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**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title: RESOLUTION AUTHORIZING EXECUTION OF A LEASE BY AND BETWEEN GREENPLAN MANAGEMENT (LANDLORD) AND THE VILLAGE (TENANT) FOR A POLICE SUBSTATION AT 618 S. AUSTIN**

**Ordinance No.** \_\_\_\_\_

**Date of Board Action:** September 15, 2003

**Staff Review:**

Director of Development Services

  
Mike Chen

Village Manager's Office



**Item History:**

Greenplan Management purchased the 25-unit building at 618-624 S. Austin earlier this year. Shortly afterwards they approached the Village with the idea of converting one of the basement units into a Police Substation. Because the lease for the substation at 19 Harrison had an August 31, 2003 expiration date and because there was a desire to have a greater presence at the Harrison/Austin corner, the Police Department were very receptive to Greenplan's proposal. To enable the remodeling of the space to proceed quickly, Greenplan agreed to be responsible for it and has included the cost pro-rated in the rent amount over the next 5-years.

**Item Policy Commentary:**

In 2001 the Village purchased and razed a troublesome 6-unit building at 616 S. Austin and built a 24 space parking lot in its place. The entrance to the new Substation will be accessible from that lot. In addition, 4 parking spaces in the lot will be reserved for police use. New signs on the building and in the parkway will make the substation visible to both drivers and pedestrians. The police have indicated that they will make this facility available to State Police to use and intend to hold Neighborhood Watch meetings in it.

**Budget Commentary:**

The lease will be paid for out of Account #1001-42490-441-530660, the Community Policing Fund which was established several years ago to pay for rent and improvements for Police Substations. There are funds available to pay for this lease in both the 2003 and 2004 Budgets.

**Proposed Action:** Approve the resolution.

Attachments: 1. Resolution  
2. Copy of Lease

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE  
BY AND BETWEEN GREENPLAN MANAGEMENT  
(LANDLORD) AND THE VILLAGE (TENANT) FOR A  
POLICE SUBSTATION AT 618 S. AUSTIN**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, the Village Manager and the Village Clerk are hereby authorized to enter into a lease for the commercial premises located at 618 S. Austin Blvd. in Oak Park.

Said lease shall be in substantial conformity with the lease agreement attached hereto as Exhibit "A" and made a part hereof.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 15<sup>th</sup> day of September 2003 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 15<sup>th</sup> day of September 2003.

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Joanne E. Trapani  
Village President

**ATTEST:**

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Sandra Sokol  
Village Clerk

