



## ORDINANCE NO. 396-2024

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF WILL     )

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF A LEASE AGREEMENT BETWEEN ST. PETER LUTHERAN  
CHURCH AND JOLIET TOWNSHIP GOVERNMENT FOR THE LEASE OF  
310 N. BROADWAY, JOLIET, IL 60435**

WHEREAS, Joliet Township, Will County, State of Illinois (the "Township") is a duly organized and existing township and a unit of local government organized under the laws of the State of Illinois and is operating under the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et. seq.*, and all laws amendatory thereto; and

WHEREAS, A township may acquire and hold property, both real and personal, for the use of its inhabitants, and may make all contracts necessary in the exercise of the township's powers (60 ILCS 1/85-10); and

WHEREAS, The electors may make all orders for the purchase of the township's corporate property, and the electors may delegate the power to purchase property to the township board for a period of up to twelve months (60 ILCS 1/30-50); and

WHEREAS, on April 11, 2023, at the Joliet Township Annual Town Meeting, the electors passed a resolution that delegated authority to the Township Board to purchase, sell and lease property for a period of twelve months; and

WHEREAS, on a limited basis, Joliet Township (hereinafter "Lessee") and St. Peter Lutheran Church (hereinafter "Lessor") previously entered into the Lease Agreement Between St. Peter Lutheran Church and Joliet Township Government for the property commonly known as 310 N. Broadway, Joliet, IL 60435 (hereinafter referred as the "Premises"); and

WHEREAS, Joliet Township continues to have the need to lease the Premises on a more expanded basis, and as a result negotiated the Lease Agreement attached hereto as Exhibit A;

WHEREAS, the Joliet Township Board has reviewed the Agreement, deems it fair and reasonable, and recommends its acceptance and execution.

NOW, **THEREFORE, BE IT ORDAINED** by the Supervisor and Board of Trustees of Joliet Township, Will County, Illinois, as follows:

**Section 1. Incorporation of Recitals and Exhibits.** That the Recitals contained in the Preamble to this Ordinance are incorporated herein as if fully set forth in this Section 1.

**Section 2. Contract.** That the Lease Agreement between St. Peter EV Lutheran Church and Joliet Township Government for the Lease of 310 N. Broadway, Joliet, IL 60435, attached hereto as Exhibit A, is hereby approved and accepted, and the necessary officers are further authorized to execute the Agreement.

**Section 3. Severability.** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, but such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 4. Repealer.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.


**Section 5. Effective Date.** This ordinance shall be in full force and effect immediately upon passage and approval by the Supervisor and Board of Trustees of Joliet Township, Will County, State of Illinois due to the urgent nature of this matter.

PASSED this 13<sup>th</sup> day of February, 2024



Alicia Morales, Township Clerk

APPROVED this 13<sup>th</sup> day of February, 2024



Angel Contreras, Supervisor

**ROLL CALL VOTE:**

Those Voting For: Trustees Arias, Escutia, Edwards, Slattery and Supervisor Contreras

Those Voting Against: None

Those Not Voting:

**LEASE AGREEMENT BETWEEN ST. PETER EV LUTHERAN CHURCH AND  
JOLIET TOWNSHIP GOVERNMENT FOR THE LEASE OF  
310 N. BROADWAY, JOLIET, IL 60435**

This Lease Agreement ("Agreement") dated this 13<sup>th</sup> day of February, 2024 (the "Effective Date") is entered into by and between St. Peter EV Lutheran Church (hereinafter referred to as "Lessor"), a religious corporation, 310 N. Broadway, Joliet, IL 60435, and Joliet Township (hereinafter referred to as the "Township" or "Lessee"), an Illinois township government, 175 W. Jefferson St., Joliet, Illinois 60432. Lessor and the Township are sometimes hereinafter referred to herein jointly as "the Parties" or individually as a "Party".

**WHEREAS**, the Township is an Illinois township formed and operating pursuant to the Illinois Township Code, 60 ILCS 1/ *et seq.*;

**WHEREAS**, Lessor is record-owner of fee simple title to real property commonly referred to as the St. Peter EV Lutheran Church & School, located at 310 N. Broadway, Joliet, IL 60435 (the "Church");

**WHEREAS**, the Township requires additional administrative and operational space and desires to lease a portion of the School Building from Lessor;

**WHEREAS**, Lessor and the Township have determined that it would serve the best interests of the community and mutually beneficial for the Lessor to lease a portion of the Church to the Township in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth below and other good and valuable consideration, the Parties hereby agree as follows:

1. **Incorporation of Recitals.**

The Parties agree that the recitals are hereby fully incorporated into this Agreement as if set forth in their entirety in this Section 1, and all covenants, terms, conditions, and provisions of this Agreement shall be construed, interpreted, and enforced in accordance therewith.

