



**THE VILLAGE OF SAUK VILLAGE
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER: O2024-004**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
TO LEASE THE SAUK VILLAGE COMMUNITY CENTER TO COOK COUNTY
(EFFECTIVE APRIL 1, 2024)**

**DERRICK N. BURGESS, MAYOR
MARVA CAMPBELL-PRUITT, Clerk**

**ARETHA BURNS
EUGENE CARTER
ARNOLD COLEMAN
RAVEN JOHNSON
DIANE SAPP
DEBBIE WILLIAMS**

TRUSTEES

ORDINANCE No. O2024-004

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT TO LEASE THE SAUK VILLAGE COMMUNITY CENTER TO COOK COUNTY (EFFECTIVE APRIL 1, 2024)

WHEREAS, the Village of Sauk Village, Cook County, Illinois ("**Village**") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the County of Cook (the "**County**") is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the Village and County desire to enter into an Intergovernmental Agreement to Lease Office Space ("**Lease**"), attached hereto and incorporated herein by reference as **Exhibit 1**, for the premises commonly known as the Sauk Village Community Center to serve the County's Restorative Justice Community Court; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, and with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit

of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village has the power to lease real estate for any term not exceeding 99 years by an ordinance approved by three-fourths of the corporate authorities then holding office when, in their opinion, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village (65 ILCS 5/11-76-1); and

WHEREAS, corporate authorities of the Village find the Sauk Village Community Center is not required for the use of the Village during the times provided under the terms of the Lease; and

WHEREAS, on or about February 13, 2024, the Mayor and Board of Trustees approved a substantially similar lease to be effective March 1, 2024; and

WHEREAS, the County experienced delays in finalizing its lease approvals, the parties now desire to approve the Lease to be effective for an initial term of April 1, 2024 to March 31, 2027; and

WHEREAS, the Village President and Board of Trustees deem it to be in the best interest of the Village to enter in to the Lease, substantially in the form and on the terms as provided in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Sauk Village, Cook County, Illinois as follows with the foregoing recitals being incorporated by herein reference:

Section 1. The Lease shall be and is hereby approved in substantially form of *Exhibit 1*.

Section 2. The Mayor and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Lease with the County and undertake such actions as may be necessary or convenient to enforce its terms.

Section 3. All prior ordinances, resolutions, or motions, or parts of ordinances, resolutions, or motions in conflict with any provisions of this Ordinance shall be and the same are hereby repealed to the extent of any such conflict.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.


Section 5. This Ordinance shall be in full force and effect upon its passage, publication, and approval as provided by law.

ADOPTED, by the Mayor and Board of Trustees of the Village of Sauk Village, Cook County, Illinois this 12th day of March 2024, pursuant to a roll call vote as follows:

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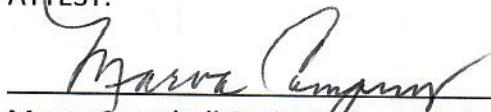
	YES	NO	ABSENT	ABSTENTION
BURNS			X	
CARTER	X			
COLEMAN	X			
JOHNSON	X			
SAPP		X		
WILLIAMS	X			
BURGESS -Mayor				
TOTAL				
	4	1	1	

APPROVED by the Mayor of the Village of Sauk Village, County of Cook, Illinois on this 12th day of March 2024



 Derrick N. Burgess, Mayor

ATTEST:



 Marva Campbell-Pruitt, Village Clerk



Exhibit 1

VILLAGE OF SAUK VILLAGE INTERGOVERNMENTAL AGREEMENT TO LEASE OFFICE SPACE WITH THE COUNTY OF COOK
(EFFECTIVE APRIL 1, 2024)

[attached on following pages]

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement to Lease Office Space (this "Lease") is made and entered into as of the first day of April 2024 by and between the Village of Sauk Village, an Illinois municipality (hereinafter referred to as "Landlord"), and the County of Cook, a body corporate and politic of the State of Illinois, on behalf of its Restorative Justice Community Court (hereinafter referred to as "Tenant"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and Article VII, §10 of the Illinois Constitution.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Landlord and the Tenant mutually agree as follows:

