

CITY OF LeROY

ILLINOIS

ORDINANCE NO. 202

AN ORDINANCE AUTHORIZING THE LEASE OF SPACE IN THE LEROY COMMUNITY BUILDING FOR "Peace Meal" Senior Nutrition Program senior nutrition site.

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF LeROY

THIS 18th DAY OF June, 19 84.

Published in pamphlet form by authority of the City Council of the City of LeRoy, McLean County, Illinois, this 18th day of June,

19 84.

ORDINANCE NO. 202

AN ORDINANCE AUTHORIZING THE LEASE OF SPACE IN THE LEROY COMMUNITY BUILDING FOR "Peace Meal" Senior Nutrition Program senior nutrition site.

Whereas, the City of LeRoy has been requested by the Board of Governors of State Colleges and Universities for Eastern Illinois University's "Peace Meal" Senior Nutrition Program, hereinafter referred to as "Peace Meal" to provide a senior nutrition site for the provision of Peace Meals to local senior citizens in the LeRoy, Illinois, area; and

Whereas, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that the provision of Peace Meals and the Peace Meal program are of value to many residents within the City of LeRoy and the surrounding community,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy, Illinois, in lawful meeting assembled:

Section 1. That in accordance with Chapter 24, Paragraph 11-76-1, Illinois Revised Statutes, 1983 (as amended), the Mayor of the City of LeRoy is hereby authorized to enter into a lease for a term not exceeding one year, said lease being renewable for an additional term of one year, as set forth in the proposed lease agreement attached hereto, marked Exhibit A for identification, and incorporated herein by reference.

Section 2. That the Mayor and City Clerk of the City of LeRoy are hereby directed to execute the agreement in form as attached hereto as Exhibit A, and to cause the same to be executed in duplicate, forwarded to the Lessee, for execution as appropriate.

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

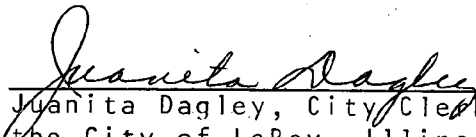
PASSED BY the Mayor and City Council of the City of LeRoy, Illinois, on the 18th day of June, 1984.

Aldermen Elected 6


Aldermen Present 5

AYES David King, Michael Hillard, Jon Winston, Michael Hanafin, Patrick Derby

NAYS NONE


Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

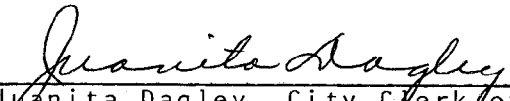
APPROVED by the Mayor of the City of LeRoy, Illinois, this 18th
day of June, 1984.



Jack W. Moss, Mayor of the
City of LeRoy, Illinois

ATTEST:

(seal)



Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

PEACE MEAL NUTRITION SITE LEASE AGREEMENT

This Lease Agreement is made the _____ day of _____ 19 84, by and between the Board of Governors of State Colleges and Universities for Eastern Illinois University's "Peace Meal" Senior Nutrition Program, hereinafter referred to as "Peace Meal" and City of LeRoy, Illinois, an Illinois municipal corp., hereinafter referred to as "Provider" agree to the following:

Article I

Role of Peace Meal

Peace Meal shall:

- A. Use and occupy said premises for a senior nutrition site, located at LeRoy Community Building, LeRoy, Illinois.
- B. Use and occupy said premises in a careful and proper manner.
- C. Not use or occupy said premises for any unlawful purpose and conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies respecting the use and occupation of the demised premises.
- D. Not commit any waste therein.
- E. Not assign this lease, nor underlet said premises nor any part hereof, without the written consent of the Provider. Such consent shall not be unreasonably withheld.
- F. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise.
- G. Make no alterations/additions in or to said premises without written consent of Provider. Such consent shall not be unreasonably withheld.
- H. Leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received, excepting reasonable wear and tear or damages arising from negligence of Peace Meal or from any of the causes set forth in paragraph "A" of the Mutual Agreements section of this lease.
- I. Provide all leadership during the hours the premises are occupied by Peace Meal for its program.
- J. Be responsible for moving and set up of all equipment as necessary for functions of Peace Meal.
- K. Provide all equipment needed for Peace Meal's program.
- L. Be responsible for cleanup of the area used and the disposal of garbage and other waste materials.
- M. Meet local and state health code requirements.
- N. Pay for costs incurred as listed in Article IV amendments.

