

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT  
BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND  
METRO WEST COUNCIL OF GOVERNMENT.**

**WHEREAS**, the Village of Campton Hills, Kane County, 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 is the owner of the property located at 40W270 LaFox Road, Suite A, Campton Hills, Illinois (the "*Property*"); and

**WHEREAS**, the Village and Metro West Council of Government ("*Metro West*") desire to enter into a Lease pursuant to the terms and conditions set forth in the attached Lease Agreement for Village Property. *See Lease Agreement for Village Property, attached hereto as Exhibit A*; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Campton Hills (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Lease Agreement with Metro West.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Campton Hills, Kane County, 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.** That the Lease Agreement for Village Property, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby agreed to and adopted by the Village.

**Section 3.** That the Lease Agreement for Village Property is hereby approved in substantially the form presented to the Village Board, and that the Village President is hereby authorized to execute the Agreement on behalf of the Village.

**Section 4.** That the officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Lease Agreement for Village Property to complete satisfaction of the provisions, terms or conditions stated therein

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

*Intentionally Left Blank*

Passed this 5 day of October 2021, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	<u>✓</u>	<u>    </u>	<u>✓</u>	<u>    </u>
Trustee Susan P George	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
Trustee Jim McKelvie	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
Trustee Mike Millette	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
Trustee <del>Michael O'Dwyer</del> <sup>muncie</sup>	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
Trustee Wendy K. White Eagle	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
President Michael Tyrrell	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

APPROVED this 5 day of October 2021.

  
Michael Tyrrell, Village President

(SEAL)

ATTEST:

  
Lynn Baez, Village Clerk

Exhibit A

*Lease Agreement for Village Property*

**LEASE AGREEMENT FOR VILLAGE PROPERTY**

**THIS LEASE AGREEMENT** (“*Lease Agreement*”), made effective 10/5, 2021 (the “*Effective Date*”), by and between the Village of Campton Hills, an Illinois body politic (hereinafter called “*Village*” or “*Lessor*”), and Metro West Council of Government, an Illinois Not-For-Profit Corporation (“*Lessee*”) (collectively referred to herein after as the “*Parties*”):

**WHEREAS**, the Village is the owner of a certain premises depicted and legally described on Exhibit A and commonly known as 40W270, Suite A, LaFox Road, Campton Hills, Illinois 60175 (the “*Leased Premises*”); and

**WHEREAS**, Lessee has advised the Village of its desire to occupy the Leased Premises for a period of time; and

**WHEREAS**, the Village desires to make the Leased Premises available to accommodate Lessee under the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, and in consideration of the mutual promises and covenants set forth in this Lease Agreement, the Parties agree as follows:

**WITNESSETH**

**RENT**

1. Lessee shall pay Lessor as rent for the Leased Premises the sum of **\$850.00 per month** (which equates to **\$1.70 per square foot**), payable in advance on the first day of each month during the term of this Lease. Real Estate Taxes, water, sewer, gas and electricity charges are included in this rent. If the rent has not been paid by the tenth day of the month, Lessor may at its option terminate this Lease. .
2. Lessee shall deposit \$900.00 with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit. The security deposit shall be returned to Lessee at the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.

## **TERM**

3. This Lease shall commence on the Effective Date and shall continue for an initial term of five (5) years. At the termination date of the initial term of this Lease, this Lease shall be renewed automatically for an additional five (5) year term unless Lessee notifies Lessor in writing of its intent not to renew at least thirty (30) days prior to the termination date. Said renewal shall be upon the same terms and conditions but may include a rent increase by agreement of the parties.

## **LESSOR'S BUILD OUT**

4. Lessor agrees to build-out and divide the Leased Premises at Lessor's expense prior to Lessee's occupation of the Leased Premises.

## **WATER, GAS AND ELECTRIC CHARGES**

5. Lessee will pay, in addition to the rent above specified, all telephone and internet costs, levied or charged on the Premises; and liability insurance for and during the time for which this Lease is granted. In the event said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent payable with the installment of rent next due thereafter.

## **SUBLETTING; ASSIGNMENT**

6. The Leased Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law Lessee's interest created Hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

## **LESSEE NOT TO MISUSE**

7. Lessee will not allow the Premises to be used for any purpose other than that hereinbefore specified. Lessee will not permit any unlawful or immoral practice, with or without its knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any

purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

#### **CONDITION ON POSSESSION**

8. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, other than noted those noted above, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed.

#### **REPAIRS AND MAINTENANCE**

9. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to applicable statutes and ordinances and the directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same back to Lessor upon the termination of this lease, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure at replacement value all glass in windows and doors of the Premises at its own expense. Lessee shall provide for adequate garbage pick-up to ensure cleanliness and sightliness of the Premises.

