

ORDINANCE NO. 7798

AN ORDINANCE AUTHORIZING LEASE
BETWEEN CITY OF BELLEVILLE, ILLINOIS
AND ART ON THE SQUARE FOUNDATION, INC.

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Section 1. Pursuant to Section 11-76-1 of the Illinois Municipal Code, this City Council, finding that the City's property located at 30 Public Square, Belleville, Illinois is unnecessary for its use, authorizes the lease of such property to Art on the Square Foundation, Inc., in the best interest of the City, on the terms and conditions set forth in the Lease attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Lease substantially in the form of Exhibit A attached and approved by the City Attorney.

Section 3. This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of July, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	<u> X </u>	<u> </u>
Ken Kinsella	<u> X </u>	<u> </u>
Janet Schmidt	<u> X </u>	<u> </u>
Melinda Hult	<u> A </u>	<u> B </u>
Kent Randle	<u> X </u>	<u> </u>
Arnold "Gabby" Rujawitz	<u> X </u>	<u> </u>
Johnnie Anthony	<u> X </u>	<u> </u>
James Davidson	<u> X </u>	<u> </u>
Joseph W. Hayden	<u> X </u>	<u> </u>
Phillip Silsby	<u> X </u>	<u> </u>
Paul Seibert	<u> X </u>	<u> </u>
Bob White	<u> X </u>	<u> </u>

Lillian Schneider
Trent Galetti
Joe Orlet
James Musgrove

<u>X</u>	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of July, 2014.

Mark W. Ecken
MAYOR

ATTEST:

Della B. Cook
CITY CLERK

LEASE

THIS LEASE, made this 21~~st~~ day of July, 2014 by and between the City of Belleville, Illinois, of 101 South Illinois Street, Belleville, Illinois 62220, hereinafter designated as "Lessor", and Art on the Square Foundation, Inc., an Illinois Non-Profit Corporation, of 30 Public Square, Belleville, Illinois 62220, hereinafter designated as "Lessee".

ARTICLE I: Premises/Term

A. Leased Premise. Lessor hereby leases to Lessee the property located at 30 Public Square, Belleville, Illinois, together with all improvements thereon.

B. Term. The term of this Lease shall be the period from August 1, 2014 through and including July 31, 2019, unless terminated earlier as provided herein. Furthermore, provided that Lessee continues to annually operate the Art on the Square festival, this Lease shall automatically renew for three (3) successive five (5) year terms thereafter unless Lessor or Lessee provides written notice of termination to the other party at least ninety (90) day prior to the expiration of the then-current term.

ARTICLE II: Rent; Security Deposit

A. Basic Rent. Lessee shall pay Lessor rent in the amount of One Dollar (\$1.00) per year, to be paid on or before the 1st day of August of each year, for the term hereof.

B. Place of Payment. Lessee shall pay the rent at Lessor's address, 101 South Illinois Street, Belleville, Illinois 62220; or at such other place as Lessor may designate in writing to Lessee.

ARTICLE III: Use and Care of Premises

A. Use. The premises shall be used solely for Lessee's office and event space, and no other purpose without Lessor's written consent duly approved by the Lessor.

B. Care. Lessee will keep the premises in good order with general maintenance of the building and surrounding property, and will surrender the premises upon expiration or termination of this Lease, in as good a condition as now existing, ordinary wear and tear excepted, and excepting damage by fire, or unavoidable accident, or causes not due to Lessee's act or negligence, and excepting damage by an Act of God.

C. Limitations. Lessee shall not use the premises nor permit any part thereof to be used for any illegal or immoral purpose nor shall Lessee violate or permit the violation of any laws, regulations, or ordinances, prescribed by any public authority relating to the condition or use of said premises. Lessee shall not abuse walls, ceilings, partitions, floors, wood, or stone, nor use plumbing for any other purpose than that for which constructed, nor make or permit any noise or odor objectionable to the public; nor create, maintain, or permit a nuisance thereon.

D. Alterations/Repairs. Other than structural repairs, Lessor shall not be under any obligation to make any alterations or repairs to the demised premises or to articles belonging to Lessee located herein. However, all alterations, additions or improvements upon the premises, no matter by whom made, shall, unless Lessor requests their removal, at the termination of this Lease become the property of Lessor and shall remain upon and be surrendered with the premises as a part thereof.

E. Renovation. Lessee is responsible for any and all renovation to the demised premises (other than structural repairs), and such work shall be done only after receipt of Lessor's written consent duly approved by Lessor; however, such consent shall not be unreasonably withheld by Lessor.

ARTICLE IV: Indemnity and Insurance

A. Bodily Injury and Property Damage. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damages to property arising from or out of the occupancy or use by Lessee of the leased premises or any part thereof or any other part of Lessor's property, or occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, contractors, or employees.

