

**ORDINANCE NO. 15-44**

**AN ORDINANCE AUTHORIZING RENEWAL OF A FIVE YEAR LEASE AGREEMENT WITH THE MANTENO INTERFAITH COMMISSION REGARDING THE PROPERTY LOCATED AT 205 NORTH LOCUST, MANTENO, ILLINOIS.**

WHEREAS, the Village of Manteno is the owner of real property legally described as follows:

Tract 1: Lots 1, 2, 3 and 4 in Block 2, Comstock's Addition to the Village of Manteno, Kankakee County, Illinois.

Tract 2: Lot 5, Block 2, Comstock's Addition to the Village of Manteno, Kankakee County, Illinois.

Tract 3: Lots 6, Block 2, Comstock's Addition to the Town of Manteno, Kankakee County, Illinois.

Tract 4: Lots 7 and 8 in Block 2, Comstock's Addition to the Town of Manteno, Kankakee County, Illinois.

P.I.N. (03) 02-15-325-008;

WHEREAS, there is a structure on the greater property commonly identified as 205 North Locust, Manteno, Illinois ("subject property"); and

WHEREAS, pursuant to Section 11-76-1 of the Municipal Code (65 ILCS 5/11-76-1), the Village of Manteno has the power to lease real estate for any term not exceeding 99 years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for its best interests; and

WHEREAS, the corporate authorities of the Village of Manteno hereby find that the subject property is not currently necessary, appropriate, required for the use of, profitable to, or in its best interests due to the fact it constitutes excess space that is not currently required or necessary to meet the needs of the Village and would otherwise sit vacant and subject to deterioration; and

WHEREAS, the corporate authorities of the Village of Manteno find that the subject property will not be required by the Village or necessary for any of its functions for a period of at least 5 years; and

WHEREAS, the current lease with the Manteno Interfaith Commission will expire on April 18, 2016; and

WHEREAS, the corporate authorities of the Village of Manteno hereby find that renewing the leasing of the subject property to the Manteno Interfaith Commission for a period of an additional 5 years will be in its best interests as it will prevent a vacancy along a commercial corridor and obviate the need to maintain a structure that would otherwise be subject to deterioration;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

### **Section 1**

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the corporate authorities of the Village of Manteno.

### **Section 2**

The Lease Agreement between the Village of Manteno and the Manteno Interfaith Commission, which shall be in substantially the form attached hereto and made a part of this ordinance by reference as Exhibit "A," is hereby approved.

### **Section 3**

The President and Village Clerk are hereby authorized and directed to execute the Lease Agreement herein provided for, and to do all things necessary and essential, including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

### **Section 4**

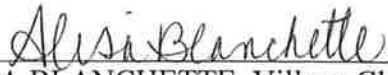
This ordinance was passed by the requisite three-fourths vote of the corporate authorities of the Village of Manteno then holding office.

### **Section 5**

This ordinance shall be immediately in full force and effect after its passage and approval as provided by law.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 16<sup>th</sup> day of February, 2016.

DEPOSITED with the Village Clerk  
this 16<sup>th</sup> day of February, 2016.

  
ALISA BLANCHETTE, Village Clerk

APPROVED by me this 16<sup>th</sup>  
day of February, 2016.

  
TIMOTHY O. NUGENT, Village President

**LEASE AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND THE  
MANTENO INTERFAITH COMMISSION FOR THE PROPERTY COMMONLY  
KNOWN 205 NORTH LOCUST, MANTENO, ILLINOIS 60950**

This Lease Agreement (“Lease”) is dated this 16<sup>th</sup> day of February, 2016, and entered into between the VILLAGE OF MANTENO (“Landlord”), a municipal corporation, and the MANTENO INTERFAITH COMMISSION (MANTENO FOOD PANTRY) (“Tenant”), subject to the terms and conditions stated herein.