Article II
Role of the Provider

Provider shall:

- A. Make space available to Peace Meal for 5 days per week, Monday through Friday, on an average of 3 hours per day.
- B. Provide the facility tables and chairs for Peace Meal use, if available.
- C. Recognize the site supervisor as staff member responsible for Peace Meal program operation.
- D. Provide space needed for storage, equipment and kitchen area.
- E. Be responsible for other groups, agencies and programs in the use of Peace Meal's equipment and materials while using Provider's building.
- F. Maintain the demised premises and the common hallways, stairwells, and restrooms within the building, in reasonable repair and tenantable condition during the continuance of this lease, except in the case of wear and tear or damage arising from excessive use or negligence of Peace Meal; subject, however, to the provisions of paragraph "A" of the Mutual Agreements section of this lease.

Article III
Mutual Agreements

It is mutually agreed by and between the Provider and Peace Meal that:

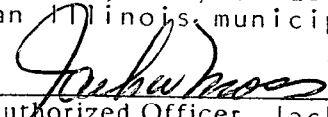
- A. Provider shall provide and maintain through the term of this lease fire insurance on the leased premises. If, during the term hereof, the demised premises or any part thereof is rendered untenable by fire or the elements, or other casualty, Provider shall use the proceeds of said insurance to restore the premises to their former condition. If said proceeds are inadequate for that purpose, Provider shall have the option of terminating this lease by written notice to Peace Meal.
- B. All equipment of whatsoever nature as shall have been installed in the demised premises by Peace Meal, whether permanently affixed thereon or otherwise, shall continue to be the property of Peace Meal, and may be removed by it at the expiration or termination of this lease or any renewal or extension thereof; provided, however, that Peace Meal shall, at its own expense, repair any injury to the premises resulting from such removal.
- C. Peace Meal will occupy and use said facility for an initial term of one year from the date hereof followed by a renewal term of one year (subject to acceptance by both parties upon expiration of the initial term) or until the end of the Senior Nutrition Program under the Older Americans Act, whichever occurs first.

- D. This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the legal representatives, heirs, administrators and assigns of the parties hereto; provided, however, that no assignment by, from, through or under Peace Meal in violation of any of the provisions hereof shall vest in the assigned right, title or other interest whatever.
- E. They will meet and discuss problems and goals when deemed necessary by either party.
- F. This agreement may be terminated by either party by providing the other party sixty (60) days prior written notice.
- G. The undersigned certifies that the above named Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Provider made an admission of guilt of such conduct which is a matter of record.

It Witness Whereof, "Peace Meal" Senior Nutrition Program and the City of LeRoy, Illinois have executed this Agreement ^{in duplicate} by their officials thereunto duly Authorized this day and year first above written.

Board of Governors of State Colleges and Universities for Eastern Illinois University's "Peace Meal" Senior Nutrition Program

BY _____
Director

Provider, City of LeRoy, Illinois,
an Illinois municipal corporation

Authorized Officer, Jack W. Moss, Mayor,
City of LeRoy, Illinois

By _____
Financial Affairs
Eastern Illinois University

ATTEST:
(seal)

Juanita Dagley, City Clerk of LeRoy

Contact person at the Provider facility Juanita Dagley, City Clerk of LeRoy

Phone (309) 962-3031 Address 111 E. Center, LeRoy, IL 61752

Article IV

Amendments

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on June 18, 19 84, the Corporate Authorities of such municipality passed and approved Ordinance No. 202, entitled:

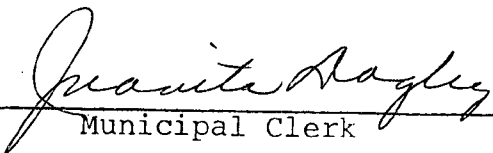
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 202, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June 18, 19 84, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 18th day of June, 19 84.

(seal)


Municipal Clerk

