

Administrator Memo for 200 S. Main Lease.pdf

200 S. Main Street Lease.pdf

MONMOUTH ILLINOIS

Date: July 13, 2023

To: Mayor Rod Davies & Members of the Monmouth City Council

From: Lew Steinbrecher, City Administrator

RE: Lease of 200 South Main Street

Attached please find a proposed lease with Coraima Rodriguez, owner of the Supermercado Cuatro Hermanos, a Mexican grocery store and take-out restaurant. This business is presently located on East Archer Avenue next to Vickroy's Furniture in the Meks on Main building, owned by Tiffany Cole. Ms. Rodriguez owns the former Dr. Lee Building at 319 North Main Street and is in the process of renovating the interior for her grocery store and take-out restaurant but needs to move out of Tiffany Cole's building to accommodate the expansion of the Meks on Main banquet operation.

Ms. Rodriguez needs to relocate to another space until her commercial property renovations have been completed. She has agreed to an 18-month lease with a 6-month extension, if necessary, in the City-owned Vaughn's Building with a monthly rent of eight hundred (\$800) dollars. The Vaughn's Building became available in January when Axel Borja closed his Merkadito Mexican Restaurant just before New Years and vacated the premises during the first week in January.

LEASE

This Lease is made between CITY OF MONMOUTH, as LESSORS, and CORAIMA RODRIGUEZ as LESSEE.

LESSORS hereby leases to LESSEE and LESSEE hereby rents from LESSORS, the space presently constituted known as 200 South Main Street, Monmouth, Illinois, referred to below as the premises, said space being only the lower level of the two (2) story building, situated at the above address.

SECTION I TERM

The space is leased for a term of eighteen (18) months commencing on September 1, 2023, and ending on February 28, 2025, or on such time and date as this Lease may terminate as provided below. This lease may be renewed for an additional six (6) months until September 30, 2025. In order for this lease to renew there must be a new written lease signed by both the LESSOR and LESSEE.

SECTION II RENT

The rent due under this lease for the above referenced term is Eight Hundred and NO/100ths (\$800.00) Dollars in advance of the 1st day of each calendar commencing on September 1, 2023, during the term of this Lease.

Additionally, the LESSEE shall pay Eight Hundred and NO/100th (\$800.00) Dollars as Security Deposit, on or before September 1, 2023.

LESSEE agrees to make the rent payments promptly as they become due. LESSEE agrees to pay a penalty of Twenty-five and No/100 (\$25.00) Dollars for payments not received by the LESSORS on or before the 5th day of the month and an additional Ten and No/100 (\$10.00) Dollars per day for every day after the 5th day of the month that rent payment remain unpaid.

LESSEE may vacate premises to terminate this lease at any time during the term of the lease upon a minimum of thirty (30) days written notice to the City Administrator's Office at City Hall.

SECTION III USE AND OCCUPANCY

LESSEE shall use and occupy the premises as a MEXICAN SUPERMERCADO AND TAKE-OUT RESTAURANT and for no other purpose and LESSEE shall be responsible for all licenses and permits required to operate said business lawfully. LESSORS represent that the premises may lawfully be used for such purpose.

**SECTION IV
PLACE FOR PAYMENT OF RENT**

LESSEE shall pay rent, and any additional rent as provided below, to LESSORS at LESSORS' office at 100 East Broadway, Monmouth, Illinois, or to such other places as LESSORS may designate in writing, without demand and without counterclaim, deduction, or setoff.

**SECTION V
CARE AND REPAIR OF PREMISES**

LESSEE shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances on it and all kitchen/dining equipment/furniture in it, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments. All improvements made by LESSEE to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the LESSORS upon installation.

Not later than the last day of the term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSORS, including trade fixtures, cabinet works, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were in the beginning of the term, reasonable wear and damage by fire, elements, casualty or other cause not due to misuse or neglect by LESSEE or LESSEE's agents, servants, visitors or licensees, excepted. All property of LESSEE remaining on the premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by LESSORS, and LESSEE shall reimburse LESSORS for the cost of such removal. LESSORS may have any such property stored at LESSEE's risk and expense.

