

**WHEATON PARK DISTRICT  
ORDINANCE NO. 2020-08**

**AN ORDINANCE APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND COMPUTER SYSTEM INNOVATIONS, INC. FOR THE LEASE OF A PORTION OF THE WHEATON OAKS PROFESSIONAL BUILDING LOCATED AT 855 WEST PRAIRIE AVENUE, WHEATON, ILLINOIS**

WHEREAS, Wheaton Park District ("Park District") owns certain real property and related improvements located at 855 West Prairie Avenue, Wheaton, Illinois, commonly referred to as Wheaton Oaks Professional Building ("Premises"); and

WHEREAS, the Park District and Computer System Innovations, Inc. ("Tenant") are parties to a lease agreement originally dated November 14, 2012, and subsequently amended on June 21, 2017, and July 17, 2019, respectively, for the Premises (collectively, the "Original Lease"); and

WHEREAS, the Original Lease is set to expire by its terms on December 31, 2020, and the parties wish to enter into a new, one-year lease agreement for the Premises that will commence on the expiration of the Original Lease and expire on December 31, 2021; and

WHEREAS, the Park District has determined that it is in its best interests to enter a new lease agreement with Tenant for the Premises, subject to the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit A ("Lease Agreement").

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois as follows:

1. The foregoing preambles to this Ordinance are hereby determined to be true and correct and are hereby incorporated in and made part of this Ordinance.
2. The form, terms and provisions of the proposed Lease Agreement as presented to the Park District's Board of Park Commissioners ("Park Board") at this meeting are hereby in all respects approved as provided herein.
3. The President and Secretary of the Park Board, or his or her designee, are hereby authorized and directed to execute and deliver the Lease Agreement, in the name and on behalf of the Park District, and to take all such other actions and steps and execute all such further documents as said President and Secretary, or his or her designee, deem necessary or appropriate to carry out the terms and conditions of the Lease Agreement and to effectuate its purpose.

Adopted this 16<sup>th</sup> day of December 2020 by roll call vote of the members of the Board of Park Commissioners as follows:

Roll Call:


Ayes: Fahney, Frey, Hodgkinson, Kelly, Morrill, Mee, Vires

Nays: Ø

Absent: Ø

Abstain: Ø

  
President, Board of Park Commissioners

ATTEST:  
  
Secretary, Board of Park Commissioners

SECRETARY'S CERTIFICATE


I, Michael J. Benard, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and I hereby certify that the foregoing instrument is a true and correct copy of:

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adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the 16<sup>th</sup> day of December 2020.

I do further certify that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was provided in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Wheaton Park District at Wheaton, Illinois this 16<sup>th</sup> day of December 2020.

  
\_\_\_\_\_  
Michael J. Benard, Secretary  
Board of Park Commissioners  
Wheaton Park District

[SEAL]

## 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 2,200 square feet of the First Floor West Suite 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, 2021 and ending December 31, 2021 (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 \$50,000 paid in full in a lump sum payment on or before January 1, 2021 ("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.

## **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 fifteen (15) reserved parking spaces that are on the Building premises. Landlord and Tenant shall reasonably agree on the location of those spaces.

#### **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 Systems 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.**



**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 President