**ORIGINAL**

COMMERCIAL LEASE

~~~~~  
DATE OF LEASE \_\_\_\_\_ 2003  
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~~~~~  
Commencement Termination  
Date Date  
TERM OF LEASE October 1, 2003 September 30, 2008  
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BASE RENT: See Exhibit A Attached Here to

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Location of  
Premises:  
618 S. Austin Blvd. Unit #\_\_\_\_\_  
Oak Park, Illinois 60302

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TENANT: Village of Oak Park  
BUSINESS  
ADDRESS: 123 Madison Street  
Oak Park, Illinois 60302

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between the above-named tenant (hereinafter referred to as "Tenant") and Greenplan Management, Inc., as agent for Landlord (hereinafter collectively referred to as "Landlord"). The parties hereto hereby mutually covenant and agree as follows:

**I GRANT AND TERM**

1.0 Grant. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant and Tenant hereby leases from Landlord, the premises located at the above-stated location, together with all improvements now located or to be located thereon during the term of this Lease, together with all appurtenances belonging to or in any way pertaining to said premises (such real estate, improvements and appurtenances hereinafter sometimes jointly or separately, as the context requires, referred to as the "Leased Premises".)

1.1 Term. The term of this Lease shall commence on the date stated above as the "Commencement Date" and shall end on the above stated "Termination Date" unless sooner terminated or extended as hereinafter set forth.

## II PURPOSE

2.0 Purpose. The Leased Premises shall be occupied for use as a Police substation, and for other purposes consistent with that use such as neighborhood meetings.

2.1 Uses Prohibited. Tenant will not permit the Leased Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous. Tenant shall not use or occupy the Leased Premises or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Lease Premises, or any part thereof, to diminish, ordinary wear and tear excepted, or which would constitute a public or private nuisance or waste.

2.2 Prohibition of Use. If Tenant's use of the Leased Premises should, at any time during the lease term, be prohibited by law or ordinance or other governmental regulation, this Lease shall not be thereby terminated, nor shall Tenant be entitled by reason thereof to surrender the Leased Premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected.

## III RENT, REAL ESTATE TAXES, OPERATING EXPENSES

3.0(a) Base Rent. Commencing on the 1<sup>st</sup> day of October, 2003, Tenant shall pay to GREENPLAN MANAGEMENT, INC., or to such other person or at such place as the Landlord may direct in writing, and until further direction at the office of the Landlord: 41 Chicago Avenue, Oak Park, Illinois 60302, an annual rental of:

SEE SCHEDULE OF RENTS ATTACHED HERETO AS EXHIBIT A

Payable monthly in advance in installments as set forth in said Exhibit A referred to above (hereinafter referred to as the "Base Rent"). All payments of Base Rent, shall be made without deduction, set-off or discount whatsoever.

(b) Additional Rent. Tenant shall pay to Landlord, on an annual basis, as Additional Rent, 4.5% of any increase of all real estate taxes (including, without limitation, all general and special assessments) which may be levied or assessed by any lawful authority against the entire property where the Leased Premises are located, in excess of those taxes paid in 2003. A tax bill or true copy thereof shall be submitted by Landlord to Tenant and Tenant shall pay any amount due within five (5) days subsequent to the date of Landlord's bill for Additional Rent, if any. Tenant's obligation herein shall survive the expiration or termination of this Lease.

#### IV INSURANCE

4.0 Proof of Self-Insurance. The Tenant shall satisfy all insurance obligations of the Landlord by providing satisfactory proof of self-insurance.

#### V DAMAGE OR DESTRUCTION

5.0 Untenantability. If fifty (50%) percent or more of the Leased Premises are made untenantable by fire or other casualty, Landlord may elect:

(a) To terminate this Lease as of the date of such fire or casualty by notice to Tenant within sixty (60) days after the date of such fire or casualty; or

(b) Proceed with due diligence to repair, restore or rehabilitate the Leased Premises at Landlord's expense, in which instance this Lease shall not terminate. Landlord shall substantially complete said repairs within 180 days subsequent to the date of the casualty. In the event Landlord does not complete said repairs, within said time limitation, then Tenant may terminate this Lease, subsequent to said 180 day time period, upon fourteen (14) days prior written notice to Landlord.

