

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government, (“City”) and the **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**, (“Tenant”).

### **RECITALS**

**WHEREAS**, the City owns certain real property, commonly known as 30 North Bluff Street, Joliet, Illinois, PIN Number 30-07-09-420-012-0000, (the “Lease Premises”); and

**WHEREAS**, the Tenant has requested, and the City has agreed, to lease the Lease Premises on the terms and conditions set forth herein; and

**NOW, THEREFORE, THE CITY AND THE TENANT AGREE as follows:**

1. **LEASE OF PREMISES**

The City hereby leases the Lease Premises to the Tenant, and the Tenant hereby leases the Lease Premises from the City, subject to the terms and conditions of this Agreement, for the sole purpose of maintaining an operating an office in support of Tenant’s business operations and for related purposes.

This Agreement shall not be construed so as to create in the Tenant an interest in any property of the City other than the Lease Premises.

2. **TERM**

The term of the lease created herein (“Lease”) shall commence on **April 19, 2023** (“Commencement Date”) and shall expire on **April 18, 2028** (“Expiration Date”), unless as otherwise provided herein. The City and the Tenant shall agree in writing to any adjustment to the Commencement Date hereunder upon written request by either party. Further, the City may delay delivery of the Premises until the Tenant executes and delivers this Agreement to the City and such delays shall not postpone the Commencement Date.

The Tenant shall have the right to renew the Lease for an additional five (5) year period commencing on April 19, 2028 and terminating on April 18, 2033. In order to exercise this right, the Tenant shall provide written notice to the City on or before October 1, 2027. Notice of an election to renew shall be irrevocable.

3. **RENT**

The Tenant shall pay the City rent (“Rent”) in consideration of the Lease granted herein. Rent shall consist of the payment to the City of the amount of One Hundred Dollars (\$100.00) per month payable on the effective date of this Agreement on a pro rata

basis and then in full commencing on the first business day of each month thereafter that this Agreement is in effect.

4. **SUBLESSEES**

The Tenant may not sublease the Lease Premises without the prior written approval of the City.

5. **TENANT RESPONSIBILITIES**

The Tenant, at its expense, shall be responsible for the operation, maintenance and supervision of the Lease Premises during the Term of the Lease Agreement. This responsibility shall include, but shall not be limited to the following items:

- (a) General facility management and supervision;
- (b) General cleaning, janitorial and housekeeping services;
- (c) Telephone, video/TV and Internet services;

The Tenant shall not make any alteration of the Lease Premises during the Term of the Lease Agreement without the prior written approval of the City.

6. **CITY RESPONSIBILITIES**

The City shall provide building heating and cooling, electrical service, water and sewer services.

7. **CONDITION OF PREMISES**

The Tenant agrees to accept the Lease Premises “as is”, without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements except as may be expressly provided elsewhere in this Agreement.

8. **LIENS**

The Tenant shall keep the Lease Premises, and any City property associated with any work by or for the Tenant, free from any mechanics lien or similar liens and encumbrances. The Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within twenty (20) days after notice by the City. If the Tenant fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the City shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to the City. Nothing contained in this Lease shall authorize Tenant to do any act which shall impair the City’s title to the Lease Premises or City property.

9. **USE AND OPERATING REQUIREMENTS**

A. **Use; Compliance with Laws.**

Tenant shall use the Lease Premises for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease. The Tenant shall comply with all laws and ordinances relating to the Lease Premises and the Tenant's use thereof, including without limitation, health, safety and building codes, and any permit or license requirements.

B. **Required Operations.**

The Tenant shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

10. **MAINTENANCE AND REPAIR OF LEASE PREMISES**

The Tenant shall keep the Lease Premises and the Permitted Leasehold Improvements in good working order, repair and condition.

11. **CASUALTY DAMAGE**

The Tenant shall have the right to repair and replace the Permitted Leasehold Improvements in the event they are damaged or destroyed by any cause whatsoever. Provided however, that if the Permitted Leasehold Improvements are not fully repaired and restored within six (6) months of the casualty event, the City may elect to terminate this Lease by issuing ninety (90) day notice to terminate. If such notice is issued, the Tenant shall promptly remove the Permitted Lease Improvements and restore the Lease Premises to the conditions existing on the effective date of this Agreement.

12. **RETURN OF POSSESSION**

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Lease Premises.