2. **Grant of Lease.**

For and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Township to be kept, observed and performed, Lessor, by these presents, agrees to lease to the Township certain rooms and areas of the School Building, together with the appurtenances thereto, and the common elements appurtenant thereto, as further described in **Exhibit A**, attached to and incorporated into this Agreement by reference ("Premises"), "as is, where is," together with reasonable access to the Premises, upon and subject to the terms and conditions herein (the "Lease").

3. **Term.**

**Exhibit A**

**St. Peter EV Lutheran Church and Joliet Township Government for the Lease of  
310 N. Broadway, Joliet, IL 60435**



a. Unless terminated earlier as hereinafter provided, the initial term of this Agreement shall commence on February 13, 2024 (the "Commencement Date"), and shall expire six (6) months from the Commencement Date (the "Term").

b. Provided the Township is not in default hereunder at the end of the Term, the Parties, upon mutual agreement, shall have the option to renew this Agreement for additional six (6) month terms ("Renewal Term"). In the event that either Party elects not to renew this Agreement for a Renewal Term, the non-renewing Party shall provide notice to other Party of its intent not to renew at least fifteen (15) days prior to the expiration of the Term or Renewal Term. Except as may be otherwise agreed to by the Parties and subject to Section 4.b of this Agreement, the Renewal Term shall be upon the same terms and conditions stated in this Agreement. For purposes of this Agreement, continuation of the Lease pursuant to this Section 3.b shall be considered as part of the "Term".

4. Rent.

a. The Township agrees to pay to Lessor as rent for the Premises (the "Rent"), the sum of Three Thousand Dollars (\$3,000) per month during the Term.

5. Use of the Premises.

a. The Township will use the Premises for purposes of the Township's business, operations, programs, and events, including but not limited to community engagement, health initiatives, and related events, that do not conflict with the uses described in Section 5.b of this Agreement. The Township shall restrict its use to such purposes, and shall not use or permit the use of the Premises for any other purpose without the prior, express, and written consent of Lessor. The Township shall not authorize access to the Premises to the public or use the Premises for programs or events open to the public after 11:00P.M. without the prior, express, and written consent of Lessor. The Township shall not use the Premises to process migrants or to provide migrant-specific services.

b. During the Term of this Agreement, the Township agrees to not operate or allow any program, activity, or event at, in or on Premises which compete or interferes with any Lessor program, activity or event, or is against Lessor's religious values or beliefs and incompatible with the Christian faith as understood by The Lutheran Church—Missouri Synod.

6. Maintenance and Repairs.

a. The Township shall keep and maintain the Premises in a reasonable, clean and sanitary condition during the Term and any Renewal Term of this Agreement and to the same condition as on the Commencement Date, subject only to ordinary wear and tear.

b. During the Term and any Renewal Term of this Agreement, the Township shall

provide routine indoor and outdoor maintenance, including grass mowing, parking lots and sidewalk snowplowing and shoveling to accommodate both weekday and weekend operations, and custodial services to the Premises acceptable to Lessor ("Maintenance and Custodial Services").

c. Except as set forth below, Lessor shall be responsible for performing all necessary routine and capital repairs to the Premises ("Repairs"). Lessor represents that the second floor washrooms need mechanical service. Lessee is interested in assisting both logistically and financially with its repair to expedite occupancy of the Premises. An estimate for the repair is unknown at the time of entering into this Lease, but the Parties agree to work together to share the financial burden.

d. The Township will make no alterations in or additions to the Premises without first obtaining Lessor's written consent. In the event of termination of this Agreement prior to the end of the Term or any Renewal Term for any reason, unless otherwise specified by Lessor, the Township shall remove any alterations or additions to the Premises whether or not approved by Lessor, and the Township shall restore the Premises to the same condition as existed prior to the Commencement Date, less ordinary wear and tear, at the Township's sole cost and expense. In the event the Township fails to restore the Premises within thirty (30) days after the termination of this Agreement, Lessor shall have the right to restore the Premises, provided that the Township shall reimburse Lessor in full for all costs associated with the repair and restoration. Lessor will invoice the Township for all such costs and the Township shall remit payment to Lessor within thirty (30) days of receipt of said invoice.

#### 7. Condition of Premises.

Except as otherwise specifically provided in this Agreement, Lessor has not made, and by grant of the Lease hereunder does not make, any representations with respect to the suitability of the Premises for any purposes, including but not limited to for the Township's intended use as set forth in Section 5 of this Agreement, it being acknowledged and agreed by the Township that the Township is solely responsible for ascertaining all conditions affecting the Premises prior to its execution of this Agreement. The Township shall, upon the termination of this Agreement, return the Premises to Lessor in as good condition as when received, ordinary wear and tear excepted. In the event the Premises requires repair or restoration work upon termination of this Agreement, the Township shall perform all such repair and restoration at its sole cost and expense within thirty (30) days after termination of this Agreement. In the event the Township fails to restore the Premises within thirty (30) days after the termination of this Agreement, Lessor shall have the right to repair and restore the Premises, provided that the Township shall reimburse Lessor in full for all such repair and restoration costs ("Restoration

Costs"). Lessor will invoice the Township for all Restoration Costs and the Township shall remit payment to Lessor within thirty (30) days of receipt of said invoice.

