

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2018-07 Approved: April 3, 2018

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE LEASE AGREEMENT FOR THE RENTAL OF ROOM 6, OF THE MAPLE PARK CIVIC CENTER

WHEREAS, the village of Maple Park (the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and D Construction, (hereinafter "Tenant"),

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve and to authorize such lease agreement, now therefore,

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the lease agreement is substantially the same form as attached to this Resolution and incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President or designee is authorized to execute the lease agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on April, 3, 2018.

Ayes: Goucher, Harris, Dalton, Shaver, Dries

Nays: None

Absent: Higgins



Kathleen Curtis
Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk

VILLAGE OF MAPLE PARK COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement and attached Exhibit "A" (hereinafter "Lease") is made and effective **April 1, 2018**, by and between the VILLAGE OF MAPLE PARK, (hereinafter "Village") and D CONSTRUCTION, (hereinafter "Tenant").

Whereas, Village is the owner of land and improvements identified by the common address of 302 Willow Street, Maple Park, Illinois (the Leased Premises").

Whereas, Village makes available for lease Room 6 in the Civic Center.

Whereas, Tenant is familiar with the condition of the Leased Premises and has had the opportunity to examine and know of the condition of the Leased Premises; and

Whereas, Village desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Village 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 as follows:

1. Incorporation of Preambles.

The preambles set forth above are incorporated herein and made a part hereof.

2. Term.

Village hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Village, for Term beginning **April 1, 2018**, and ending **November 30, 2018**.

3. Rental.

Tenant shall pay Village rent of Four Hundred dollars (**\$400.00**) per month upon the execution of the Lease. Each payment shall be due in advance on 1st day of each calendar month during the lease term to Village at Village of Maple Park, Civic Center, P.O. Box 220, 302 Willow Street, Maple Park, IL 60151-0220 or at such other place designated by written notice from Village to Tenant. Tenant shall also pay to Village a "Security Deposit" in the amount of one (1) month's rent (see item 17).

4. Holdover.

There shall be no holdover in tenancy, without the express written authorization of the Village. Failure to deliver possession of the Leased Premises to the Village in accordance with the terms set forth in this Lease, shall be cause for legal action, and the Tenant shall also be responsible for all court costs and reasonable attorney's fees incurred in any effort by the Village to secure possession of the leased Premises as a result of Tenant's failure to abide by the terms of this agreement. Damages for possession following the period of possession shall also accrue to Village at a rate double the daily rental amount set forth herein, which said sum Tenant agrees is reasonable. Tenant hereby expressly waiving any

and all notices to cure or vacate or to quit the Leased Premises provided by current of future law (except for those specifically required by this Lease).

5. Use.

Tenant shall use the Leased Premises as an office. In no event shall Tenant be allowed to use the leased Premises for any use beyond that specified within the lease. Tenant shall also not use the Lease Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance.

6. Sublease and Assignment.

Tenant shall have no right to assign this Lease or to sublet the Leased Premises in any fashion.

7. Repairs.

During the Lease Term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, wall, ceilings and other parts of the leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

8. Property Maintenance.

As part of its Lease of the Lease Premises, Tenant shall also be solely responsible for maintenance of the leased space.

9. Property Taxes.

Tenant shall be not be responsible for payment of any general real estate taxes or installments of special assessments coming due during the lease Term on the Leased premises as a result of Tenant's occupancy of the leased Premises.

10. Insurance.

- A. If the leased Premises or any other part of thereof is damaged by any act of 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 solely responsible for the costs of repair.
- B. Village shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Village 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. Tenants, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the use of the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company approved by Village, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Village shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Village with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Village that a policy is due to expire at least (10) days prior to such expiration.

11. Utilities.

Tenants shall pay all charges for cable, telephone and any other services and utilities used by Tenant on the Leased Premises during the term of this Lease, unless otherwise expressly agreed in writing by the Village (*see exhibit A*). Tenant acknowledges that the Lease Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Village's reasonable opinion, overload the wiring or interfere with electrical services to the Leased Premises.

12. Entry.

Upon reasonable notice, Village shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Village shall not thereby unreasonably interfere with tenants business on Leased Premises.

13. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with village, of common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Village.

