12/1/2023
Job Name: Wheaton PD Phase 2

PM: Dan Bednarek

You are hereby authorized to perform the following specifically described work:

Steam Generators

Original Spec of steam generators was 2 - 70amp feeds from Twin 100amp fused bucket switch in MDP

- Install New Twin 200amp switch in lieu of 100amp Twin switch
- * Breakdown: Material / Credit for original install of 100amp Twin
- * Other materials - New twin 200amp switch, fuses, & wire
- * Install 2" Conduit & Junction Box for future 200amp panel

<u>Estimate</u>	<u>Amount</u>
Materials	\$ (1,435.00)
Other - Materials	\$ 5,331.00
Labor	\$ 540.00
Overhead	\$ 222.00
Profit	\$ 233.00

TOTAL THIS CHANGE ORDER: \$ 4,891.00

Date _____ Authorizing Signature Tim Kellenberger
We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price.

PLEASE SIGN AND RETURN ONE COPY

Authorized Signature _____ Date _____
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
Note: This revision becomes part of, and in conformance with, the existing contract.



MG Mechanical Contracting, Inc.
1513 Lamb Road
Woodstock IL 60098

CHANGE ORDER REQUEST

ORDER 3
 ORDER DATE 10/25/2023
 ORDERED BY 394 Kevin Box
 CUSTOMER ORDER

TO Stuckey Construction
2020 N. Lewis Ave.
Waukegan IL 60087-4722
 Attn: Chad Nate

PROJECT 180
Wheaton PD-Community Center PH2
1777 S. Blanchard St.
Wheaton IL 60189

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED
 SPECIFICATIONS ATTACHED

Description of Work	Amount
Larger Mr Stem Generator per engineer note Per the approved submittal, engineer marked up to provide larger unit.	2,408.00
MG Mechanical OH&P 5%	126.74

Notes

CONDITIONS: After 15 days this quotation is void and subject to revision. This change proposal is based solely on direct cost elements such as labor, material and normal or contractually stipulated markups and does not include any amounts for changes in sequence of work, delays, disruption, rescheduling, extended overhead or impact cost. It is not possible to access any related impacts and costs at the present time and therefore all rights are expressly reserved to make claim for any and all such cost prior to final settlement of the contract. This proposal assumes and is based upon issuance of an executed change order in a timely manner such that work can be billed within the next billing cycle. No work will begin without executed change order.

Negative changes will lower the overall contract price requiring no additional payment by owner. *Requested Amount of Change* 2,534.74

The original Contract Sum was.....	207,000.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	207,000.00
The Contract Sum will be changed by this Change Order	2,534.74
The new Contract Sum including this Change Order will be.....	209,534.74
The Contract Time will be changed by.....	0 Days

Approved _____ Date _____ Date _____
 Contractor _____ Owner _____

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)336-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 8
Date: 11/9/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Added wall pads Zone 205

We are pleased to offer the following specifications and pricing to make the following changes:

Carroll Seating: \$1,250
SCC:" \$125.00

The total amount to provide this work is \$1,375.00

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)338-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 9
Date: 11/21/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Added ceiling grid revision to 2x2 and new tile

We are pleased to offer the following specifications and pricing to make the following changes:

ISC: See attached \$1,220
SCC: \$122.00

Total: 1,342

The total amount to provide this work is \$1,342.00

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____



Integrated Specialty Contractors

Date: 11/21/2023

Attention:

Chad Nate
Stuckey Construction

Project:

Wheaton Park District Community Center
Office E102 Acoustical Ceiling

Change Order Pricing

Please see the pricing below to supply and install new 2' tees and ACT-1 ceiling tile in Office E102.

Material:

Ceiling Tile = 384sf (6 Full Cartons at 64sf/ctn) x \$1.43/sf = \$549.12

Ceiling Grid = 120LF (1 Carton) of 2' Tees x \$.84/LF = \$100.80

Labor:

Credit for Remove & Reinstall for Plumbing Work = 2 hours x \$142.42/hr = \$284.84

2 hours to install new 2' Tees x \$142.42/hr = \$284.84

4 hours to install new ceiling tile x \$142.42/hr = \$569.68

Total Change Order: \$1,220

Sincerely,

Ivan Meiring

847-942-8323

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)336-8675

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 10
Date: 11/30/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Added signage as requested

We are pleased to offer the following specifications and pricing to make the following changes:

CorPro Signs (see attached) \$9,271
SCC: \$927.10

Total: \$10,198.10

The total amount to provide this work is \$10,198.10

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____



November 30, 2023

To: Stuckey Construction

Project: Wheaton Community Center

Scope: Signage

A) Dimensional Letters

8" Tall

1 ½" Depth

Fabricated Stainless Steel

Non Illuminated

Vertical Brushed Finish

Installed using Hidden Threaded Studs w/Standoffs

Copy to Read:

PARKS PLUS FITNESS

2 Sets

Total Installed Cost: \$4,237.00

B) Dimensional Letters (Illuminated)

30" Tall

1 ½" Depth

Fabricated Stainless Steel

Halo-Lit Letters (Blue)

Vertical Brushed Finish

Installed using Hidden Threaded Studs w/Standoffs

Copy to Read:

PPF

1 Set

Total Installed Cost: \$4,034.00

6419 Material Ave.
Loves Park, IL 61111
815-633-1201



****Please Note: ½ Down required prior to production. Remaining Balance due upon completion.****

Labor is quoted as Prevailing Wage. If Union labor is required, please add \$1,000.00.

Please note: *Due to current economic conditions, pricing is valid for 30 days.**

If quote is not accepted within 30 days of receipt, CorPro Signs reserves the right to update pricing. ***

6419 Material Ave.
Loves Park, IL 61111
815-633-1201

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph: (847)336-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 11
Date: 12/1/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Add CT-3 face of benches

We are pleased to offer the following specifications and pricing to make the following changes:

Douglas flooring (see attached) \$1,967.65
SCC credit labor of wall protection: Deduct (4) hrs: Deduct <\$468>

SCC: \$149.97

Total: \$2,164.42

The total amount to provide this work is \$1,649.62

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____



200 Alder Drive
North Aurora, IL 60542

Phone: (630) 892-8620 Fax: (630) 630-897-8387

Date: 12/1/2023

Billing Name: Stuckey Construction
Address:
City,State,Zip:
Phone# :

Job Name: Wheaton Park District
Parks Plus Added CT-3

Proposal

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Note: This proposal may be withdrawn if not accepted within 20 days.

