

**PUBLIC MEETING NOTICE AND AGENDA
VILLAGE OF HUNTLEY
VILLAGE BOARD MEETING**



**THURSDAY, JULY 28, 2016
7:00 P.M. or soon thereafter**

1. Call to Order
2. Pledge of Allegiance
3. Public Comments
4. Consent Agenda:
(All items listed under Consent Agenda have been discussed at the Committee of the Whole and may be approved/accepted by one motion. The Village Clerk will number all Ordinances and Resolutions in order, following approval)
 - a) Approval of the June 16, 2016 Committee of the Whole Meeting Minutes
 - b) Approval of the July 28, 2016 Bill List in the amount of \$1,285,637.93
 - c) Approval of a Resolution Approving an Off-Premise Sign Request for the inaugural KISS of HOPE Open golf outing at Whisper Creek Golf Course
 - d) Approval of an Ordinance Authorizing the Village to Enter into an Agreement with A & J Sewer Service for Sludge Waste Disposal
 - e) Approval of a Zoning Ordinance Text Amendment to Article II - Interpretations and Definitions, Article V - Business and Non-Residential Districts, Article VI - Planned Development District, and Appendices - Table 2: Uses Permitted in Zoning Districts and Table 3: Uses Permitted in Planned Development District
5. Items Removed from the Consent Agenda:
 - a) Approval of the June 23, 2016 Liquor Commission and June 23, 2016 Village Board Meeting Minutes
6. Items for Discussion and Consideration:
 - a) Consideration of a Resolution Approving a Lease Agreement between the Village of Huntley and the Huntley Area Chamber of Commerce for 11704 Coral Street
7. Village Attorney's Report
8. Village Manager's Report
9. Village President's Report

10. Unfinished Business

11. New Business

12. Executive Session

- a) Probable or Imminent Litigation and Pending Litigation
- b) Contractual
- c) Property Acquisition, Purchase, Sale or Lease of Real Estate
- d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley
- e) Collective Bargaining
- f) Appointment, Discipline or Removal Public Officers
- g) Appointment of a Public Officer
- h) Review of Closed Session Minutes
- i) Other

13. Possible Action on any Closed Session Item

14. Adjournment

MEETING LOCATION
Village of Huntley Municipal Complex
10987 Main Street
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



David J. Johnson, Village Manager

Agenda Item: **Consideration of a Resolution Approving a Lease Agreement between the Village of Huntley and the Huntley Area Chamber of Commerce for 11704 Coral Street**

Department: **Village Manager's Office**

Introduction

The Huntley Area Chamber of Commerce currently leases the former Village Hall building at 11704 Coral Street to serve as the office space for the Chamber. The initial lease term was for five years, beginning July 1, 2011 and running through June 30, 2016, with an option to extend the lease. The Chamber is seeking a renewal of the lease.

Staff Analysis

The lease requires that public access be allowed to the washrooms during the Farmers Market and other special downtown events. The Chamber is responsible for maintaining the interior of the building, and the exterior of the building is to be kept clean and free from rubbish and dirt. Monthly rent includes utilities, except for telephone and internet services. The lease extension is proposed for a one-year period.

Financial Impact

The monthly rent is proposed to be \$500.00 per month. Annual revenue generated would be \$6,000.00.

Legal Analysis

The Village Attorney has reviewed the proposed agreement and all is in order for Village Board consideration.

Action Requested

A motion of the Village Board to Approve a Resolution Approving a Lease Agreement between the Village of Huntley and the Huntley Area Chamber of Commerce for 11704 Coral Street

Exhibits

- Lease Agreement
- Draft Resolution

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LEASE PROVISIONS

DATE: July 28, 2016

PROPERTY ADDRESS: 11704 Coral Street, Huntley, IL 60142

LANDLORD: Village of Huntley

TENANT: Huntley Area Chamber of Commerce

USE: Office

SECURITY DEPOSIT: Waved due to not-for-profit organization

1. TERM

The term of this Lease shall commence on the 1st day of July, 2016, (hereinafter referred to as the "Commencement Date") and shall end on the 31st day of June, 2017, unless sooner terminated as hereinafter provided. Provided Tenant is not in default hereunder and provided Tenant gives Landlord a written notice ("Extension Notice") not less than sixty (60) days prior to the expiration of the term of this Lease, Tenant may elect to extend the term of this Lease for a period of time mutually agreed upon by the Landlord and the Tenant .

