

AUG 03 2009

ORDINANCE NO. 2733

J. Ronald Colyer
City Clerk

**AN ORDINANCE TO AUTHORIZE A LEASE AGREEMENT
BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND
WESTERN EGYPTIAN ECONOMIC OPPORTUNITY COUNCIL
(EOC) WITH TRAUBE REAL ESTATE LLC, AN ILLINOIS
CORPORATION, FOR USE OF PREMISES LOCATED AT 504
DD RD FOR THE PURPOSE OF PROVIDING SERVICES TO
SENIOR CITIZENS**

WHEREAS, the City of Columbia, Illinois (the "City"), is a municipal corporation and body both corporate and politic created and existing in and by virtue of the laws of the State of Illinois located in Monroe and St. Clair counties, Illinois, and Western Egyptian Economic Opportunity Council is a not for profit corporation created and existing under and pursuant to the laws of the State of Illinois, (the "Provider");

WHEREAS, the Provider offers health and other services, meals and a variety of activities and programs to citizens of the City above the age of 60 regardless of their ability to pay;

WHEREAS, the City believes said services to be desirable and necessary for many of its citizens, and will contribute funding of up to \$24,800 this year to support operations of the Provider; and

WHEREAS, the Provider has been offering services at a facility leased from the Columbia School Unit District 4, which location is now undergoing renovation and will no longer be available for this use as of September 1, 2009.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, as follows:

Section 1. The Commercial Lease Agreement attached hereto is hereby approved as to form, and the Mayor is hereby authorized and directed to execute the same on behalf of the City, in as many counterparts as the Mayor shall decide, and the City Clerk is hereby authorized and directed to attest the same and affix hereto the corporate seal of the City;

Section 2. In addition to this Lease Agreement and subsequent to its adoption, the City agrees to provide the following assistance to the Provider to support the move to the new location:

- a. Installation of one additional "exit" sign over the kitchen door in the new facility;
- b. Installation of a janitor's sink next to the hot water tank in the new facility;
- c. Use of a City truck and support personnel to assist in moving large, heavy items;

Section 3. In case of heavy snow, the City understands that the Provider will suspend operations on site until such time as the City can plow the parking area (i.e., after all streets have been cleared);

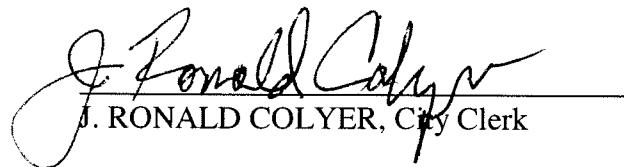
Section 4. This ordinance shall take effect upon its passage, as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of August, 2009.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

Columbia Senior Services Lease Agreement – 2009

LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made this _____ day of _____, 2009 to take effect September 1, 2009, by and between Traube Real Estate LLC, an Illinois Corporation, ("Landlord") and Western Egyptian Economic Opportunity Council, a not for profit service organization and the City of Columbia, Illinois, a municipal corporation and body both corporate and politic, jointly and severally, ("Tenants"), WITNESSETH:

WHEREAS, the Landlord is the owner of the Leased Premises hereinafter described in this lease agreement; and,

WHEREAS, the Landlord desires to lease the Leased Premises to Tenants and Tenants desire to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE, in consideration of the payment of rental and the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Leased Premises.

The Landlord is the owner of improved real estate having the assigned address of 504 DD Rd., Suite 2, Columbia, Illinois, which is more particularly described as follows:

Part of Tax Lot 25, being part of U.S. Survey No. 555, claim 505, Township 1 South, Range 10 West of the 3rd Principal Meridian, Monroe County, Illinois, more particularly described as follows, to wit:

Commencing at the Northeasterly most corner of said Tax Lot No. 25, thence South 27 Degrees 50 Minutes 04 Seconds West an assumed bearing along the Easterly line of said Tax Lot No. 25, a distance of 72.94 feet, to the POINT OF BEGINNING, said point being the point of intersection of the said Easterly line of said Tax Lot No. 25 with the Southerly right-of-way line of DD Road as platted by I. R. L. S. No. 1802, dated October 31, 1978, being sheet 9 of 9 for F. A. I. Route 270, Sec. 67-(2); thence continuing South 27 Degrees 50 Minutes 04 Seconds West, along the Easterly line of said Tax Lot No. 25, a distance of 772.96 feet; thence North 62 Degrees 18 Minutes 33 Seconds West a distance of 400.00 feet to the Easterly line of Tax Lot No. 25, a distance of 754.71 feet, to the Southerly right-of-way line of said DD Road; thence South 57 Degrees 46 Minutes 52 Seconds East along said Southerly right-of-way line of DD Road, a distance of 6.30 feet, to a point of curvature of said Southerly right-of-way line; thence South 63 Degrees 56 Minutes 38 Seconds East along the chord of a curve to the left having a radius of 878.83 feet a chord distance of 188.69 feet; thence South 70 Degrees 06 Minutes 24 Seconds East along said Southerly right-of-way line of said DD Road, a distance of 80.06 feet, to the point of curvature of said Southerly right-of-way line; thence South 63 Degrees 27 Minutes 04