Salesperson: Ryan Nolan 630-880-4644

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Add additional CT-3 12x24 Cove Storm at 3 sections of the Atrium benches. Approx. 36 lf total.
Schluter Schiene A-125-ATG at top edge of tile. All tile to be install vertically.

Add: \$1,967.65

Labor

21 Journeyman - Ceramic Labor 10 hrs @ \$110.00 = \$1,110.00

Labor Total: \$1,110.00

15% OH&P: \$166.50

Materials/Tools

Mapei ULtraFlex LFT50lb 2 bags @ \$28.00 = \$56.00

Mapei Kerapoxy CQ 1gal 1 pail @ \$115.00 = \$115.00

Atlas Concorde Cove 12x24 Storm CT-3 80 sf @ \$4.00 = \$320.00

Schluter Schiene A-125-ATG 5 pc @ \$22.00 = \$110.00

Material Total: \$601.00

15% OH&P: \$90.15

Unless otherwise stated, this bid does not include moving any furniture, prep time, cleanup to start the job, or removal of existing flooring. Any additional work that is necessary to complete the job, but not specified in the contract will incur a charge that will be added to the final bill.

(Includes applicable labor & taxes) Proposal Total: \$1,967.65

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted: _____

Signature: _____

Stuckey Construction Co.

2020 N. Lewis Ave.
Waukegan, IL 60087
Ph : (847)338-8575

Change Request

To: Scott Morlock
Williams Architects
500 Park Boulevard
Suite 800
Itasca, IL 60143
Ph: 630-221-1212 Fax: 630-221-1220

Number: 12
Date: 12/8/23
Job: 23-067 Wheaton PD Comm Ph 2 Remodel
Phone:

Description: Additional cabling and rough ins

We are pleased to offer the following specifications and pricing to make the following changes:

Kellenberger Electric: \$3,836
SCC: \$383.60

Total: \$4,219.60

The total amount to provide this work is \$4,219.60

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: _____
Date: _____



Change Order
CO 2376.03

GC: Stuckey Const.
ATTN: Chad Nate

Date: 12/8/2023
Job Name: Wheaton PD Phase 2

PM: Sam Odom

You are hereby authorized to perform the following specifically described work:

- Furnish & install additional owner requested data cables
- 1. (1) Category 6 cable to (1) location in recovery room.
- 2. (2) Category 6 cables to (1) 2D location at the front desk.
- 3. (4) Category 6 cables to (1) 4D location at the front desk.
- Furnish rough in for added cables

<u>Estimate</u>	<u>Amount</u>
Materials	\$ 30.00
Voice / Data	\$ 3,310.00
Labor	\$ 139.00
Overhead	\$ 174.00
Profit	\$ 183.00

TOTAL THIS CHANGE ORDER: \$ 3,836.00

Date _____ Authorizing Signature Tim Kellenberger
We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price.

PLEASE SIGN AND RETURN ONE COPY

Authorized Signature _____ Date _____
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
Note: This revision becomes part of, and in conformance with, the existing contract.



CHANGE ORDER

CO1717 03

To: Kellenberger Electric
Attn: Dan Bednarek

December 5, 2023

RE: Wheaton Park District

You are hereby authorized to perform the following specifically described additional work:

Voice/Data Scope of Work

Furnish & install the following:

1. (1) Category 6 cable to (1) location in recovery room.
2. (2) Category 6 cables to (1) 2D location at the front desk.
3. (4) Category 6 cables to (1) 4D location at the front desk.

TOTAL COST \$3,310.00

- **Rough-in by others.**

Date December 5, 2023

Authorizing Signature Zach Cox

We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price.

PLEASE SIGN AND RETURN ONE COPY

Authorized Signature _____

Date _____

Note: This revision becomes part of, and in conformance with, the existing contract.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Central Athletic Complex Kale Gym Floor Replacement - Update

DATE: January 10, 2024



SUMMARY:

In 2016, staff bid and performed renovations to the gym floors at the Central Athletic Complex. The wood flooring in the Main Gym was replaced and the flooring in Kale Gym was patched and refinished. Further wear on the Kale Gym flooring indicates that the entire floor in this gym should be fully replaced. The Kale Gym itself will be closed for construction. However other parts of the Central Athletic Complex will remain open.

Staff is foreseeing a very long lead time in scheduling. We are being told contractors are already booked out through next summer. The bid was sent out far in advance so that work can be done in August-September of 2024.

Plans and specifications were prepared by staff. Bids were solicited on November 14 and Addendum #1 was sent out November 21. Bids were opened on November 29. The results were as follows:

Contractor	Base Bid
HDI Enterprises	\$164,000
Floors Inc.	\$183,800
Top Performance Corp.	\$204,900
Tiles in Style	\$205,786
Keifer Specialty Flooring Inc.	\$277,890

Staff checked references and they were found to be favorable.

Subsequent to opening bids, test results were received indicating the vapor barrier contains asbestos. Staff is working with JMS Environmental who is testing the various flooring materials to help us determine our best course of action in proceeding with the project.

PREVIOUS COMMITTEE/BOARD ACTION:

At the December 20 Board meeting, the commissioners tabled a decision on the bid to allow time to further investigate the asbestos issue and explore options on how to proceed.

REVENUE OR FUNDING IMPLICATIONS:

Kale Gym Floor Replacement was placed in the 2024 Budget #40-000-187-57-5706-0000 for \$200,000.

STAKEHOLDER PROCESS:

The Athletic Department was consulted regarding adding pickleball court striping to the Kale Gym.

