#### Ordinance No. 18-10

# AN ORDINANCE APPROVING A LEASE WITH EIGHTH STREET PARTNERS

### BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

**SECTION 1**: That certain Lease between the South Sangamon Water Commission and Eighth Street Partners, an unsigned copy of which is attached as Exhibit "A," is hereby approved.

**SECTION 2**: That Chairman is authorized and directed to execute said Lease on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.

**SECTION 3**: This Ordinance is effective immediately.

PASSED this 18th day of June, 2018.

CHAIRMAN

ATTEST:	
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Laura Van Brougen Clerk	
′ Clerk	
AYES: 3 Hall, Morris, Bl.	ן ממאמים (
NAYS: O	
PASSED: <u>6/18/2018</u>	
APPROVED: 6/18/2018	
ABSENT: none	

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# **OFFICE LEASE**

This Lease made as of this <u>/</u>E day of <u>J</u>[], 2018\_, by and between EIGHTH STREET PARTNERS (hereinafter referred to as "Landlord") and SOUTH SANGAMON WATER COMMISSION (hereinafter referred to as "Tenant").

### 1. **DESCRIPTION OF PROPERTY:**

The Lessor rents and leases to the Lessee, to occupy and use for office purposes only, the following space in the real estate known as 1300 S. 8<sup>th</sup> St., Springfield, IL 62703, to-wit: the joint space currently occupied as of this date.

## 2. **IMPROVEMENTS:**

All attached improvements are reserved by the landlord. Landlord will furnish no equipment or fixtures.

### 3. **LENGTH OF TENURE:**

The term of this Lease shall begin on July 1, 2018, and continue month to month until terminated on not less than one full calendar month written notice.

#### 4. THE EXTENT OF AGREEMENT:

The terms of this Lease shall be binding on the heirs, executors, administrators and assigns of both Landlord and Tenant, in the same manner as upon the original parties.

### 5. AMOUNT OF RENT:

The Lessee agrees to pay the Lessor an monthly cash rent for the above described space in the amount of \$175.00. This represents one half of the joint space currently occupied by Laura Van Proyen, Clerk of the Commission Tenant.

# 6. **PAYMENT TERMS:**

Monthly cash rent shall be paid on or before the 1<sup>st</sup> day of each calendar month. Rent overdue by more than 15 days shall be subject to a monthly fee of \$25.00 until paid.

### 7. LANDLORD AGREES TO FURNISH:

- (a) The space as currently occupied by the tenant.
- (b) All utilities except internet, telephone and facsimile machine.
- (c) twice a week janitorial services
- (d) Use of the common areas and parking as needed.

### 8. TENANT AGREES TO FURNISH:

- (a) Rents when due;
- (b) its own equipment and fixtures;
- (c) Internet services, telephone and facsimile equipment and services if needed.

#### 9. **ADDITIONAL AGREEMENTS:**

- (a) Tenant shall make no improvements or building changes without the express permission of the Landlord.
- (b) Insure its own personal property.

### NOTICE:

All communications, notices, elections, demands and requests for prior approval of any kind which either party may be required or desire to give or serve upon the ether party shall be made in writing and hand delivered:

To Lessor: C/O Duane Young, Partner, 1300 S. 8th St., Springfield II 62703

To Tenant: C/O Laura Van Proyen, Clerk, 1300 S. 8th St., Springfield IL 62703

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed on its behalf, and Tenant has affixed its authorized signature, all as of the  $\frac{18}{2}$  day of June, 2018.

EIGHTH STREET PARTMERS, Landlord

SOUTH SANGAMON WATER

Chairman

COMMISSION

Ву

Partner

## **ORDINANCE CERTIFICATE**

STATE OF ILLINOIS	)
	) SS
COUNTY OF SANGAMON	)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 18-10 adopted by the Commission on the 18<sup>th</sup> day of June, 2018, said Ordinance being entitled:

# AN ORDINANCE APPROVING A LEASE WITH EIGHTH STREET PARTNERS

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 18th day of June, 2018.

Saura VouPreuge

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