

**ORDINANCE NO. 3350**

**AN ORDINANCE APPROVING EXTENSION OF A LEASE  
FOR A PLAYGROUND BY THE CITY OF COLUMBIA,  
ILLINOIS FROM AMERICAN LEGION POST 581**

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 Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), has the power to lease real property for public purpose; and

WHEREAS, the City desires to lease from American Legion Post 581 ("the Legion") and the Legion desires to lease to the City the playground ("Property") located on its property, pursuant to the Lease Extension for Playground ("Lease Extension"), 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 City and its ongoing recreational use will provide benefit to 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 Lease Extension for 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 Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Agne, and the roll call vote was as follows:

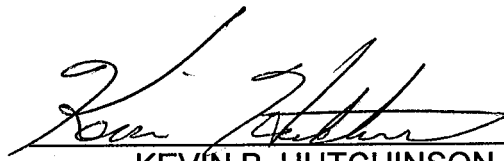
YEAS: Aldermen Ebersohl, Agne, Niemietz, Huch, Reis, Holtkamp and Martens.

NAYS: None.

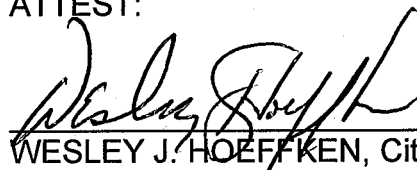
ABSTENTIONS: None.

ABSENT: Alderman Roessler.

PASSED by the City Council and APPROVED by the Mayor this 16<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**LEASE EXTENSION FOR PLAYGROUND IN AMERICAN LEGION MEMORIAL PARK**

This Lease is made and entered into this 16th day of October, 2017, by and between Columbia Post No. 581, American Legion Department of Illinois, of 375 Locust, P.O. Box 433, Columbia, Illinois 62236 (hereinafter collectively referred to as "Lessor") and the City of Columbia, Illinois, an Illinois municipal corporation, 208 S. Rapp, Columbia, Illinois, 62236, (hereinafter referred to as the "Lessee").

WHEREAS, the Lessee's purpose, in occupying and using the land described below, is to provide a playground for children in the community;

WHEREAS, the Lessee's occupying and using the land, to accomplish that goal, serves a public purpose;

WHEREAS, the Lessee's accomplishing that goal depends on the Lessee's being able to occupy the land and to make the land available for public use; and

WHEREAS, the Lessor agrees to provide the playground to the Lessee in exchange for the Lessee's obligation to maintain the playground on the land.

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the playground ("Premises") on Lessor's property described as follows:

Lot 3 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 3<sup>RD</sup> 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 playground and the real property immediately under the playground, as well as reasonable access from the Lessee's adjoining property. The Premises do not include the entire Lot 3.

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 Premises may be used and occupied exclusively by Lessee as a playground for the general public. The Lessee may establish and enforce reasonable rules for the proper and safe use of the Premises and may post such rules for notification to the general public.

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.

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. 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.

7. 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.

8. 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 Lessee, personally or sent by certified mail, to the City Clerk at City Hall, 208 S. Rapp Ave., Columbia, Illinois, 62236, or, if to the Lessor, to the Lessor'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).

9. 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.

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


11. 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.

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

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

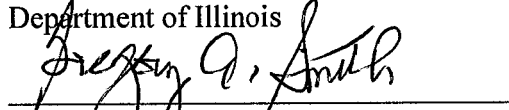
IN WITNESS WHEREOF, the said parties have duly executed this Lease Extension on October 16, 2017.

City of Columbia



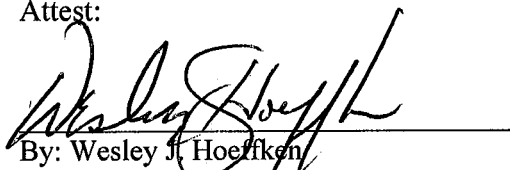
By: Kevin B. Hutchinson  
Title: Mayor

Columbia Post No. 581, American Legion  
Department of Illinois



By: Greg A. Smith  
Title: Commander

Attest:



By: Wesley J. Hoeffken  
Title: City Clerk

Attest:



By: Charles Starkey  
Title: Adjutant