14. Damage and Destruction.

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 ninety (90) days following damage to elect by notice to Village to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Village shall promptly repair such damage at the cost of the Village. In making the repairs called for in this paragraph, Village 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 Village. Tenant shall be relieved from paying a portion of said rent and other charges during any portion of the Lease term that the Leased premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals 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.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Village as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to tenant by Village, or 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 five (5) days after notice thereof in writing to Tenant by Village without correction thereof then having been commenced and thereafter diligently prosecuted, Village 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 immediately, Village may reenter said premises. Village shall have, in addition to the remedy above provided, any other right or remedy available to Village on account of any Tenant default, either in law or equity. Village shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

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

17. Security Deposit.

Security Deposit of \$400.00 by check number 3579413 was collected on 4-11-18, 2018, and shall be held by Village without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Unless otherwise provided by mandatory non-waivable law or regulation, Village may commingle the Security Deposit with Village's other funds. Village may, from time to time without prejudices to any other remedy, use the Security Deposit to the extent necessary to make good and arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Village on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease and no damage to the leased premises has occurred during the tenancy, the balance of the Security Deposit remaining after any such application shall be returned by Village to Tenant. If Village transfers its interest in the Premises during the term of this Lease, Village may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

18. Notice.

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

If to Village

Attn: Village Clerk
Village of Maple Park
P.O. Box 220, 302 Willow St.
Maple Park, IL 60151-0220

If to Tenant:

D. Conductor, Jr.
Attn: Les Male
1488 S. Broadway
Coal City, IL 60416

Village 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.

19. Costs and Fees.

The parties agree that reasonable attorney's fees, court costs and litigation expenses will be recoverable by the prevailing party against the non-prevailing party, in the event any litigation is necessary to enforce the terms of this Lease.

20. Waiver.

No waiver of any default of Village 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 Village or Tenant shall no be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. 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.

22. Successors.

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

23. Consent.

Village shall not unreasonably withhold or delay its consent with respect to any matter for which Village's consent is required or desirable under this Lease.

24. 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. Village shall comply with All laws, orders ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. Final Agreement.

This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. Severability.

If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor shall it affect the application of any phrase, provision or portion thereof to other persons or circumstances.

27. Governing Law, Venue.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. Any litigation which shall commence to enforce the terms of the Lease shall be commenced in the Sixteenth Judicial Circuit court, Kane County, Illinois.

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

VILLAGE OF MAPLE PARK

Kathleen Curtis
Kathleen Curtis, Village President

4/11/18
Date

ATTEST

Elizabeth E. Peerboom
Elizabeth Peerboom, Village Clerk

4-11-18
Date

D CONSTRUCTION

SIGNED: Bob Male

4-6-18
Date

TITLE: Manager Bob Male

SIGNED: _____

Date

TITLE: _____

EXHIBIT A

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the Premises, and then only upon the written agreement of the Lessor specifying the color, size, materials and style of the sign. No showcase shall be placed in front of the Building by Lessee, without the written consent of Lessor. The Lessor reserves the right to remove all signs and showcases not in compliance with this rule without notice to Lessee at the expense of the Lessee. At the expiration of the term Lessee is to remove all signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam or gasoline engine, boiler, stove, hot plate, charcoal or propane grill upon the Premises or carry on any mechanical business on Premises or use or store gasoline, naphtha, paint thinners or other inflammable fluids in the Premises without written consent of the Lessor. Any space heater used shall be those designed and intended for household rather than a commercial or industrial use.
3. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor endorsed on the forgoing lease and the Lessee will not permit any duplicate keys to be made, all necessary keys to be furnished by the Lessor. Upon the termination of this lease, Lessee will surrender all keys to the Premises and Building.
4. A Village Board Representative and the building maintenance personnel shall have passkeys for admittance to the Premises for any emergency or fire requiring entry into the Premises or inspection of the Premises. Contractors, agents, and employees of the Lessee shall be subject to the control and direction of the President and Board of Trustees or their representatives when elsewhere in the Building other than the Premises.
5. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or any immoral or illegal purpose or in any manner inconsistent with the stated purpose of the Lease.
6. The Lessee and Lessee's agents, employees, and contractors shall not leave the Premise windows open when it rains or snows. For any failure or carelessness in this regard, the Lessor shall make good all injuries sustained by other tenants and also all damage to the Building resulting from such default or carelessness.
7. No packages, merchandise or other effects shall be allowed to remain in the common areas of Building at any time.
8. The Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment from time to time are needed for the safety and cleanliness of the Premises and the Building for the preservation of good order therein.

9. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of the lease has been or can be made, unless done in writing and approved hereon by the Lessor and in such case it shall operate only for time and purpose in such lease expressly stated.
10. If Commonwealth Edison commences charging the Lessor for electric use, Lessee shall pay its proportional share of that use.
11. Lessee shall have sole obligation to construct and pay for any improvements to the premises it requires upon the Lessor's approval of such improvements. All requests for approval by the Lessee and the actual approval by the Lessor of such improvements must be in writing.
12. Lessee shall provide its own contents/personal property and liability insurance.
13. Permanent lighting fixtures, including ballasts, shall be the responsibility of the Lessor to maintain. Incandescent bulbs and fluorescent lighting tubes shall be the responsibility of the Lessee to furnish and maintain.