8. Utilities.

The Lessor shall be responsible for the payment for all utilities (electric, gas, water/sewer, shared basic internet service) for the Premises.

9. Taxes.

Lessee shall be solely responsible for, and hereby indemnifies and holds Lessor harmless against and from, all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arise out of the Township's use of the Premises, its exercise of the privileges, or its performance or non-performance of its obligations, under this Agreement.

10. Insurance.

a. In the event that either Party purchases insurance from an insurance company, that Party shall keep in force at all times during the Term and any Renewal Term of this Agreement Commercial General Liability Insurance including fire legal liability, bodily injury, personal injury and property damage limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and at all times naming the other Party to this agreement, its public officials, employees, volunteers and agents as additional insured.

In the event that either Party is self-insured or provides for its risk financing by a means other than commercial insurance, that Party shall keep in force at all times during the Term and any Renewal Term of this Agreement, General Liability coverage including fire legal liability specifically including bodily injury, personal injury and property damage limits of not less than \$1,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the other Party to this agreement, its public officials, employees, volunteers, and agents as additional insured.

b. Prior to the Commencement Date, each Party shall furnish the other Party with a certificate of insurance showing the required coverage to be in effect and naming the other Party, its public officials, employees, volunteers, and agents as additional insureds. The policies or duly executed certificates for the same shall reflect the insurers' right of subrogation. Said policies of insurance shall provide for at least thirty (30) days written notice to each Party of termination and/or cancellation of the policy naming it as an additional insured.

c. The Township shall insure and protect its own personal property used, stored, or located at the Premises at its own expense.

11. Indemnification.

a. To the fullest extent permitted by law, the Township shall indemnify, defend and hold harmless Lessor, officers, officials, employees, volunteers and agents (collectively, the "Lessor Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Lessor Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the Township, or of any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, or volunteer of the Township (the Township and each and every such other person being hereinafter individually and collectively referred to as the "Township Indemnitor"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Township Indemnitor. Similarly, the Township shall indemnify, defend and hold harmless the Lessor Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Lessor Indemnitees by reason of the Township Indemnitor's breach of any of its obligations under this Agreement.

b. To the extent permitted by law, Lessor shall indemnify, defend and hold harmless Township, its board of trustees, individual trustees, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Township Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Township Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from Lessor's use of the Premises during the Term or any Renewal Term of this Agreement, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of Lessor.

12. No Liability.

Lessor is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation, the Township's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the Lease or the Township's operations under this Agreement. Lessor is not liable for acts or omissions of the Township or any of the Township's employees, contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Township.

13. Damage to Premises.

Except to the extent caused by an act or omission of the Township, its officials, employees, agents or invitees, the Township shall not be responsible for damage to the Premises resulting from fire, explosion or other casualty, but shall remain responsible for all the Township contents therein. Except as provided herein, Lessor shall be responsible for all damages to the Premises resulting from fire, explosion or other casualty and shall take all reasonable steps to



promptly restore said property to its condition prior to said casualty. During such restoration period, the Lease shall remain in effect and the Township's obligation to pay Rent shall abate for the period the Premises is not usable by the Township for its intended purposes. In the event Lessor elects not to repair the Church or Lessor determines the Church cannot be repaired within ninety (90) days, or such other reasonable time the Parties may agree to, Lessor shall have the option to terminate this Lease.

**14. Default and Remedies.**

a. **Default by the Township.** The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, constitute a material default and breach of this Lease by Township ("Township Default").

(i) **Monetary Default.** The failure by the Township to make any payment of Rent or any other payment to be made by the Township hereunder as and when due within ten (10) business days after receipt of written notice from Lessor of such failure; or

(ii) **Non-monetary Default.** The failure by the Township to observe or perform any of the covenants, obligations, conditions, or provisions of this Agreement to be observed or performed by the Township other than described in Subsection 14.a(i) above within thirty (30) days after written notice from Lessor of such failure (or if such failure cannot be reasonably cured within such thirty (30) day period, the failure by the Township to commence and diligently prosecute such cure within such thirty (30) days) and complete such cure within an additional thirty (30) days.

b. **Lessor's Remedies.** In the event of a Township Default, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such Township Default, exercise any one or more of the following remedies:

(i) **Damages.** Lessor shall have the right to recover damages arising from any Township Default under this Lease.

