

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION
OF A FIRST AMENDMENT TO AN EXISTING LEASE
BETWEEN THE VILLAGE OF BARRINGTON HILLS
AND THE BARRINGTON HILLS AREA COUNCIL OF GOVERNMENTS**

WHEREAS, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Barrington Hills Area Council of Governments (“BACOG”) is a private regional organization authorized pursuant to the Regional Council Act, 50 ILCS 10/0.01 *et seq.*, (“Act”); and

WHEREAS, the Village is a member of BACOG and, pursuant to Section 6(A) of the Act, may provide office space and services to BACOG as part of its contribution; and

WHEREAS, the Village Board of the Village has previously adopted and approved Resolution No. 14-10, whereby it authorized the execution of a lease of space to BAGOG in the Village Hall, which term is set to expire on June 30, 2016; and

WHEREAS, BACOG has recently been advised of the availability of other space in a member facility, and in order to confirm its ability to secure its current tenancy in the Village for a longer period of time, has requested an extension to its current lease; and

WHEREAS, the President and Board of Trustees deem in advisable, necessary, appropriate and in the public interest and find that it would best serve the public and corporate purposes for which the Village is organized for the Village to enter into an extension of its lease agreement with BACOG for the use of office space within the Village Hall of the Village, pursuant to the terms set forth in the Lease Agreement – First Amendment, attached hereto and incorporated herein by reference, which extends the term of the Lease and includes a rent escalator of five percent per year, commencing in the lease year 2017, and in all other respects the terms of the original Lease are restated in the First Amendment and remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The President is hereby authorized to execute on behalf of the Village, and the Deputy Clerk to attest thereto, the Lease Agreement – First Amendment, as attached hereto as Exhibit A.

SECTION THREE: The Deputy Clerk shall indicate on Resolution No. 14-10 that the Lease Agreement attached thereto has been modified by approval and adoption of this Resolution and the execution of the Lease Agreement – First Amendment.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 27th day of May, 2015.

APPROVED:

ATTEST:

Village President

Deputy Village Clerk

LEASE AGREEMENT – FIRST AMENDMENT

THIS LEASE AGREEMENT – FIRST AMENDMENT (this “Lease”) is made as of the later of the dates accompanying the signatures below (the “Effective Date”) by and between THE VILLAGE OF BARRINGTON HILLS, an Illinois municipal corporation (“Landlord”) and BARRINGTON AREA COUNCIL OF GOVERNMENTS, a private regional organization formed pursuant to the Regional Council Act (50 ILCS 110/0.1 et seq.) (“Tenant”).

RECITALS

A. Landlord is the owner of the land and improvements commonly known as 112 Algonquin road, Barrington Hills, Illinois (“Village Property”).

B. Landlord and Tenant entered into a Lease Agreement in or about June 2014 to commemorate the terms of their Agreement by which the Landlord leased to Tenant and Tenant leased from Landlord space in the Village Property as described in this Lease Agreement.

C. Tenant has recently proposed to Landlord, and Landlord has agreed to, extend the Term of the original Lease Agreement, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. RENTAL SPACE AND ACCESS AREAS

- a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Rooms 214 and 215 in the Village Property which is depicted in Exhibit A attached hereto (“Premises”).
- b) In addition, Landlord hereby grants to Tenant and its officers, directors, employees, agents, contractors and invitees (“Tenant Group”) a non-exclusive right and license over the following areas of the Village Property subject to the following terms:
 - i. Ingress/Egress: Pedestrian and vehicular ingress and egress over the Village Property, to and from the Premises, upon and across the parking areas, exits, entrances, sidewalks, and hallways (“Ingress/Egress Area”).
 - ii. Parking: The use of parking spaces in the area of the Village Property designated for parking of automobiles (“Parking Area”).
 - iii. Other Rooms: The use, in common with Landlord’s employees, of the kitchen (Room 249), bathrooms (Rooms 217 and 218) and the copy area (Room 229) otherwise referred to as Common Rooms (“Common Rooms”).
 - iv. Space for Plotter and Large Format Printer: Landlord shall make space available in the Village Property for Tenant’s plotter and large format printer, which Landlord may use from time to time upon the approval of Tenant.
 - v. Scheduled Space: On an occasional basis and with five days’ advance notice to the Landlord, Tenant may arrange to use Room 216, Room 210 or Room 205 for

Tenant's and Tenant's staff and Tenant Group's use, provided such use is limited to Tenant's core functions.