5.1 Rent Abatement. In the event Landlord does not terminate the Lease pursuant to paragraph 5.0(a), Base Rent shall abate on a per diem basis during the period of untenantability. In the event of the termination of this Lease, Base Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. In the event the Leased Premises are partially damaged by fire or other casualty, but are not made untenantable, then Landlord shall, except during the last year of the term hereof, proceed with diligence to repair and restore the

Leased Premises and the Base Rent shall abate in proportion to the non-usability of the Leased Premises during the period of non-use.

## VI CONDEMNATION

6.0 Taking of the Whole. If the whole of the Leased Premises, or so much thereof, shall be taken or condemned for a public or quasi-public use or purpose by any competent authority, and as a result thereof the balance of the Leased Premises cannot be used for the same purpose as expressed in Article II, then and in either of such events, the Lease term shall terminate when possession of the Leased Premises shall be so taken and surrendered and any award, compensation or damages (hereinafter sometimes called the "Award") shall be paid to and be the sole property of Landlord. Tenant shall continue to pay Base Rent and Additional rent, until the Lease term is terminated.

6.1 Partial Taking. If only a part of the Leased Premises shall be taken or condemned for a public or quasipublic use or purpose so that the Leased Premises can be used by Tenant for the purposes set forth in Article II, Landlord shall have the right to cancel this Lease upon sixty (60) days notice to Tenant. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to any portion of the Award. If Landlord does not elect to terminate this Lease, Landlord shall repair the Leased Premises and the Lease shall be amended to reduce Tenant's Base Rent and Additional Rent in proportion to the amount of the Leased Premises taken.

## VII MAINTENANCE, SERVICES AND REPAIRS

7.0 Landlord's Duties. Landlord shall maintain the real estate and improvements of which the Leased Premises are a part, including, common areas, driveways, walks, parking areas, landscaping, (including the exterior of Leased Premises and structural supports and exterior walls and roof thereof), in good condition, order and repair (excluding damage caused by Tenant's alterations and additions which are requested to conform with all laws, ordinances, or orders or regulations of any public authorities having jurisdiction, except alterations and repairs required because of Tenant's use of the Leased Premises).

7.1 Tenant's Responsibilities. Tenant shall keep and maintain the entire interior of the Leased Premises, including, but not limited to, all air conditioning units (whether or not located on the interior of the Leased Premises) and all plumbing,

electrical and other mechanical systems, and all doors and windows, inside and out, in good condition and repair, including any necessary replacements, and in full compliance with all health regulations in force and in compliance with ADA requirements. Tenant accepts the Leased Premises in its "as is" condition and agrees to perform, at Tenant's sole cost, any and all decorating desired by Tenant.

7.2 Signs. The Tenant and Landlord agree that the sign package attached hereto as Attachment #1 is satisfactory to both parties in size, color, style, and location and that it shall remain until such time as the Tenant's lease has expired and the Tenant vacates the space.

7.3 Alterations. Tenant shall not create any openings in the roof or exterior walls nor shall Tenant make any alterations or additions to the Leased Premises in excess of \$2,500.00, without the prior written consent of the Landlord. Tenant shall make all additions, improvements, alterations and repairs on the Leased Premises and to any equipment used by Tenant in the Leased Premises as may be required by any governmental authority, but shall first advise Landlord of all such work. Upon completion of any work such documents as Landlord may require (including, without limitation, sworn contractor's statements and supporting lien waivers) shall be delivered to the Landlord evidencing payment in full for such work.

7.4(a) Utilities and Scavenger. Tenant shall promptly pay for all utilities, rendered and furnished to the Leased Premises during the term of this Lease, including, but not limited to, the cost of electricity, hot and cold water, gas, air conditioning and scavenger. Tenant shall remove all garbage and refuse from the Leased Premises on a weekly basis at Tenant's expense. All garbage and refuse will be kept by Tenant in covered containers provided by Tenant.

(b) Landlord shall not be liable for damages, by abatement of rent or otherwise, for interruption or failure of, or delay in, furnishing any service or utility, whether providing same was the responsibility of Landlord or of others, when the same is occasioned by causes beyond the control of Landlord.