13. **ASSIGNMENT AND SUBLETTING**

Except as provided herein, the Tenant shall not, without the prior written consent of the City, assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise,. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies).

14. **CITY'S REMEDIES**

A. **Default.**

The occurrence of any or more of the following events shall constitute a "Default" by Tenant and shall give rise to the City's remedies set forth in paragraph B, below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after notice, (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than ninety (90) days following notice, (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency, (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt or (f) Tenant's insolvency or admission of an inability to pay its debts as they mature. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

B. **Remedies.**

If a Default occurs, the City shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

The City may terminate Tenant's right of possession, re-enter and re-possess the Lease Premises by any lawful means, with or without terminating this Lease. In such event, the City may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of judgment, less any consideration received from replacement tenants, and (iii) any other amounts necessary to compensate the City for all damages approximately caused by Tenant's failure to perform its obligations under this Lease. At any time after terminating Tenant's right to possession as provided herein, the City may terminate this lease by written notice to Tenant, and the City may pursue such other remedies as may be available to the City under this Lease or applicable Law.

C. **Mitigation of Damages.**

If the City terminates this Lease or Tenant's right to possession, the City shall have no obligation to mitigate the City's damages except to the extent required by applicable Law.

D. Reletting.

If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Lease Premises, the City may: (i) enter and secure the Lease Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as the City shall determine in the City's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (ii) relet all or any portion of the Lease Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon the other terms as the City shall determine in the City's sole discretion.

E. Specific Performance, Collection of Rent and Acceleration.

The City shall at all times have the right to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and (ii) sue for and collect any unpaid Rent which has accrued. In the event of any Default by Tenant, the City may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable.

F. The City's Cure of Tenant Defaults.

If the Tenant fails to perform any obligation under this Lease for thirty (30) days after notice thereof by the City (except that no notice shall be required in emergencies), the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse the City on demand, as additional Rent, for all expenses incurred by the City in performing such obligation together with an amount equal to fifteen percent (15%) thereof for the City's overhead. The City's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

G. Other Matters.

No re-entry or repossession, repairs, changes, alterations, or any other action or omission by the City shall be construed as an election by the City to terminate this Lease or Tenant's right to possession, or accept a surrender of the Lease Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by the City to Tenant. The City may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of the City's right to collect all amounts to which the City is entitled hereunder.

15. **RIGHT TO CURE**

If either party fails to perform any obligation under this Lease required to be performed by it, the nonperforming party shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued

for a period of ninety (90) days after written notice thereof by the aggrieved party or such additional time as may be required due to unavoidable delays.

16. **HAZARDOUS MATERIALS**

Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" upon or about the Lease Premises or permit Tenant's employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Lease Premises.

17. **NO WAIVER**

No provision of this Lease will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action. Acceptance of Rent by the City shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of the City's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of the City's right to approve any Transfer.

18. **CONVEYANCE BY CITY AND LIABILITY**

In case the City shall convey or otherwise dispose of any portion of the Lease Premises (and nothing herein shall be construed to restrict or prevent such conveyance or disposition), such other party shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by the City. Tenant shall attorn to such other party, and the City or such successor owner shall from and after the date of conveyance, be free of all liabilities and obligations hereunder.

19. **NOTICES**

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed, if to Tenant, at 10 South Chicago Street, attention FOPLC President, and if to the City at 150 West Jefferson Street, Joliet, Illinois, Attention: City Manager, or such other address as Tenant or the City may from time to time designate by notice.

20. **MISCELLANEOUS**

A. Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Lease shall not be recorded by Tenant but a memorandum of lease may be recorded.

C. This Lease shall be governed by the Laws of the State of Illinois. Venue shall be in the Circuit Court of Will County.

D. The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Lease.

E. The Tenant acknowledges that it has been fully compensated by the City for any and all rights and claims it may have in connection with Federal and State uniform relocation laws and that the expiration or other termination of this Agreement and the Lease created herein shall not entitle the Tenant to any further compensation or benefit.

***IN WITNESS WHEREOF***, the parties have caused this lease to be signed under seal by their respective representatives designated below, as of the day and year first above written.

***CITY OF JOLIET,  
a Municipal Corporation,***

***ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL***

***BY:*** \_\_\_\_\_  
***Mayor***

***BY:*** \_\_\_\_\_

***ATTEST:*** \_\_\_\_\_  
***City Clerk***