LEGAL REVIEW:

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

Staff consulted with our attorney and discussed various options on how to proceed with the project.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff expects to receive the latest asbestos test results the week of January 8 and will update the board with a recommendation at that time.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Dan Hopkins, Superintendent of Parks

THROUGH: Michael Benard, Executive Director

RE: 2024 Mowing and Line Trimming Services – Request for Proposals

DATE: November 28, 2023



SUMMARY:

The turf areas in all our parks require seasonal care and maintenance that is currently performed by Park Services employees. Hiring seasonal staff to keep up with park mowing and trim work has become increasingly difficult in recent years. This work includes the following - mowing of turf areas; trash and debris pick-up in lawn areas; trimming (around trees, shrubs, plants, play equipment, signs, fences, and sidewalks/paths); and blowing off all surfaces.

Contracted seasonal mowing and trim work services (a yearly season from April 1 through October 31), was instituted for the first time in 2023, for the following parks south of Butterfield Road. Maintenance for these eight parks (totaling 17.8 acres of work), requires the most time to transport equipment.

- Arboretum Mews
- Albright Park
- Blacksmith Park
- Hull Park
- Scotts Cove Park
- Clydesdale Park
- Appleby Park
- Scottdale Park

The contractor that was awarded the mowing contract for the 2023 season did not meet the expectations of the park district's standards, especially the trimming and finishing work. Staff decided that a renewed Request for Proposals (RFP) for the 2024 season would be sent out. The RFP asked for costs for each of the next three years, with the direction that the Park District would issue the contract on an annual basis with the option to renew yearly for up to two more years. Twenty-one contractors received the RFP document on October 30, 2023, and three contractors responded. Following are the results:

Contractor	<i>2024 Total</i>	<i>Unit Cost for Week of Service</i>
Langton Group	\$26,287.00	\$876/week
Apex Landscaping Inc.	\$28,310.00	\$920/week
Sebert Landscaping	\$21,988.00	\$872/week

References for Sebert Landscape were checked and proved favorable.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

The budget amount for 2024 is \$18,533.44 in GL #10-101-000-52-5211-0000.

LEGAL REVIEW:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner’s accept the 2024 yearly proposal from Sebert Landscape for \$21,988.00.

TO: Board of Commissioners
FROM: Mike Benard, Executive Director
THROUGH: Carolyn Wilkin, Special Event Manager
Dan Novak, Director of Athletics & Facilities
RE: 2024 Memorial Park Special Events
DATE: January 10, 2024



SUMMARY: Staff seeks the board’s approval to serve liquor (beer/wine/RTDs) in Memorial Park for the following park district special events:

- **Cream of Wheaton:** May 30 – June 2
- **Summer Entertainment Series:** June 21, 22, July 19, 20, 21, August 2, 3, 16, 17, September 13, 14 (Rain Dates: September 20, 21)
- **October Fest:** October 5

Staff proposes the beer garden area to include the entire footprint of Memorial Park as it has in previous years.

Cream of Wheaton 2024

Cream of Wheaton is scheduled for May 30 – June 2. The Beer Garden will be open for service on Thursday, 4-9:30P, Friday, 4-9:30P, Saturday, 8A-9:30P and Sunday, 1-7P. This event is held in partnership with the Wheaton Chamber of Commerce.

Summer Entertainment Series 2024

This will be the fourth season for the Summer Entertainment Series in Memorial Park. Concessions will be available at concerts from 5 to 9:30P. Dates include June 21, 22, July 19, 20, 21, August 2, 3, 16, 17, September 13, 14 (Rain Dates: September 20, 21).

October Fest 2024

The October Fest event will offer event attendees 18 – 2 oz. beer samples in Memorial Park between the hours of 2 and 5P on Saturday, October 5. This event will be 21+ and will feature Oktoberfest/Fall beverages.

REVENUE IMPLICATIONS

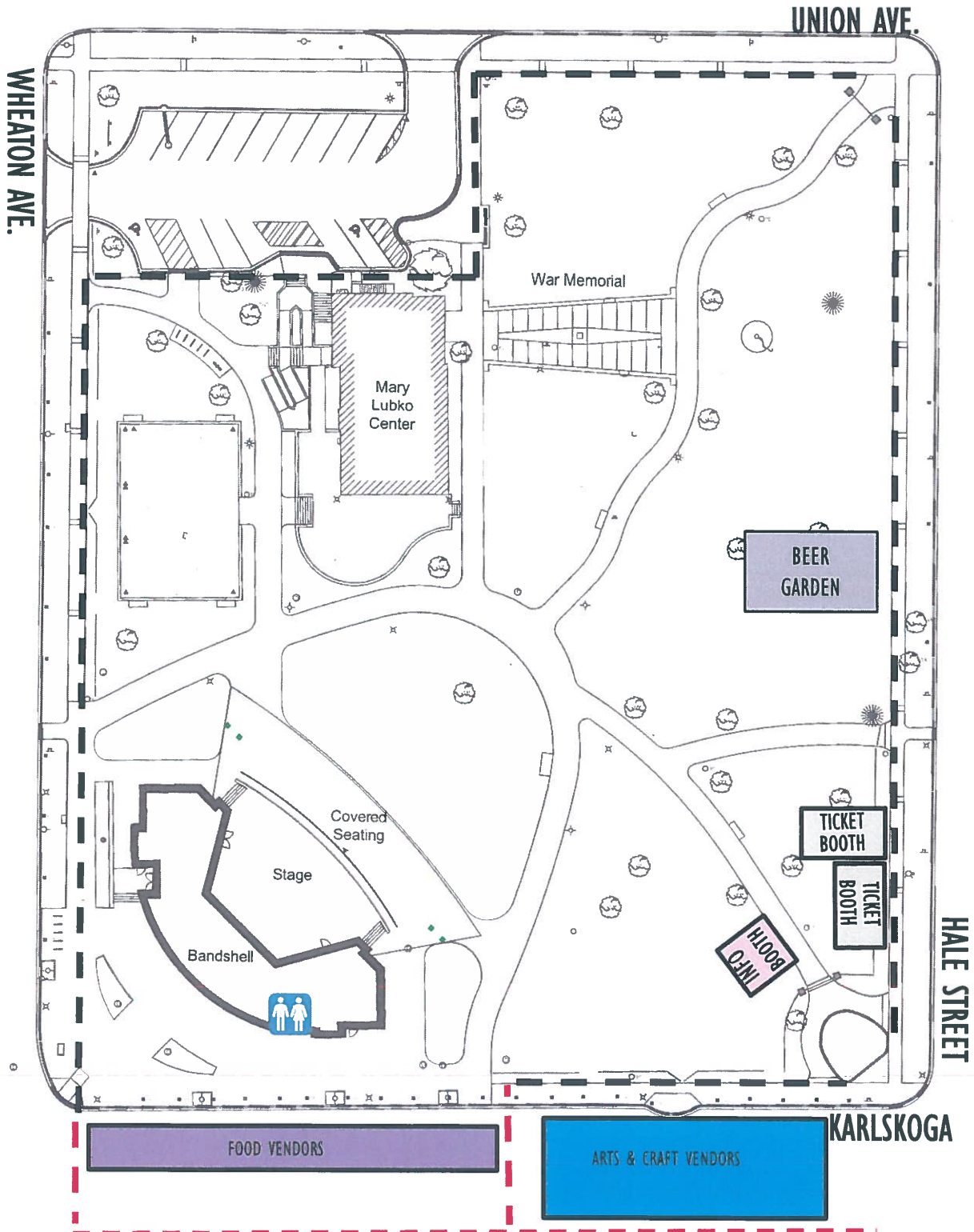
At Cream of Wheaton, tickets will be purchased at the ticket booth and redeemed at the Beer Garden. At the Summer Entertainment Series Concerts, concessions will be sold through two controlled concessions areas. Beer, wine, and RTDs will cost \$6.00 per unit. October Fest will be a ticketed event that includes sampling.