If the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, itself or by its agents, servants or employees, without such causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures.

## **ACCESS TO PREMISES**

10. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make.

## **NON-LIABILITY OF LESSOR**

11. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of cotenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

## **INSURANCE**

12. During the term of this lease or any extension thereof, Lessee shall at its sole expense procure, keep in force and pay all premiums on a policy of fire and extended coverage insurance for the full insurable value of the fixtures, equipment and inventory located upon the premises at replacement cost which shall name the Lessor as loss payee thereunder. Lessee shall at all times furnish Lessor with a copy of said policy or certificate of insurance evidencing the same to be in full force and effect and paid in full. Any such policy of insurance shall have a specific provision therein reflecting the agreement of the insurer that no termination of the coverage or amendment of same shall be made without first giving ten (10) days' advance written notice thereof to Lessor.

Lessee shall also maintain continually in force during the term of this lease or any extended term thereof a policy of public liability insurance (standard owners, Lessors and tenants liability form) with a responsible insurance company, naming the Lessor as an additional insured, which policy shall contain limits of not less than Three Million



Dollars (\$3,000,000.00) for injury or death to any one person and Three Million Dollars (\$3,000,000.00) in the aggregate for each occurrence, and One Hundred Thousand Dollars (\$100,000.00) for personal property damage. A copy of such policy or a certificate of insurance evidencing same shall be delivered to Lessors prior to the effective date of this lease, and any such policy shall contain a provision stating that no cancellation of such policy or any change in any provision thereof shall be effective unless Lessor is given at least ten (10) days' advance notice by the insurer under such policy. Lessee shall insure that Lessor is named as an additional party insured on all insurance policies described herein.

### **INDEMNITY**

13. Lessee shall indemnify, defend and hold harmless the Lessor, its officers, officials and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorney's fees incidental thereto, on account of injury to or death of any person or persons whomsoever, and/or on account of damage to any property, caused by, connected with, or in any way related to, the Lease Agreement, as the result of the Lessee's failure to comply with any of the terms and conditions of this Lease Agreement. In such instance the Lessee shall pay all of the Lessor's costs of defense and the Lessor shall have the sole right to appoint its counsel. The Lessor shall not be liable, or responsible, for damage caused by fire, vandalism or other casualty, to any equipment, merchandise or personal property, on the Leased Premises, at any time, during this Lease Agreement. Rights and obligations, under indemnity clauses, survive the termination of this Lease Agreement under this clause or otherwise.

### **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)**

14. Any fixtures previously installed, are hereby considered part of the Premises and shall remain for the benefit of Lessor upon termination of this lease, free of any liens. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not

desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

#### **FIRE AND CASUALTY**

15. In case the Premises shall be rendered un-tenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

#### **TERMINATION; HOLDING OVER**

16. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Paragraph 1, or (c) creation of a tenancy at sufferance, at a rental of \$150.00 per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

#### **LESSOR'S REMEDIES**

17. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of thirty (30) days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible

detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee.

Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

#### **RIGHT TO RELET**

18. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving

the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction *pro tanto* of the obligations of Lessee arising hereunder.

#### **COSTS AND FEES**

19. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

#### **LESSOR'S LIEN**

20. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

#### **REMOVAL OF OTHER LIENS**

21. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

#### **REMEDIES NOT EXCLUSIVE**

22. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated; nor shall the right and power to confess judgment herein be deemed to be waived or terminated by the service of any five-day notice,

other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

## **NOTICES**

23. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

If to Lessor:

Village of Campton Hills  
Attn: Village President  
40W270 LaFox Road, Suite B  
Campton Hills, IL 60175

With a copy to:

Montana & Welch, LLC  
11950 S. Harlem Avenue, Suite 102  
Palos Heights, Illinois 60463

If to Lessee:

Lesli Melendy  
Executive Director  
Metro West Council of Government  
40W270, Suite A, LaFox Road  
Campton Hills, IL 60175

With a copy to:

Kathleen Field Orr  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

### **MISCELLANEOUS**

24. Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this Lease.

Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney herein is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

### **SEVERABILITY**

25. 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 effect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**AUTHORITY TO ACT**

26. The persons signing this Lease Agreement warrant that they are duly authorized to execute it on behalf of the Lessor and Lessee, respectively.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

Village of South Campton Hills:

Metro West Council of Government

By:

  
Michael Tyrrell  
Village President

By:

  
Lesli Melendy  
Executive Director

Date Executed:

10/5/2021

Date Executed:

9-23-2021

**EXHIBIT A**