Columbia Senior Services Lease Agreement – 2009

Seconds East along the chord of a curve to the right having a radius of 542.96 feet, a chord distance of 125.86, to the point of beginning.

on which property there is located an Office Building, a Shop Warehouse Building and other improvements and the leasehold premises that are the subject of this lease agreement comprise the 3250 square feet of the space available in said Office Building which is depicted on the drawing attached hereto as an Exhibit "1" as well as the use of the parking lot for said building and the sidewalks, hallways and walkways required for free and unrestricted access thereto (along with others), which Exhibit is by reference made part hereof ("Leased Premises").

2. Term.

A. Landlord hereby leases the Leased Premises to Tenants, and Tenants hereby lease the same from Landlord, for an "Initial Term" beginning September 1, 2009 and ending August 31, 2010.

B. Tenants may renew the Lease for one additional term of one (1) year. Tenants shall exercise such renewal option, if at all, by giving written notice to Landlord of Tenants' intention to exercise the option not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

3. Rental.

A. Tenants shall pay to Landlord during the Initial Term rental of \$12,000 per year, payable in twelve (12) equal monthly installment payments of One Thousand Dollars (\$1,000) each, being due and payable in advance on the first day of each calendar month during the lease term to Landlord at Traube Tent Company, P.O. Box 798, 510 DD Rd., Columbia, Illinois 62236, or at such other place as shall be designated by written notice from Landlord or Tenants. Landlord waives the requirement for a "Security Deposit" from Tenants.

B. The rental for an additional one (1) year lease term should the Tenants exercise their option for the same, shall be the same as for the initial lease term, to wit: \$12,000 per year payable in twelve (12) equal monthly installments of \$1,000 per month.

4. Use and Purpose.

The purpose of this lease and the use the Tenants shall make of the Lease Premises is to provide community services to local senior citizens, including but not limited to provision of meals. Notwithstanding the forgoing, Tenants shall not use the Leased Premises for any illegal purpose or use or for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

5. Sublease and Assignment.

Tenants shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

Columbia Senior Services Lease Agreement – 2009

6. Repairs.

During the Lease term, Tenants shall keep the Leased Premises in good order and repair (but shall not be responsible for normal wear and tear caused by use and occupancy of the Leased Premises for their intended leasehold use and purpose) and shall make, at Tenants' expense, all necessary repairs to the Leased Premises required for other than normal wear and tear due to occupancy and use of the Leased Premises for their intended purpose. Repairs shall include such items as repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged through other than normal use and occupancy of the Leased Premises for their intended leasehold use and purpose, but shall not include repairs of major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

7. Alterations and Improvements.

Tenants, at Tenants' expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenants may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenants shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenants at the commencement of the Lease term or placed or installed on the Leased Premises by Tenants thereafter, shall remain Tenants' property free and clear of any claim thereto by Landlord. Tenants shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenants in good and workman like manner and at Tenants' expense.

8. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes, if any, with respect to Landlord's personal property on the Leased Premises. Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Leased Premises, if any.

9. Insurance.

A. If the Leased Premises or any other part of the Building in which the leased Premises is located is damaged by fire or other casualty resulting from any act or negligence of Tenants or any of Tenants' agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenants shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenants shall be responsible, at their expense, for fire and extended coverage insurance on all of their personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenants and Landlord shall, each at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon to be fully paid on or before the due date,

Columbia Senior Services Lease Agreement – 2009

issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenants' policy or policies of comprehensive general liability insurance, and Tenants shall provide Landlord with current Certificates of Insurance evidencing Tenants' compliance with this Paragraph. Tenants shall obtain the agreement of Tenants' insurers to notify Landlord that a policy is due to expire or be terminated at least (10) days prior to such expiration or termination. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the building in which the Leased Premises are located.

10. Utilities.

Landlord shall pay all charges for water, sewer, gas, electricity and trash removal. Trash removal shall be limited to the capacity of one shared dumpster located at 510 DD Road. Tenants agree to pay all other charges for telephone and other services and utilities used by Tenants on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenants acknowledge that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. Signs.

With Landlord's consent, Tenants shall have the right to place on the Leased Premises, at locations selected by Tenants, any signs which are permitted by applicable City ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenants. Landlord shall assist and cooperate with Tenants in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenants to place or construct said signs. Tenants shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenants.

12. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenants' use and occupancy of the Leased Premises for their intended leasehold purposes.

13. Parking.

During the term of this Lease, Tenants shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord agrees to provide and assign such handicapped spots as are required by law for operation of services under this Agreement. Snow removal shall be the responsibility of Tenants, as needed for the use of the Leased Premises.

