



BENSENVILLE
The Village of Bensenville

12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

October 22, 2021

President
Frank DeSimone

Board of Trustees
Rosa Camarena
Ann Franz
Marie T. Frey
McLane Lomas
Nicholas Pompolo Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

Mr. Paul De Michele
17W275 Rodeck Lane
Bensenville, Illinois 60106

Re: October 15, 2021 FOIA Request

Dear De Michele:

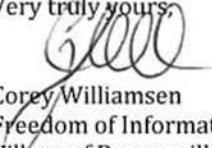
I am pleased to help you with your October 15, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on October 15, 2021. You requested copies of the items indicated below:

"A copy of the lease agreement with all attachments and exhibits for VIII A.1 on the Oct. 12, 2021 Board Agenda."

Your FOIA request is hereby granted in full.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

JOCEY WILLAMSEN
VILLAGE OF BENSENVILLE

10/10, 2021

PURSUANT TO THE FREEDOM OF INFORMATION ACT
I REQUEST THE FOLLOWING:
A COPY OF THE LEASE AGREEMENT WITH
ALL ATTACHMENTS AND EXHIBITS FOR ITEM A1 ON
THE OCT 12, 2021 BOARD AGENDA.

CALL WHEN READY FOR PICKUP

THANK'S
Paul

PAUL DE MICHELE
17W275 RODECK LN.
BENSENVILLE, IL 60106
PH 630-279-6528
[REDACTED]

10126

TYPE:
Ordinance

SUBMITTED BY:
M. Ribando

DEPARTMENT:
Village Manager's Office

DATE:
October 12, 2021

DESCRIPTION:

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Lease Agreement with the Roman Catholic Diocese of Joliet for a Senior Citizens and Community Center at 400 West Wood Ave., Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

Enrich the lives of Residents
 Major Business/Corporate Center
 Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

The Village intends to lease the lower level of St. Alexis School located at 400 W. Wood Ave. in Bensenville. Currently this space is vacant and under utilized. The Village was a recipient of grant funding in the amount of \$1,180,000.00. The Senior Center will be created in the best interest for the senior citizens of Bensenville.

KEY ISSUES:

The Village of Bensenville currently does not have a senior community center.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is recommending approval of the Ordinance Approving a Lease Agreement with the Roman Catholic Diocese of Joliet for a Senior Citizens and Community Center at 400 West Wood Ave., Bensenville.

BUDGET IMPACT:

Grant Funding \$1,180,000.00

ACTION REQUIRED:

Approval of the Ordinance Approving a Lease Agreement with the Roman Catholic Diocese of Joliet for a Senior Citizens and Community Center at 400 West Wood Ave., Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
<u>Ordinance</u>	10/7/2021	Cover Memo

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS APPROVING A LEASE AGREEMENT WITH THE ROMAN CATHOLIC DIOCESE OF JOLIET FOR A SENIOR CITIZENS AND COMMUNITY CENTER AT 400 WEST WOOD AVENUE

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village intends to lease the lower level of St. Alexis School, 400 West Wood Avenue, Bensenville, Illinois 60106 (the “*Property*”) to operate a Senior Citizens and Community Center and the Roman Catholic Diocese of Joliet has agreed to lease the *Property* to the Village for a twenty (20) year term for \$10.00 a year in accordance with the terms and conditions of the lease herein provided; and

WHEREAS, the Village is the recipient of grant funds in the amount of \$1,180,000.00 to assist in the payment of the construction of the Senior Citizens and Community Center; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined that it is in the best interest of the health, safety, and welfare of the residents of the Village to lease the *Property* in order to establish and operate a Senior Citizens and Community Center to serve the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and

correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to enter into the Lease for the Senior Citizens and Community Center for the health, safety, and welfare of the residents of the Village and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. That the Lease Agreement by and between the Roman Catholic Diocese of Joliet Trust and the Village of Bensenville, DuPage and Cook Counties Illinois for a Senior Citizens and Community Center at 400 West Wood Avenue (the "*Lease*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village Manager, the execution thereof by the Village President to constitute the approval by the Board of Trustees of any and all changes or revisions therein contained.

Section 4. The Village President, Village Clerk and Village Manager are hereby authorized and directed to execute and deliver the Lease and any other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 5. That the Village Clerk shall publish this Ordinance in a newspaper in general circulation in the Village at least twice within thirty (30) days after its passage.

Section 6. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Lease to complete satisfaction of the provisions, terms or conditions stated therein.