ARTICLE I

GRANT OF LEASE; PREMISES

1. Grant of Lease; Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises outlined on the floor plans attached hereto as Exhibit A and hereby made a part hereof (hereinafter referred to as the "Premises"), consisting of approximately 2,902 rentable square feet of space on the first floor of the building located at 2700 Kalvelage Drive, Sauk Village, Illinois 60411, also known as the Sauk Village Community Center (hereinafter referred to as the "Building"). The rentable square footage is broken down as follows:

Large open space: 2,000 rentable square feet
Office space: 179 rentable square feet
Kitchen: 267 rentable square feet
Northside open space: 392 rentable square feet
Northside bathroom: 32 rentable square feet
Northside bathroom #2: 32 rentable square feet.

The Premises are depicted in Exhibit A, Partial Floor Plan, attached hereto.

Tenant shall have the right, in common with others, to use the common area facilities of the Building which may include, but are not limited to, passenger and freight elevators, loading docks, sidewalks, hallways, stairways, public restrooms, common entrances, lobby, emergency systems, and other similar public areas and access ways of the Building as provided in this Lease.

ARTICLE 2

TERM; POSSESSION

2. Term; Possession. The term of this Lease (hereinafter referred to as the "Term") shall commence on March 1, 2024 (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "Commencement Date") and end on February 31, 2027 (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "Expiration Date"), unless sooner

terminated as provided herein. Tenant shall take possession on the Commencement Date of the Term.

2.1 Option to Extend. Sixty (“60”) days before the Expiration Date of the Lease, the Landlord and the Tenant may agree in writing to renew this Lease, subject to the terms and conditions agreed to by both Parties.

ARTICLE 3

RENT

3. Rent. Tenant shall pay an annual rent (hereinafter referred to as “Rent”) to Landlord for the Premises in the respective amounts for the respective periods set forth in the Rent Schedule below, payable in equal monthly installments (hereinafter referred to as “Monthly Rent”), in arrears. Tenant shall not be required to pay any rent other than the Rent set out in the Rent Schedule below, nor shall Tenant be required to pay any real estate taxes or Landlord’s operating expenses.

RENT SCHEDULE

Lease Year	Annual Rent	Monthly Rent
02/01/24 – 01/31/25	\$24,000.00	\$2,000.00
02/01/25 – 01/31/26	\$24,720.00	\$2,060.00
02/01/26 – 01/31/27	\$25,461.60	\$2,121.80
Total:	\$74,181.60	

3.1 Manner of Payment. Rent and all other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as “Rent”) shall be paid in lawful money of the United States to Landlord in the commercially reasonable manner as may be designated from time to time by written notice from Landlord to Tenant.

ARTICLE 4

USE OF PREMISES; TENANT’S COVENANTS AS TO USE AND OCCUPANCY

4. Use of Premises; Tenant’s Covenants as to Use and Occupancy. Tenant may use and occupy the Premises for general office purposes on Mondays, Wednesdays, Thursdays, and Fridays, between the hours of 8:00am and 5:00 p.m., specifically, the purpose of conducting the business of the Restorative Justice Community Court (“RJCC”), which is operated by the Circuit Court of Cook County. In summary, the RJCC focuses on young adults, between the ages of 18-26, that are charged with non-violent felony or misdemeanor crimes. RJCC’s primary objective is to give young adults a second chance to keep their records clean and to get their lives back on track. Participants that successfully complete the program may have the opportunity to have their charges dismissed and arrest and court records expunged. Landlord shall have the right to use the and occupy the Premises during times the Tenant is not entitled to use and occupy the Premises as provided in this Section.