Columbia Senior Services Lease Agreement – 2009

14. Damage and Destruction.

Subject to Section 9A hereof, if the Leased Premises or any part thereof or any appurtenance appertaining thereto, or the building the Leased Premises are located in is so damaged by fire, casualty or structural defects rendering the Leased Premises unusable for Tenants' intended leasehold use and purpose, then Tenants shall have the right within ninety (90) days following the damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises or the building the Leased Premises are located in, and if such damage does not render the Leased Premises unusable for Tenants' intended leasehold use and purpose, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenants' intended leasehold use and purpose not owing to the fault or neglect of the Tenants or their guests or invitees. Rentals and other charges paid in advance for any such periods shall be credited to the payment of the next ensuing payments of rental due, if any; but if no further payments are required to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenants' reasonable control and which renders the Leased Premises, or any appurtenance appertaining thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenants' purposes.

15. Default.

If default shall at any time be made by Tenants in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenants by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenants, and such default shall continue for thirty (30) days after notice thereof in writing to Tenants by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare this Lease ended and terminated by giving Tenants written notice of such lease termination. If possession of the Leased Premises is not surrendered on such lease termination, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenants default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of their obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the

Columbia Senior Services Lease Agreement – 2009

public authority takes possession, and Landlord and Tenants shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenants accept this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenants agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises or the Building, and Tenants agree upon demand to execute such further instruments subordinating this Lease or attorney to the holder of any such liens as Landlord may reasonably request. In the event that Tenants should fail to execute any instrument of subordination herein reasonably required to be executed by Tenants promptly as requested, Tenants hereby irrevocably constitutes Landlord as their attorney-in-fact to execute such instrument in Tenants' name, place and stead, it being agreed that such power is one coupled with an interest. Tenants agree that they will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenants allege a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: Traube Real Estate LLC
 P.O. Box 798, 510 DD Rd.
 Columbia, IL 62236

If to Tenants to: Western Egyptian Economic Opportunity Council
 P.O. Box 7, 1 Industrial Park
 Steeleville, IL 62228

and City of Columbia
 Columbia City Hall
 208 S. Rapp Ave.
 Columbia, IL 62236

Columbia Senior Services Lease Agreement – 2009

Landlord and Tenants shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Brokers.

Tenants represent that Tenants were not shown the Premises by any real estate broker or agent and that Tenants have not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver.

No waiver of any default of Landlord or Tenants hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenants shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenants shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenants and their respective legal representatives, successors and assigns.

25. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenants to Landlord specifying the default, Tenants may, at their option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenants shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenants' receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenants on demand.

27. Compliance with Law.

Columbia Senior Services Lease Agreement – 2009

Tenants shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenants' use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

TRAUBE REAL ESTATE LLC,
The Landlord

By: _____
Stephen D. Traube, Managing Member

ATTEST:

John C. Traube, Member

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that JOHN C. TRAUBE and STEPHEN D. TRAUBE, personally known to me and known to me to be the President and Secretary, respectively, of Traube Real Estate LLC, an Illinois Business Corporation, appeared before me this date in person and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said corporation, Traube Real Estate LLC, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, Traube Tent, Co. Inc., for the uses and purposes set forth above.

Given under my hand and Notary Seal this _____ day of _____, 2009.

Notary Public

Columbia Senior Services Lease Agreement – 2009

CITY OF COLUMBIA, ILLINOIS
One of the Tenants

By: _____
KEVIN B. HUTCHINSON,
Mayor

ATTEST:

J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and J. RONALD COLYER, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, a municipal corporation and body both corporate and politic located in the Counties of Monroe and St. Clair in the State of Illinois, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said City of Columbia, Illinois, pursuant to an enabling ordinance being first enacted by the City Council of said City, as their free and voluntary act and deed and as the free and voluntary act and deed of said City of Columbia, Illinois, for the uses and purposes set forth above.

Given under my hand and Notary Seal this _____ day of _____, 2009.

Notary Public

Columbia Senior Services Lease Agreement – 2009

WESTERN EGYPTIAN ECONOMIC OPPORTUNITY COUNIL
a not for profit organization, One of the Tenants

By: _____
PAULETTE M. HAMLIN,
Executive Director

ATTEST:

KENNETH KETTLER,
Board Chair

STATE OF ILLINOIS)
) SS
COUNTY OF RANDOLPH)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that _____ and _____, personally known to me and known to me to be the _____ and _____, respectively, of the Western Egyptian Economic Opportunity Council, a not for profit service organization serving Monroe, Randolph, Perry and Jackson Counties, in the State of Illinois, appeared before me this date in person and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said Western Egyptian Economic Opportunity Council, pursuant to an enabling resolution of the 18 member Board of Directors of said Western Egyptian Economic Opportunity Council being first enacted by said Council, as their free and voluntary act and deed and as the free and voluntary act and deed of said Western Egyptian Economic Opportunity Council, for the uses and purposes set forth above.

Given under my hand and Notary Seal this _____ day of _____, 2009.

Notary Public

Exhibit "I"