1. *Land.* Landlord owns the property legally described in Exhibit “A,” sharing the common property index number of (03)-02-15-325-008 but which has two common addresses: 98 West 3<sup>rd</sup> Street, Manteno, Illinois 60950 and 205 North Locust, Manteno, Illinois 60950 (“greater property”). This Lease shall concern the structure identified as 205 North Locust, Manteno, Illinois 60950 which shall hereinafter be referred to as the “subject property.”

2. *Lease and Purpose.* Landlord hereby leases to Tenant the subject property for the sole and limited purpose of operating a food pantry. This lease includes all necessary rights of free ingress and egress upon and through the land to access the subject property.

3. *Term.* This Lease shall be in effect for a term of 5 years commencing on the date the Village passes the ordinance authorizing the same.

4. *Consideration.* Landlord leases the subject property to Tenant in consideration for its occupancy of a structure located along the Village’s commercial corridor which, in the absence of this Lease, would remain vacant and subject to deterioration.

5. *Authority.* Landlord represents that it is the owner of the subject property and has authorized this Lease by ordinance pursuant to the provisions of 65 ILCS 5/11-76-1. Tenant

hereby represents and warrants that it is authorized to enter into the Lease and has provided the individual affixing his/her signature to the Lease with the power of execution.

6. *Use and Possession.* Tenant shall be entitled to sole and exclusive possession of the subject property during the term of the Lease. Provided, however, Tenant shall be prohibited from using the subject property in any manner other than a food pantry. Notwithstanding any of the provisions contained in this Lease, Tenant shall not interfere with Landlord's use of the greater property.

7. *Alterations and Improvements.* Tenant shall not structurally alter or change the subject property without the express written consent of Landlord. Tenant shall make no improvements to the subject property, including the erection of any signs, without the expressed written approval of Landlord.

8. *Maintenance.* Tenant agrees that it shall be responsible for the maintenance and repair of the subject property during the term of this Lease and shall keep the same in a clean, safe and sightly condition.

9. *Restoration.* Tenant agrees to restore the subject property to a condition at least equivalent to the condition immediately before the execution of this Lease, normal wear and tear excluded, at the termination or expiration of the Lease.

10. *Property Taxes.* Tenant acknowledges that in the absence of this Lease the subject property would be exempt from real estate taxes. In the event the Property becomes taxable, or the State of Illinois applies a leasehold tax, as a result of this Lease or the Tenant's use, possession or occupancy, Tenant shall pay those taxes on or before the date on which such taxes become due. If Tenant fails to pay such taxes when due, Landlord may send written notice of that failure to Tenant. If Tenant fails to pay those taxes within 5 business days after receipt of

Landlord's notice, Landlord may pay such taxes on behalf of Tenant. If Landlord pays any taxes for Tenant, Tenant shall be obligated to reimburse Landlord within 10 days thereafter including any interest and penalties due to a late payment. The obligation to pay or reimburse real estate taxes shall survive the termination or expiration of the Lease.

11. *Utilities.* Tenant acknowledges Landlord does not pay any charges for utilities due to its operations on the greater property. In the event the Lease or the Tenant's use, possession and occupancy of the subject property causes such utility charges to be assessed, Tenant shall be responsible to pay any and all such utility charges even if said charges are not wholly attributable Tenant's use, possession and occupancy of the subject property.

12. *Liens.* Tenant shall not permit any liens to be filed against the greater property or any structures existing thereon. If a lien is filed, Tenant shall, within 10 days after notice of the filing of the lien is delivered, either pay the amount of the lien and cause the lien to be released of record, or diligently contest the lien and deliver to the Landlord a security in the amount equivalent to the lien. If Tenant fails to take such action in a timely manner, Landlord may pay the lien claim, and the Tenant shall reimburse that amount, including expenses and interest, within 10 days after Landlord delivers an invoice for those amounts to Tenant. Tenant shall indemnify and defend Landlord against all losses (including attorney's fees) in any way arising from or relating to the failure by the Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of the Landlord. The provisions of this paragraph, including but not limited to the indemnity obligations, shall survive termination or expiration of this Lease.

13. *Indemnification.* Tenant agrees to defend, indemnify and hold harmless Landlord, its officers and employees, from any and all liability, claims, losses or damages resulting from

any acts or omission of the Tenant, its officers or employees, due to its use, possession, maintenance and occupancy of the subject property or the condition of the same.

