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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER 16-15

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**AN ORDINANCE AUTHORIZING THE VILLAGE TO LEASE  
CERTAIN PROPERTY COMMONLY KNOWN AS  
55 W. MAPLE STREET, COAL CITY, ILLINOIS**

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TERRY HALLIDAY, Village President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal  
City on July 13, 2016

ORDINANCE NO. 16-15

**AN ORDINANCE AUTHORIZING THE VILLAGE TO LEASE  
CERTAIN PROPERTY COMMONLY KNOWN AS  
55 W. MAPLE STREET, COAL CITY, ILLINOIS**

**WHEREAS**, the Village of Coal City, Grundy and Will Counties, Illinois (the “Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

**WHEREAS**, the Village is authorized by Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-61-3 and 65 ILCS 5/11-76.1-1, to lease real property for public purposes for public purposes for up to twenty (20) years; and

**WHEREAS**, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that a need exists to lease the building located at 55 W. Maple Street, Coal City, Illinois (the “Property”) as the same is described in the lease in order to accommodate the Village’s Building Department offices and for the storage of certain personal property, equipment and supplies, and that leasing such property serves a proper corporate and public purpose; and

**WHEREAS**, the owners of the Property are desirous of entering into a lease agreement with the Village providing for the Village’s use and occupancy of the Property; and

**WHEREAS**, the Corporate Authorities have found and determined that the Lease, substantially in the form affixed hereto as Exhibit A, is in the best interests of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into the Lease;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

**SECTION 1. RECITALS.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**SECTION 2. Enactment.**

A. Approval and Authorization.

1. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease Agreement in the form attached hereto as Exhibit A (the "Lease") and any related documents necessary to the consummation of the transactions contemplated by the Lease.
2. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to the Lease and to attest the executed Lease following the Village President's signature.
3. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the Lease.

**SECTION 3. REPEALER.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. RESOLUTION OF CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. SAVING CLAUSE.** 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, which are hereby declared to be separable.

**SECTION 6. EFFECTIVENESS.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7. PUBLICATION.** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this 13 day of July, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES: 5

ABSENT: 2


NAYS: 0

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Village Clerk

**EXHIBIT A**

**Lease Agreement**

Appended on following pages

4850-6297-0420, v. 1

## LEASE AGREEMENT

**LEASE AGREEMENT** (the "Lease") entered into as of this 14<sup>th</sup> day of July, 2016 (the "Effective Date"), by and between **JEFFREY S. HALLIDAY** and **DONNA M. HALLIDAY**, husband and wife (hereinafter collectively referred to as the "Landlord"), and **the VILLAGE OF COAL CITY**, an Illinois municipal corporation (hereinafter referred to as the "Tenant"), who hereby mutually covenant and agree as follows:

### **I.** GRANT AND TERM

1.0 Grant. Landlord, for and in consideration of the rents herein reserved and the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, that certain building located on the real property commonly known as 55 W. Maple Street, Coal City, Illinois 60416, exclusive of the storage units located on the south side of said building (the "Leased Premises"), which real estate is legally described on **Exhibit A**, attached hereto, and made a part hereof.

1.1 Term. The term of this Lease shall commence on July 15, 2016 (hereinafter sometimes referred to as "Commencement Date"), through July 14, 2017 (the "Term"). The parties may, by mutual written agreement, renew this Lease thereafter for successive one year renewal terms ("Renewal Term").

### **II.** POSSESSION

2.0 Possession. Landlord shall deliver possession of the Leased Premises to Tenant on or before the Commencement Date in the condition as of the execution and delivery hereof, reasonable wear and tear excepted.

### **III.** PURPOSE

3.0 Purpose. The Leased Premises shall be used and occupied for the purposes of Tenant's professional offices and for equipment and supply storage.

3.1 Uses Prohibited. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, special use permit, requirement or regulation applicable thereto; or in any manner which would violate any certificate of occupancy affecting the same; or which would cause structural injury to the improvements; or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste.

3.2 Condition of Leased Premises. Landlord makes no representations or warranties, whether express or implied, about the condition of the Leased Premises or the presence of hazardous substances in, on, or under the Leased Premises.

#### **IV.** **RENT**

4.0 Rent. Beginning as of the Commencement Date, Tenant shall pay to and upon the order of Landlord, without demand, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, and in default of such designation then at 150 W. First Street, Coal City, IL 60416, rental in the amount of ONE THOUSAND SEVENTY FIVE AND NO/100 DOLLARS (\$1,075.00) per month, with said rent to be due and payable on or before the fifteenth (15<sup>th</sup>) calendar day of each month.