Section 7. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this _____ day of _____ 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Lease

**A LEASE AGREEMENT BY AND BETWEEN THE ROMAN CATHOLIC DIOCESE
OF JOLIET TRUST AND THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS FOR A SENIOR CITIZENS AND
COMMUNITY CENTER AT 400 WEST WOOD AVENUE**

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into this _____ day of October 2021 by and between the ROMAN CATHOLIC DIOCESE OF JOLIET TRUST (the “*Lessor*”) and the VILLAGE OF BENSENVILLE, DuPage and Cook Counties, an Illinois municipal corporation (the “*Lessee*”). The Lessor and Lessee shall be collectively referred to as the “*Parties*”.

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of certain property known as St. Alexis School, Lower Level, 400 West Wood Avenue, Bensenville, Illinois 60106, said portion of property being vacant and unoccupied (the “*Leased Premises*”).

WHEREAS, Lessee desires to lease the Leased Premises to rehabilitate the Leased Premises for its operation of a senior citizens and community center for use by area residents and visitors.

WHEREAS, Lessor has agreed to lease the Leased Premises to Lessee, and Lessee has agreed to lease the Leased Premises from Lessor pursuant to the terms and conditions set forth hereafter.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the Parties agree as to the terms and conditions herein set forth, as follows:

1. **Incorporation of Recitals**. That the Parties agree that the above recitals are true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

2. **Lease**. Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Prior to the date of commencement of the term of this Lease, Lessee has inspected the Leased Premises and agrees to accept the Leased Premises in its current “*as is*” condition. Lessee shall be at all times entitled to the use of St. Alexis’ parking lot throughout the term of the Lease. Lessor covenants and agrees that Lessee, so long as Lessee is not in default hereunder, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease.

3. **Term.** The term of this Lease shall commence on November 1, 2021 (the “*Commencement Date*”). The term of this Lease shall be for twenty (20) years from the Commencement Date to and including October 31, 2041 (the “*Termination Date*”).

4. **Rent.** Lessee agrees to pay Lessor rent for the Leased Premises in the amount of Ten Dollars (\$10.00) per year. Rent shall be due on the Commencement Date and the 1st day of November thereafter during the term of this Lease. Checks shall be made payable to St. Alexis Parish. No security deposit shall be required under this Lease.

5. **Use of Leased Premises.** Lessee shall use and occupy the Leased Premises to establish and operate a senior citizens and community center for use by Lessee’s employees and the residents and visitors of the Village of Bensenville. The Parties agree that no political parties, political candidates, or other partisan organizations are permitted to use the Leased Premises, as the Lessor is an exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Service Code, and as such, is subject to all restrictions and requirements appurtenant thereto. Lessee agrees, as a condition of this Lease, that it will not engage in any activities or allow the Leased Premises to be used in any way that may compromise the tax-exempt status of the Lessor. The Parties further agree that no secular activity shall take place in the Leased Premises, as the Lessee is a unit of local government and is forbidden from permitting any type of religious activities or events to be held in the Leased Premises. Lessor agrees, as a condition of this Lease, that it will not observe, sponsor, or engage in any such activities or events in the Leased Premises at any time.

6. **Alterations and Improvements.** Lessee shall have the unilateral right to rehabilitate the Leased Premises or construct such permanent improvements in the Leased Premises as Lessee deems necessary, appropriate, and advisable for the establishment and operation of its senior citizens and community center in the Leased Premises.

7. **Utilities, Maintenance and Repairs.** Lessor shall maintain the Leased Premises including but not limited to the HVAC, electrical, natural gas, plumbing, water, sprinkler fire alarm and emergency lighting systems. Lessor is responsible for janitorial service, landscaping and snow/ice removal from sidewalks, parking lots and driveways.

Lessee shall pay fifty percent (50%) of the monthly water, electric and natural gas bills. Lessor shall provide Lessee with copies of these bills each month and Lessee shall reimburse its portion of each such bill within ten (10) days of receiving same. Lessee shall have the unilateral right to install separate meters for water, electric and natural gas utilities for the Leased Premises

and upon installation of such meter shall not be responsible to Lessor for any such separately metered utility service.

8. **Governmental Regulations.** Prior to the Commencement Date of this Lease, Lessee shall, at its own cost and expense, comply with all requirements of state, federal and local regulatory authorities with respect to its use and occupancy of the Leased Premises; except that Lessor shall be responsible for compliance with the local fire code by installation and connection of the smoke detector system to the main fire system, and for emergency lighting to be installed in the event of a power failure.

9. **Remedies.** The Parties may exercise all rights or remedies which a party may have at law or in equity and nothing contained herein shall be construed in any way waiving any such rights or remedies.

