

RESOLUTION NO. 16-42

**A RESOLUTION AUTHORIZING
COUNCIL CHAMBERS LEASE AGREEMENT**

WHEREAS, the Village owns the Village Hall in the Village of New Lenox, and the Council Chambers therein, each located at 1 Veterans Parkway, New Lenox, Illinois; and

WHEREAS, it is in the best interest of the Village of New Lenox to enter into a certain Council Chambers Lease Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NEW LENOX, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1. The President and the Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The Village of New Lenox declares that it is in the best interest of the Village to enter into the Council Chambers Lease Agreement as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. Each section and part thereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

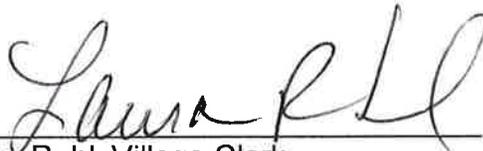
SECTION 4. All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 5. Said Council Chambers Lease Agreement is hereby in all respects approved, and the Village President is hereby authorized and directed to execute, and the Village Clerk is directed to attest to, the attached Council Chambers Lease Agreement in the name of and on behalf of the Village.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution as prescribed by statute.

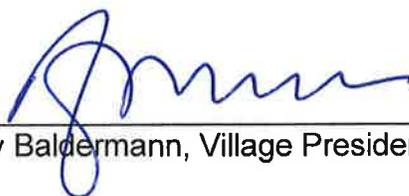
SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PRESENTED and passed by the Board of Trustees on a roll call vote on the 28th day of November, 2016 with 4 Trustees voting aye, -0- Trustees voting nay, -0- Trustees abstaining, and with 2 Trustees absent, Mayor BALDERMANN voting aye: said vote being: BOWDEN aye, BUTTERFIELD aye, FINNEGAN absent, MADSEN aye, SMITH aye, and JOHNSON absent.



Laura Ruhl, Village Clerk

APPROVED this 28th day of November, 2016.



Timothy Baldermann, Village President

ATTEST: 

Laura Ruhl, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE COUNCIL CHAMBERS SPACE AT NEW LENOX VILLAGE HALL**

The parties, Village of New Lenox, hereinafter called "Village", and the Illinois Worker's Compensation Commission, hereinafter called "IWCC", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

2. **NOTICE:** All notices required hereunder are to be sent to:

| | |
|----------------------|---|
| Governmental Entity: | Illinois Worker's Compensation Commission |
| Attn: | Manager of Transactions |
| Address | 623 Stratton Office Building 401 S Spring Street |
| City/State, Zip: | Springfield, IL. 62706 |
| Phone: | 217-782-9117 |
| Fax: | |
| Emergency: | |

| | |
|----------------------|---------------------------|
| Governmental Entity: | Village of New Lenox |
| Attn: | Laura Ruhl, Village Clerk |
| Address: | 1 Veterans Parkway |
| City/State, Zip | New Lenox, IL 60451 |
| Phone: | (815) 462-6414 |

3. **PREMISES:** The Village agrees to provide for use by the State certain real property consisting of the Village's Council Chambers, public hallways, and public entrances and main floor public restrooms at 1 Veterans Parkway, New Lenox, Illinois 60451, hereinafter called "the Premises".

4. **TERM:** The term of this Agreement is for 12 months commencing January 1, 2017, (the "Commencement Date") and expiring December 31, 2017 (the "Expiration Date"). Upon expiration of the Term, the State will yield possession of the premises to the Village without further notice.

5. **HOLDOVER:** If, after expiration of the Agreement, IWCC retains possession of the Premises and the Agreement is not extended or renewed, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated.

6. **RENT:** IWCC shall pay rent to the Village, which shall be \$9,900 annually for the lease term. Rent shall be paid monthly to: Village of New Lenox, Attention: Village Clerk, or to such other person as the Village may designate in writing. Invoicing for the monthly rent shall be made by The Village to IWCC at the address listed above, or as otherwise directed in writing by IWCC. Rent shall be paid by the 15th of the month in 12 monthly installments.

7. **USE OF PREMISES and DATES OF USE:** IWCC agrees to use the assigned property solely for the purpose of conducting the business of the Illinois Workers' Compensation Commission, with such use being limited to those dates as outlined in the attached Exhibit A.

8. **LESSEE NOT TO MISUSE:** IWCC will not permit any unlawful or immoral practice to take place on the Premises. IWCC will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. IWCC will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the Building of which they are a part. IWCC shall not cause or permit any waste, misuse or neglect of the Premises.

9. **CONDITION ON POSSESSION.** IWCC has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by the Village or its agents prior to or at the execution of this Agreement that are not herein expressed.
10. **TERMINATION:** IWCC and the Village each have the option to terminate this agreement at any time by giving 30 days' written notice prior to termination.
11. **MAINTENANCE & OPERATING FEES:** IWCC shall pay to the Village a Maintenance Fee in the amount of \$175.00 per month. This fee will be paid separate from the monthly rent. In consideration for the payment of the Maintenance Fee, the Village shall be responsible for all maintenance and repairs to the Premises and any parking facilities. IWCC shall be solely responsible for the maintenance and use of its own equipment or personal property utilized in connection with its use of the Premises.
12. **MODIFICATIONS/ALTERATIONS:** IWCC shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises.
13. **RIGHT OF ENTRY:** The Village will have unlimited access to the Premises subject to all rights and privileges of IWCC.
14. **TAXES:** If the Premises, or any part thereof, is determined to be used for non-exempt purposes and becomes subject to taxation, IWCC shall be responsible for the payment of any such taxes assessed during the term of the Agreement, and said taxes shall constitute additional rent due hereunder and shall be payable by IWCC at the time said taxes become due. The Village will invoice those taxes separately. Nothing in this Agreement shall limit the right of either the Village or IWCC to challenge, at their own expense, any loss of tax exempt status of the Premises.
15. **INSURANCE AND INDEMNITY:**

