
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 23-13

**AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN
REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION
DETECTION UNITS**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

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Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal
City on June 14, 2023

ORDINANCE NO. 13

AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION DETECTION UNITS

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 lease agreement with the Illinois Emergency Management Agency ("IEMA") to enable the IEMA to operate and maintain gamma radiation detection units upon certain real property in the Village; and

WHEREAS, the Village and IEMA mutually desire to extend the lease for a five (5) year term through June 30, 2028 in accordance with the terms and conditions set forth in the lease agreement attached hereto as **Exhibit A** and, by this reference, incorporated as though fully set forth herein (the "Lease"); and

WHEREAS, the Village President and Trustees (the "Corporate Authorities") hereby find and determine 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. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease 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.
- B. 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 19 day of June, 2023, at Coal City, Grundy and Will Counties, Illinois.

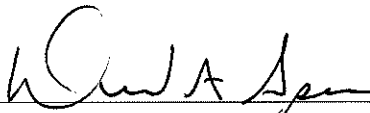
AYES: 5

ABSENT: 1

NAYS: 0

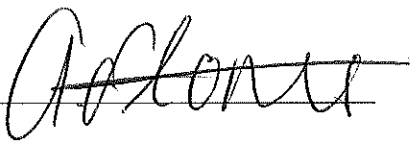
ABSTAIN: 0

VILLAGE OF COAL CITY



David A. Spesia, President

Attest:



Alexis Stone, Clerk

EXHIBIT A

Lease

Appended on following pages

4840-3655-2039, v. 1

The parties to this Lease, VILLAGE OF COAL CITY, Lessor, and the STATE OF ILLINOIS acting through the ILLINOIS EMERGENCY MANAGEMENT AGENCY, Lessee, agree to the following leases on the terms and conditions below:

1. PREMISES: The Lessor agrees to provide to the Lessee spaces for the operation and maintenance of Lessee's gamma radiation detection units. The Lessor will permit the Lessee to have access to the above for purposes of maintenance and inspection of the equipment on a 24 hour-a-day basis.

The demised premises known as BR-Q (Site Q): Coordinates of N 41.27163 and W 88.26582 in Braceville Township, Grundy County, range 11 SE ¼ section roughly 750ft South of the intersection of East Spring Rd and South Berta Rd, on the west side of South Berta Rd.

2. TERM: The term of this Lease will from the date of execution through June 30, 2028.
3. RENT: Lessee agrees to pay Lessor One Dollar (\$1.00) per year as rent, payable upon execution of this Lease.
4. TERMINATION: The Lessor may terminate this Lease at any time by giving the Lessee six month's written notice prior to termination. Lessee may terminate this Lease at any time.

Upon termination of this Lease, Lessee will remove all materials and equipment at its expense and restore each site to its original condition as far as it is reasonably possible to do so.

5. USE OF PREMISES: The Lessee agrees to use the demised premises in conformance with all applicable State, Federal and local laws, rules, regulations or ordinances.
6. MODIFICATION OF PREMISES: Lessee will make no modification of the premises or any plans or improvements without obtaining the prior consent of the Lessor.
7. NOTICE OF VIOLATION: Lessor will provide Lessee with written notice of any violation of any provision of this Lease. Lessee will have 30 days after the receipt of any such notification to correct any violation.
8. LIABILITY AND INDEMNIFICATION: To the extent allowed by the Illinois Court of Claims Act (705 ILCS 505/1), the State Finance Act (30 ILCS 105/1, et seq.), and any other applicable law of Illinois, the LESSEE agrees to indemnify LESSOR from any and all liability due to loss or damage arising out of LESSEE's use of the premises herein described.

9. ASSIGNMENT: Neither party may assign or sublet any of its interest under this Lease.
10. SEVERABILITY: The parties to this Lease mutually agree that if part of this Lease is found to be unenforceable or contrary to the statutes of the State of Illinois, the remainder of the Lease will remain in full force and effect.
11. NON-APPROPRIATION OF FUNDS: This Lease will cease immediately and without further liability, if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Lease.
12. REAL ESTATE DISCLOSURE: Lessor shall complete the Department of Central Management Services' Real Estate Disclosure Form which is attached hereto as Exhibit "B" and incorporated herein by reference. n/a
13. CERTIFICATIONS: The undersigned acknowledges and agrees that each of the certifications and non-discrimination requirements shall be incorporated into and made a part of this Lease. If at any time Lessor is no longer in compliance, Lessor shall notify the Agency immediately.

CERTIFICATIONS: The Lessor certifies that:

- a) Lessor is not barred from being awarded a contract or subcontract under Section 10.1 or 10.3 of the Illinois Purchasing Act, see #) ILCS 505/10.1 et seq. (1996) or of Section 50-5 of the Illinois Procurement Code;
- b) Lessor has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended, see 720 ILCS 5/33E-3, 33E-4 (1996);
- c) Lessor is not in default on any educational loan as provided in Public Act 85-827, see 5 ILCS 385/1 et. Seq. (1996) (a partnership shall be considered barred if any partner is default on an education loan);
- d) Lessor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates, see 775 ILCS 10/1 et seq. (1996);
- e) Under penalties of perjury, Lessor certifies that 36-6005836 is correct Federal Taxpayer ID Number. Lessor is doing business as:

Individual Governmental Entity
 Partnership Owner of Sole Proprietorship
 Nonresident alien individual
 Tax-exempt hospital or extended care facility
 Estate or legal trust
 Corporation providing or billing medical and/or health care services
 Corporation NOT providing or billing medical and/or health care services
 Foreign corporation, partnership, estate or trust
 Other

- f) Lessor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- g) The Americans with Disabilities Act (42 USC 12101, et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Lease, the undersigned Lessor certifies that services, programs and activities provided under this Lease are and will continue to be in compliance with the ADA.

14. CONTACT PERSONS AND NOTICES: Lessee's contact person for matters related to this Lease is:

Celeste Hawkins-IEEMA-217-786-6185

Lessor's contact person is:

Matt Fritz
Village of Coal City
515 South Broadway
Coal City, IL 60416

Lessee and Lessor may, from time to time, designate in writing different contact persons or addresses. Unless otherwise specifically provided herein, all notices or submittals required or permitted pursuant to this Lease shall be deemed given when personally delivered or upon three (3) days after being posted by certified or registered mail, return receipt requested, postage prepaid, to the designated contact person at the designated address.

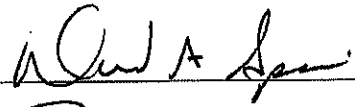
The undersigned parties mutually agree to all terms and conditions of this Lease.

Lessor

Lessee

VILLAGE OF COAL CITY

STATE OF ILLINOIS
ILLINOIS EMERGENCY
MANAGEMENT AGENCY

BY: 

BY: By Karl Pound Digitally signed by Alicia Tate-Nadeau By Karl Pound
Date: 2023.07.10 11:07:25 -05'00'

TITLE: President

TITLE: Director by CFO

DATE: 4/15/2023

DATE: 7/10/23