10. **Insurance.**

- (a) Lessor, at its own cost, shall maintain general liability insurance covering the building situated on the Leased Premises, insuring against the perils of fire, lightning, extended coverage, vandalism, malicious mischief, and comprehensive general liability covering the replacement cost of the Leased Premises, including personal injury and property damage with a combined single limit of not less than One Million (\$1,000,000) Dollars pursuant to an umbrella coverage policy.
- (b) Lessee, at its own cost, shall maintain during the term of this Lease a policy or policies of business interruption insurance and worker's compensation and comprehensive general liability insurance, including personal injury and property damage, with a combined single limit of not less than One Million (\$1,000,000) Dollars pursuant to an umbrella coverage policy.
- (c) All of the foregoing policies shall name the Diocese of Joliet and St. Alexis Parish as additional insured on a non-contributory basis under this Lease issued by an insurance company; provided that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to Lessor. Said policy or policies or certificates thereof shall be delivered to Lessor by Lessee on the Commencement Date of the Lease and upon each renewal.
- (d) Lessee will not permit the Leased Premises to be used for any purpose or in any manner that would void the insurance thereon, increase the insurance risk, or cause

the disallowance of any sprinkler credits, including without limitation, use of the Leased Premises for the receipt, storage or handling of any product, material or merchandise that is explosive or highly inflammable.

11. **Waiver of Claim.** Except to the extent prohibited by law, or due to the negligence or misconduct of Lessor, its employees, agents or invitees, Lessor shall not be liable, and Lessee waives all claims against Lessor, for loss of or damage to property or for injury or death sustained by Lessee, or any other person claiming through Lessee resulting from any accident or occurrence on the Leased Premises or any equipment or appurtenance thereto becoming out of repair on the Leased Premises. This paragraph shall apply specially, but not exclusively to damage caused by: (a) any equipment or appurtenance becoming out of repair; (b) occasioned by wind, water or other natural elements; (c) failure of plumbing, heating or air conditioning equipment, electrical wiring or insulation thereof, gas, water and steam pipes, stairs, railings or walks; (d) broken glass; (e) the backing up of any sewer pipes or downspout; (f) the bursting, leaking or running of any tank, tub, washtub, water closet, waste pipe, rain or any pipe or tank in, upon or about the Leased Premises; (f) the escape of steam or hot water; (g) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near Leased Premises or otherwise; (g) the falling of any fixture; and (h) any act, omission or negligence of the Lessee, its employees, agents and invitees or of other persons or occupants of the Leased Premises or of owners of adjacent or contiguous property. All personal property belonging to Lessee or any other occupants on the Leased Premises shall be there exclusively at risk of Lessee or such other persons only, and Lessor shall not be liable for damage thereto or the destruction, theft, or misappropriation thereof except if caused by Lessor's negligence or misconduct.

12. **Hold Harmless.** Lessee shall be responsible for the Leased Premises in the event of any liability arising out of its use of the Leased Premises and Lessee agrees that it will hold harmless and indemnify the Lessor from and against such liability unless it is to the negligence or misconduct of Lessor.

13. **Default.** Failure on the part of either Party to comply with any term, representation, warranty, covenant, agreement, or condition of the Lease within sixty (60) days after written notice thereof shall constitute an event of default. Unless the defaulting party commences to cure the event of default within said sixty (60) days after receipt of notice from the non-defaulting party and continues without interruption to cure such event of default, the non-defaulting party shall be

relieved of any of its remaining obligations arising pursuant to the Lease; and such obligations shall immediately be canceled and without any force or effect. In such event, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant, or agreement of the defaulting party. Any failure or delay by either party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have because of such default or breach.

14. **Bankruptcy.** Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessor, or otherwise by operation of law, so as to jeopardize Lessee's interest herein.

15. **Mortgage of Lessee's Interest.** Lessor shall not encumber by mortgage, security interest, deed of trust or other similar instrument, its interest in the Leased Premises and its interest in the improvements constructed thereon.

16. **Real Estate Taxes.** The Leased Premises are currently exempt from general real estate taxes as Lessor is a Religious Institution pursuant to 35 ILCS 205/19.2. If real estate taxes or special assessments shall become due because of Lessee's occupancy of the Leased Premises, Lessee agrees to pay said real estate taxes promptly when due and such taxes shall constitute a debt against Lessee. Lessee further agrees to indemnify and hold Lessor harmless from any real estate tax lawfully imposed with respect to the Leased Premises or this Lease by reason of the use of or any activities conducted from the Leased Premises by Lessee. Lessee reserves the right to judicially challenge solely at its own expense, any loss of tax-exempt status on the Leased Premises.

17. **Subletting and Assignment.** Any assignee of Lessor shall take title subject to the terms of this Lease. Lessee shall not sublet the Leased Premises or assign or transfer this Lease or any interest herein without, in each case, the consent in writing of Lessor.