15.1 Liability Insurance. IWCC is self-insuring. During the Term of this Lease, IWCC shall obtain and keep in full force and effect, insurance covering personal injury, bodily injury and property damage arising out of IWCC's use, occupancy, or maintenance of the Premises. IWCC's insurance shall be primary with respect to any such claim arising out of IWCC's use of the Premises. Limits of coverage are in accordance with existing State of Illinois statutes. A Certificate of Coverage certifying IWCC's self-insurance coverage will be provided upon request.

15.2 Indemnification by IWCC. IWCC shall defend, protect, indemnify, and hold harmless the Village and its agents, officers, directors, employees and contractors against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including attorneys' fees, defense costs and expenses) arising out of, directly or indirectly, IWCC's use of the premises, including but not limited to Third Party claims for (a) injuries or damages occurring within the Premises during IWCC's dates of use; (b) any intentional acts or negligence of IWCC or its agents, officers, employees, or contractors; (c) any breach or default in the performance of any of IWCC's obligations pursuant to this Lease Agreement; or (d) any representation or warranty made by IWCC herein which later proves to be false or inaccurate. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

15.3 Waiver of Subrogation. The Village shall not be liable to IWCC (by way of Subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or damage.

16. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to IWCC, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.
17. **CONTRACTUAL AUTHORITY:** IWCC shall be the only State entity responsible for payment under this Agreement.
18. **OPERATION OF PROGRAMS:** The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
19. **SECURITY:** IWCC will adhere to State of Illinois and Illinois Workers' Compensation Commission's policies relating to security and emergency situations.
20. **LIMIT ON VILLAGE RESPONSIBILITY:** The Village shall not be held responsible for any items lost, stolen or left behind on the Premises by IWCC, its officials, agents and employees or any members of the public present on the Premises for purposes of IWCC's business and use of the Premises. IWCC agrees to indemnify and hold harmless the Village for any such claims for loss or theft of personal property.
21. **ASSIGNMENT/SUBLETTING:** IWCC shall not assign or sublease its rights under this agreement without first obtaining the written consent of the Village.
22. This agreement supersedes any previous or existing agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be made and executed by authorized parties on the dates shown below.

VILLAGE OF NEW LENOX

Signed: 
Printed Name: Timothy A. Baldermann
Title: MAYOR
Date: 11/28/16

ILLINOIS WORKERS' COMPENSATION COMMISSION

Signed: _____
Printed Name: _____
Title: _____
Date: _____



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

CERTIFICATE OF COVERAGE

ISSUE DATE

11/22/2016

PRODUCER State of Illinois
Department of Central Management Services
Bureau of Benefits
Risk Management Division
801 S. 7th Street, Fl 6-M
Springfield, IL 62703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR PLANS BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** State of Illinois - Self-Insured Plan

COMPANY LETTER **B** State of Illinois - Self-Insured Plan

COMPANY LETTER **C** State of Illinois - Self-Insured Plan

COMPANY LETTER **D** State of Illinois - Self-Insured Plan

COMPANY LETTER **E** State of Illinois - Self-Insured Plan

COMPANY LETTER **F**

INSURED State of Illinois
Illinois Workers' Compensation Commission
100 W. Randolph, Ste 8-200
Chicago, IL 60601

COVERAGE This is to certify that the policies of insurance and/or self-insured plans listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, terms or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

| CO LT | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFF. DATE | POLICY EXP. DATE | ALL LIMITS IN THOUSANDS |
|----------|--|--|------------------|--|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER CONTRACTOR PROT <input type="checkbox"/> _____ | State of Illinois Self-Insured Plan | 5/18/81 | Per Person/Per Occurrence As Defined By Statute | \$ 100 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | State of Illinois Self-Insured Plan | 8/7/76 | Until Repealed | COMBINE D SINGLE LIMIT As Defined By Statute \$ 2,000 |
| C | WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | State of Illinois Self-Insured Plan | 7/1/75 | Until Repealed | As Defined By Statute |
| D | FIDELITY AND SURETY BOND PLAN | State of Illinois Self-Insured Plan | 6/30/89 | Until Repealed | As Defined By Statute |
| E | EMPLOYEE REPRESENTATION AND INDEMNIFICATION PLAN | State of Illinois Self-Insured Plan | 12/3/77 | Until Repealed | As Defined By Statute |
| F | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:

This certificate is provided as evidence of coverage, pursuant to 20 ILCS 405-105(7), for public liability exposures of the State of Illinois and its employees within the scope of their employment. This certificate is issued per the terms of agreement for the Illinois Workers' Compensation Commission's use of council chambers of the Village of New Lenox, Illinois for the calendar year 2017.

CERTIFICATE HOLDER

Village of New Lenox
1 Veterans Parkway
New Lenox, IL 60451

CANCELLATION

Should any of the above described policies or coverages be cancelled before the expiration date thereof, the State of Illinois will endeavour to mail 45 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the State of Illinois, commercial property or its agents.

Authorized Representative