7.5 Tenant agrees that all loading and unloading of merchandise, supplies, fixtures, equipment, furnishings and all other materials shall be made through proper service doors in accordance with the rules and regulations of Landlord.

## VIII ASSIGNMENT AND SUBLETTING

8.0 Consent Required. Tenant shall not assign this Lease or sublet the Leased Premises, or any portion thereof, without first obtaining the prior written consent of Landlord. If Landlord shall consent to any subletting or assignment of the Leased Premises at a rental in excess of the Base Rent, said excess rental shall be for the benefit of Landlord and shall be paid to Landlord when due under any such assignment or subletting as additional rent hereunder.

8.1 No Release. Any assignment or subletting shall not release Tenant of liability under this Lease unless Landlord agrees thereto in writing. Tenant agrees to pay to Landlord on demand all reasonable costs incurred by Landlord in connection with reviewing and investigating any request from Tenant to Landlord to consent to an assignment or subletting by Tenant.

## IX LIENS AND ENCUMBRANCES

9.0 Encumbering Title. Tenant shall not do any act which shall, in any way, encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be, in any way, subject to any claim by way of lien or encumbrance, whether by operation or law or by virtue of an expressed or implied contract by Tenant. Any claim to, or lien upon the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

9.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanic's, laborer's or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant. In the event of the filing of any such lien, Tenant shall promptly pay the same and obtain an immediate release of the lien claim. If Tenant fails to obtain a release of the lien claim within thirty (30) days after written demand to do so from Landlord, or if Tenant fails to show written proof to Landlord that Tenant is defending against said lien, then Landlord shall have the right and privilege, but no obligation, to pay the same or any portion thereof, without any inquiry as to the validity thereof and any amount so paid, including expenses, attorneys' fees and interest, shall be paid to Landlord within fifteen (15) days after being advised of such payment.



## **X INDEMNITY**

10.0 Indemnity. Tenant will protect, indemnify and hold harmless Landlord, Landlord's agents, and Landlord's beneficiary or beneficiaries, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring in areas under Tenant's control and as a result of Tenant's negligence; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property contracted for by Tenant in respect to the Leased Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord and/or Landlord's agents, and/or Landlord's beneficiary or beneficiaries, by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel approved by Landlord.

## **XI INSPECTION**

11.0 Inspection. Landlord, or Landlord's agent, may enter the Leased Premises at a reasonable time and with reasonable notice for the purpose of inspecting same, or make repairs which Tenant may neglect or refuse to make in accordance with the covenants and agreements of this Lease, and also for the purpose of showing the Leased Premises to persons wishing to purchase the same, or at any time within six (6) months prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises. Tenant shall within six (6) months prior to the expiration of the Lease term permit the usual notice of "to let" or "for sale" to be placed on the Leased Premises and to remain thereon without molestation. Said notice will be placed so as not to interfere with Tenant's business. Tenant shall provide Landlord with a set of keys to the Leased Premises which shall be held by Landlord's physical plant engineer. Landlord agrees to enter the Leased Premises only during normal business hours and with twenty-four (24) hours prior oral notice to Tenant, except in cases of emergency.

## **XII QUIET ENJOYMENT**

12.0 Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceful enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

### **XIII SURRENDER**

13.0 Surrender. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver the Leased Premises together with all improvements thereon, to Landlord, in good condition and repair, reasonable wear and tear excepted. The Leased Premises shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of Tenant) together with all duct work. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon the termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant.

