

RESOLUTION NO. 2020-1

VILLAGE OF BELLEVUE, ILLINOIS

RESOLUTION APPROVING EXECUTION OF  
LEASE AGREEMENT

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes municipalities to lease any real estate; and

WHEREAS, the Village has negotiated a Lease Agreement with White Rose Fellowship Church for the lease of a portion of the property commonly known as 414 S. Main St., Bellevue, Illinois; and

WHEREAS, the Village Board has determined that the best interests of the Village and its residents will be served by entering into said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Lease Agreement with White Rose Fellowship Church, a copy of which is attached hereto and made a part hereof, and said Agreement is hereby approved.

Section 2: The President is hereby authorized and directed to sign and the Clerk is hereby authorized and directed to attest said Agreement.

Section 3: From and after the effective date of this Resolution, the President and Clerk are hereby authorized and directed to do all things necessary and essential to carry out the terms of said Agreement.

PASSED AND APPROVED THIS 25 DAY OF FEBRUARY, 2020

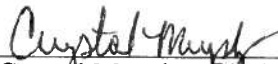
AYES: 6

NAYS: 0

ABSENT: 0

VILLAGE OF BELLEVUE, ILLINOIS

By:   
Terry Johnson, President

Attest:   
Crystal Murphy, Clerk

## LEASE AGREEMENT

This Lease Agreement ("Lease") is dated as of February 25, 2020, between the Village of Bellevue, Illinois ("Lessor"), and White Rose Fellowship Church ("Lessee").

### WITNESSETH:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of the building located on the real estate commonly known as 414 S. Main Street, Bellevue, IL (PIN: 17-11-302-011 and 17-11-302-013) as described on Exhibit A attached hereto and made a part hereof, together with a reasonable right of access over the remaining portions of such property ("Premises"), on the following terms:

1. Rent and Term. Lessee agrees to pay, without offset, deduction or demand, to Lessor, as rent for the Premises, the sum of \$0.00 per month, for a term beginning the date hereof and continuing for one (1) year. Lessee shall be given possession of the Premises on <sup>March 16</sup> ~~February 26~~, 2020. CM RL

2. Renewal. The Lease shall automatically renew for successive terms of one (1) year, unless Landlord or Tenant notifies the other party in writing of its desire to terminate this Lease no later than sixty (60) days prior to the end of the initial term or any subsequent one (1) year term. If neither Landlord or Tenant provides such written notice at the end of the initial term or any subsequent term, the Lease will be deemed renewed for the next one (1) year term.

3. Termination. Lessor shall have the right to terminate this Lease upon written notice to Lessee. Any termination shall be effective no less than ninety (90) days following the date of such notice of termination.

4. Use Of Premises. The Premises shall be occupied only by Lessee and used by Lessee exclusively for the operation of a food pantry.

5. Condition Of Premises. Lessee acknowledges personal inspection and examination of the Premises and all parts thereof, and acknowledges that the Premises are, at the time of the

commencement of this Lease, in good order and repair, and are in a safe, clean and tenantable condition, and Lessee accepts the Premises in such condition, and agrees to be responsible for any subsequent damage.

6. Assignment and Subletting. Lessee shall not assign this Lease and shall not sublet or grant any license to use the Premises or any part thereof, without the prior written consent of Lessor. Any assignment, subletting or license without the prior written consent of Lessor shall be void and shall, at Lessor's option, be grounds to immediately terminate this Lease.

7. Alterations and Improvements. Lessee shall make no alterations or improvements to the Premises without the prior written consent of Lessor. Any alterations made by Lessee shall remain for the benefit of Lessor upon the termination of this Agreement. The cost of all improvements shall be promptly paid, and Lessee shall keep the Premises free and clear of any and all mechanics lien claims.

8. Maintenance of the Premises. Lessee shall maintain the Premises, yards, and adjacent areas in a neat, well-kept, clean and sanitary condition. Lessee shall also repair any damage to the Premises which occurs as a result of Lessee's occupancy of the Premises. At the termination of this Lease, Lessee shall deliver up the Premises in the good condition in which they were at the commencement of this Lease, ordinary wear and tear excepted.