- vi. The Ingress/Egress Area, Parking Area, Commons Rooms, Space for Plotter and Large Format Printer and Scheduled Space are hereinafter collectively referred to as "Access Areas". Landlord may, from time to time, change the size, location and nature of the Access Areas and may make installations therein and move and remove such installations. Tenant's use of Access Areas shall be subject to such rules and regulations as Landlord may impose. Landlord makes no representation or warranty regarding the use, availability or suitability of the Access Areas for Tenant's intended activity.

2. TERM. The term of this lease and the obligations to pay Rent (as defined herein) and other charges herein ("Initial Term") commenced on July 1, 2014 ("Commencement Date") and shall now expire on June 30, 2019 ("Expiration Date") unless this Lease is terminated earlier as hereinafter set forth. Regardless of the term stated herein, this Lease may be terminated by Tenant upon sixty (60) days prior to written notice to Landlord.

3. USE. Tenant shall use and occupy the Premises only for the purposes of office use and for no other purposes ("Use"). Tenant's normal business hours shall be 9:00 a.m. to 6:00 p.m. At any other time, Tenant shall have access to the Village Property only if Tenant abides by Landlord's standards for security.

4. RENT

- a) Additional Rent and Base Rent are collectively referred to as "Rent". Through June 30, 2016, Tenant shall pay Landlord \$220.00 per month (\$2640.00 yr.) as base rent for the Premises ("Base Rent") without set-off, abatement, counterclaim, or deduction of any kind. Commencing July 1, 2017, Rent set forth herein shall increase by five percent (5%) each year, through the Term (*i.e.*, Rent shall be \$231.00/mo or \$2772.00 per year in 2017; \$242.50/mo or \$2,910.00 per year in 2018; and \$254.63/mo or \$3,055.56 per year in 2019).

- b) Rent shall be due on the first day of each Rental Period.

5. ADDITIONAL RENT. In addition to Base Rent, Tenant shall pay Additional Rent \$29.95 per month to the Landlord for Digital Voice Line.

6. UTILITIES: Tenant shall not be responsible for paying any part of any utility costs associated with the Premises or the Village Property.

7. COVENANTS REGARDING USE. Tenant agrees, for itself and Tenant Group, to observe the following covenants as to each and every one of the Premises.

- a) **Compliance with Law.** Tenant shall not use the Premises nor permit Tenant Group to use the Premises or its surroundings in any way that, directly or indirectly, is forbidden by any and all applicable laws, statutes, ordinances, codes, decrees, rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof, including but not limited to, those relating to criminal activity, disturbance of the peace or public nuisances.

- b) **Security of Persons and Property.** Tenant shall be fully responsible for securing the Premises and any personal property on the Premises.

- c) **Obstruction.** Tenant and Tenant Group shall not obstruct or use for storage or any purpose other than ingress and egress, the sidewalks, entrances, passages, courts corridors, vestibules, halls and stairways of the Premises or Access Areas.
 - d) **Personal Property.** Tenant shall not use personal property of the Landlord at the Premises or Access Areas without obtaining the prior consent of Landlord. Notwithstanding the foregoing, Landlord grants Tenant permission to use the copy and fax machines and the kitchen equipment; provided, however, that Landlord makes no warranty whatsoever regarding such personal property and Tenant shall use at Tenant's sole risk.
 - e) **Locks.** Unless Landlord gives prior written consent to each and every instance Tenant shall not have the right to install additional locks, security alarms or similar devices to any door or window of the Premises. If Landlord consents to Tenant installation of any additional locks, Tenant shall provide Landlord with a master key for such locks at the time such locks are installed. If Landlord consents to the installation of security alarms or similar devices, Tenant shall provide Landlord with a means of access to such security alarms or similar devices at the time of such installation.
 - f) **Illumination.** Tenant shall not use any illumination other than electric light or use or permit to be brought into the Premises or the Village Property any flammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosives or other articles hazardous to life, limb or property.
 - g) **Electricity.** Tenant shall not install or permit to be installed in the Premises any equipment which uses an amount of electrical current, together with all other equipment using electrical current, in excess of the maximum amount of electrical current which can be safely used in the Premises. Tenant shall ascertain the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Premises, and shall not use more than such safe capacity.
 - h) **Utility Waste.** Tenant shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures or mechanical systems, including heating, ventilation and air conditioning systems. Tenant shall bear the cost of replacement of all lamps, tubes, ballasts and starters for lighting fixtures that it uses on the Premises. Tenant shall be responsible for damages resulting from waste, misuse or neglect, including damages arising from unauthorized changes to the thermostat or leaving windows open when the heating system is on.
 - i) **Signage.** Tenant shall be permitted, at Tenant's own expense, to include reasonable signage identifying the Tenant's space including 1) stenciling the Tenant's name on the glass wall of Room 214, and 2) hanging Tenant signage somewhere on the outdoor area of the Village Property in a manner sufficient to inform visitors that they have arrived at Tenant's office space. Tenant shall obtain Landlord approval for any such signage, but provided the signage is not inconsistent with Landlord's existing sign code and creates no safety concerns; such approval shall not be unreasonably withheld.
8. **CONDITION ON POSSESSION/DISCLAIMER OF WARRANTIES.** Tenant shall take possession of the Premises in "AS IS, WHERE IS" condition. Tenant agrees that Landlord has not made any representations regarding the condition and/or repair of the Premises, nor any agreement to decorate, alter, clean or improve the Premises, that are not expressly set forth in this Lease. Landlord makes no representations or warranties of habitability, fitness for a particular purpose or otherwise, whether express or implied, about the condition of the