### **XIV REMOVAL OF TENANT'S PROPERTY**

14.0 Removal of Tenant's Property. Upon the termination of this Lease, by lapse of time or otherwise, Tenant may remove all of Tenant's property including the furniture, machinery, trade fixtures and other personal property of Tenant and leave the Leased Premises in as good condition and repair as the same was at the commencement of the Lease, ordinary wear and tear and damage by fire or other elements beyond Tenant's control, excepted. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and other items of personal property of every kind and description from the Leased Premises prior to the end of the term however ended, Landlord may, at its option after giving Tenant seven (7) days written notice, remove the same and Tenant shall pay the cost of such removal, or Landlord may treat such property as having been conveyed to Landlord under this Lease as a Bill of Sale, without further compensation or allowance of credit to Tenant and without further cost to Tenant.

### **XV HOLDING OVER**

15.0 Holding Over. If the Tenant retains possession of the Leased Premises, or any part thereof, after the termination of the Lease by lapse of time or otherwise, Tenant shall pay the Landlord the Base Rent at one hundred and fifty percent (150%) the rate payable for the month immediately preceding said holding over, computed on a per month basis for each month or part thereof (without redemption for any such partial month) that the

Tenant remains in possession, and in addition thereto, Tenant shall pay Landlord all damages sustained by reason of the Tenant's retention of possession. Alternatively, at the election of Landlord expressed in a written notice to Tenant, such retention or possession shall constitute a renewal of this Lease for one (1) year, except that the monthly Base Rent shall be increased by twenty percent (20%). The provisions of this paragraph do not exclude Landlord's rights of re-entry or any other right hereunder.

## **XVI LANDLORD'S REMEDIES**

**16.0 Defaults.** Tenant further agrees that any one or more of the following events shall be considered events of default, as said term is used herein:

(a) The institution by Tenant of bankruptcy, reorganization or insolvency proceedings of any kind under general bankruptcy statutes or any similar law (state or federal) or if Tenant shall make assignment for the benefit of its creditors or shall admit in writing of its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or the reorganization of Tenant pursuant to any bankruptcy laws (state or federal) is filed and such petition or answer shall not be discharged or denied within sixty (60) days of filing thereof; provided, however, that in the event this provision is unenforceable by reason of the Federal Bankruptcy Act, or any other applicable law or statute or judicial decision, now existing or enacted or decided hereafter, then Landlord shall have, in addition to all rights and remedies hereinafter set forth, all rights and remedies provided for in any such law, statute or judicial decision without legal justification; or

(b) A decree or order appointing a receiver of property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

(c) Tenant shall vacate the Leased Premises or abandon the same during the term hereof; or

(d) Tenant shall default in any payment of Base Rent, Additional Rent, or any other payment due hereunder, as and when due, provided that such default continues for five (5) days after notice thereof in writing is given to Tenant; or

(e) Tenant shall default in any one of the other terms, provisions, covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant. In the event Tenant is diligently curing a non-monetary default, then at the sole option of Landlord, Landlord may extend said time period.

16.1 Landlord's Remedies. Upon the occurrence of any one or more of such events of default, and without additional notice than as otherwise herein provided, Landlord shall have any one or more of the following described remedies, in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease and repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the present value of the balance of the Base Rent then remaining unpaid plus reasonable attorney fees and court costs and any other sum of money in damages owed by Tenant to Landlord;

(b) Terminate Tenant's right of possession and repossess the Leased Premises by forcible entry or detainer suit or otherwise, without demand and notice of any kind to Tenant. Tenant hereby waives any such right to receive demand or notice, but such termination of Tenant's right to possession shall not terminate this Lease. Landlord may, but shall be under no obligation to do so, relet the Leased Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or less than that remaining under the Lease term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand as liquidated damages and not as a penalty a sum equal to the amount of the Base Rent and such other sums provided herein to be paid by Tenant for the remainder of the Lease term. Any repairs necessary are the responsibility of the original Tenant. Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time and no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for or an amount not theretofore reduced to judgment in favor of Landlord.

