

city

CITY OF LE ROY

ILLINOIS

ORDINANCE NO. 265

AN ORDINANCE PROVIDING FOR THE LEASE OF MUNICIPAL PROPERTY
OF THE CITY OF LE ROY, ILLINOIS.

ADOPTED BY THE CITY COUNCIL OF THE

CITY OF LEROY, ILLINOIS

THIS 17th DAY OF February, 1986.

Published in pamphlet form by authority
of the City Council of the City of LeRoy,
McLean County, Illinois, this 18th day
of February, 1986.

AN ORDINANCE PROVIDING FOR THE LEASE OF MUNICIPAL PROPERTY OF THE CITY OF LEROY, ILLINOIS.

WHEREAS, The City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, has negotiated an agreement with LeRoy Community Unit School District 2 of McLean and DeWitt Counties (hereinafter referred to as LEROY SCHOOL DISTRICT), said agreement being more fully provided for in that written lease attached hereto and incorporated herein by reference; and,

WHEREAS, in accordance with said proposed agreement for the lease of real estate, said written agreement must be approved by the City of LeRoy and executed by the appropriate city officers on behalf of the City of LeRoy, and must be approved by the Board of Education of the LEROY SCHOOL DISTRICT and executed by its appropriate officers before it may become binding on both parties,

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

Section 1. That the written lease agreement attached hereto, marked "Attachment I", is hereby approved by the corporate authorities of the City of LeRoy, Illinois, and the Mayor and City Clerk are hereby directed to execute said lease forthwith.

Section 2. That the authority to enter into said lease is derived under Chapter 24, P. 11-76-1, Illinois Revised Statutes 1983 (as amended), and that this ordinance must be passed by 3/4ths of the corporate authorities of the City of LeRoy, Illinois, before it may become effective. The City of LeRoy has in all respects complied with the laws of the State of Illinois regarding lease of the property described in Attachment I.

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 17th day of February, 1986.

Aldermen elected 6
Aldermen present 6

AYES Patrick Derby, Gary Builta, Michael Hanafin, Jerry Davis, Michael Hillard
NAYS None David King

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

Approved by the Mayor of the City of
LeRoy, Illinois, this 17th day of
February, 1986.

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

ATTEST:

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

LEASE

THIS LEASE is made this 17th day of February, 1986,
at LeRoy, Illinois, between the City of LeRoy, McLean County,
Illinois, an Illinois municipal corporation, hereinafter referred
to as "CITY", and LeRoy Community Unit School District 2 of McLean
and DeWitt Counties, a unit school district organized under the
laws of the State of Illinois, having its principal place of
business at LeRoy, Illinois, hereinafter referred to as "LEROY
SCHOOLS";

WITNESSETH:

That in consideration of the mutual promises and covenants
hereinafter set forth, the CITY and LEROY SCHOOLS agree as
follows:

1. Premises. The CITY hereby leases to LEROY SCHOOLS, and
LEROY SCHOOLS hereby leases from CITY, those parts of the premises
legally described as:

East ten (10) feet of right-of-way of Mill Street from the South right-of-
way line of East Center Street to the North right-of-way line of East Pine Street
in the City of LeRoy, County of McLean, State of Illinois.

2. Purpose. This is an intergovernmental cooperation
agreement as provided for under the constitution and laws of the
State of Illinois and the parties hereto agree that LEROY SCHOOLS
shall use and occupy the premises on a part-time and as needed
basis for purposes of providing additional motor vehicle parking
facilities for students and other persons attending classes at
the LeRoy High School and LeRoy Middle School located at 505 East
Center and 600 East Pine Streets, LeRoy, Illinois, and for students and
others from time to time attending other school events such as
athletic and social activities, or conducting business with
agents and employees of LEROY SCHOOLS.

3. Term and Rental. The term of this Lease shall commence on the 17th day of February, 1986, and shall terminate on the 16th day of February, 1987. The rental payable during the term hereunder shall be the sum of One Dollar (\$1.00), payable on the first day of the lease term.

4. Covenants of Lessor - CITY. CITY hereby covenants and agrees with LEROY SCHOOLS as follows:

A. That LEROY SCHOOLS shall have jurisdiction over the leased premises for purposes of enforcing all regulations and rules of the school district regarding use of vehicles by students and others attending classes, social and athletic events sponsored by the school or held under the auspices of the school district, or conducting business on the premises of the school district located at 505 East Center Street and 600 East Pine Street, LeRoy, Illinois;

B. That CITY shall maintain in a reasonable manner and weather permitting all public accesses immediately adjacent to the leased premises thereon.

5. Covenants of Lessee - LEROY SCHOOLS. LEROY SCHOOLS hereby covenants and agrees with CITY as follows:

A. That LEROY SCHOOLS shall keep the leased premises in a neat and orderly manner, and shall be responsible for enforcing all rules and regulations of the school district regarding parking of vehicles on the leased premises during normal school hours and other times when school events or school sessions, such as athletic events, social events and extra-curricular activities, are in session.