ARTICLE 5

SERVICES

5. Services Provided by Landlord. Landlord shall furnish the following services in a manner consistent with those services provided by Landlord to other tenants in the Building:

5.1 HVAC. Air conditioning and heating as required, for comfortable occupancy of the Premises at or below 78 degrees Fahrenheit during the cooling season and at or above 68 degrees Fahrenheit during heating season.

5.2 Domestic water in common with other tenants for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant in the Premises with Landlord's written consent, and hot water in common with other tenants for lavatory purposes from regular Building supply.

5.3 Fluorescent lamps, ballasts and all necessary repair or replacement expenses related to such lighting.

5.4 Janitorial and cleaning service nightly in and about the Premises, Saturdays, Sundays and holidays excepted. Tenant shall not provide or use any other janitorial or cleaning services without Landlord's written consent, and then only subject to supervision of Landlord and at Tenant's sole responsibility and by a janitor, cleaning contractor or employees at all times satisfactory to Landlord.

5.5 Exterminating services to ensure Premises are pest and rodent free.

5.6 Elevator service where applicable, shall be provided twenty-four (24) hours/day, seven (7) days/week, including holidays and the period during which Tenant moves into and out of the Premises.

5.7 Service and maintenance of fire extinguishers.

5.8 Operation, maintenance and monitoring of all security systems and life safety systems.

5.9 Electricity shall be furnished by Landlord, by an electric utility company serving the area in which the Building is located. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of Landlord in each instance. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon.

5.10 Regulations Regarding Utilities and Services. Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building; provided Tenant has received written notice of any such rules and regulations, and such rules and regulations are reasonable and affect all tenants equally. Throughout the Term of this Lease, Landlord shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction of partitions or

other obstructions which might interfere with access to or the moving of servicing equipment to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

ARTICLE 6

CONDITION AND CARE OF PREMISES

6. Condition and Care of Premises. No promises of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises, the Building or the Land, has been made to Tenant by or on behalf of Landlord except to the extent expressly set forth herein.

Except for any damage resulting from any wanton or negligent act of Landlord or its employees and agents, Tenant, at its own expense, shall keep the Premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the Premises caused by Tenant or any of its employees, contractors, agents, invitees or licensees, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Landlord and within any reasonable period of time specified by Landlord. If Tenant does not do so promptly and adequately, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof on demand.

Landlord shall be responsible for all other maintenance and repairs to the Premises and Building, including, but not limited to, all structural elements, the foundation, roof, exterior walls, all plumbing, mechanical, heating, ventilating and air conditioning, electrical and life safety building systems, parking areas, if any, sidewalks, common area maintenance, snow removal and landscaping.

ARTICLE 7

RETURN OF PREMISES

7. Surrender of Possession. At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and, subject to the following paragraph, shall return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession or, when approved repairs, replacements, and improvements are completed; ordinary wear, loss or damage by fire or other casualty; and damage resulting from the act of Landlord or its employees and agents excepted, failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the actual cost thereof to Landlord on demand.

7.1 Installations and Additions. All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and permanent improvements, except movable furniture, trade fixtures

and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and, upon termination of this Lease by lapse of time or otherwise, or of Tenant's right of possession without termination of this Lease, shall remain upon the Premises, all without compensation, allowance or credit to Tenant.

7.2 Trade Fixtures and Personal Property. Tenant shall also remove Tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description from the Premises and repair any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term or within thirty (30) days following termination of this Lease or Tenant's right of possession, whichever is earlier. If Tenant fails to remove such items, Landlord may do so, and thereupon the provisions of Section 16.6 of Article 16 ("Default") shall apply and Tenant shall pay to Landlord upon demand the actual cost of such removal and of restoration of the Premises.

7.3 Survival. All obligations of Tenant under this Article shall survive the expiration of the Term, Tenant's Default, or earlier termination of this Lease.

