
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17-26

**AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE
OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR ONE YEAR IN ACCORDANCE
WITH THE TERMS OF ADDENDUM #1 TO LEASE AGREEMENT**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal

City
on July 12, 2017

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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 up to twenty (20) years; and

WHEREAS, the Village previously entered into a one-year lease agreement (the “Lease”) with Jeffrey S. and Donna M. Halliday (cumulatively, “Lessors”) on July 13, 2016 for 55 W. Maple Street, Coal City, IL 60416 (the “Property”) to accommodate the Village’s Building Department offices and for the storage of certain personal property, equipment and supplies; and

WHEREAS, the Village and Lessors mutually desire to extend the term of the Lease for one (1) year at a new rental amount in accordance with the terms and conditions set forth in *ADDENDUM #1 TO LEASE AGREEMENT BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS* attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the “Lease Addendum”); and

WHEREAS, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that the Lease Addendum, 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 Addendum;

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. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease Addendum in the form attached hereto as Exhibit A (the “Lease Addendum”) and any related documents necessary to the consummation of the transactions contemplated by the Lease Addendum.
- B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to the Lease Addendum and to attest the executed Lease Addendum following the Village President’s signature.
- C. 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 Addendum.

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 12 day of July, 2017, at Coal City, Grundy and Will Counties, Illinois.


AYES: 6

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Village Clerk

EXHIBIT A

Lease Addendum

Appended on following pages

4850-6297-0420, v. 1

**ADDENDUM #1 TO LEASE AGREEMENT
BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY
FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS**

WHEREAS, JEFFREY S. HALLIDAY and DONNA M. HALLIDAY, as lessor (hereinafter collectively referred to as the "Landlord"), and the VILLAGE OF COAL CITY, an Illinois municipal corporation, as lessee (hereinafter referred to as the "Tenant"), previously entered into a lease agreement ("Lease") for 55 W. Maple Street, Coal City, IL 60416 (the "Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof for one (1) year and to make certain other revisions as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

1. Term

Paragraph 1.1 of the Lease is amended to provide that the Term of the Lease shall be extended for the period commencing July 15, 2017 and expiring July 14, 2018.

2. Compensation

Paragraph 4.0 of the Lease is amended to provide that the monthly rent shall be ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,150.00).

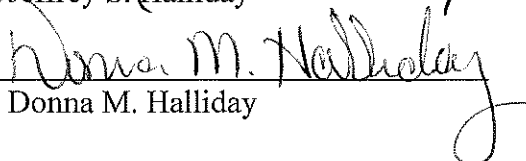
3. Terms and Conditions:

All other terms and conditions of the Lease not expressly modified by this Addendum No. 1 shall remain in effect as stated in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum No. 1 the day and year first above written at Coal City, Illinois.

LANDLORD:

By: 
Jeffrey S. Halliday

By: 
Donna M. Halliday

TENANT:

By: 
President Terry Halliday