

RESOLUTION NO. T- 2022-03-006R

Resolution Authorizing the Supervisor to Sign a Lease Agreement with the Channing Murray Foundation for Cooler Space on Behalf of Solidarity Gardens CU

WHEREAS, Solidarity Gardens CU is a collaborative project initiated by the Cunningham Township Supervisor's Office with the mission to grow and gather healthy food and nourish creative community in Urbana-Champaign by coordinating residents and affiliate gardens through land access, education, events, funding, supplies, and volunteer support; and

WHEREAS, Solidarity Gardens CU produces thousands of pounds of produce each year to distribute for free to neighbors in need; and

WHEREAS, Solidarity Gardens CU is in need of cooler space to safely store fresh vegetables prior to distribution; and

WHEREAS, the Channing Murray Foundation as purchased and installed a walk in cooler in the Red Herring Vegetarian Restaurant, funded by the Community Foundation, Channing Murray Foundation, and Solidarity Gardens CU; and

WHEREAS, both parties seek a method to share the walk-in cooler for Channing Murray Foundation and Solidarity Gardens CU purposes;

NOW THEREFORE BE IT RESOLVED by the Township Board of The Town of Cunningham that the Resolution Authorizing the Township Supervisor to Execute a Lease Agreement with the Channing Murray Foundation for Cooler Space on Behalf of Solidarity Gardens CU is approved and authorizes the Supervisor of the Town of Cunningham to sign said Agreement.

Approved this 14th Day of March, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Phyllis Clark, Town Clerk

Diane Wolfe Marlin, Chair

LEASE AGREEMENT

For the walk-in cooler at 1209 W. Oregon St. Urbana, IL 61801

THIS AGREEMENT is made and entered into by and between CHANNING-MURRAY FOUNDATION (CMF), and CUNNINGHAM TOWNSHIP (CTSO) who is the fiscal sponsor of SOLIDARITY GARDENS-CU (SGCU).

WITNESSETH

WHEREAS, Channing-Murray Foundation owns a walk-in cooler (hereinafter “the walk-in”),

WHEREAS, Solidarity Gardens-CU desires to use a portion of the walk-in cooler for storing donated produce,

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Use of Property

CMF agrees to lease half of its storage capacity of the walk-in cooler (referred to as “the property”) to CTSO for its exclusive use as storage for locally grown produce donated through the Solidarity Gardens program.

CTSO agrees to pay CMF, the annual sum of one dollar (\$1.00) as rent for the use of the walk-in, payable in advance on the 1st day of April of each year.

2. Term of Agreement

The initial term of the Agreement is one (1) year from the date the Agreement is signed by both parties. Following the initial term, this Agreement will be automatically renewed for successive one-year periods, unless either party requests termination of the Agreement in writing, not less than ninety (90) days prior to termination of the current term.

CMF reserves the right to order the sale of all or any portion of the property at any time. Upon termination of this Agreement, CTSO will return the property to CMF in a neat and orderly condition and in its original state.

3. Maintenance, Repair, and Rules

- 1) CMF will notify CTSO if the walk-in needs repaired, if its repairs will disrupt harvest and storage plans.

- 2) CMF is solely responsible for regular maintenance and repairs.
- 3) CMF shall be eligible to apply to CTSO's SGCU Fund for funds for maintenance and/or repairs, but such funds are not guaranteed.
- 4) CMF staff will dictate a schedule for drop-off of produce donations intended for storage in the walk-in cooler and will communicate this schedule to CTSO and SGCU leadership.

4. Hold Harmless

CTSO hereby agrees to protect, indemnify, hold and save harmless, and defend CMF, its agents, employees, and elected officers, against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, proximately caused or proximately arising out of negligent acts or omissions to act by CTSO in connection with its performance under the terms of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of CTSO or its subcontractors. CTSO further agrees to hold and save harmless CMF against any and all liability for acts of vandalism, destructive events, or any other loss or claim that occurs in connection with use of the property.

5. Modifications of Lease

CMF and CTSO agree that no modification to this Agreement will be effective unless in writing and executed by both CMF and CTSO.

6. Notices and communications

Notices and communications under this Agreement shall be sent to the respective parties as follows:

TO CMF: Emily McKown, Executive Director
 1209 W. Oregon St. Urbana, IL 61801

TO CTSO: Danielle Chynoweth, Cunningham Township Supervisor
 205 W. Green St., Urbana, IL 61801

10. This Agreement shall be effective as of the date executed by the CMF.

CMF

BY: _____

DATE: _____

ATTEST: _____

DATE: _____

CTSO

BY: _____

ATTEST: _____

DATE: _____