9. Utilities and Liability Insurance. No utilities or liability insurance are furnished as a part of this Lease, and Lessee shall be responsible for paying for any and all costs for same to the Premises. Lessor shall be named as an additional insured on said insurance policies (except contents), and Lessee shall deliver to Lessor certificates evidencing such insurance. Such insurance shall be reasonably satisfactory to Lessor.

In the event Landlord's insurance costs hereunder are increased or raised as a result of Tenant's business, activities or operations in the Premises, Tenant shall either pay such increased costs within thirty (30) days after demand therefor from Landlord in addition to its other charges hereunder, or immediately cease the activities giving rise to the increased insurance costs. In addition, Tenant agrees to comply with all reasonable requirements of Landlord's insurance company and to refrain from any activities which would contravene or violate the reasonable requirements of Landlord's insurance company.

10. Expenses of Lessor. In the event Lessee fails to carry out its obligations under this Lease, Lessor shall have the right to take any steps necessary to fulfill such obligations, and any and all costs incurred by Lessor in doing so shall become due and payable to Lessor upon demand, together with interest at the rate of 12% per annum.

11. Compliance with Laws. Lessee shall promptly comply, or cause prompt compliance with all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

12. Surrender.

Expiration of Term; Holding Over. At the expiration or termination of this Lease, Lessee shall surrender immediate possession of the Premises in as good condition as when delivered to Lessee, reasonable wear and tear and permitted alterations and additions excepted. Any holding over by Lessee shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, and in such case Lessor shall have the right to either the immediate termination of Lessee's occupancy or the treatment of Lessee's occupancy as a month to month tenancy, any custom or law to the contrary notwithstanding, in addition to all other rights that Lessor may have under the laws and statutes of the State of Illinois.

Removal of Lessee Personal Property. If owned by Lessee, the equipment and machinery located within the Premises and not permanently affixed thereto may be removed by Lessee at or prior to the termination of this Lease. Lessee shall repair any damage caused by the removal of such items.

Abandoned Personal Property. Any equipment, machinery, vehicles or other personal property of Lessee remaining on or in the Premises ten (10) days after the termination of this Lease may, at the option of Lessor, be considered abandoned by Lessee and retained by Lessor or disposed of without accountability in such manner as Lessor may deem appropriate.

13. Default.

(a) If Lessee shall vacate or abandon the Premises, fail to pay any rent when due or violate any other term of this Lease, Lessor may terminate this Lease, and Lessee shall immediately surrender possession of the Premises to Lessor, and Lessor may enter upon and into the Premises to take possession thereof, with or without process of law. Such entry by the Lessor shall not constitute a waiver of any covenant, agreement or promise to be performed by Lessee.

(b) The abandonment of the Premises shall not relieve Lessee from the obligation to pay rent during the term hereof.

(c) The provisions of this paragraph are in addition to, and do not limit Lessor's rights under the laws and statutes of the State of Illinois.

14. Remedies. If Lessee defaults under this Lease, Lessor shall be entitled to re-take possession of the Premises, with or without process of law, and without becoming liable to Lessee for damages, and such action shall not affect Lessee's obligation to pay rent. In such event, Lessor may relet the Premises for the whole or any part of the then unexpired term hereof, and may receive

and collect all rent payable by virtue of such reletting, and Lessee shall remain liable for any difference between the rent that would have been payable under this Lease by Lessee, and the net rent for such period realized by Lessor by means of such reletting; plus all expenses of such reletting and all damages suffered by Lessor, Lessee shall pay all deficiencies if the rent on reletting is not sufficient to satisfy the rent provided in this Lease, and shall pay all expenses of reletting. The provisions of this paragraph are in addition to, and do not limit Lessor's rights under the laws and statutes of the State of Illinois.