2. RENT

Tenant covenants and agrees to pay (without set off of any kind for any reason whatsoever) to Landlord annual rent for the Premises for the following period of time, payable monthly in advance on the first day of each calendar month as follows:

YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT
1	7/1/2016 – 6/30/2017	\$500	\$6,000

Tenant agrees to promptly pay without demand the monthly installments of rental herein provided for, and in the event such installments are not paid within five (5) days after they are due and payable, Tenant agrees to pay a late payment charge equal to five percent (5%) of the installment in question to reimburse Landlord for the cost incurred in connection with dealing with such late payment.

Any rent not paid by the tenth (10TH) of the month shall additionally accrue interest at the rate of twelve percent (12%) per annum until paid. The late charges provided for in this paragraph shall be in addition to all other remedies available for a default by Tenant, and shall not be construed to extend the term of this Lease or to excuse Tenant from its obligation to pay rent on the first (1st) day of each month during the term of this Lease.

3. OPERATING EXPENSES AND TAXES

Tenant acknowledges that the rent payable under Section 2 of this Lease includes any amounts of Operating Expenses/Common Area Maintenance and Taxes which are incurred during the term of this Lease, and as extended.

4. COMMON AREAS AND USE OF COMMON AREAS

All areas situated within the Property which are designated by Landlord for common use by Tenant, other Tenants of the Property and their respective employees, agents, customers, guests and invitees are herein collectively referred to as "Common Areas." Landlord, in Landlord's sole discretion:

- a) May operate, manage, equip, light, insure, repair and maintain Common Areas for their intended purpose;
- b) May from time to time change the size, locations and nature of any Common Area and facility and may make installations therein and relocate and remove such installations and to grant such easements, rights and dedications that Landlord deems necessary or desirable and this Lease shall be subordinate to such grants, provided however, that in no event shall the same diminish the rights of Tenant to use Common Areas pursuant hereto, or result in either a change in the number of parking spaces in the parking area situated within Common Areas, or reasonable ingress and egress to and from public roads and highways; and
- c) Shall have the right to terminate the use of Common Areas, or any part thereof, on non-business days or during non-business hours.

Tenant and Tenant's permitted concessionaires, officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all other Tenants of the Property and their respective customers, guests and invitees, to use Common Areas, subject to rules and regulations promulgated by Landlord from time to time provided that such rules and regulations shall be uniformly applicable to all Tenants leasing a part of the Property. In no event shall the use by other Tenants or their invitees of an area designated for the sole use of a particular Tenant be deemed a default by Landlord under the terms of his Lease. Tenant shall not use any part of parking area or permit the use thereof for overnight parking other than such parking areas as Landlord shall designate for overnight parking purposes, or in a manner which will obstruct driveways serving parking areas. Tenant shall not suffer or permit the storage of abandoned, inoperable or unsightly vehicles in the parking areas.

- d) Tenant permits Landlord to allow public access to the interior washrooms during the Village Farmers Market and other special downtown events. Landlord agrees to give sufficient notice to Tenant. Landlord agrees to clean facilities during and immediately following such said events.

5. MAINTENANCE AND REPAIR

- a) Landlord shall keep and maintain all heating, ventilating and air conditioning equipment, plumbing and electrical systems and the exterior walls, roofs, foundations and structural members of the Building, the plumbing and electrical systems and facilities (except as otherwise provided in Section 5b. hereof), the systems provided for bringing utilities to the Premises and the Building, courtyards, sidewalks and other Common Areas in proper operating condition and repair (including replacement when necessary). Tenant shall be solely responsible for any maintenance, repairs or replacements occasioned by any act of negligence of Tenant, its agents, or employees. Landlord shall have no maintenance, repair or replacement obligations other

than those set forth in this Section. Landlord shall supply a trash receptacle and arrange for the regular removal thereof for the term of this Lease.