Premises. Notwithstanding the foregoing, prior to occupancy by the Tenant, Landlord agrees to remove the shelving in Room 215.

9. TENANT OBLIGATIONS FOR CONDITION OF PREMISES

- a) Except as otherwise specifically provided herein, Tenant shall, at Tenant's own expense, have the following obligations with respect to the Premises:
 - i. Regularly inspect and keep in good order, repair and condition at all times during the Term, including the maintenance in a clean, sightly and healthy condition;
 - ii. Collect and place waste in the dumpsters or other receptacles designated by Landlord, and Tenant shall remove all waste and recyclables from the Premises on a regular basis;
 - iii. Promptly and adequately repair all damage as a result of Tenant's use, Tenant's moving furniture or equipment in and out, or Tenant's alterations, and replace and repair all such damaged or broken fixtures, equipment, systems and appurtenances with materials at least equal in quality and class to the original materials, subject to the approval of Landlord, and within any reasonable period of time specified by Landlord.
- b) If Tenant requests assistance from an employee or contractor of Landlord performing work on the Village Property, Tenant shall reimburse Landlord the reasonable allocable cost thereof.
- c) All repairs for which Tenant is responsible shall be promptly performed by Tenant in a manner that will not interfere (except to a de minimis extent) with the use of the Village Property, the Access Areas or Landlord or its employees.

10. TENANTS WORK ON PREMISES; ADDITIONS; ALTERATIONS.

- a) Tenant shall not, without the prior written consent Landlord in each instance, make any replacements, improvements, alterations or additions (collectively the "Work") to the Premises. Notwithstanding the foregoing, Landlord's consent shall not be required for any Work that satisfies all of the following criteria ("Cosmetic Alteration"): (i) is of a purely cosmetic nature such as painting, wallpapering, hanging pictures or installing carpeting;(ii) is not visible from the exterior of the building or Premises; (iii) will not affect the structural, plumbing, electrical or other mechanical systems of the Premises or the Village Property; (iv) does not require work to be performed inside the walls or on the ceiling of the Premises; (v) does not require issuance of a building permit; (vi) does not involve the instruction or disturbance of any hazardous substances; and (vii) costs less than \$1,000.00.
- b) If Landlord gives its consent to any Work, then, prior to commencing:
 - i. Tenant shall submit to Landlord for Landlord's review and approval any construction plans and specifications and any amendments thereto showing the Work in reasonable detail.

- ii. Tenant shall submit to Landlord for Landlord's review and approval the names and addresses of all contractors and copies of all contracts with such contractors, and any amendments thereto.
- iii. Tenant shall require contractors and subcontractors performing any Work on the Premises to procure and maintain during the course of any Work: (x) Broad Form Commercial General Liability insurance policy naming Landlord as an additional insured and (y) workers' compensation and employer's liability insurance. Contractors' and subcontractors' insurance policies shall expressly state that they are primary and non-contributing with respect to any other insurance maintained by Landlord and Tenant.
- iv. Tenant shall submit to Landlord copies of all necessary permits evidencing compliance with all ordinances and regulations of the city, county, and state in which the Premises is located.

