

**CAPITAL**

**IMPROVEMENTS**

**COMMITTEE**

**RESOLUTIONS**





**Capital Improvements Committee  
Resolution #10-119**

**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

**Authorizing the County Executive to Execute a Lease Renewal for Emergency  
Management Response Vehicle Storage**

WHEREAS, the Emergency Management Agency maintains specialized resources, vehicles, and equipment necessary for emergency and disaster response purposes, and

WHEREAS, these specialized resources, vehicles and items of equipment require indoor storage to preserve their condition and allow them to be maintained in a state of readiness, and

WHEREAS, currently available storage facilities are inadequate for the Emergency Management Agency's needs, and

WHEREAS, the Will County Emergency Management Director has requested that the lease renewal option be executed for the necessary space in New Lenox Township from Michael Malak Investments, LLC for a 3,600 square-foot storage facility at a monthly rate of \$2,000.00, plus utilities, for one year beginning May 1, 2010 through and including April 30, 2011, with an option, at Will County's discretion, to extend the lease term for an additional 12 months upon the expiration of the initial term, and

WHEREAS, the Capital Improvements and Public Health and Safety Committees have concurred with the recommendation of the Will County Emergency Management Director.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute, subject to the review and approval of the Will County State's Attorney, a lease renewal agreement with Michael Malak Investments, LLC, for a 3,600 square foot storage facility at a monthly rate of \$2,000.00, plus utilities, for one year beginning May 1, 2010 through and including April 30, 2011, with an option, at Will County's discretion, to extend the lease term for an additional 12 months upon the expiration of the initial term.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15<sup>th</sup> day of April, 2010.

Vote: Yes \_\_\_ No \_\_\_ Pass \_\_\_ (SEAL)

\_\_\_\_\_  
Nancy Schultz Voots  
Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Lawrence M. Walsh  
Will County Executive



**LEASE OF FACILITIES**

**Between**

**THE COUNTY OF WILL  
WILL COUNTY, ILLINOIS**

**and**

**MICHAEL MALAK INVESTMENTS, L.L.C.**

This agreement for a lease by and between the COUNTY OF WILL, WILL COUNTY, ILLINOIS through its Emergency Management Agency (hereinafter referred to as the "COUNTY EMA"), and MICHAEL MALAK INVESTMENTS, L.L.C., (hereinafter referred to as the "LESSOR").

WHEREAS, the COUNTY EMA is in need of a facility to house vehicles; and,

WHEREAS, the LESSOR possesses a garage facility (hereinafter, the "Premises") located at 16550 & 16552 W. Cherry Creek Court Joliet, Illinois 60433 that is suitable for said purpose;

NOW, THEREFORE, for and in consideration of the individual and mutual covenants, conditions and promises of the parties hereinafter set, it is agreed by and between the parties hereto as follows:

1. The TERM of this agreement shall be for one (1) year from the 1<sup>st</sup> day of May, 2010 through the 30<sup>th</sup> day of April, 2011. Provided that COUNTY EMA is not in default in the performance of this lease, COUNTY EMA shall have the option to renew the lease for an additional term of twelve (12) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of Two Thousand Dollars (\$2,000.00). The option shall be exercised by written

notice given to LESSOR not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

2. LESSOR agrees to provide the Premises located at 16550 & 16552 W. Cherry Creek Court, Joliet, Illinois 60433 to house COUNTY EMA vehicles. The Leased Facilities shall be available for the exclusive use and enjoyment of the COUNTY EMA. Any means of entry that would provide unauthorized access by the LESSOR or LESSOR'S other tenants shall be secured by adequate locks so as to reasonably prevent unauthorized access to the leased facilities. It shall be LESSOR'S responsibility to install said locks at LESSOR'S expense prior to the effective date of this lease.

3. LESSOR or LESSOR'S agent shall have the right to enter upon the Premises at reasonable times and upon reasonable notice, for inspection and/or maintenance of the same. Furthermore, at any time within sixty (60) days of the termination of this lease, COUNTY EMA shall permit LESSOR to post upon the Premises reasonable "To Let" or "For Lease" signs and permit persons desiring to lease the Premises the opportunity to inspect same. Under no circumstances shall the LESSOR'S exercise of his rights accorded herein substantially interfere with County EMA's use and enjoyment of the Premises.

4. In consideration of the COUNTY EMA's use of the Premises, the COUNTY OF WILL agrees to pay LESSOR the fixed sum of \$2,000.00 (Two Thousand Dollars) per month. A written bill to the COUNTY EMA shall be submitted each month and all amounts due under this lease shall

be due and payable in conformance with the Local Government Prompt Payment Act. (50 ILCS 505/1.)

5. LESSOR shall be responsible for all maintenance including but not limited to maintenance of all systems, roof, floors, walls, foundations, structures and landscaping. LESSOR shall also be responsible for snow removal from all driveways, parking lots and sidewalks. Snow removal shall be for an area that is reasonably adequate to provide the safe access to the Premises. Except that COUNTY EMA shall be responsible for normal day to day maintenance such as replacing light bulbs and general cleaning.

6. COUNTY EMA shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements, in, to or about the Premises. Such written consent shall not be unreasonably withheld.

7. COUNTY EMA shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by COUNTY EMA. However, LESSOR hereby represents and asserts that the Premises is properly zoned for the intended purposes set forth herein.

8. COUNTY EMA shall not assign this lease or sublet any portion of the Premises without prior written consent of the LESSOR, which shall not be unreasonably withheld. Any such assignment or subletting without

consent shall be void and, at the option of the LESSOR, may terminate this lease, upon written notice thereof.