- b) Tenant shall keep the Premises in proper operating condition and repair, and except for those obligations of Landlord described in Section 5a hereof, Tenant shall be responsible for all maintenance, repairs and replacements (when necessary) to the Premises during the term of this Lease, including, but not limited to: keep and maintain the interior of the Premises in good order, condition and repair (damage by fire or other casualty beyond the control of Tenant and ordinary wear and tear excepted), including, without limitation, janitorial service and the cleaning and replacement of glass windows and doors with glass and doors of the same quality, so that at all times the interior of the Premises will be in a clean and sanitary condition pursuant to the laws, directions, rules and regulations of Landlord and any agency of government having jurisdiction over the Property; keep Common Areas, docks and delivery areas adjacent to the Premises clean and free from rubbish and dirt.

Tenant shall keep and maintain interior walls (including doors and glass windows) in good repair, at Tenant's sole cost and expense, provided, however, that prior to making such repairs, Tenant shall furnish to Landlord, for Landlord's approval, the name of the contractor to be employed by Tenant to make such repairs. In the event that Tenant shall refuse or neglect to make the repairs required of Tenant pursuant hereto promptly and adequately after written demand therefore by Landlord, Landlord may make such repairs, without liability to Tenant for any loss or damage which may accrue to Tenant's stock or business by reason thereof, in which event Tenant shall pay to Landlord upon demand and as Additional Rent due and owing by Tenant to Landlord, the cost of such repairs, together with interest thereon at the rate of fourteen percent (14%) per annum from the date of commencement by Landlord of such repairs to the date of payment thereof by Tenant. Upon notice from Landlord requesting the same, Tenant, at its sole cost, shall procure and maintain service agreements, in form and with companies reasonably acceptable to Landlord, which provide for the periodic inspection maintenance and repair of the heating, ventilating and air conditioning equipment located in the Premises. Tenant shall comply at its sole cost and expense with all governmental laws, ordinances and regulations applicable to the Premises. If any repairs, maintenance or replacements required to be made by Tenant hereunder are not made within ten (10) days after written notice thereof is delivered to Tenant by Landlord, Landlord may at its option make such repairs. Tenant shall pay to Landlord upon demand, as part of additional rental hereunder, the cost of such repairs, maintenance and replacements, plus interest at the rate of the greater of fourteen percent (14%) per annum.

- c) Landlord is not liable for any damages by abatement of rent or otherwise for any interruption of Tenant's business due to this construction.
- d) If Tenant requests the use of Landlord's maintenance personnel for custom or special projects, then Tenant will pay to Landlord the cost of that employee's labor plus fifteen percent (15%) supervisory charges.

6. UTILITIES AND OTHER SERVICES

Tenant shall pay at Tenant's sole cost and expense all charges for telephone and internet services attributable to the Premises, and all other charges for services or its sub-Tenants, licensees or concessionaires during the term hereof, including the cost of installing meters therefore.

7. ALTERATIONS

Tenant shall not make any alterations in or additions to the Premises without Landlord's advance written consent in each and every instance, provided, however, that such consent shall not be unreasonably withheld or delayed. If Landlord consents to such alterations or additions, before commencement of the work or delivery of any materials onto the Premises or into the Building, Tenant shall furnish Landlord with plans and specifications, names and address of contractors, copies of all contracts, necessary permits, indemnification in form and amount satisfactory to Landlord, sworn contractor's statements and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with such alterations or additions. Whether Tenant furnishes the Landlord the foregoing or not, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Before commencing any work in connection with alterations or additions, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations or additions. Tenant shall pay the cost of all such alterations and additions. Upon completing any alterations or additions, Tenant shall furnish Landlord with contractor affidavits and full and final waivers of lien and receipted bills covering all labor and material expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the Village of Huntley or any department or agency thereof and with the requirements of all statutes and regulations of the State of Illinois or the United States Government or of any department or agency thereof. All alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used. Tenant shall permit Landlord to monitor construction operations in connection with alterations or additions at Landlord's sole cost and expense if Landlord requests to do so. Except for trade fixtures, and all Tenant's moveable personal property located on the Premises, all additions, hardware, fixtures and all improvements, temporary or permanent, on or upon the Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to Tenant shall be removed. If, upon Landlord's request, Tenant does not remove said additions, hardware, non-trade fixtures and improvements, Landlord may remove the same and Tenant shall pay to Landlord the cost of such removal upon demand. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Premises prior to the end of the term, however ended, Tenant shall be conclusively presumed to have conveyed the same to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