ARTICLE 8

[Reserved]

ARTICLE 9

RULES AND REGULATIONS

9. Tenant agrees to observe and not to interfere with the rights reserved to Landlord herein and agrees, for itself, its employees, agents, and contractors, to comply with the rules and regulations that Landlord has provided to Tenant and as may be adopted by Landlord pursuant to Section 10.1 of Article 10 ("Rights Reserved to Landlord") of this Lease; provided Tenant has received written notice of any such modifications or amendments within a reasonable time period prior to the effective date of the same and such modifications or amendments do not materially increase the obligations or diminish the rights of Tenant under the Lease. Failure by Tenant to observe the rules and regulations may be deemed a breach of this Lease and Landlord shall have the remedies available as set out in this Lease or at law or in equity.

ARTICLE 10

RIGHTS RESERVED TO LANDLORD

10. Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease:

10.1 From time to time to make and to adopt such reasonable rules and regulations, in addition to or other than or by way of amendment or modification of existing rules and regulations or other Sections of this Lease, for the protection and welfare of the Building and its tenants and occupants,

as Landlord may determine, and Tenant agrees to abide by and comply with all such rules and regulations; provided, Tenant has received written notice of any such rules and regulations, or amendment or modification thereof, within a reasonable time period prior to the effective date of the same and such rules and regulations, or amendment or modification thereof, do not materially increase the obligations or diminish the rights of Tenant under the Lease;

10.2 To change the name or street address of the Building;

10.3 To install and maintain signs on the exterior and interior of the Building;

10.4 To prescribe the location and style of the suite number and identification sign or lettering for the Premises;

10.5 To retain at all times, and to use in appropriate instances, pass keys to the Premises;

10.6 To grant to anyone the exclusive right to conduct any business or render any service in the Building, or the nonexclusive right to use any premises in the Building for a use which is the same as or similar to the use expressly permitted to Tenant by Article 4 ("Use of Premises; Tenant's Covenants as to Use and Occupancy");

10.7 To exhibit the Premises at reasonable hours and to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time after Tenant vacates or abandons the Premises;

10.8 To enter the Premises at reasonable hours for reasonable purposes, including inspection and supplying janitorial service or other service to be provided to Tenant hereunder;

10.9 To require all persons entering or leaving the Building during such hours as Landlord may reasonably determine from time to time to identify themselves to security personnel by registration or otherwise in accordance with security controls, and to establish their right to enter or to leave in accordance with such security controls. Landlord shall not be liable in damages for any error with respect to admission to or eviction or exclusion from the Building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or to prevent access to the Building during the continuance of the same, to shut down elevator service, to activate elevator emergency controls, or otherwise to take such action or preventive measures deemed necessary by Landlord for the safety or security of the tenants or other occupants of the Building or for the protection of the Building and the property in the Building. Tenant agrees to cooperate with any reasonable safety or security program developed by Landlord;

10.10 To regulate access to telephone, electrical and other utility closets in the Building and to require use of designated contractors for any work involving access to the same;

10.11 Provided that reasonable access to the Premises shall be maintained and the business of Tenant shall not be interfered with unreasonably, to rearrange, relocate, enlarge, reduce or change corridors, exits, entrances in or to the Building and to decorate and, at its own expense, to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Building or

any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the Building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed, and during such operations may enter upon the Premises and take into and upon or through any part of the Building, including the Premises, all materials that may be required to make such repairs, alterations, improvements or additions, and in that connection, Landlord may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Landlord, all without the same constituting an eviction of Tenant in whole or in part and without abatement of Rent by reason of loss or interruption of the business of Tenant or otherwise and without in any manner rendering Landlord liable for damages or relieving Tenant from performance of Tenant's obligations under this Lease. Landlord, at its option, may make any repairs, alterations, improvements and additions in and about the Building and the Premises during ordinary business hours; and

10.12 Landlord specifically excepts and reserves to itself the use of any roof decks, the exterior portions of the Premises, all rights to the land and improvements below the improved floor level of the Premises, to the improvements and air rights above the Premises and to the improvements and air rights located outside the demising walls of the Premises and to such areas within the Premises required for installation of utility lines and other installations required to serve other occupants of the Building and to maintain and repair same, and no rights with respect thereto are conferred upon Tenant, unless otherwise specifically provided herein.