4.1 Net Lease. It is the purpose and intent of Landlord and Tenant that the above-stated rent shall be absolutely net to the Landlord so that this Lease shall yield, net to the Landlord, the net monthly rental specified in Paragraph 4.0 and that all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Leased Premises, which may arise or become due during or out of the term of this Lease, shall be paid or discharged by Tenant as additional rent and Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all such costs, fees, interest, charges, expenses, reimbursements and obligations and any interest thereon.

4.2 Real Estate Taxes. Landlord agrees to be responsible for all real estate taxes due on the Leased Premises.

#### **V.** **INSURANCE**

5.0 Kinds and Amounts. Tenant shall procure and maintain, at its own cost and expense, a policy of commercial general liability self-insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Leased Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Leased Premises. At the commencement of the Lease Term, such insurance shall provide coverage for and shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Tenant's coverage shall be primary insurance as respects the Landlord. Any insurance or self-insurance maintained by the Landlord shall be excess of the Lessee's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant shall be responsible, at its own expense, to provide leasehold improvements and contents insurance.

**VI.**  
**MAINTENANCE AND REPAIRS**

6.0 Maintenance. Tenant shall keep and maintain the Leased Premises in a safe, secure, clean and sanitary condition, in full compliance with all regulations in force. Tenant further agrees to repair, or cause to be repaired, any and all damages to the Leased Premises caused by any act or omission of the Tenant, its agents, employees, licensees, invitees or contractors.

6.1 Alterations. Tenant shall not make any alterations or additions to the Leased Premise without the prior written consent of Landlord.

**VII.**  
**ASSIGNMENT AND SUBLETTING**

7.0 Consent Required. Tenant may not, without Landlord's prior written consent, (a) assign, convey, or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as principal, and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

**VIII.**  
**LIENS AND ENCUMBRANCES**

8.0 Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against this leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

8.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work or any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, and subject to the posting of a bond in an amount acceptable to Landlord, the validity of any such lien or claimed lien; provided, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any



judgment rendered with all proper costs and charges and shall have the lien released and any judgment satisfied.

**IX.**  
**UTILITIES**

9.0 **Utilities.** Tenant shall pay for all water, gas, electricity and other utilities used by Tenant during the Lease term. The parties understand and agree that said utilities shall remain in the name of Landlord. Landlord shall either remit invoices for said utilities to Tenant promptly upon receipt of same, but in no event less than fifteen (15) days prior to the date on which payment is due, or, at Landlord's election, Landlord shall pay for said utilities when due and present the invoices to Tenant for reimbursement, which shall be remitted by Tenant to Landlord within fifteen (15) days of presentment.

**X.**  
**INDEMNITY AND WAIVER**

10.0 **Indemnification.** Tenant shall indemnify and hold harmless the Landlord and its insurers from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's and paralegals' fees and court costs, arising from or in any way connected with (i) the conduct or management of the Leased Premises or of any business or activity therein, or any work or thing whatsoever done, or any personal property or condition created in or about the Leased Premises during the term of this Lease; (ii) any wrongful or negligent act or omission, of Tenant, its officers, agents, employees, guests, invitees or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Leased Premises, except to the extent it is caused by the negligence of a third-party or party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Tenant shall similarly protect, indemnify, and hold and save harmless Landlord against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable attorney's and paralegals' fees and court costs, incurred by reason of Tenant's breach of any of its obligations under, or Tenant's default of, any provision of this Lease.

**XI.**  
**QUIET ENJOYMENT**

11.0 **Quiet Enjoyment.** So long as no event of default shall have occurred and be continuing under this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

**XII.**  
**FIRE AND CASUALTY**

12.0 Fire and Casualty. In case the Leased Premises shall be (i) rendered un-tenantable by fire, explosion or other casualty, or (ii) damaged by a casualty occurring during the last month of the Lease Term, then either Landlord or Tenant may, at its respective option, terminate this lease at the date of the damage upon written notice to the other party given within thirty (30) calendar days following the date of the casualty.

**XIII.**  
**BUILDING REMOVAL/NEW CONSTRUCTION**

13.0 Landlord Approval. Tenant shall not undertake the removal of any improvements situated on the Leased Premises or comprising the Leased Premises without, in each and every instance, the prior written approval of Landlord.