6. Insurance. LEROY SCHOOLS covenants and agrees to obtain and maintain for the term of this Lease, at the school district's expense, public liability insurance to protect against liability incident for the use of or resulting from any accident occurring in or on the leased premises that may relate to the use of the

leased premises by LEROY SCHOOLS. Said policy shall show CITY as an additional named insured, provided that no additional premium is charged therefor.

7. Breach of Lease. The breach by CITY or LEROY SCHOOLS of any covenant or agreement contained in any paragraph or provision of this Lease shall constitute a material breach of this Lease agreement, and shall entitle the non-breaching party to terminate this Lease; provided, however, that prior to such termination the non-breaching party shall notify the breaching party, in writing, by certified mail, return receipt requested, of the nature of the breach and shall grant the breaching party a period of fifteen (15) days from the date of service of such notice to remedy or cease such breach, and upon such remedy or cessation by the breaching party shall waive the right to terminate for such breach. In the event that the breach is such that it cannot be remedied within said fifteen-day period, the non-breaching party shall waive its right to terminate for such breach if corrective actions are commenced within such period and diligently pursued to completion by the breaching party.

8. Surrender Upon Expiration and Rental After Expiration. LEROY SCHOOLS covenants and agrees that, subject to a renewal or extension of the initial lease term herein, the school district shall deliver over the premises hereby let upon termination of its tenancy, or upon default of the payment of rent or other breach of this Lease agreement, and that CITY shall have the right to enter and take possession of the premises, without process of law, upon breach by LEROY SCHOOLS of any covenants herein set forth. Further, both parties hereto agree that the right of the public to park upon the premises from time to time is not excluded by the granting of this Lease and that the granting of this Lease shall be considered to vest authority in the school district to impose its rules and regulations over all vehicles parked upon the leased premises in regard to school business, attendance at classes and school functions, and other such matters related to the school district's normal purposes and affairs.

9. Findings of the Corporate Authorities of the City of LeRoy and the Board of Education of LEROY SCHOOLS. The corporate authorities of the City of LeRoy, Illinois, find that this Lease agreement is appropriate and necessary for the best interests of the City of LeRoy and its citizens. The Board of Education of LEROY SCHOOLS finds that this Lease agreement is necessary, appropriate and required for the use of the school district and is in the best interests of the taxpayers of the school district as well as the students, teachers, and other employees of the school district and in the best interests of the public.

10. Renewal or Extension. This Lease agreement or any extension thereof shall be automatically renewed in the event CITY fails to notify LEROY SCHOOLS not less than sixty (60) days prior to the expiration of the Lease that the Lease shall terminate; said failure to give such notice shall automatically extend this Lease agreement for a period of one (1) year and additional rental at the rate of One Dollar (\$1.00) per year shall be due on the first day of the new Lease in such event.

11. Notices. Any notices that the CITY may desire or be required to serve upon LEROY SCHOOLS shall be deemed served when deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed to LEROY SCHOOLS as follows:

Office of the Superintendent
LeRoy Community Unit School District 2
600 East Pine St.
LeRoy, Illinois 61752,

and any notices which LEROY SCHOOLS may desire or be required to serve upon CITY shall be deemed served upon deposit of the same in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed to CITY as follows:

City Clerk
LeRoy City Hall
LeRoy, Illinois 61752.

Both CITY and LEROY SCHOOLS reserve the right to change their respective addresses for notice purposes by so advising the other party in writing in keeping with this paragraph.

12. Binding Effect. This Lease agreement, when fully executed and approved, shall be binding upon and inure to the benefit of the parties hereto, their assigns and successors in interest, as the case may be.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease agreement as of the date and year first above written.

CITY OF LEROY, McLean County,
Illinois

By *Jack W. Moss*
Mayor

ATTEST:

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

BOARD OF EDUCATION, LEROY COMMUNITY
UNIT SCHOOL DISTRICT No. 2, McLean
and DeWitt Counties, Illinois.

By *Randy E. Sigler*
President

ATTEST:

Jerald R. Mathews
Secretary

CERTIFICATE

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

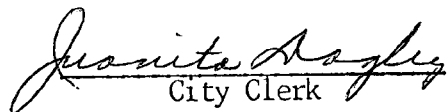
I further certify that on February 17, 1986, the Corporate Authorities of such municipality passed and approved Ordinance No. 265, entitled AN ORDINANCE PROVIDING FOR THE LEASE OF MUNICIPAL PROPERTY OF THE CITY OF LE ROY, ILLINOIS

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

The pamphlet form of Ordinance No. 265, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the City hall, commencing on February 18, 1986, 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 City Clerk.

DATED at LeRoy, Illinois, this 18th day of February, 1986.

(SEAL)


City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF MC LEAN)

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

That said ordinance was adopted by the Mayor and City Council of the City of Le Roy at a regular meeting on the 17th day of February, 1986, and that a faithful record of said ordinance has been made in the record books.

In Witness Whereof, I have hereunto set my official hand and seal of office this 18th day of February, 1986.

Juanita Dagley
City Clerk

(Seal)