LESSEE further agrees to remove all snow and ice from all of the sidewalks on the above described premises; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water of waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of LESSEE, the LESSEE shall repair the same at his own expense as well as all damage caused thereby. In case water or water pipes are frozen or become clogged by reason of neglect of LESSOR, the LESSOR shall repair the same at his own expense as well as all damage caused thereby.

The LESSOR shall be responsible for the maintenance, repair and replacement of the furnace, air-conditioning system, and waterworks system should such needs arise. The LESSOR shall do so in a timely fashion.

LESSEE agrees that all signage to be placed on the building by the LESSEE must be approved by the LESSOR and be in compliance with all ordinances for the City of Monmouth.

**SECTION VI
ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

LESSEE shall not, without first obtaining the written consent of LESSORS, make any alterations, additions or improvements in, to or about the premises. The LESSORS will not unreasonably withhold such consent.

**SECTION VII
PROHIBITION AGAINST ACTIVITIES
INCREASING FIRE INSURANCE RATES**

LESSEE shall not do or suffer anything to be done on the premises which will cause an increase in the rate of fire insurance on the building.

**SECTION VIII
ACCUMULATION OF WASTE OR REFUSE MATTER**

LESSEE shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.

**SECTION IX
ABANDONMENT**

LESSEE shall not, without first obtaining written consent of the LESSORS, abandon the premises, or allow the premises to become vacant or deserted.

**SECTION X
ASSIGNMENT OF SUBLEASE**

LESSEE shall not, without first obtaining the written consent of the LESSORS, assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the premises or any part of such premises. This covenant shall be binding upon the legal representatives of LESSEE, and upon every person to whom LESSEE's interest under this Lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate LESSEE or to a transfer of this leasehold interest occasioned by a consideration or merger involving such LESSEE.

**SECTION XI
UTILITIES**

LESSEE shall be responsible for and pay all charges for utilities used on said premises, including electricity, gas and waste removal. LESSEE shall also be responsible for and pay all charges for water and sewer.

**SECTION XII
DAMAGES TO BUILDING**

If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by LESSORS, will equal or exceed twenty (20%) percent of the replacement value of the building exclusive of the foundations just prior to the occurrence of the damage, then LESSORS may, no later than the sixtieth (60th) day following the damage, give LESSEE notice of election to terminate this lease, or if the cost of restoration will equal or exceed twenty (20%) percent of such replacement value and if the premise shall not be reasonably usable for the purposes for which they are leased under this agreement, the LESSEE may, no later than the forty-fifth (45th) day following the damage, give LESSORS a notice of election to terminate this lease. In the event of either such election this lease shall be deemed to terminate on the thirtieth (30th) day after giving of such notice, and LESSEE shall surrender possession of the premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond such date shall be repaid to tenant.

In any case in which use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purposes for which they are leased under this agreement. The words "restoration" and "restore" as used in this Section XI shall include repairs. If the damage results from the fault of the LESSEE, or LESSEE's agents, servants, visitors, or licensees, LESSEE shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that LESSOR receives the proceeds of rent insurance in lieu of such rent.

**SECTION XII
INSURANCE PAYMENTS**

LESSEE shall be responsible for insuring their contents in the building.

Notwithstanding the provisions of this section or Section V of this lease, in any event of loss or damage to the building, the premise and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

**SECTION XIV
EMINENT DOMAIN**

If the cost of restoration as estimated by LESSORS shall amount to less than twenty (20%) percent of the replacement value of the building, or if, despite the cost, LESSORS do not elect to terminate this lease, LESSORS shall restore the building and the premises with reasonable promptness, subject to delays beyond LESSORS' control and delays in the making of insurance adjustments between LESSORS and its insurance carrier, and LESSEE shall have no

right to terminate this lease except as herein provided. LESSORS need not restore fixtures and improvements owned by tenant.

If the premises or any part of the premises or any estate therein, or any other part of the building materially affecting LESSEE's use of the premises, 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 such date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu of such payment, but LESSEE may file a claim for any taking of fixtures and improvements owned by LESSEE, and for moving expenses.