**XIV.**  
**SURRENDER**

14.0 Surrender. Upon the termination of this Lease whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, to Landlord in the same condition and repair, as received, reasonable wear and tear excepted. All additions, hardware, non-Trade Fixtures and improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property, be retained by Landlord, without compensation or allowance or credit to Tenant. If Tenant does not make such removal at said termination of this Lease, or within fifteen (15) days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

14.1 Holding Over. Any holding over by Tenant of the Leased Premises after the termination of this Lease shall operate and be construed to be a tenancy from month to month only, at the monthly rate of rent of \$1,075 and other charges payable hereunder for this Lease term or, at the election of Landlord expressed in a written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for one (1) year at the monthly rental rate of \$1,075 set forth in this Paragraph 13.1 and upon all of the other covenants and agreements contained in this Lease. If Tenant continues to hold over after a written demand by Landlord for possession at the termination of this Lease or after termination by either party of a month-to-month tenancy created pursuant to this Paragraph, or after termination of this Lease or of Tenant's right to possession pursuant to Paragraph 2.0 hereof, Tenant shall pay monthly rental at a rate equal to 110% of the rate of rent payable as set forth in this Paragraph 14.1 immediately

prior to the expiration or other termination of this Lease or Tenant's right to possession. Nothing contained in this Paragraph 14.1 shall be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

## **XV. REMEDIES**

15.0 Defaults. Tenant further agrees that any one or more of the following events shall be considered events of default, as such term is used herein, that is to say, if:

- (a) Tenant shall default in any monthly payments of rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant; or
- (f) Tenant shall fail to contest the validity of any lien or claimed lien or, having commenced to contest the same, shall fail to prosecute such contest with diligence, or shall fail to post the required bond, or shall fail to have the same released and satisfy any judgment rendered thereon and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or
- (g) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease. Upon termination of this Lease, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Leased Premises immediately and deliver possession thereof to the Landlord. Upon the occurrence of any one or more of such events of default, Landlord may, at its election, pursue any other remedy now or hereafter available to Landlord under the laws of the State of Illinois.

15.1 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

15.2 No Waiver. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of

any such default or any acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant.

**XVI.**  
**MISCELLANEOUS**

16.0 Estoppel Certificates. Tenant and Landlord shall, at any time and from time to time upon not less than ten (10) days prior written request from the other, execute, acknowledge and deliver to the other, in form reasonably satisfactory to such party and/or their mortgagee, a written statement certifying, if true, that Tenant or Landlord has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Tenant or Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Tenant or Landlord or their mortgagee, and agreeing to give copies to any mortgagee of all notices by Tenant to Landlord, or from Landlord to Tenant. It is intended that any such statement delivered pursuant to this Paragraph 15 may be relied upon by any prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns.

16.1 Amendments Must Be In Writing. None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party.

16.2 Notices. All notices to or demands upon Landlord or Tenant, shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to Landlord shall be addressed to, and delivered at, the following address:

Jeff Halliday  
150 W. First Street  
Coal City, IL 60416

Notices and communications to Tenant shall be addressed to, and delivered at, the following address:

Village of Coal City  
515 S. Broadway  
Coal City, IL 60416  
ATTN: Village Administrator

With a copy to:

Mark R. Heinle  
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563

16.3 Short Form Lease. This Lease shall not be recorded but the parties agree, at the request of either of them, to execute a Short Form Lease for recording containing the name of the parties, the legal description and the term of this Lease.

16.4 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

16.5 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

16.6 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

16.7 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.8 Law Applicable. This Lease shall be construed and enforced in accordance with the internal laws of the State of Illinois.

16.9 Covenants Binding on Successors. All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties hereto the same as if they were in every case specifically named and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include, and apply to, wherever applicable, the heirs, executors, administrators, successors, and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation, or governmental authority other than the parties hereto, their heirs, executors, administrators, successors, and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

16.10 Entire Agreement. This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

16.11 Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

16.12 Interpretation. This Lease shall be construed without regard to the identity of the party who drafted the various provisions of this Lease. Moreover, each and every provision of this Lease shall be construed as though all parties to this Lease participated equally in the drafting of this Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Lease.

16.13 Exhibits. **Exhibit A**, attached to this Agreement, is, by this reference, incorporated in and made a part of this Agreement.

16.14 Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written at Coal City, Illinois.

**LANDLORD:**

**TENANT:**

By: \_\_\_\_\_  
Jeffrey S. Halliday

By: \_\_\_\_\_  
President Terry Halliday

By: \_\_\_\_\_  
Donna M. Halliday

**EXHIBIT A**

**Property Address:** Building located at 55 W. Maple Street, Coal City, IL 60416

**Permanent Tax Number:** 09-03-436-001

**Legal Description:**

Building, except for the storage units, located on part of the following described real estate:

THOSE PORTIONS OF LOTS 1, 2, 3 AND 4, INCLUSIVE, BLOCK 24 OF THE ORIGINAL TOWN OF COAL CITY, GRUNDY COUNTY, ILLNOIS, LYING NORTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 30.0 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) MOST NORTHERLY MAIN TRACK CENTERLINE, AS LOW LOCATED AND CONSTRUCTED