

## ORDINANCE NO. 3206

STATE OF ILLINOIS  
CITY OF COLUMBIA  
FILED FOR RECORD

**AN ORDINANCE APPROVING EXTENSION OF A LEASE  
FOR A PAVILION AT AMERICAN LEGION MEMORIAL PARK  
BY THE CITY OF COLUMBIA, ILLINOIS TO AMERICAN  
LEGION POST 581**

OCT - 5 2015

  
Abby Stapp  
City Clerk

WHEREAS, the City of Columbia, Illinois, (hereinafter, "the City"), is a municipal corporation and body both corporate and politic created and existing in and by virtue of the laws of the State of Illinois located in Monroe and St. Clair counties, Illinois;

WHEREAS, the City, pursuant to Sections 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), has the power to authorize any municipal officer to make leases for terms not exceeding 2 years in any manner as they may determine; and

WHEREAS, the City desires to extend its current lease to and the Legion desires to lease from the City the pavilion located at 375 Locust Street, Columbia, Monroe County, Illinois ("Property"), pursuant to that certain lease ("Lease") between the City and American Legion Post 581 (a copy of which is attached hereto and incorporated herein as Exhibit "A"); and

WHEREAS, the City Council has determined that the lease of the Property by the Legion and the ongoing recreational use thus provided will benefit the public.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The Contract for the lease extension of the Property is hereby adopted.

**Section 3.** The Mayor is hereby authorized and directed to sign the Contract on behalf of the City.

**Section 4.** This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

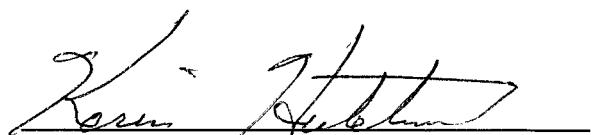
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis, Holtkamp and Martens.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 5th day of October, 2015.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

## **LEASE EXTENSION FOR PAVILION IN AMERICAN LEGION MEMORIAL PARK**

This Lease is made and entered into this 5th day of October, 2015, by and between the City of Columbia, Illinois, an Illinois municipal corporation, 208 S. Rapp Ave., Columbia, Illinois, 62236, (hereinafter referred to as the "Lessor") and Columbia Post No. 581, American Legion Department of Illinois, an Illinois Not-for-Profit Corporation, 375 Locust, P.O. Box 433, Columbia, Illinois 62236 (hereinafter referred to as the "Lessee").

WHEREAS, the Lessor owns a public park, which is used for public purposes; and

WHEREAS, a pavilion is located in the public park; and

WHEREAS, Lessee has leased the pavilion from the Lessor and managed the pavilion for the past two (2) years; and

WHEREAS, Lessee, in exchange for the right to manage the pavilion, has agreed to perform maintenance and repairs to the pavilion.

### **WITNESSETH:**

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Pavilion ("Premises") on Lessor's property located at 375 Locust Street, Columbia, Illinois, said property more particularly described as follows:

Lot 2 of "COLUMBIA AMERICAN LEGION MEMORIAL PARK, A FINAL SUBDIVISION PLAT, BEING A SUBDIVISION OF PART OF TAX LOT 5 OF U.S. SURVEY 417 AND PART OF TAX LOT 109-B OF THE WEST ½ OF FRACTIONAL SECTION 15 ALL IN TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded November 26, 2002 in Plat Envelope 2-158B as Document #266777.

Situated in the County of Monroe and the State of Illinois.

The Premises shall only include the pavilion and the real property immediately surrounding the pavilion. The Premises do not include the entire Lot 2.

2. Term. The term of this Lease is for two (2) years, commencing on the date noted in the first paragraph above, and terminating on the second anniversary of that date.

3. Use of Premises. The use of the Premises shall be as a pavilion that is open to the general public. The Lessee shall have the authority to manage the pavilion, which may include, but not be limited to, managing reservations for the pavilion and establishing reasonable rules, regulations and fees, for the use of the pavilion. Any rule, regulation or fee that the Lessor deems unreasonable may be stricken by a vote of not less than  $\frac{3}{4}$  of the City Council of the City of Columbia.

4. Assignment and Subletting. This lease is non-assignable by Lessee without the written consent of Lessor. Lessee shall not sublet the demised premises, or any part thereof, without the written consent of the Lessor; provided, however, that this provision shall not prohibit

Lessee from renting the pavilion to users in compliance with this Lease and any rules and regulations established by Lessee.

5. Maintenance and Repairs. Lessee shall, at its own cost and expense, keep and maintain the Premises in good condition and repair during the term of this Lease and any renewal thereof.

6. Utilities. Lessee shall be responsible for the cost of electricity used at the pavilion as measured by meter 93934170 and billed through Ameren Illinois.

7. Care of Premises. Lessee agrees to commit no act of waste, and further agrees to take good care of the Premises. Lessee shall, in the use of the Premises, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments.

8. Remedies on Default. If either party defaults in the performance of any covenant or condition hereof, the non-defaulting party may give notice of such default to the other party, and if the other party does not cure the default within thirty (30) days, after the giving of such notice, then the non-defaulting party may terminate this Lease.

9. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given if delivered, if to the Lessor, personally or sent by certified mail, to the City Clerk at City Hall, 208 S. Rapp Ave., Columbia, Illinois, 62236, or, if to the Lessee, to the Lessee's address set forth in the first paragraph on the first page; or, to either at such other address as Lessee or Lessor respectively may designate in writing. Notice shall be deemed to have been given if delivered personally, on delivery thereof, and if by certified mail, on the day immediately following the mailing thereof (unless no mail delivery occurred on that following day, in which case the notice shall be deemed to have been given on the day that mail delivery next occurs).

10. Insurance of Property. Lessee shall maintain a policy of liability insurance on the Premises, issued by an established and reputable insurer, which names Lessor as an additional insured. The Lessee shall deliver to the Lessor the Lessee's insurer's certificate of such liability insurance, showing that the Lessor has been named as an additional insured on that policy of liability insurance. The limit of that policy of liability insurance shall be at least \$1,000,000.

11. No Other Representations. No representations or promises shall be binding upon the parties hereto except those representations and promises contained in this Agreement.

12. Applicability to Successors and Assigns. Provisions of this lease shall apply to, bind and inure to the benefit of Lessor and Lessee and their respective successors, legal representatives and assigns.

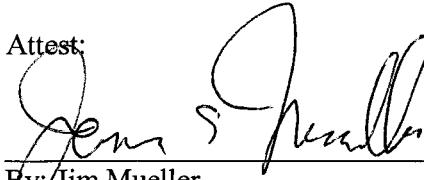
13. Time of Essence. Time is of the essence of this lease.

14. Governing Law. This Lease and terms hereof shall be governed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the said parties have duly executed this Lease Extension on October 5, 2015.

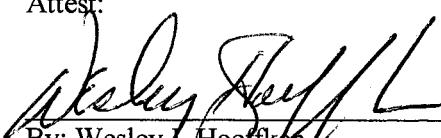
Columbia Post No. 581, American Legion  
Department of Illinois

  
By: E. James Vogt  
Title: Commander

Attest:  
  
By: Jim Mueller  
Title: Adjutant

City of Columbia

  
By: Kevin Hutchinson  
Title: Mayor

Attest:  
  
By: Wesley J. Hoefken  
Title: City Clerk