14. *Insurance.* Tenant shall obtain and keep in force during the Lease, commercial general liability coverage as to the subject property, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, with a deductible of not more than \$10,000, limits of not less than \$2 million per occurrence with a \$3 million annual aggregate for personal injury, bodily injury or death, or property damage or destruction (including loss of use) per occurrence, with the general aggregate limit applying separately to the subject property, naming Landlord as an additional insured, stipulating that the insurance afforded the additional insured shall apply as primary insurance and that any commercial general liability insurance policies carried by Landlord shall be non-contributory with respect to claims arising out of Tenant's operations, and including a separation of interest provision.

Tenant shall obtain and keep in force during the Lease, special form property damage insurance covering the subject property for damage or other loss caused by or attributable to fire or other casualty or cause including, but not limited to, explosion and water damage of any type for the full insurable value on a replacement cost basis in an amount that satisfies any coinsurance requirements under the applicable policy. The property insurance shall name Landlord as an additional insured and shall stipulate that the insurance shall apply as primary insurance and that any insurance policies carried by Landlord shall be non-contributory with respect to claims arising out of Tenant's operations, and including a separation of interest provision.

Tenant shall deliver to Landlord certificates evidencing the insurance for which it is responsible under the Lease promptly following the execution hereof. Tenant shall cause such insurance for which it is responsible to be renewed from time to time no later than thirty (30) days prior to its scheduled expiration date, with new certificates to be delivered to Landlord at least 30 days before the expiration of the policy.

15. *Breach.* Tenant's failure to abide by or faithfully perform the obligations of this Lease shall be cause for termination of the Lease. In the event Landlord deems Tenant to be in breach of this Lease, Landlord shall send written notice to Tenant stating the basis for the breach, and specifying the date by which Tenant must abandon its possession of the subject property. Provided, however, Landlord shall take no further action against Tenant if Tenant provides proof that no such breach has occurred within 10 days subsequent to the date of the Landlord's notice.

16. *Damages.* Tenant hereby waives, releases and forever discharges Landlord from any and all claims or damages that may arise as a result of the tortious or criminal acts or omissions of the Landlord, its officers or employees. Tenant's sole remedy for a violation or a breach of the Lease by Landlord shall be injunctive in nature and under no circumstances shall Landlord be subject to a suit or liable for damages of any kind whatsoever.

17. *Assignment.* Tenant shall be prohibited from assigning the Lease or subletting the subject property.

18. *Waiver and Modification.* None of the terms of the Lease may be waived or modified without the express written consent of both parties.

19. *Notices.* Any notice to any party under the Lease shall be in writing and delivered by certified mail or receipted personal delivery at the addresses provided below:




If to Landlord: Village of Manteno  
Attn: Timothy O. Nugent, Village President  
98 West 3<sup>rd</sup> Street  
Manteno, IL 60950


If to Tenant: Manteno Interfaith Commission  
205 North Locust  
Manteno, IL 60950

20. *Entire Agreement.* The Lease contains the entire agreement between the parties and any oral representations or modifications shall be of no force and effect unless reduced to writing.

VILLAGE OF MANTENO

Dated: February 16, 2016

  
By: Timothy O. Nugent, President

  
Attested: Alisa Blanchette, Village Clerk

MANTENO INTERFAITH COMMISSION

Dated: February 25, 2016

  
By: President of Manteno Interfaith Commission

## **EXHIBIT A**

Tract 1: Lots 1, 2, 3 and 4 in Block 2, Comstock's Addition to the Village of Manteno, Kankakee County, Illinois.

Tract 2: Lot 5, Block 2, Comstock's Addition to the Village of Manteno, Kankakee County, Illinois.

Tract 3: Lots 6, Block 2, Comstock's Addition to the Town of Manteno, Kankakee County, Illinois.

Tract 4: Lots 7 and 8 in Block 2, Comstock's Addition to the Town of Manteno, Kankakee County, Illinois.

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