9. COUNTY EMA will save and hold harmless the LESSOR from and against all liabilities, claims and demands of whatsoever kind or nature arising out of or connected with COUNTY EMA's use of the Premises, by the officials, employees or agents of the County of Will. The COUNTY EMA will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Except that the COUNTY EMA shall not be liable for any claims or actions arising out of or proximately caused by the intentional misconduct or gross negligence of LESSOR. LESSOR agrees to cooperate with COUNTY EMA in the defense of any legal action brought hereunder.

10. LESSOR will save and hold harmless COUNTY EMA from and against all liabilities, claims and demands of whatsoever kind or nature arising out of or connected with LESSOR'S ownership and/or maintenance of the Premises, whether maintenance is conducted by LESSOR, his employees, agents, or contractors. The LESSOR will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Except that LESSOR shall not be liable for any claims or actions arising out of or proximately caused by the intentional misconduct or gross

negligence of COUNTY EMA, its officers, agents or employees. Nothing herein shall be construed so as to limit COUNTY EMA's right to select legal representation of its choice and to defend any claim and/or action as it sees fit.

11. LESSOR and COUNTY EMA shall each maintain general liability insurance of no less than two million dollars (\$2,000,000) general aggregate limit and no less than one million dollars (\$1,000,000) each occurrence limit and a medical expense limit for any one person of no less than one thousand dollars (\$1,000). LESSOR and COUNTY EMA agree that each shall be named as an additional insured on the aforementioned policy or policies of insurance. Furthermore, the aforementioned insurance policy(s) must expressly provide that the policy(s) shall not be canceled or altered without thirty (30) days' prior written notice to the other party. LESSOR and COUNTY EMA shall each provide a certified copy of the aforementioned policy.

12. All applications and connections for necessary utility services on the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for gas, electricity and telephone or media services. Water and septic service provided by LESSOR at LESSOR'S expense.

13. In case the Premises shall be rendered untenable during the term of this Lease by fire or casualty, LESSOR or COUNTY EMA may immediately terminate this Lease upon written notice to the other party. In the event that TEN (10%) percent or more of the leased Premises are

damaged or destroyed by fire or other cause and/or the leased Premises shall be denied a certificate of occupancy (or occupancy permit) and/or the LESSOR is unable to secure reasonable access, considering the specified purpose, to the leased Premises then the premises shall be considered untenable. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be pro-rated and paid to the day of such fire or other casualty.

14. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting COUNTY EMA's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to COUNTY EMA. COUNTY EMA shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but COUNTY EMA may file a claim for any taking of fixtures and improvements owned by COUNTY EMA, and for moving expenses.

15. Any notice required to be given in this agreement shall be made in writing by either personally delivering notice to the party requiring it, and securing a written receipt, or mailing notice by certified United States Mail, return receipt requested, to the following addresses:

If to COUNTY EMA, to:

Mr. Harold Damron, Director, Will County Emergency Management Agency 302 N. Chicago Street, Joliet, IL 60432.

If to LESSOR, to:

Mr. Michael Malak, Michael Malak Investments LLC

16. This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

17. Whenever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Lease.

18. All negotiations, considerations, representations and understandings between LESSOR and COUNTY EMA are incorporated herein and may be modified or altered only by an agreement in writing between LESSOR and COUNTY EMA.

19. This lease and the agreements, restrictions and provisions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and on all parties, assigns, and successors having an interest in the property hereby affected.

20. The laws of the State of Illinois shall govern the validity, performance and enforcement of this lease and venue shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

20. The laws of the State of Illinois shall govern the validity, performance and enforcement of this lease and venue shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

21. Michael Malak, does hereby represent and warrant that Malak Investments Master Series, LLC Cherry Creek Series is the sole owner of the Premises, which is the subject of this Lease. See Affidavit attached to and incorporated herein as Attachment #1.

22. Either party may terminate this contract with not less than 120 days written notice for any reason.

The parties have indicated their authorized acceptance of this agreement by causing their signatures to appear below on the date written.

DATE: \_\_\_\_\_

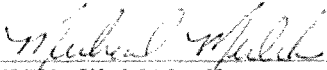
\_\_\_\_\_  
LAWRENCE M. WALSH  
WILL COUNTY EXECUTIVE

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
NANCY SCHULTS VOOTS  
WILL COUNTY CLERK

DATE: 3-25-10

  
\_\_\_\_\_  
MICHAEL MALAK,  
MALAK INVESTMENTS  
MASTER SERIES, LLC-  
CHERRY CREEK SERIES

**AFFIDAVIT**

**PURSUANT TO 50 ILCS 105/3.1**

TO THE COUNTY OF WILL:

IN ACCORDANCE WITH THE DISCLOSURE REQUIREMENTS OF 50 ILCS 105/3.1 I PROVIDE THE FOLLOING DISCLOSURE FOR THE PREMISES LOCATED AT 16550 & 16552 WEST CHERRY CREEK COURT JOLIET, IL THAT IS THE SUBJECT OF A LEASE BETWEEN MALAK INVESTMENTS MASTER SERIES, LLC, CHERRY CREEK SERIES AS LESSOR AND THE COUNTY OF WILL, WILL COUNTY, ILLINOIS, THROUGH ITS EMERGENCY MANAGEMENT AGENCY AS LESSEE:

1. The title holder of record of the subject premises is as follows:


MALAK INVESTMENTS MASTER SERIES, LLC.  
CHERRY CREEK SERIES

Further Affiant Sayeth Not.

By:

  
MICHAEL MALAK

Subscribed and sworn to before me this  
25<sup>th</sup> day of March, 2010.

  
Notary Public