15. Independent Covenants. Lessee's obligation to pay the rent due under this Lease, and each other obligation of Lessee hereunder, shall be a covenant independent of each and every obligation of Lessor under this Lease, and no violation or breach by Lessor of any obligation of Lessor under this Lease shall entitle Lessee to offset any amount against rent due under this Lease or otherwise fail to pay such rent or otherwise fail to perform any other obligation of Lessee under this Lease.

16. Attorneys' Fees. Lessee shall pay to Lessor all Lessor's costs and expenses, including but not limited to reasonable attorneys fees, that are necessary or are related to the enforcement of any of the terms of this Lease.

17. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against: (i) all claims, liabilities, suits, damages, costs and expenses arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises; (ii) all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of the Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and (iii) any and all costs or

expenses incurred by Lessor as a result of Lessee's failure to perform any of its obligations hereunder. In case any action or proceeding is brought against Lessor by reason of any claim described above, Lessee shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

18. Condemnation. If during the term of this Lease, all or substantially all of the Premises shall be taken by the power of condemnation (or sold under the threat of condemnation), this Lease shall terminate as of the date of taking and the rent shall be abated for the remainder of the lease term. If a portion of the Premises is taken and such taking materially affects Lessee's use of the Premises, Lessee shall have the option to terminate this Lease. If, in such case, Lessee does not terminate, or if the taking does not materially affect Lessee's use, the Lease shall continue in full force and effect and the rent shall be equitably adjusted.

19. Quiet Enjoyment. If Lessee pays the rent and other charges herein described and otherwise performs its obligations hereunder, Lessee may lawfully and quietly possess and enjoy the Premises during the term of this Lease.

20. Inspection. Lessor and the agents of Lessor shall have the right, at reasonable hours, to enter the Premises for the purpose of inspecting the Premises.

21. Damage or Destruction. If the building or other improvements leased hereunder are completely or substantially damaged or destroyed by fire, flood or other casualty, Lessor shall have the option to terminate this Lease as of the date of said damage or destruction. Any insurance proceeds with respect to said damage or destruction shall be paid solely to Lessor.

22. Mutual Waiver of Subrogation. Each party releases and discharges the other party, and all beneficiaries, officers, agents, employees, partners, or representatives of such party, and anyone claiming by, through or under any such parties, from and against any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty for which insurance is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery

by the injured party under such insurance. This release shall apply even if the loss or damage shall have been caused by the fault or negligence of the released party.

23. General Provisions.

(a) No change to or modification of this Lease shall be valid unless that change or modification is in writing and is executed by the parties hereto.

(b) No term, covenants or condition of this Lease shall be deemed to have been waived unless such waiver is in writing and is signed by the waiving party. The acceptance of any rent hereunder by Lessor shall not be deemed to be a waiver of any breach by Lessee of this Lease.

(c) This Lease contains the entire agreement between the parties with respect to the subject matter hereof.

(d) All notices, communications and demands hereunder shall be in writing and shall be deemed to have been properly given if (i) delivered in person or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, to:

Lessor: Village of Bellevue  
320 S. Main St.  
Bellevue, IL 61604  
Attn: Village Clerk

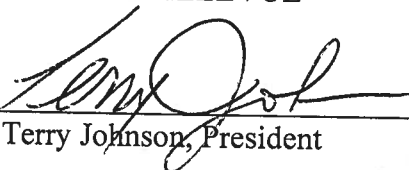
Lessee: White Rose Fellowship Church  
505 S. Main St.  
Bellevue, IL 61604

or such other address as may be designated in writing. The notice shall be effective (i) upon delivery and (ii) upon the date of mailing.

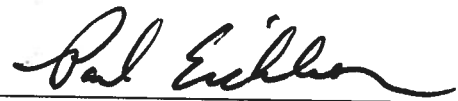


Executed by the parties hereto as of the day and year first above written.

VILLAGE OF BELLEVUE

By:   
Terry Johnson, President

WHITE ROSE FELLOWSHIP CHURCH

By:   
Its: Administrative Elder

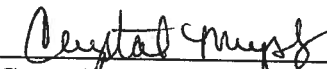
Attest:   
Crystal Murphy, Clerk

EXHIBIT A

PREMISES