ARTICLE 11

ALTERATIONS

11. Alterations. Landlord shall install a retractable interior wall, at its expense in accordance with mutually agreed plans and schedules. Tenant shall have access to Landlord's WIFI network in order to access the Tenant's case management systems. Landlord shall permit its personnel, namely, Cook County Telecom, to bring telephony and data services to the Premises, to run conduit and data/telephone cabling from the existing network closet to the Tenant's Premises. The Tenant shall install wireless access points, at its expense, to make WIFI available to the Premises. Tenant may not make improvements, additions, installations, decorations, and changes except as provided herein or as may be consented to by Landlord.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

12. Assignment and Subletting. Tenant, without the prior written consent of Landlord in each instance, shall not (a) assign this Lease or any interest under it, (b) sublet the Premises or any part thereof, (c) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 4 ("Use of Premises; Tenant's Covenants as to Use and Occupancy") of this Lease or by anyone other than Tenant, its using agencies and their agents, employees, contractors, licensees and invitees, to the extent permitted under said Article 4.

ARTICLE 13

[Reserved]

ARTICLE 14

DAMAGE OR DESTRUCTION BY CASUALTY

14. Damage or Destruction by Casualty. If the Premises or the Building are damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall determine with all due promptness whether the Building will be reconstructed or if the functions conducted in the Building will be relocated to another facility. If Landlord determines to restore the Building, Landlord will proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, then Landlord shall determine with all due promptness after the occurrence of such damage whether the Building will be reconstructed or if the functions conducted in the Building will be relocated to another facility. If Landlord elects to restore the Building, Landlord shall estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall advise Tenant by notice of such estimate.

14.1 Option to Terminate. If it is estimated that the amount of time required to substantially complete such repair and restoration will exceed thirty (30) days from the date such damage occurred, or if Landlord elects not to restore the Building, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises or access to the Premises are rendered untenable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within thirty (30) days after Landlord gives Tenant the notice containing said estimate (it being understood that, if it elects to do so, Landlord may also give such notice of termination together with the notice containing said estimate). If Landlord offers alternate space to Tenant in the location where the functions conducted in the Building are relocated, and such location is acceptable to Tenant, the parties shall enter into a new agreement for such space for the remainder of the Term of this Lease upon the same terms and conditions set forth herein.

14.2 Restoration. Unless this Lease is so terminated, or Landlord elects not to restore the Building, Landlord shall proceed with reasonable promptness to repair and restore the Premises. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, except as hereinafter provided, if such repairs and restoration in fact are not completed within the time period estimated by Landlord. If the Premises are not repaired or restored within the time period estimated by Landlord, then either party may terminate this Lease, effective immediately.

14.3 Abatement of Rent. In the event any fire or casualty damage renders the Premises untenable and if this Lease is not terminated pursuant to Section 14.1 ("Option to Terminate") by reason of such damage, then Rent shall abate during the period beginning with the date of such damage and ending with the date Landlord tenders the Premises to Tenant as being ready for occupancy and Tenant accepts the same. Such abatement shall be in an amount bearing the same

ratio to the total amount of Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to Section 14.1 ("Option to Terminate"), Rent shall be apportioned on a per diem basis and shall be paid to the date of the fire or casualty.

ARTICLE 15

[Reserved]

ARTICLE 16

DEFAULT

16. Default by Tenant. The occurrence of any one or more of the following matters constitutes a Default by Tenant under this Lease:

16.1 Failure by Tenant to initiate payment of any Gross Rent or any other moneys required to be paid by Tenant under this Lease within five (5) days after notice of failure to pay the same on the due date provided, however, that no interest on any such late payment shall be charged;

16.2 After the notice described in Section 16.1 of this Article 16 ("Default") has been given and Tenant timely initiates the payment, failure by Tenant to pay such Rent or other moneys within sixty (60) days after such notice of failure to pay on the due date from Landlord to Tenant;

16.3 Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure continues for thirty (30) days after notice thereof from Landlord to Tenant;

16.4 Rights and Remedies of Landlord. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law or in equity.

16.5 Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice.