SECTION XV LESSOR'S REMEDIES ON DEFAULT

If LESSEE default in the payment of rent, or any additional rent, or any late fees, or defaults in the performance of any of the other covenants or conditions of this agreement, LESSORS may give LESSEE notice of such default. If LESSEE does not cure any rent, or additional rent, default within ten (10) days, or other default within ten (10) days, after the giving of such notice, if such other default is of such nature that it cannot be completely cured within such period, LESSEE does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then LESSORS may terminate this lease on not less than ten (10) days' notice to LESSEE. On the date specified in the notice the term of this lease shall terminate and LESSEE shall then quit and surrender the premises to LESSORS, but LESSEE shall remain liable as provided in Section XVI. If this lease shall have been so terminated by LESSORS, LESSORS may at any time thereafter resume possession of the premises by any lawful means and remove LESSEE or other occupants and its or their effects.

The LESSEE also agrees to pay reasonable attorney's fees and costs incurred by LESSOR or their successors in interest in enforcing or attempting to enforce the terms of this Lease, said attorney's fees and costs incurred by LESSOR shall become an additional indebtedness owed under the terms of this Lease.

The LESSOR agrees to pay reasonable attorney's fees and costs incurred by the LESSEE in enforcing or attempting to enforce the terms of this Lease.

SECTION XVI MECHANICS' LIEN

LESSEE shall within thirty (30) days after notice from LESSORS discharge any mechanics' liens for materials or labor claimed to have been furnished to the premises on LESSEE's behalf.

SECTION XVII NOTICES

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an

addressed postage paid envelope; if to LESSEE, at the above described building; if to LESSORS, at LESSORS' address as set forth above; or, to either, at such other address as LESSEE and LESSORS, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the seventh (7th) day after mailing of such notice.

**SECTION XVIII
LESSOR'S RIGHT TO INSPECT, REPAIR AND MAINTENANCE**

LESSORS may enter the premises at any reasonable time, upon adequate notice to LESSEE (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on or about the premises or the building, as LESSORS deem necessary or desirable. LESSEE shall have no claim or cause of action against LESSORS by reason of such entry except as provided in Section XIX.

**SECTION XIX
LESSOR'S RIGHT TO SHOW PREMISES**

LESSORS may show the premises to prospective purchasers and lenders and, during the two (2) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to LESSEE.

**SECTION XX
PEACEFUL ENJOYMENT**

LESSORS covenant that if, and so long as LESSEE pays the rent, and any additional rent as herein provided, and performs the covenants of this lease, LESSEE shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this lease.

**SECTION XXI
SAVE HARMLESS**

LESSEE agrees to hold and save LESSOR harmless from any loss, liability, demand or claim of any kind or nature for injury to persons or property as a result of LESSEE's operations on, and use of, the leased premises, except where caused by the negligence of LESSOR, its employees or agents, leased premises for purposes of this section being defined as the building space being leased and the adjacent lot space outside of the building to the closest right of way.

**SECTION XXII
BINDING EFFECT ON SUCCESSORS AND ASSIGNS**

The provisions of this lease shall apply to, bind and inure to the benefit of LESSORS and LESSEE, and their respective heirs, successors, legal representatives and assigns. It is understood that the term "LESSORS" as used in this lease means only the owner, mortgagee in

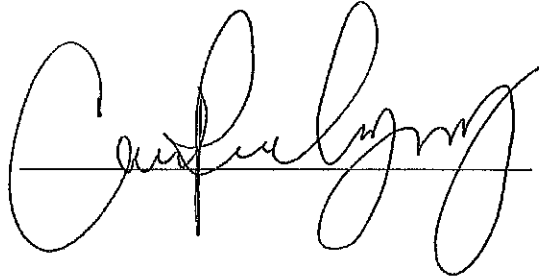
possession or a term Lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgagee shall take possession of the premises, the LESSOR named herein shall be entirely freed and relieved of all covenants and obligations of LESSORS subsequently accruing under this Agreement. It shall be deemed without further agreement that the purchaser, the term Lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the LESSORS under this Agreement.

DATED: _____

LESSOR:

LESSEE:

CITY OF MONMOUTH

A handwritten signature in cursive script, appearing to read "Carl Pulgini", is written over a horizontal line. The signature is fluid and somewhat stylized.