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

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ORDINANCE  
NUMBER 22-14

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**AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE  
OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN  
ACCORDANCE WITH THE TERMS OF ADDENDUM #4 TO LEASE AGREEMENT**

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
DAVID SPESIA  
DAVID TOGLIATTI  
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 June 22, 2022

ORDINANCE NO. 22-14

**AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN ACCORDANCE WITH THE TERMS OF ADDENDUM #4 TO LEASE AGREEMENT**

**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;

**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;

**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;

**WHEREAS**, the Village and Lessors have extended the term of the Lease through July 31, 2022 in accordance with the terms and conditions set forth in Addenda Nos. 1 through 3 to the Lease (cumulatively, the “Extended Lease”);

**WHEREAS**, the Village and Lessors mutually desire to further extend the term of the Extended Lease for an additional three year term at a new rental rate in accordance with the terms and conditions set forth in *ADDENDUM #4 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 (“Addendum #4”); and

**WHEREAS**, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that Addendum #4, 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 Addendum #4;

**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 Addendum #4 in the form attached hereto as Exhibit A.

B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to Addendum #4 and to attest the executed Addendum #4 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 and the transactions contemplated by Addendum #4.

**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 22 day of June, 2022, at Coal City, Grundy and Will Counties, Illinois.

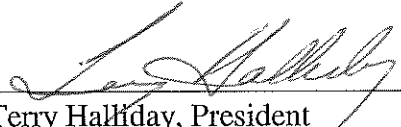
AYES: 5

ABSENT: 1

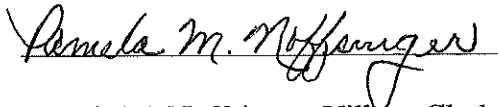
NAYS: 0

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Village Clerk

**EXHIBIT A**

**Lease Addendum #4**

Appended on following pages

**ADDENDUM No. 4 TO LEASE AGREEMENT  
BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY  
FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS**

This Addendum No. 4 (“**Addendum 4**”) made and entered into this 22 day of June, 2022 (the “**Addendum 4 Effective Date**”) by and between **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**”) amends the Lease Agreement for 55 W. Maple Street, Coal City, IL 60416 (the “**Leased Premises**”) dated July 14, 2016 (the “**Lease**”), and the previous three addenda thereto providing for extensions of the term and establishing new rents for the Leased Premises (“**Addendum 1**,” “**Addendum 2**,” and “**Addendum 3**,” respectively). Landlord and Tenant shall be collectively known as the “**Parties**.” Any capitalized term not defined in this Addendum 4 shall have the meaning given such term in the Lease.

**WITNESSETH:**

**WHEREAS**, the Parties are mutually desirous of modifying the Lease to further extend the term thereof for three (3) years and to establish the rental rate throughout said term as provided herein;

**WHEREAS**, the amendments set forth herein modify the Lease and where a portion of the Lease is modified by the amendments set forth herein, the terms of this Addendum 4 shall control, while any and all unaltered portions of the Lease shall remain in effect; and

**WHEREAS**, to the extent there is a conflict between the provisions of this Addendum 4 and the Lease, then the provisions of this Addendum 4 shall take precedence and prevail.

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

The Lease is hereby amended 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 August 1, 2022 the (“**Commencement Date**”) and expiring July 31, 2025 (the “**Termination Date**”).

**2. Compensation**

Paragraph 4.0 of the Lease is amended to read as follows:

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, rent in the amount of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00) as monthly rent, paid prospectively on or before the first day of the month for which it is intended to apply. The monthly rent shall be increased annually on each anniversary of the Commencement Date by \$100.00 over the monthly rate in effect for the previous year.

**3. Terms and Conditions:**

All other terms and conditions of the Lease not expressly modified by this Addendum 4 shall remain in effect as stated in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Addendum 4 to be executed on the day and year first above written at Coal City, Illinois.

**“LANDLORD”:**

By: Jeffrey S. Halliday  
Jeffrey S. Halliday

By: Donna M. Halliday  
Donna M. Halliday

**“TENANT”:**

**VILLAGE OF COAL CITY,**  
an Illinois municipal corporation.

By: Terry Halliday  
Terry Halliday, Village President

Attest:

Pamela M. Noffsinger  
Pamela Noffsinger, Village Clerk

(SEAL)