8. DAMAGE OR DESTRUCTION

If the Buildings and/or the Premises are substantially damaged, destroyed or rendered untenable by fire or other casualty, Landlord shall have the right to terminate this Lease upon written notice to Tenant mailed to Tenant within sixty (60) days after the date of such fire or casualty. In any case of fire or other casualty damage to or destruction of any such Buildings or the Premises, except where this Lease is terminated by Landlord as provided above, Landlord shall repair and rebuild such Buildings and/or the Premises with reasonable diligence, provided that all insurance proceeds collected or collectible with respect to the damage or destruction of the Buildings and/or the Premises shall be paid to Landlord. If the Buildings and/or the Premises, are not repaired or rebuilt within sixty (60) days from the date of such fire or other casualty, because of the extent of such fire or other casualty or because of the impossibility to obtain materials or labor, or due to governmental restrictions, strikes or other events beyond the control of Landlord, and the casualty was not a result of Tenant or its agents, invitees or licensees' negligence or intentional action, Tenant shall have an option to terminate this Lease upon written notice to Landlord within ten (10) days after the expiration of such sixty (60) day period. The rent payable under this Lease shall abate on a pro-rata basis during the period of time of any such repairing or rebuilding, unless such fire or other casualty is a result of Tenant, its agents, employees, invitees or licensees' negligence or intentional action, then rent shall not abate. Notwithstanding the foregoing, if the casualty occurs in the last year of the Lease term, Landlord shall have the right to terminate this Lease within thirty (30) days of the date of casualty.

Notwithstanding the foregoing, in no event shall Landlord be:

- a) required to repair or replace Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings or equipment by reason of Casualty;
- b) liable or responsible for any other damage incurred by Tenant by reason of Casualty, or for any delays in Restoration Work caused by labor controversies, riots, acts of God, national emergencies, acts of a public enemy, governmental laws or regulations, inability to procure materials or labor, or both, or any other cause beyond the control of Landlord.

9. CONDEMNATION

- a) In the event the whole or a substantial part of the Buildings and/or the Premises shall be condemned or taken by public authority through suit or settlement, and as a result the Premises cannot be used for the same purpose as before such taking or condemnation, then and in either of such events, this Lease shall terminate when possession of the Premises shall be so taken and surrendered. In the event only a part of the Buildings and/or Premises shall be taken or condemned by public authority, and as a result thereof, the balance of the Premises can be used for the same purpose as before such taking or condemnation, this Lease shall not terminate, but the fixed rent payable hereunder shall be reduced by the proportion that the value of the condemned or taken part of the Premises bears to the total value of the Premises.
- b) In the event of any such condemnation or taking by public authority of the whole or a part of the Premises, the award therefore shall be paid to and be the sole property of Landlord without

any participation by Tenant and Tenant hereby assigns to Landlord all of its right, title and interest in any such award, provided, however, that nothing contained herein shall prevent Tenant from prosecuting any claim against such public authority provided that such claim shall not diminish or adversely affect Landlords' award or the award of any mortgage.

10. INSPECTION

Landlord or Landlord's agents or employees may enter the Premises at any reasonable time for the purpose of inspection, or of making repairs which Tenant may neglect or refuse to make in accordance with the covenants and agreements of this Lease, and also for the purpose of showing the Premises at any time to persons wishing to purchase the same, or at any reasonable time during the term hereof.