(ii) **Termination.** In the event of a Township Default Lessor may elect, upon written notice to Township, to terminate this Lease. Upon the termination of the Lease, the Township agrees to surrender possession of the Premises within ten (10) days from receipt of notice of Lease termination and the Township shall be responsible for the payment of Rent through that date.

c. **Default by Lessor.** The failure by Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor within the time period set forth in the provision requiring such observance or performance and in the absence of such time period within thirty (30) days after written notice from Township of such failure (or if such failure cannot be reasonably cured within such thirty (30) days period, the

failure by Lessor to commence and diligently prosecute such cure within such thirty (30) days), shall constitute a "Lessor Default." In the event of a Lessor Default, the Township may at any time thereafter, and without limiting the Township in the exercise of any other right or remedy which the Township may have by reason of such Lessor Default, exercise any one or more of the following remedies: (1) cure such default and in such event Lessor shall pay the Township the actual and necessary costs therefore forthwith upon receiving a bill for same; or (2) terminate the Lease upon written notice to Lessor. The Township shall have the right to recover damages arising from any Lessor Default under the Lease.

d. Upon termination of this Agreement for any reason, the Township shall repair and restore the Premises in accordance with Section 7 of this Agreement.

15. No Waiver of Tort Immunity Defenses.

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, privileges, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or any other statutory immunity with respect to claims by third parties.

16. Notice.

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Lessor: St. Peter EV Lutheran Church

\_\_\_\_\_

\_\_\_\_\_

If to Township: Joliet Township  
175 W. Jefferson St.  
Joliet, IL 60432  
Attn: Supervisor  
Email: Supervisor@joliettownship.net

With a copy to: Bryan M. Wellner  
Mahoney, Silverman & Cross, LLC  
822 129<sup>th</sup> N. Infantry Drive, Suite 100  
Joliet, IL 60435  
Bwellner@msclawfirm.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices sent by email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day, and notices personally delivered shall be deemed delivered when delivered to the other Party.

17. Compliance with Laws.

The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

18. Relationship of the Parties.

Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Lessor nor the Township shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

19. No Third-Party Beneficiaries.

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against Lessor and/or the Township.

20. No Implied Waiver.

No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

21. No Assignment.

The Township, without prior written consent by Lessor, shall not assign this Lease or any interest hereunder, shall not sublet the Premises or any part thereof, and shall not permit the use of the Premises by any parties other than the Township, its employees, agents, and invitees.

22. Remedies Cumulative.

No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in

addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

23. Entire Agreement; Modifications.

This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. Any modifications to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

24. Authority.

The individual officers of Lessor and the Township who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

25. Successor.

It is the intention of each Party hereto that this Agreement and each and every provision shall be binding on its successors.

26. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

27. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Will County, Illinois.

28. Heading.

The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

29. Keyholders.

Lessee will have three keyholders/alarm persons. At the time of entering into this Agreement, those persons shall be Leonardo Haro, Angel Contreras, and Ana Campa. The Lessee's keyholders/alarm persons may be changed from time to time after written notice to the Lessor. The keys provided will not be duplicated or shared, and the alarm code will not be shared.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the Effective Date.

**LESSOR,**  
**ST. PETER EV LUTHERAN CHURCH,**

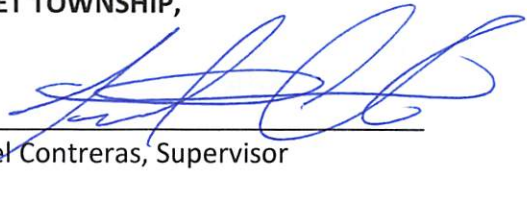
By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**LESSEE,**  
**JOLIET TOWNSHIP,**

By: \_\_\_\_\_  
Angel Contreras, Supervisor

ATTEST:

\_\_\_\_\_  
Alicia Morales, Clerk

## **Exhibit A**

### **Premises**

**Address: 310 N Broadway St, Joliet, IL, 60435**

**Floors: 1 and 2**

#### **First Floor**

- Classroom 1 south
- Full Gymnasium – Shared use by the Lessee and Lessor's groups (Three no charge uses per term.

#### **Second Floor**

- Classroom 2 north
- Classroom 2 south
- Classroom 2 west
- Classroom 2 east (computer lab)

The Township may rent, from time to time, the following rooms with at least 30 days advanced request and approval from the Lessor at Lessor's at the published rates which may or may not have special provisions for Joliet Township, and otherwise with the same general terms as set forth in the Lease:

- Walther East
- Full Kitchen
- Full Gymnasium

The Library will remain intact as a library for use by anyone.

The Teacher's Lounge is available to the Lessee for storage of excess furniture.