18. **Waiver.** Failure of either party to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them shall not constitute or be construed as a waiver or relinquishment of the party's right thereafter to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

19. **Notices.** All notices, demand and requests required or permitted to be given under this Lease shall be in writing and shall be deemed given (a) when personally delivered to the party

to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified mail, return receipt requested, postage prepaid; or, (c) on the business day following the day such notice or communication is sent by reputable overnight courier, to the following:

If to Lessor: Roman Catholic Diocese of Joliet
Attn: Director of Buildings and Properties
16555 Weber Road
Crest Hill, Illinois 60403

If to Lessee: Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106
Attn: Village Manager

or to such other address as the Parties may designate in writing.

20. **Construction.** Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the Parties, it being understood and agreed that not any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Lessor and Lessee.

21. **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 as 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 enforced to the fullest extent permitted by law. If any provision of this Lease is determined by a court not to be enforceable in the manner set forth in this Lease, the Lessor and Lessee agree and acknowledge that it is the intention of the Parties to this Lease that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the Parties. If any provision of this Lease is held to be prohibited by or invalid under applicable law, and such provision is incapable of being reformed as provided in the foregoing sentence, such provision, to the extent of such prohibition or invalidity, shall be deemed not to be part of this Lease, and shall not invalidate the remainder of such provision or the remaining provisions of this Lease.

22. **Successors and Assigns.** Each of the terms and agreements herein contained shall be binding and inure to the benefit of the Parties and their successors and assigns.

23. **Applicable Laws.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease

24. **Headings and Interpretation.** Any headings of this Lease are for convenience of reference only and do not modify, amplify, define, or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Lease.

25. **Title and Covenant Against Liens.** Lessor's title is and always shall be paramount to the title of Lessee and nothing in this Lease contained shall empower Lessee to do any act which may encumber the title of the Lessor. Lessee covenants and agrees not to suffer or permit any lien of mechanic's or materialman to be placed upon or against the real property, the land, the building, or the Leased Premises or against Lessor's leasehold interest in the Leased Premises, and, in case of any such lien attaching, to immediately pay and remove same. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law, or otherwise, to attach to or be placed upon the real property, land, building or Leased Premises. If any such liens so attach, and Lessee fails to pay and remove same within sixty (60) days, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor shall be reimbursed by Lessee.

26. **Care of Leased Premises.** Lessor shall keep the Leased Premises in good repair and safe condition, reasonable wear and tear and damage by fire and casualty excepted. Lessee shall also be responsible for damage done to the Leased Premises caused by Lessee.

27. **Return of Leased Premises.**

- (a) At the Termination Date Lessee shall surrender possession of the Leased Premises to Lessor and deliver all keys to the Leased Premises to Lessor and make known to Lessor the combination of all locks remaining in the Leased Premises.
- (b) All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture and

equipment, belonging to Lessee in or upon the Leased Premises whether placed there by Lessee or Lessor, shall be Lessor's property and shall remain upon the Leased Premises without compensation, allowance, or credit to Lessee.

- (c) Lessee shall remove Lessee's furniture, equipment, and other items of movable personal property of every kind and description from the Leased Premises prior to the Termination Date or ten (10) days following termination of this Lease. Lessee shall be liable to Lessor for any expense incurred by Lessor to remove same if Lessee fails to timely perform.
- (d) All obligations of Lessee hereunder shall survive the expiration of the term or termination of this Lease.

28. **Miscellaneous.**

- (a) Time is of the essence of this Lease and of each and all provisions thereof.
- (b) Where acts of Lessor or Lessee shall be required by this Lease, then the period of time for said Party to act shall be extended by any additional time period due to strikes, lockouts, acts of God or causes beyond Lessor's or Lessee's reasonable control.
- (c) The Parties shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by the opposite party on any matters whatsoever arising out of or in any way connected with this Lease.
- (d) Lessee shall have the right to construct, erect or install or cause to be constructed, erected, or installed signage on the exterior portion of the school property in which the Leased Premises are located with the consent of the Lessor, which shall not be unreasonably withheld.

29. **Amendment.** This Lease may be modified only by an agreement in writing signed by the parties or their respective successors in interest.

30. **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee relating to the Leased Premises, and supersedes any other agreement, whether written or oral, that may have been entered into by the Parties.

31. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the day and year first above written.

LESSOR:

ROMAN CATHOLIC DIOCESE OF JOLIET, a Trust

BY: _____ *(Signature)*

RONALD A. HICKS

Bishop of the Roman Catholic Diocese of Joliet, As Trustee

LESSEE:

VILLAGE OF BENSENVILLE

BY: _____ *(Signature)*

FRANK DESIMONE

Village President, Village of Bensenville

Attest:

Village Clerk

Village of Bensenville