ATTACHMENTS:

- (1) Map of Projected Plan for Cream of Wheaton +
- (2) Map of Projected Plan for Summer Entertainment Series +
- (3) Map of Projected Plan for October Fest +

RECOMMENDATION: Staff seeks board approval to serve beer and wine within the fenced perimeter of Memorial Park for 2024 special events: Cream of Wheaton, Summer Entertainment Series, October Fest.

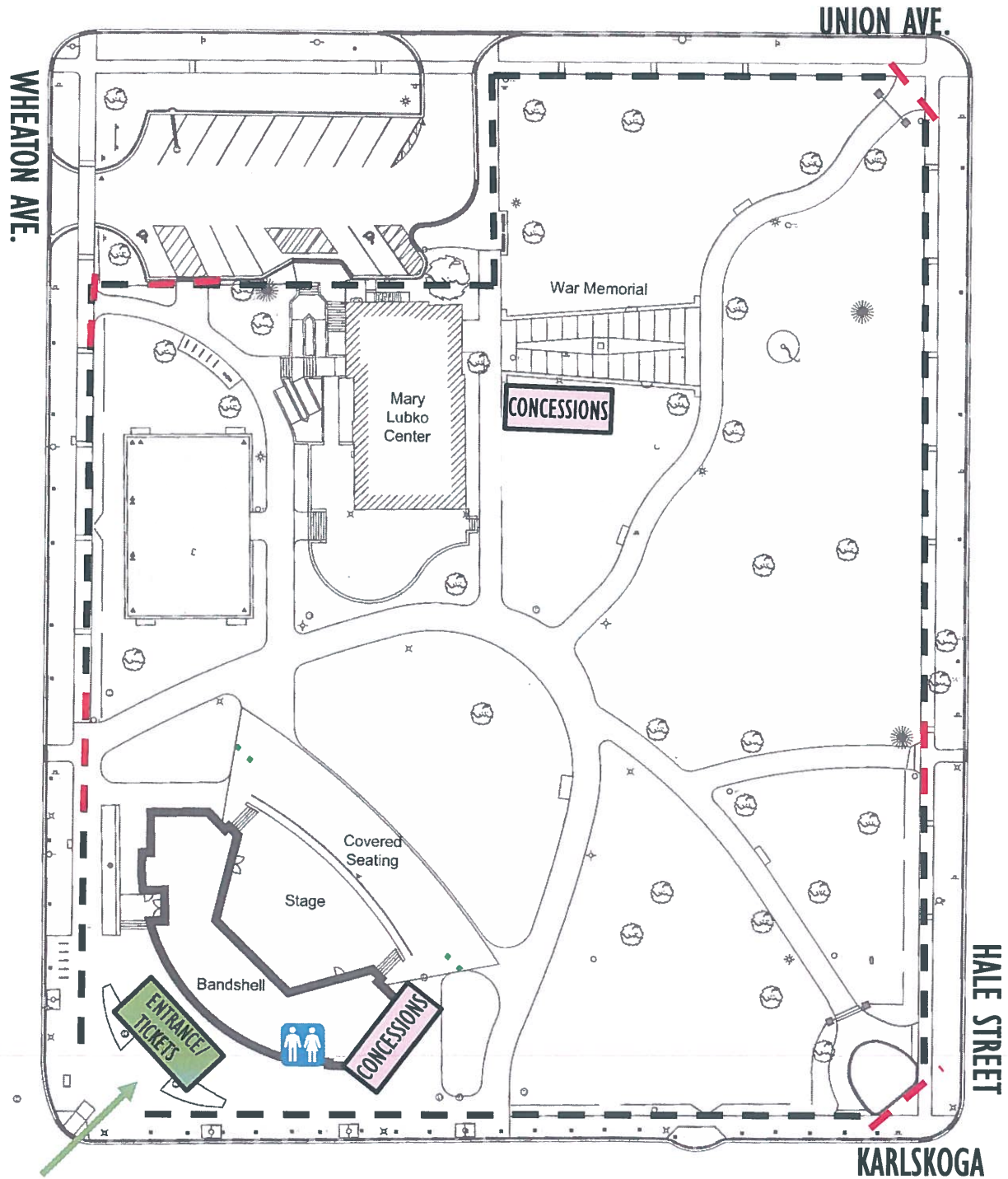
Attachment 1: Cream of Wheaton 2024



MEMORIAL PARK | MAY 30 - JUNE 2, 2024

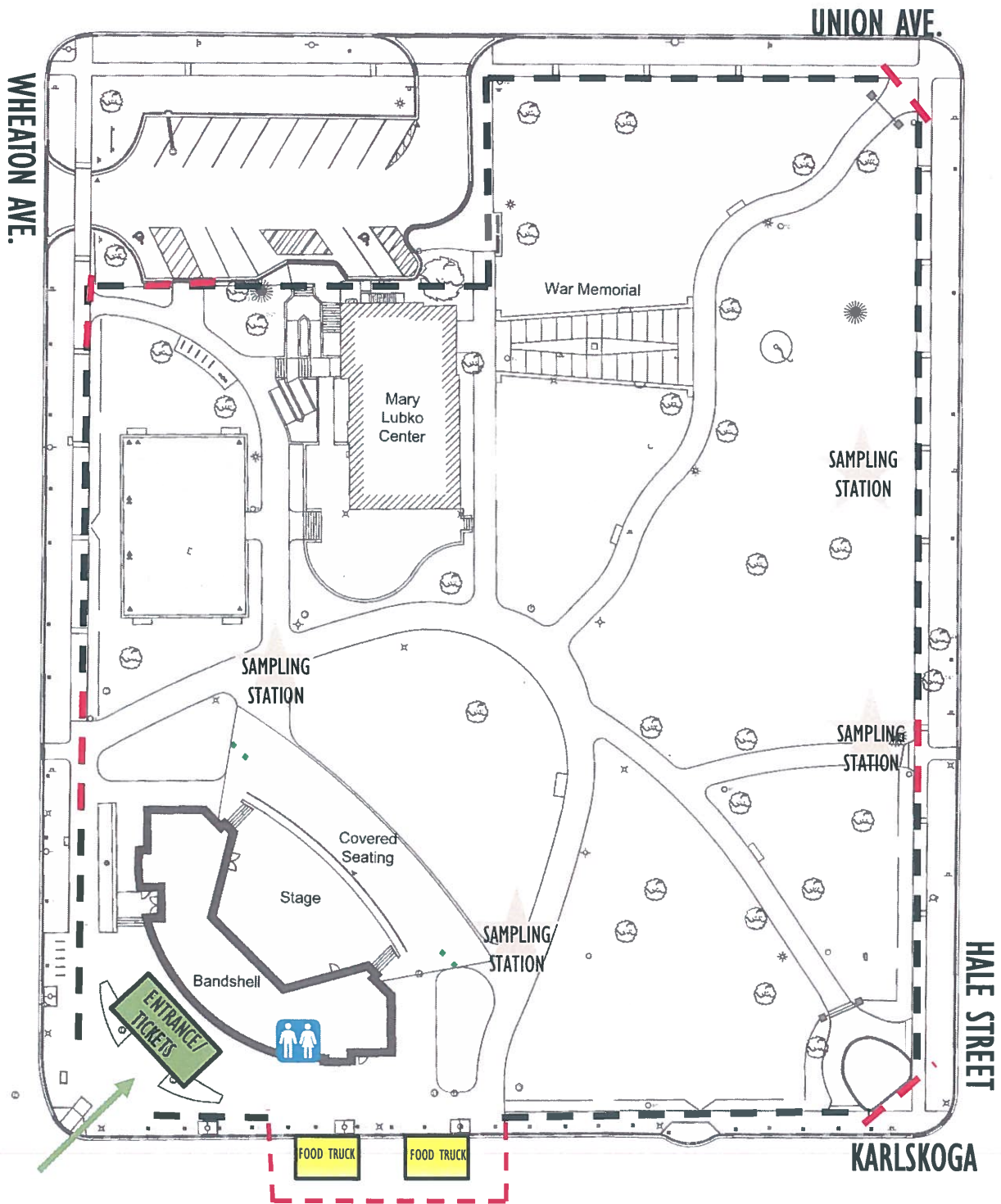
Attachment 2: Summer Entertainment Series 2024

MEMORIAL PARK



MEMORIAL PARK | SUMMER ENTERTAINMENT SERIES
JUNE 21-22, JULY 19-20, 21, AUGUST 2-3, 16-17, SEPTEMBER 13-14, 2024

Attachment 3: October Fest 2024



MEMORIAL PARK | OCTOBER FEST
OCTOBER 5, 2024

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this 17th day of January, 2024, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Bauer and Bauer Dentistry and Orthodontics, 623 S. Naperville Road, Wheaton Illinois, an Illinois corporation ("Licensee"). Park District and Licensee are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Park District owns, operates, and maintains a parking lot located at the Central Athletic Complex, 500 S. Naperville Road in Wheaton, Illinois ("Park Property"); and

WHEREAS, Licensee desires access to and use of 20 parking spaces to provide employee parking and

WHEREAS, the Park District has identified 20 parking spaces located on the Park Property, as more fully described and depicted on Exhibit A attached hereto and incorporated herein by reference ("Licensed Parking Area"), that are not currently needed for park and recreational purposes and may be made available to Licensee for the purpose of providing additional parking in connection with its need for employee parking (collectively, the "Licensed Activities"); and

WHEREAS, the Park District's Board of Park Commissioners find and hereby declare that it is in the best interests of the Park District, its residents, and the general public to grant Licensee a license to use the Licensed Parking Area for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement as though fully set forth herein.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. Licensee shall obtain and keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. Licensee shall provide coverage that is at least as broad as the coverages set forth in Exhibit B, attached hereto and incorporated herein by

reference. The Park District shall have the right, but not the obligation, to prohibit Licensee and any of its officers, officials, employees, volunteers, agents or invitees from entering the Licensed Parking Area until evidence that insurance has been placed in compliance with the requirements of this Article are received by the Park District.

ARTICLE 3 LICENSEE'S USE OF THE LICENSED PREMISES

3.1 Grant of non-exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):

- A. Access to the Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Parking Area for the Licensed Activities during the term of this Agreement on the dates and times set forth in Section 3.2 below, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.
- B. Ingress/Egress. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property on the dates and times set forth in Section 3.2 below for the limited purpose of enabling reasonable access to and use of the Licensed Premises, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.