11. QUIET ENJOYMENT

So long as Tenant is not in default under any of the material covenants and agreements of this lease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

12. LANDLORD' S REMEDIES

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- a) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, then and in any such event Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election, and with or without entry or other action by Landlord, forthwith terminate this Lease, and, notwithstanding any other provisions of this lease, Landlord shall upon such termination be entitled to either recover damages in an amount equal to the then present value of the rent specified in Section 5 hereof for the remainder of the stated term hereof, less the fair rental value of the Premises for the remainder of the stated term, or obtain specific performance of all of the covenants and agreements of Tenant under the Lease.
- b) If Tenant defaults in the payment of rent and such default continues for five (5) days after written notice thereof to Tenant, or if Tenant defaults in the prompt and full performance of any other provision of this Lease and such default continues for fifteen (15) days after written notice thereof from Landlord, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Premises, then and in any such event, Landlord may, if Landlord so elects, remove any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after conclusively deemed to have been forever abandoned by Tenant.

- c) Tenant shall pay upon demand all of Landlord's reasonable costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes the Landlord's fault to become involved or concerned.
- d) Tenant additionally agrees to indemnify and hold Landlord harmless from any and all loss, claim, cost or expense, including attorney's fees incurred by Landlord as a result of Tenant's negligence during Tenant's occupancy of Unit.

13. SECURITY DEPOSIT

Intentionally omitted.

14. EXAMINATION OF LEASE

Submission of this Lease for examination or signature by Tenant shall not constitute a reservation of or option for lease, and the same shall not be effective as a Lease or otherwise until execution and delivery hereof by Landlord and Tenant.

15. AUTHORITY

Landlord and Tenant hereby covenant that they have full right, power and authority to enter into this Lease upon the same terms and conditions herein set forth.

16. NON-WAIVER

Any failure of Landlord or Tenant to enforce rights or seek remedies upon any default of the other party with respect to the obligation of each or either of them in the event of any subsequent default, and no waiver by either of the parties hereto of any breach of any term, covenant or condition shall be considered to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

17. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies herein given to and reserved by Landlord are separate and cumulative rights and remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others or in exclusion of any rights or remedies at law or in equity under the laws of the State of Illinois.

18. TIME IS OF THE ESSENCE

Time is of the essence of this Lease and all provisions herein relating hereto shall be strictly construed.

19. NOTICES

All notices provided for in this Lease shall be in writing and shall be deemed to have been duly given upon hand delivery or upon mailing if sent, postage prepaid, U.S. certified or registered mail, to the last known address of the party entitled thereto or to the address which any party hereto

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shall designate to the other parties in writing, with a copy of any such notice addressed to Landlord sent to Village of Huntley, 10987 Main Street, Huntley, IL 60142.

20. CONSTRUCTION OF LEASE

This Lease shall be construed in accordance with the laws of the State of Illinois.

21. VARIATIONS AND PRONOUNS

All pronouns and any variations therein shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identities of the persons referred to may require.

22. SEVERABILITY

Any provision of this Lease which shall be deemed void, unenforceable of contrary to public policy, in whole or in part, shall be deemed severed from this Lease.

23. SIGNAGE

Tenant allowed, at Tenant's expense, to Chamber of Commerce signage, provided signage meets with Village Code.

SIGNED AND DATED THIS _____ DAY OF _____, 2016.

TENANT:

Huntley Area Chamber of Commerce

LANDLORD:

Village of Huntley

Chairman of the Board

Village President

**A RESOLUTION PROVIDING FOR
A LEASE AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY
AND THE HUNTLEY AREA CHAMBER OF COMMERCE
FOR 11704 CORAL STREET**

RESOLUTION (R) 2016-07.xx

WHEREAS, the Huntley Area Chamber of Commerce (“Chamber”) is desirous of exercising its option to extend the lease agreement for the former Village Hall building located at 11704 Coral Street; and

WHEREAS, the original agreement would be extended for a one-year period commencing July 1, 2016 and running through June 30, 2017; and

WHEREAS, the lease agreement would be extended under the terms and provisions of the lease agreement attached hereto as “Exhibit A.”

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The attached Lease Agreement between the Village Of Huntley and the Huntley Area Chamber of Commerce for 11704 Coral Street is hereby approved.

SECTION II: The President and Village Clerk are authorized and directed to execute and attest the Lease Agreement on behalf of the Village.

SECTION III: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION IV: All Resolutions and parts of Resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Hoeft	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 28th day of July, 2016.

APPROVED:

ATTEST:

Village President

Village Clerk