16.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be

cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or admission of Landlord to exercise any right or power arising from any default shall impair any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease term hereby granted ended and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease because of any default in or breach of the terms, provisions, covenants or conditions of this Lease.

16.3 No Waiver. No waiver of any breach of any of the terms, provisions, covenants or conditions of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same term, provision, covenant or agreement. Tenant will pay any and all costs and/or expenses for attorney fees, incurred by Landlord in successfully enforcing the covenants and agreements of this Lease.

## **XVII ENVIRONMENTAL PROTECTION**

17.0 Hazardous Substances. The term "Hazardous Substances", as used in this Article XVII, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyles (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

17.1 Environmental Prohibitions. Tenant shall not cause or permit to occur:

- (i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Leased Premises, or arising from Tenant's use or occupancy of the Leased Premises, including, but not limited to, soil and ground water conditions; or
- (ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Leased

Premises, or the transportation to or from the Leased Premises of any Hazardous Substance.

17.2 Tenant's Environmental Compliance. (a) Tenant shall, at Tenant's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances (the "Laws").

(b) Tenant shall, at Tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authority" or "Authorities") under the Laws.

(c) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term, at or from the Leased Premises, and which arises at any time from Tenant's use or occupancy of the Leased Premises, then Tenant shall at Tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all work required by such clean-up plans.

(d) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 17.2, within a reasonable time, Landlord may do so and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Leased Premises and Tenant's use thereof, and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages, under any Law shall constitute a waiver of any of Tenant's obligations under this Section 17.2.

(e) Tenant's obligations and liabilities under this Section 17.2 shall survive the expiration or termination of this Lease.

17.3 Tenant's Environmental Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord and its officers, directors and shareholders from all fines, suits, procedures, claims and actions of every kind and all costs, associated therewith (including attorneys and consultants fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the Leased Premises and which arises at any time from

Tenant's use or occupancy of the Leased Premises, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Tenant's obligations and liabilities under this Section 17.3 shall survive the expiration or termination of this Lease.

#### **XVIII MISCELLANEOUS**

18.0 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days of prior written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Leased Premises, 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 modified and stating the modifications), that Landlord is not in default hereunder, or if Landlord is in default then the nature of the default, the date to which the rental and such other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of the Leased Premises and their respective successors and assigns.

18.1 Landlord's Right to Cure. Landlord may, but shall not be obligated after fifteen (15) days written notice to Tenant, to cure any default by Tenant, specifically including, by not by way of limitation, Tenant's failure to make repairs, satisfy lien claims, or obtain insurance. Whenever Landlord so elects, after fifteen (15) days written notice to Tenant, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorney's fees, shall be paid to Landlord by Tenant within ten (10) days after being advised of such cost.

18.2 Amendments. None of these terms, provisions, covenants or conditions of this Lease to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by written instrument, duly signed and acknowledged and delivered by the other party and no act or acts, omission or omissions, or series of acts or omissions or waiver, acquiescence or forgiveness by Landlord as to any default in or failure of performance, either in whole or in part, by Tenant of any of the covenants, terms, and conditions of this Lease shall be deemed or construed to be a waiver of Landlord of the right at all times thereafter to insist upon the prompt, full and complete