3.2 Dates and Times. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, as follows:

- A. Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to the Licensed Parking Area during the term of this Agreement from:
 - January 1, 2024 through December 31, 2024
 - Monday through Friday
 - 6:30 am though 5:30 pm
- B. Additional Dates and Times. Licensee may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours, subject to availability as determined by the Park District in its sole and absolute discretion. Any request for additional access or use shall be submitted by Licensee to the Park District in writing in accordance with Article 6 not less than seventy-two (72) hours in advance.

3.3 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees,

agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Parking Area which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. Licensee shall cooperate with the Park District and the Wheaton Police Department and shall strictly follow all public safety requirements regarding its use of the Licensed Parking Area and its conduct of the Licensed Activities.

3.4 Waiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park Indemnitees (as hereinafter defined), including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Parking Area, or use by the Park District or Licensee of the Licensed Parking Area.

3.5 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Parking Area or its suitability for any purposes, including but not limited to the Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Parking Area prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

3.6 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public's use of the Park Property and the Licensed Parking Area, which specifically includes but is not limited to access to and use of the Licensed Parking Area by the Park District. The Park District shall have the right to use the Park Property, including the Licensed Parking Area, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Parking Area not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Parking Area at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Parking Area and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

3.7 License Fee. As compensation for the License, Licensee shall pay to Park District a licensee fee in the total amount of ten thousand seven hundred sixteen dollars (\$10,716), or eight hundred ninety-three dollars (\$893) per month (“License Fee”). The License Fee shall be paid in monthly installments, due on the first day of each month during the term of this Agreement, with the first payment due on January 1, 2024 and the final payment due on December 1, 2024.

3.8 Security Deposit. As security for the performance of Licensee’s obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, Licensee shall deposit eight hundred ninety-three dollars (\$893) (the “Security Deposit”) with Park District the sum of. Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon. *Note: Park District acknowledges receipt of \$867.00 security deposit received on 2/7/23.*

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

4.1 Indemnification. Licensee hereby indemnifies and shall defend and hold harmless the Park District, and its elected and appointed officials, officers, employees, volunteers and agents (the “Park Indemnitees”) from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys’, paralegals’ and consultants’ fees (the “Legal Expenses”), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any environmental laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, or its officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to Licensee under this Agreement or its use of the Licensed Parking Area. 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 4.1. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from the Licensee’s breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. Subject to the dates and times set forth in Sections 3.1 and 3.2 above, the term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless earlier terminated by the Park District pursuant to Article 5, or otherwise by mutual written agreement of the Parties.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice: (i) upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances; or (ii) in the event Licensee abandons, discontinues, or otherwise ceases operations. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the termination date, including but not limited to any obligation under Paragraphs 2.1, 3.4 and 4.1 above. Notwithstanding the foregoing, the Park District may terminate this Agreement upon not less than sixty (60) days prior written notice to Licensee's in accordance with Article 6 herein in the event the Park District requires the use of the Licensed Premises for park and recreational purposes as determined by the Park District's Board of Park Commissioners in its sole and absolute discretion.

ARTICLE 6 NOTICES

6.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) at the time of being sent by email if delivery thereof is confirmed and notice has been sent to the following addresses and/or email addresses:

If to Licensee: Bauer and Bauer Dentistry and Orthodontics
 623 S. Naperville Road
 Wheaton, IL 60187
 Attn: _____
 Email: _____

If to the Park District: Wheaton Park District
 102 E. Wesley St.
 Wheaton, IL 60187
 Attn: Executive Director
 Email: mbenard@wheatonparks.org

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

7.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the parties with respect to the subject matter hereof.

7.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

7.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

7.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

7.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

7.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

7.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

7.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

7.13 No Third Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.

7.14 Authorization. The undersigned duly authorized representatives of Licensee and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement shall constitute a waiver by the Park District of any right, privilege or defense available to the Park District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.”

7.16 Sexual Harassment Policy. Licensee certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite his/her signature below.

LICENSEE

By: _____

Date: _____

Its: _____

Attest: _____

Its: _____

WHEATON PARK DISTRICT

By: _____
President, Board of Park Commissioners

Date: _____

Attest: _____
Secretary, Board of Park Commissioners

EXHIBIT A

[Insert depiction and or description of Licensed Parking Area]

Exhibit A
Central Athletic Center
License Agreement for Access & Use



EXHIBIT B

Insurance Requirements

For purposes of this Exhibit B, Bauer and Bauer Dentistry and Orthodontics shall be referred to as "Licensee."

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 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.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation 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.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any Park District facility, Licensee 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.

All certificates shall provide for 30 days written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

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 Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the 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.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

b. 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.

c. Cross-Liability Coverage

If Licensee'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.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



BAUEDEN-01

BHENITEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated 1701 Golf Road #3-700 Rolling Meadows, IL 60008	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(847) 427-8400	FAX (A/C, No): (847) 427-3430
	E-MAIL ADDRESS:	assocagencies@associated.cc	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bauer Dentistry & Orthodontics; Bauer Real Estate LLC 623 S. Naperville Road Wheaton, IL 60187	INSURER A :	Cincinnati Insurance Company	10677
	INSURER B :	Cincinnati Indemnity Company	23280
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	ECP 0370841	1/7/2024	1/7/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PROJECT LOC					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		ECP 0370841	1/7/2024	1/7/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A		EWC 0303189	1/7/2024	1/7/2025	X PER STATUTE OTH-ER \$ 100,000 E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$
A	Property		ECP 0370841	1/7/2024	1/7/2025	920,648

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Activity Location: Central Athletic Complex, 500 S. Naperville Road Wheaton, IL 60187
 Licensed Parking Area:
 - January 1st, 2024 - December 31st, 2024
 - Monday through Friday
 - 6:30 am - 5:30 pm

Wheaton Park District is included as Additional Insured when required by written agreement or contract, as respects the commercial liability policy indicated above.