11. INSURANCE: During the Term, Tenant, at its cost and expense, shall carry and maintain the following types of insurance with respect to the Premises and Access Areas with insurance companies acceptable to Landlord having a minimum AM Best Rating of A-VII.

- a) Broad form commercial general liability insurance policy naming Landlord as an additional insured with a policy limit of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- b) Automobile liability insurance with \$1,000,000 per occurrence liability limit with Landlord as an additional insured.
- c) Workers' Compensation with statutory coverage and Employer's Liability with limits of \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.

12. COVENANT AGAINST LIENS. Tenant shall not permit mechanics' or other liens to be placed upon the Premises in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant, within ten (10) days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner reasonably acceptable to Landlord and, if Tenant fails to do so, Tenant shall be deemed in violation of this Lease and, in addition to any other remedies available to Landlord as a result of such violation by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including without limitation, reasonable attorney's fees.

13. ACCESS TO PREMISES. Tenant shall allow Landlord access to the Premises for the purpose of performing Landlord obligations, for inspecting the condition of the Premises and the Tenant's performance of Tenants' obligations thereto, and Tenant shall not interfere with the same; provided however, that Landlord shall use good faith efforts to minimize interference with Tenant's use of the Premises. Landlord shall use good faith efforts to give Tenant twenty-four (24) hour notice to enter the Premises for such purposes unless it is an emergency or regularly scheduled entry.

14. WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS

- a) All personal property situated in or on the Premises or Access Areas and belonging to or being used by Tenant or Tenant Group shall be at the risk of Tenant or Tenant Group members only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the wrongful acts, omissions or negligence of Landlord.
- b) To the fullest extent permitted by law, Tenant, its successors and assigns, shall indemnify and hold harmless Landlord, its present and future trustees, officers, employees and agents, and Landlord's interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees proximately resulting in whole or in part from the negligent or other wrongful acts or omissions of Tenant or Tenant Group, occurring or alleged to have occurred in whole or in part in connection with Tenant's or Tenant Group's use of the Premises or Access Areas, but expressly excluding claims, obligations, liens encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses caused by the wrongful acts, omissions or negligence of Landlord.

15. DESTRUCTION & DAMAGE; RESTORATION If Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes or in the event of any other damage to the Property or the Premises that renders the Premises unusable, inoperable or unfit for occupancy in whole or in part, then this Lease agreement shall terminate as of the date of such damage. Landlord shall have no further obligation to Tenant except that the Landlord shall return to the Tenant prorated rent for that month.

16. SUBLETTING; ASSIGNMENT. Tenant shall not have the right to assign, sublet, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord.

17. CONDITION UPON SURRENDER OF POSSESSION. Tenant shall yield the Premises back to Landlord upon the termination of this Lease, whether such termination shall occur by expiration of the Term or in any other manner whatsoever, in good condition, ordinary wear and tear expected, broom clean and free of debris. Tenant shall arrange with Landlord a walk-through of the Premises within ten (10) days of the expiration or earlier termination date of this Lease.

18. NOTICES. All notices, demands, consents and submissions to be made or given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, postage prepaid, by United States certified or registered mail, return receipt requested, to the following addresses or to such other addresses or addressee as either party may give to the other in writing:

If to Landlord, then to:

If to Tenant, then to:

Village of Barrington Hills
 112 Algonquin Road
 Barrington Hills, IL 60010-5199
 Attention: Village Administrator

Barrington Area Council of Governments
 112 Algonquin Road
 Barrington Hills, IL 60010-5199
 Attention: Executive Director

19. **MISCELLANEOUS.**

- a) **Complete Agreement.** This Lease embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Lease shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
- b) **Amendments must be in Writing.** This Lease cannot be changed or provisions waived orally or by course of conduct. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord and Tenant unless in writing and signed by both parties.
- c) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Sections.
- d) **Authority.** Landlord and Tenant, and signatories hereunder, each represent and warrant that they have the power and authority to execute and deliver this Lease and to perform all the covenants to be performed by it hereunder.
- e) **Times is of Essence.** Time is of the essence of this Lease and of every provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

Village of Barrington Hills, an Illinois
municipal corporation

Barrington Area Council of Governments

By: _____
Village President

By: _____
Executive Director

Attest: _____
Village Deputy Clerk

Name: _____

Its: _____

Date: _____, 2015

Date: _____, 2015

EXHIBIT “A”

EXHIBIT A

DESCRIPTION OF PREMISES