performance by Tenant of each and all of the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.

18.3 Notices. Any and all notices, demands, requests, statements or other communications (hereinafter called "Notices") required or permitted to be given under any of the provisions of this Lease shall be in writing and sent by certified or registered mail, return receipt requested, addressed to Landlord at: 41 Chicago Ave., Oak Park, Illinois 60302, and to Tenant at the Leased Premises, or at such other address's as Landlord or Tenant shall from time to time respectively designate by a notice given in accordance with the terms hereof.

18.4 Time of the Essence. Time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

18.5 Headings. The headings which are used following the number of each Article and Section are so used only for convenience in locating various provisions of this Lease and shall not be deemed to affect, modify, amend, limit or otherwise determine the interpretation or construction of such provisions.

18.6 Severability. If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

18.7 Governing Law. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

18.8 Successors. Each provision of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord and the Tenant, their respective legal representatives, successors and assigns in the event this Lease has been assigned by Landlord or by Tenant with the express written consent of the Landlord.

18.9 No Option. Submission of this instrument for examination does not constitute a reservation of or option for



the Leased Premises. This instrument shall not become effective as a Lease or otherwise until executed and delivered by both Landlord and Tenant.

18.10 Landlord Means Owner. The term "Landlord" as used in this Lease so far as the covenants and obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner and owners at the time in question of the real property of which the Leased Premises are a part, and in the event of any transfer or transfers of title, Landlord herein named (and in case of any subsequent transfer or conveyances, then the grantor) shall be automatically relieved from and after the date of such transfer and conveyance, of all liability with respect to the performance of any covenant or obligation on the part of the Landlord contained in this Lease thereafter to be performed, except that Landlord is not released from its duty to repay the security deposit unless the new owner assumes all covenants and conditions herein.

18.11 Subordination and Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed that may be placed upon the Leased Premises and to any and all advances to be made thereunder and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or trust deeds shall elect to subject and subordinate the rights and interests of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage or trust deed. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interests of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be reasonably required for such purposes and in the event Tenant fails to do so within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name place and stead to do so, for this document only.

18.12 Force Majeure. Neither party shall be considered in default of any of the non-monetary terms, covenants and conditions of this Lease on Landlord's part to be performed, if

such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or any other cause beyond the reasonable control of such first party; provided, however, that nothing contained herein shall operate or be construed to extend the date for payment of any installment of Base Rent, Additional Rent, or the date for surrender of the Leased Premises upon the expiration or termination of this Lease.

18.13 Owner. The term "Owner" as used in this Lease means the individual or legal entity (other than a title holding land trust) which from time to time is the legal or beneficial owner of title to the real property of which the Leased Premises are a part. Any liability or obligation of any owner under this Lease shall be limited to its assets and no officer, partner, director, agent or shareholder of said owner shall be individually or personally liable for any claim arising out of this Lease.

18.14 Brokers. Tenant represents that Tenant has not dealt with any broker to negotiate this Lease nor is any broker entitled to any commission in connection therewith. Tenant indemnifies and holds Landlord, its beneficiaries, Owner and their respective agents and employees harmless from all claims of any other broker or brokers used by Tenant in connection with this Lease.