CERTIFICATE HOLDER	CANCELLATION
Wheaton Park District 102 E. Wesley St. Attn: Executive Director Wheaton, IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made by and between the Wheaton Park District, an Illinois park district (the “Landlord”) and Computer System Innovations, Inc., an Illinois corporation (the “Tenant”) (Landlord and Tenant are collectively referred to as the “Parties”). This Lease is effective the date the Landlord closes on the purchase of the Building.

Landlord is the owner of the land and improvements commonly known as the Wheaton Oaks Professional Building, and numbered as 855 West Prairie Avenue, Wheaton, IL 60176 (the “Building”).

Landlord makes available for lease a portion of the Building designated as approximately 2,070 square feet of the First Floor West Suite and approximately 745 square feet of shared hallways and Bathrooms as depicted in Exhibit A, attached to and incorporated herein by reference (the “Leased Premises”).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term and Termination.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning January 1, 2024 and ending December 31, 2024 (the “Term”), unless otherwise terminated in accordance with the terms and provisions of this Lease. Tenant already has and shall retain possession. Notwithstanding the foregoing, Landlord has the right to terminate this Lease in accordance with Sections 8C and 16 of this Lease.

Upon termination of this Lease, by expiration or otherwise, or upon any termination of Tenant’s right to possession without termination of this Lease, Tenant shall immediately, peaceably, and quietly surrender to Landlord possession of and vacate the Leased Premises, and Tenant shall return the Leased Premises to Landlord in as good a condition as existed when Tenant took possession, except for reasonable wear and tear and loss by fire or other casualty.

2. Rental.

Tenant shall pay to Landlord during the Term rent of \$42,287 paid in full in a lump sum payment on or before January 1, 2024 (“Rent”). Rent shall be due to Landlord at 102 E. Wesley Street, Wheaton, Illinois 60187, or at such other place designated by written notice from Landlord to Tenant.

3. Intentionally Omitted.

4. Use.

Tenant shall use and occupy the Leased Premises for office space only. The Leased Premises shall be used for no other purpose. Landlord represents that the Leased Premises may lawfully be used for such purpose. Tenant shall not use or permit the Leased Premises to be used for any unlawful purpose and covenants and agrees not to maintain any nuisance on the Leased Premises which shall be in any manner injurious to or endanger the health and safety of any persons on or in the vicinity of the Leased Premises.

5. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord’s written consent, which may be withheld for any reason. Landlord may assign this Lease without Tenant’s consent to any purchaser of the Building.

6. Cleaning and Repairs.

During the Term, Tenant shall keep the Leased Premises in clean, safe and sanitary condition and be responsible for the costs of cleaning the Leased Premises and shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall not be responsible for other expenses of the Building, including the maintenance and repair of the HVAC system serving the Leased Premises. Landlord agrees to empty garbage and recycling bins within Tenant's offices on a regular schedule (typically Tuesday through Saturday each week as staff availability allows).

7. Alterations and Improvements.

Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the Leased Premises.

8. Insurance and Indemnity.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain during the Term of this Lease, commercial general liability insurance, on an occurrence basis, in the amount of \$2,000,000 per occurrence. Tenant shall also maintain during the Term of this Lease, business auto liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Upon execution of the Lease, and upon demand by Landlord, Tenant shall furnish to Landlord a certificate of insurance indicating that the policies of insurance required hereunder have been purchased and paid for by Tenant. Failure of Tenant to submit proof of acceptable insurance to Landlord shall entitle Landlord to immediately terminate the Lease. The certificates of insurance shall provide that all insurance required hereunder shall not be cancelled, terminated or reduced without at least ten (10) days advance written notice to Landlord. The Landlord, its Park Commissioners, employees and agents shall be named as additional insureds on the commercial general liability insurance. All insurance of the Tenant shall be primary insurance.

D. Tenant shall defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses of litigation for any claim against the Landlord, including personal injury, death and property damage, arising out of Tenant's use of the Premises except to the extent caused by the negligence of the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns. Tenant shall similarly defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, costs, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses incurred by reason of Tenant's breach or default of any of its obligations under this Lease.

9. Utilities/Services.

Landlord shall pay all charges for gas, electricity and other utilities used by Tenant on the Leased Premises during the Term of this Lease unless otherwise expressly agreed in writing by Tenant. Tenant acknowledges that the Leased Premises are designed to provide standard office use. Tenant shall not use any equipment or devices that

utilize excessive electrical energy, or which may, in Landlord's reasonable opinion, overload the wiring or HVAC system or interfere with utility services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and other restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the Term of the Lease, Tenant shall have the right to ten (10) reserved parking spaces that are on the Building premises as depicted in Exhibit B, attached to and incorporated herein.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time as long as such rules do not unreasonably interfere with Tenant's use of the Premises and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Security.

The Tenant is responsible, at its sole cost and expense, for establishing and maintaining the safety and security of the Leased Premises, including the safety and security of Tenant's personal property on the Leased Premises, and the safety and security of Tenant's employees, invitees, licensees, patrons, agents, representatives, and anyone else on the Leased Premises during Tenant's occupancy of the same.

15. Damage and Destruction.

Subject to Section 8A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within forty-five (45) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises which the Tenant is not obligated to repair, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for three (3) days after written notice thereof shall have been given to Tenant by Landlord, or, except as provided in Section 8C of this Lease, if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, the right to exclude the Tenant from the Leased Premises without terminating this Lease and all other rights and remedies available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. No Liability.

Landlord shall not be liable for any damage done or occasioned in, upon or about the Leased Premises nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except to the extent attributable to the reckless and/or willful/wanton acts of the Landlord and/or its employees. In the event of a breach of contract claim by Tenant against the Landlord, Landlord shall only be liable for direct damages caused by such breach and not consequential damages.

18. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the Term of this Lease.

19. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for Rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

20. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

21. No Encumbrances.

Lessee shall not undertake or cause to be undertaken any act or thing so as to encumber in any manner the title of the Leased Premises or to create a lien upon the Leased Premises or any buildings or structures on the Leased Premises. In the event that the any part of the Leased Premises becomes encumbered by any lien or other interest as a result of any act or omission of Tenant, Tenant shall, upon demand, take such actions as are necessary to obtain a release of such lien or other interest. If Tenant fails to commence any action to release such lien, Landlord may, but is not obligated to, take any action as it deems necessary to release such lien or other interest and Tenant shall reimburse Landlord upon demand for all costs and expenses incurred in obtaining such release, including, but not limited to, reasonable attorneys' fees.

22. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187

If to Tenant to:

Computer System Innovations, Inc.
c/o Douglas Morris
747 Elm
Glen Ellyn, IL 60137

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

23. No Third-Party Beneficiary.

This Lease is entered into solely for the benefit of the Parties, and nothing in this Lease is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this Lease, or to acknowledge, establish or impose any legal duty to any third party.

24. Brokers.

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

25. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

26. Memorandum of Lease.

The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

27. Headings.

The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

28. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.

29. Consent.

Landlord and Tenant shall not unreasonably withhold or delay their consent with respect to any matter for which their consent is required or desirable under this Lease.

30. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

31. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

32. Governing Law.

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
Wheaton Park District

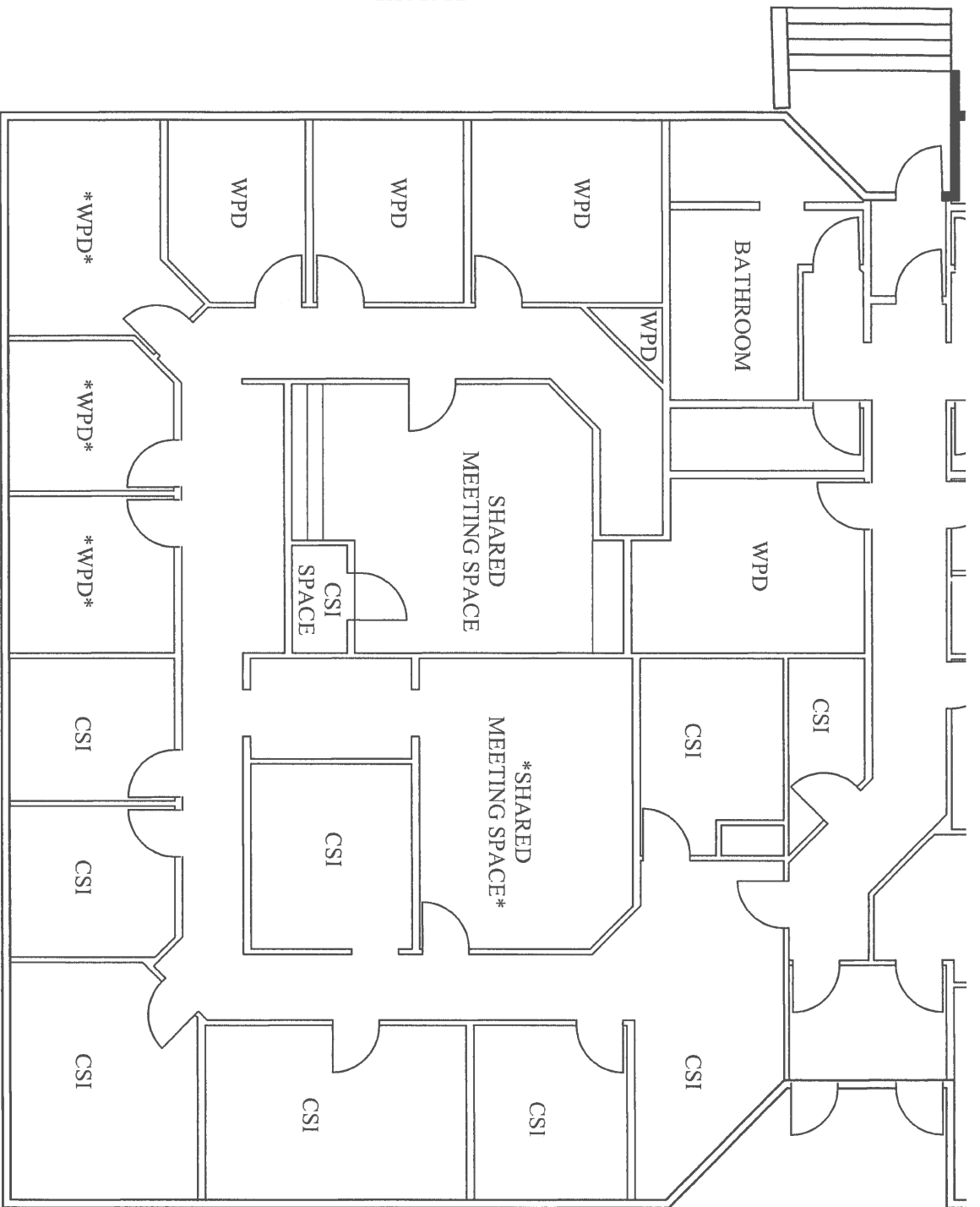
By: _____
Michael J. Benard, Executive Director

TENANT:
Computer System Innovations, Inc.

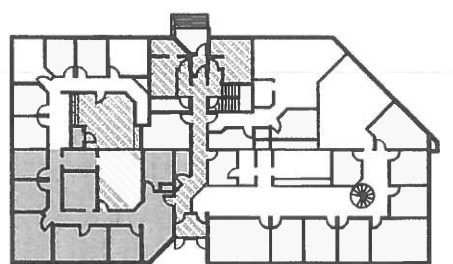
By: _____
Douglas Morris,

Its _____

Exhibit A




*ROOM# is a room that changed from previous lease



LEASED AREA SHADED

- 1,500 Sq. Ft. Leased Area
- 570 Sq. Ft. Shared Meeting Space
- 745 Sq. Ft. Shared Halls & Bathrooms





WHEATON PARK DISTRICT
102 E. WESLEY WHEATON, IL 60897
(630) 865-4710

855 PRAIRIE LEASED AREA FLOOR PLAN

drawn by: B/TB	revised by:	date:	date:
checked by: SMH	revised by:	date:	date:
file name: 855prairiearea.dwg		project name: 855prairiearea	

1
Sheet 1 of 1

Exhibit B- Parking



10 Spaces Reserved for CSI staff & guests M-F
Joint use by CSI & WPD Sat & Sun