16.6 Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

16.7 Right to Re-Enter. If Landlord exercises the remedies provided in Section 16.5, of this Article 16 ("Default"), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such

force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law or in equity.

16.7 Removal of Personal Property. All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all actual expenses incurred by Landlord with respect to such removal and storage so long as the same is in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

16.8 Default by Landlord. If (i) Landlord fails to perform any of its material obligations under this Lease and this failure to perform materially interferes with Tenant's normal business operations and occupancy of the Premises, (ii) Landlord is in violation of a material provision of this Lease, or (iii) Landlord fails to make or complete in a reasonable time repairs it is required to complete under this Lease (collectively a "Landlord Default"), Tenant may give Landlord notice specifying the Landlord Default. If a cure cannot be accomplished within thirty (30) days after receiving notice from Tenant, or if the Landlord Default cannot be cured within such time period and Landlord has not commenced to cure such default within said thirty (30) day time period and is not diligently proceeding to cure such default, then in addition to all rights, powers, or remedies permitted by law or in equity, Tenant may (a) correct the Landlord Default and deduct the actual cost from the Rent; or (b) upon the failure of Landlord to cure any Landlord Default within thirty (30) days of receipt of notice thereof unless Landlord is diligently pursuing a cure, Tenant shall have the right to terminate this Lease by providing Landlord with notice of such termination. Notwithstanding the foregoing, in the event that Landlord fails to make or complete in a reasonable time repairs it is required to complete under this Lease and Tenant determines that the actions or inactions of the Landlord, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, and such failure is not cured within five (5) days after receiving notice thereof from Tenant, Tenant shall have the right to perform such maintenance or service and charge Landlord for the reasonable cost of the same. Tenant may offset the associated actual costs against Rent if Landlord does not pay Tenant's invoices.

ARTICLE 17

NON-DISTURBANCE

17. Non-Disturbance. So long as Tenant is not in default (beyond any period given Tenant in this Lease to cure such default) in the payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of this Lease on Tenant's part to be performed, Tenant shall not be disturbed by Landlord's lender or mortgagee, if any, in its possession of the Premises during the term of this Lease, or any extension or renewal thereof, or in the enjoyment of its rights under this Lease. Such lender or mortgagee shall not join Tenant as a party defendant in any action or foreclosure proceeding. Further, in the event of a transfer of the Building to the lender or any purchaser from the lender (after the lender has taken title to the Building by

foreclosure or deed in lieu thereof or other legal process), this Lease shall continue in full force and effect as a direct lease between the lender or purchaser and Tenant, upon and subject to all of the terms of this Lease for the balance of the term remaining.

ARTICLE 18

[Reserved]

ARTICLE 19

INSURANCE

19. **Self-insurance.** Tenant may elect to self-insure with respect to any claims which would be covered by such insurance by providing to Landlord a reasonably acceptable written statement regarding the claims experience, assumptions and other aspects of such self-insurance plan, and such supporting documentation as Landlord may reasonably request. Such documentation shall be updated upon request by Landlord. A Certificate of Insurance of the Tenant's self-insurance coverage will be provided upon request.

ARTICLE 20

NOTICES

20. **General Provisions.** All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be delivered personally, sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, or (c) upon deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Notices and demands from Tenant to Landlord may be signed by Tenant's President, Director of Real Estate Management, or the agent of either of them.

