

CITY OF LeROY  
COUNTY OF McLEAN  
STATE OF ILLINOIS

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ORDINANCE NO 3511

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

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 5th DAY OF September, 19 89

PRESENTED: September 5, 1989

PASSED: September 5, 1989

APPROVED: September 5, 1989

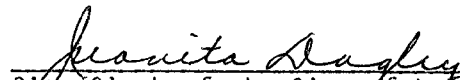
RECORDED: September 5, 1989

PUBLISHED: September 5, 1989  
In Pamphlet Form/~~In Newspaper~~

Voting "Aye" 5  
Voting "Nay" 0

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The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

  
\_\_\_\_\_  
City Clerk of the City of LeRoy,  
McLean County, Illinois

(SEAL)

Dated: September 5, 1989

AN ORDINANCE PROVIDING FOR THE LEASE OF MUNICIPAL PROPERTY OF THE CITY OF LE ROY, 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 LE ROY 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 LE ROY 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 1," 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, 1985 (as amended), and that this ordinance must be passed by 3/4 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 1.

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.

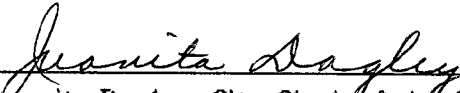
PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 5th day of September, 1989.

Aldermen elected 6


Aldermen present 5

AYES Steve Dean, Gary Builta, Randy Zimmerman, William Swindle, Jon Winston

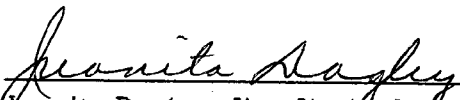
NAYS None

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

Approved by the Mayor of the City of  
LeRoy, Illinois, this 5th day of  
September, 1989.

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

ATTEST:

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

## LEASE

THIS LEASE is made this 7th day of August, 1989, 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 "LE ROY SCHOOLS";

### WITNESSETH:

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

1. Premises. The CITY hereby leases to LE ROY SCHOOLS, and LE ROY 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 LE ROY 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 LE ROY SCHOOLS.

3. Term and Rental. The term of this lease shall commence on the 21st day of August, 1989, and shall terminate on the 29th day of May, 1990. 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 LE ROY SCHOOLS as follows:

A. That LE ROY 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, from the hours of 7:00 a.m. to 11:00 p.m. daily Monday through Saturday;

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

Office of the Superintendent  
LeRoy Community Unit School District No. 2  
600 East Pine Street  
LeRoy, Illinois 61752,

and any notices which LE ROY 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:

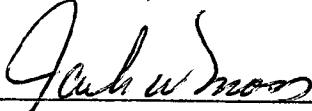
City Clerk  
LeRoy City Hall  
LeRoy, Illinois 61752.

Both CITY and LE ROY 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.

11. 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 LE ROY, McLean County, Illinois

By:   
Mayor

ATTEST:

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

BOARD OF EDUCATION, LE ROY COMMUNITY  
UNIT SCHOOL DISTRICT NO. 2, McLean and  
DeWitt Counties, Illinois

By: \_\_\_\_\_  
President



**ATTEST:**

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**Secretary**

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 September 5, 1989, the Corporate Authorities of such municipality passed and approved Ordinance No. 351, entitled:

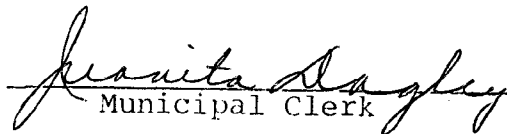
AN ORDINANCE PROVIDING FOR THE LEASE OF MUNICIPAL PROPERTY OF THE CITY OF LE ROY, ILLINOIS,

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

The pamphlet form of Ordinance No. 351, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on September 5, 1989, 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 5th day of September, 1989.

(seal)

  
Municipal Clerk



## LEASE

THIS LEASE is made this 7th day of August, 1989, 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 "LE ROY SCHOOLS";

### WITNESSETH:

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A. That LE ROY 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, from the hours of 7:00 a.m. to 11:00 p.m. daily Monday through Saturday;

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

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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 LE ROY SCHOOLS. Said policy shall show CITY as an additional named insured, provided that no additional premium is charged therefor.

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Office of the Superintendent  
LeRoy Community Unit School District No. 2  
600 East Pine Street  
LeRoy, Illinois 61752,

and any notices which LE ROY 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 LE ROY 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.

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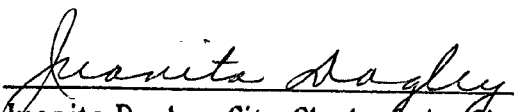
IN WITNESS WHEREOF, the parties hereto have duly executed this lease agreement as of the date and year first above written.

CITY OF LE ROY, McLean County, Illinois

By: \_\_\_\_\_

  
Mayor

ATTEST:

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

BOARD OF EDUCATION, LE ROY COMMUNITY  
UNIT SCHOOL DISTRICT NO. 2, McLean and  
De Witt Counties, Illinois

By: \_\_\_\_\_

  
President



ATTEST:

Keith Morgan  
Secretary