THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 26-34

AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR TWO ADDITIONAL YEARS IN ACCORDANCE WITH THE TERMS OF ADDENDUM #6 TO THE LEASE AGREEMENT

DAVID A. SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

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

on November 4, 2026

ORDINANCE NO. 26-34

AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR TWO ADDITIONAL YEARS IN ACCORDANCE WITH THE TERMS OF ADDENDUM #6 TO THE 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 originally 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 entered into multiple extensions of the Lease, most recently extending through July 31, 2026 in accordance with the terms and conditions set forth in Addenda Nos. 1 through 5 to the Lease (cumulatively, the "Extended Lease");

WHEREAS, since the expiration of the term of the Extended Lease, the Village and Lessors have continued to perform their respective obligations under the Extended Lease; and

WHEREAS, the Village and Lessors mutually desire to further extend the term of the Extended Lease for two years, retroactive to July 31, 2026, at the rate of $1,900 per month through July 31, 2027 and then $2,000 per month beginning August 1, 2027 through July 31, 2028 in accordance with the terms and conditions set forth in *ADDENDUM #6 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 #6");

WHEREAS, the Village President and Trustees (the "Corporate Authorities") hereby find and determine that Addendum #6, substantially in the form affixed hereto as **Exhibit A**, is in the best interest 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 #6;

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 #6 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 #6 and to attest the executed Addendum #6 following the Village President's signature.

C. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Administrator, 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.

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 4 day of November, 2026, 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:

Kayla Melvin, Village Clerk

EXHIBIT A

Lease Addendum #6

Appended on following pages

ADDENDUM No. 6 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. 6 ("**Addendum 6**") made and entered into this 4 day of November, 2026 (the "**Addendum 6 Effective Date**") by and between **JEFFREY S. HALLIDAY** and **DONNA M. HALLIDAY**, as Landlord (hereinafter collectively referred to as the "**Landlord**"), and the **VILLAGE OF COAL CITY**, an Illinois municipal corporation, as Tenant (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 five addenda thereto providing for extensions of the term and establishing new rents for the Leased Premises ("**Addendum 1**," "**Addendum 2**," "**Addendum 3**," "**Addendum 4**," and "**Addendum 5**," respectively). Landlord and Tenant shall be collectively known as the "**Parties**." Any capitalized term not defined in this Addendum 6 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 two (2) 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 6 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 6 and the Lease, then the provisions of this Addendum 6 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, 2026 the ("**Commencement Date**") and expiring July 31, 2028 (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 NINE HUNDRED AND NO/100 DOLLARS ($1,900.00) 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. The Parties acknowledge and agree that the $1,900.00 monthly rent is retroactive to August 1, 2026 through the date of execution of Addendum 6.

3. Terms and Conditions:

All other terms and conditions of the Lease not expressly modified by this Addendum 6 shall remain in effect as stated in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Addendum 6 to be executed on the day and year first above written at Coal City, Illinois.

"LANDLORD":

By: _____
Jeffrey S. Halliday

By: _____
Donna M. Halliday

"TENANT":

VILLAGE OF COAL CITY,
an Illinois municipal corporation.

By: _____
David A. Spesia, Village President

Attest:

_____
Kayla Melvin, Village Clerk

(SEAL)