20.1 Notices to Landlord.

Village of Sauk Village
Attn: Village Administrator
21801 Torrence Avenue
Sauk Village, Illinois 60411
Phone: 708.758.3300

With a copy to:

Ancel Glink, P.C.
Attn: Daniel J. Bolin
140 South Dearborn Street, Suite 600
Chicago, Illinois 60603
Phone: 312.604.9178

20.2 Notices to Tenant.

Office of the President
Cook County Board of Commissioners
118 N. Clark Street
Chicago, Illinois 60602
Attention: President

With a copy to:
Cook County Department of Real Estate Management
69 W. Washington Street, Suite 3000
Chicago, Illinois 60602
Attention: Director

ARTICLE 21

TITLE AND COVENANT AGAINST LIENS

21. Title and Covenant Against Liens. Landlord's title is paramount and always shall be paramount to the title of Tenant and nothing contained in this Lease shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises, the Building, the land upon which the Building rests or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to pay and remove the same immediately. If any such liens so attach and Tenant fails to pay and remove the same within thirty (30) days, Landlord, at its election, may pay and satisfy the same and in such event the actual sums so paid by Landlord for amounts owed to Landlord by Tenant, shall be due and payable by Tenant at once without notice or demand.

ARTICLE 22

MISCELLANEOUS

22.1 Successors and Assigns. Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also of their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

22.2 Modifications in Writing. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord.

22.3 Non-Waiver. No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

22.4 Headings. The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Articles and Sections.

22.5 Time of Essence. Time is of the essence of this Lease and of all provisions hereof.

22.6 Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

22.7 Entire Agreement. All understandings and agreements, oral or written, previously made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant. This Lease cannot be amended or modified except by a written instrument executed by Landlord and Tenant.

22.8 Integration and Execution. This Lease consists of this Lease and any exhibits, all of which are attached hereto and by this reference made a part hereof.

22.9 Force Majeure. If either party fails to perform timely any of the terms, covenants or conditions of this Lease, other than the payment of money, to be performed by such party and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party, or by its agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of the party, then such party shall not be deemed in default under this Lease as a result of such failure and any time for performance provided for herein shall be extended by the period of delay resulting from such cause.

22.10 Governing Law and Venue. This Lease shall be governed by and construed under the laws of the State of Illinois. Landlord and Tenant irrevocably agree that any action or proceeding in any way, manner or respect arising out of the Lease, or arising from any dispute or controversy arising in connection with or related to the Lease, shall be litigated only in the courts having *situs* within the City of Chicago, the County of Cook, the State of Illinois, and Landlord and Tenant consent and submit to the jurisdiction of any local, state or federal court located within such City, County and State. Each party waives any right it may have to transfer or change the venue of any litigation brought against it by the other party in accordance with these provisions.

22.11 Waiver of Trial by Jury. Landlord and Tenant mutually, expressly, irrevocably and unconditionally waive trial by jury for any proceedings, whether in law or in equity arising out of

or in connection with this Lease, or any conduct or course of dealing of the parties, statements (whether oral or written) or actions of any person.

22.12 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

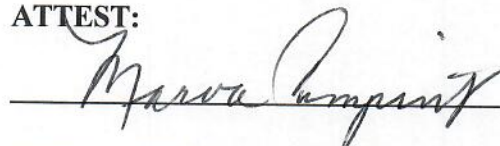
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 23 rd day of February, 2024.

LANDLORD:



Derrick N. Burgess, Mayor

ATTEST:



Marva Campbell-Pruitt, Village Clerk

TENANT:



ATTEST:

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

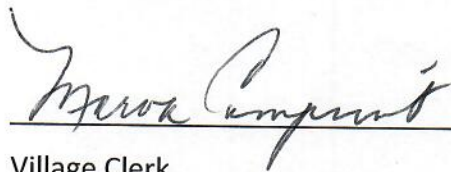
CERTIFICATION

I, Marva Campbell-Pruitt, do hereby certify that I am the duly qualified and elected Clerk of the Village of Sauk Village, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Sauk Village, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. O2024 – 004,

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT TO LEASE THE SAUK VILLAGE COMMUNITY CENTER TO COOK COUNTY (EFFECTIVE APRIL 1, 2024)

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Sauk Village, Cook County Illinois this 13th day of March 2024.



Village Clerk
Village of Sauk Village