## XIX EARLY CANCELLATION

19.0 Early Cancellation. Tenant and Landlord shall each have the right to terminate this lease upon ninety (90) days prior written notice without cause. If Tenant exercises the right to early termination, the Tenant shall be required to pay the Landlord the remaining amount of base rent due through the end of the lease period as spelled out in Exhibit A herein. If Landlord exercises the right to early termination, the Tenant shall be released from any and all financial obligations associated with the Lease effective with the date of early termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease  
the day and year first above written.

By: \_\_\_\_\_

\_\_\_\_\_

LANDLORD:  
Greenplan Management Inc.  
as agent for Landlord

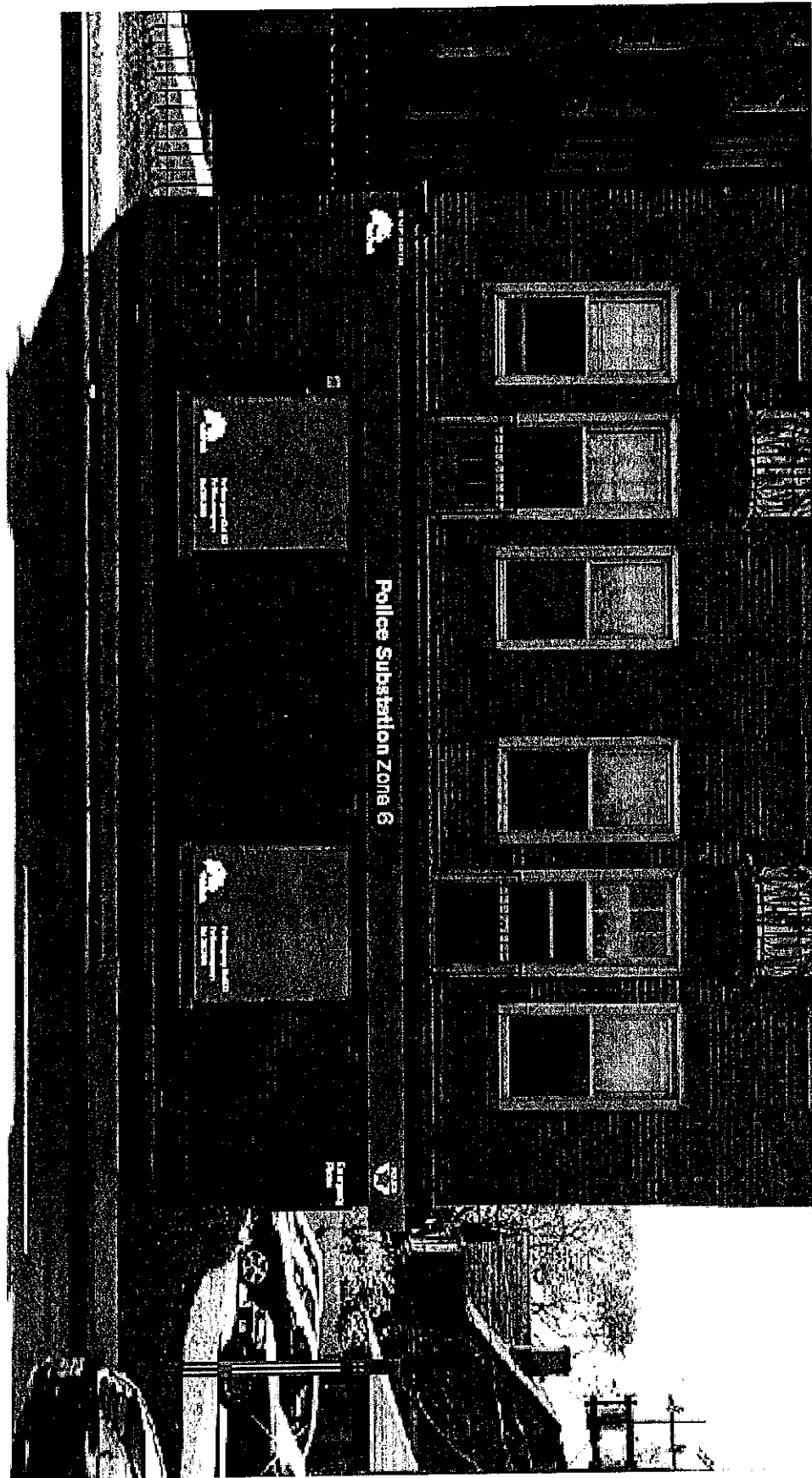
TENANT:

EXHIBIT A

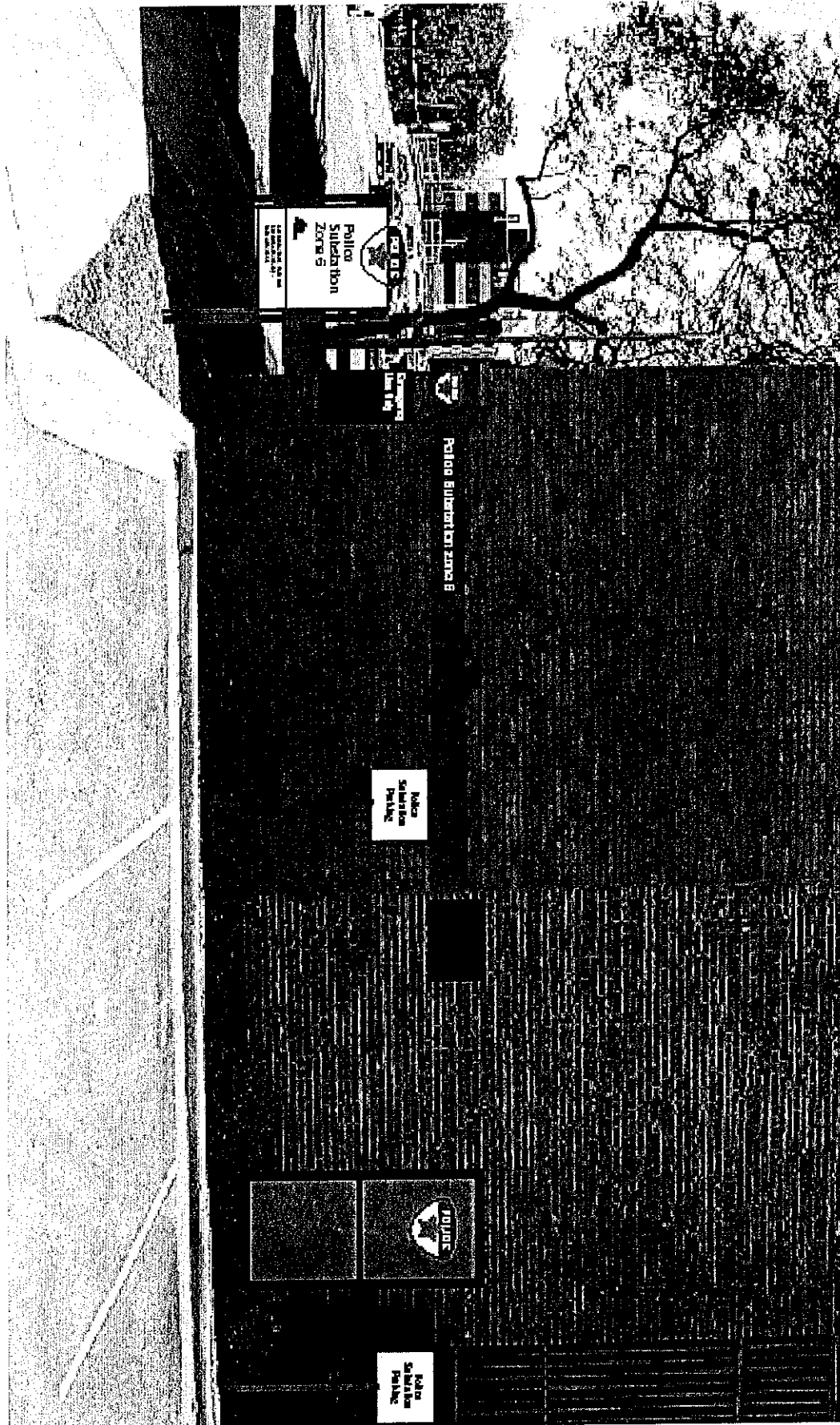
BASE RENT SCHEDULE

<u>Year of Term</u>	<u>Start-End Date</u>	<u>Monthly Base Rent</u>
1	10/01/03-9/30/04	\$550/month
2	10/01/04-9/30/05	\$565/month
3	10/01/05-9/30/06	\$580/month
4	10/01/06-9/30/07	\$600/month
5	10/01/07-9/30/08	\$620/month

# ATTACHMENT #1



# ATTACHMENT #1



## **Regular Agenda**

- I.** Resolution Authorizing the Execution of an Agreement with Waste Management-Metro for the Collection and Transportation of Refuse and the Collection, Transportation and Processing of Recycling and Yardwaste
- J.** Resolution Authorizing Execution of a Lease by and Between Green Plan Management (Landlord) and the Village (Tenant) for a Police Substation at 618 S Austin
- L.** Motion to Accept and to Refer UIC Character Plans to Plan Commission for Review
- M.** Resolution Authorizing Execution of Intergovernmental Agreement Between the Village of Oak Park and the Oak Park Public Library Related to the Operation of the Library Parking Garage
- O.** Staff Recommendation to Adopt an Ordinance to Establish a Section of Scoville Avenue from Lake Street to the Alley North of Lake Street as Two-Way Traffic to Allow Traffic Full Access to the Parking Garage Located at Lake Street and Scoville Avenue
- Q.** Ordinance Amending Chapter 2 Article 4 of the Village Code to Authorize the Village Manager to Act as a Hearing Officer to Fulfill the Village's Obligations under the Public Safety Employee Benefit Act (820 ILCS 320/1 ET SEQ.)
- R.** Project #03-1: Water and Sewer Main Improvements
  - (1) Resolution Authorizing Termination of Contract with A. Lamp Concrete Company
  - (2) Resolution Authorizing Execution of Contract with Cerniglia Company for Balance of Work

## **Village Board Committee Reports**

### **Village Manager Reports**

- P.** Reports:
  - (1) Village Board Calendars for October and November
  - (2) Barrie Park Update
  - (3) Stevenson Playground and Landscaping Construction
  - (4) Parking Garage Construction
  - (5) Alley Clean Up/Inspection Pilot Program

- ~~A.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0316-A with Grant and Housing Bond Loan HB0303

*Retail Rehab Grant Committee Recommendation*

- ~~F.~~ Recommendation to Deny a Retail Rehab Grant Request for \$34,020 from the  
Special Tax Allocation Fund for the Rehabilitation of the Retail Space at 1010  
Lake Street to become *The Cyber Arena*

Non-Agenda Public Comment

**Consent Agenda**

- ~~H.~~ Resolution Authorizing Execution of Marketing Services Agreement Renewals
- ~~1.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0317-B Renewal for One-Year Term
  - ~~2.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0318-B Renewal for One-Year Term
  - ~~3.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0319-B Renewal for One-Year Term
  - ~~4.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0320-B Renewal for One-Year Term
  - ~~5.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0321-A Renewal for One-Year Term
  - ~~6.~~ Resolution Authorizing Execution of Marketing Services Agreement  
MSA-0322-A Renewal for One-Year Term
- ~~K.~~ Resolution Authorizing Agreements for Snow Plowing of Village Leased/Owned  
Parking Lots and Emergency Snow Removal Services
- ~~1.~~ Resolution Authorizing the Extension of an Agreement with McAdam  
Landscaping for Snow Plowing and Salting of Village Leased/Owned  
Parking Lots for a One-Year Period (2003-2004 Snow Season)
  - ~~2.~~ Resolution Authorizing the Extension of an Agreement with G.A. Paving  
Construction Co. for Snow Plowing and Salting of Village Leased/Owned  
Parking Lots for a One-Year Period (2003-2004 Snow Season)
  - ~~3.~~ Resolution Authorizing Execution of an Agreement with Kennedy  
Construction Co. for Emergency Snow Removal Services for the 2003-  
2004 Snow Season
- ~~M.~~ Resolution Authorizing Execution of a Parking Lease Agreement between the  
Village of Oak Park and Fenwick High School For a One Year Term