B. Risk, Fire, Water, etc. Lessor shall not be liable for any loss or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow, gas or electricity, or any breakage in pipes, appliance, or plumbing, or breakage or leakage, or obstruction of pipes, nor for damage from any other source. Lessee shall fully insure the premises from damage caused by fire and such coverage shall extend to its full value.

C. Insurance. Lessee shall procure and maintain policies of insurance at Lessee's own cost and expense, insuring Lessor and Lessee from all claims, demands, actions for injury or death of any person in an amount of not less than One Million Dollars (\$1,000,000.00) made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the demised premises. Such insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to Lessor. The original insurance policies or certificates thereof, together with satisfactory evidence of payment therefor, shall be deposited with Lessor. Lessor shall be named as an additional insured.

ARTICLE V: Utilities

Lessor shall pay for basic utilities supplied to the demised premises during the term of this Lease.

ARTICLE VI: Access to Premises

Lessor reserves the right, by Lessor's agents and employees, at any time or times, without abatement of rent, to enter upon and inspect the premises, and to run therein telephone and other electrical wires and other conduits, tubes, and pipes, and to make repairs, additions and alterations deemed necessary by the Lessor for the safety and preservation or restoration of the building in which premises are located.

ARTICLE VII: No Assignment and Subletting

Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet said premises or any other part hereof, nor permit occupancy or use by anyone with, through our under Lessee. Neither this Lease, nor any interest herein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

ARTICLE VIII: Default and Termination

A. Defaults. Each of the following, by way of example and not by way of limitation, shall be deemed a default by Lessee and a breach of this Lease:

- (1) A default in the payment of rent herein reserved, or any part thereof, for a period of ten (10) days;
- (2) A default in the performance of any other covenant or condition of this Lease on the part of Lessee to be performed for a period of ten (10) days after notice thereof by Lessor.

B. Termination for Default. In the event of any default of Lessee, at any time thereafter, Lessor may serve a written notice upon Lessee that Lessor elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of serving such notice, and this Lease shall expire on the date of the term herein granted. No defaults shall be deemed waived unless in writing and signed by Lessor.

C. Automatic Termination. In the event that Lessee discontinues the annual operation of the Art on the Square festival, then this Lease shall automatically terminate within thirty (30) days of such discontinuance.

ARTICLE IX: Mechanic's Liens

Lessee shall not do or suffer anything to be done whereby the land and building of which premises are a part may be encumbered by any mechanic's lien for labor and/or material furnished by Lessee. Failure of lessee within twenty (20) days after the filing of any such lien to either discharge same of record, or to provide Lessor with adequate security indemnifying Lessor against any loss or damages by reason of such lien, shall constitute a default under this Lease and a ground for forfeiture thereof. Notice is hereby given that Lessor shall not be liable for labor

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and/or materials furnished to Lessee upon credit, and that no mechanic's lien for any such labor and/or materials shall attach to or affect Lessor's interest in and to the premises.

ARTICLE X: Destruction by Fire or Other Casualty

If during the term of this Lease the premises are so damaged by fire or other casualty, not occurring through the negligence of Lessee, or the agents, servants, or employees of Lessee, that the premises are rendered wholly unfit for occupancy, this Lease shall terminate as of the date of such damage, and in such case Lessee shall pay rent hereunder apportioned at the time of such damage. In the event the premises are unfit for occupancy as described herein, the term of this Lease shall be extended for such period of time as the premises remains unfit for occupancy. In the event such condition exists for more than thirty (30) days, the Lessee, at the Lessee's option, may surrender the term and the leased premises to the Lessor without further obligation. The Lessor may then enter upon and repossess same. If said premises be so slightly damaged by such fire or other casualty as not to be unfit for occupancy, Lessor shall repair same with reasonable promptness and the payment of rent shall not be affected thereby.

ARTICLE XI: Entire Agreement

This instrument contains the entire agreement of the parties hereto and may not be modified, changed, or terminated in whole or in part orally or in any manner other than by duly-approved, written agreement between the parties, or their respective successors in interest.

ARTICLE XII: Miscellaneous Provisions

A. Notices. Any notice or demand which, under the terms of this Lease, or under any statute, that must or may be given or made by the parties hereto, shall be in writing and may be given or made by mailing the same by certified mail, and shall be deemed delivered when deposited in the United States mail, enclosed in a certified postage prepaid envelope, directed to such party at such address appearing above. Either party may designate in writing such new or other address to which such notices or demand shall be mailed.

B. Construction of Lease and Marginal Notes. This Lease shall be construed under the laws of the State of Illinois, and the words of any gender shall include any other gender, and words in the singular shall include the plural, when the sense requires, marginal notes are used for convenience only, and do not constitute a part of the Lease nor shall such notes be construed as a limitation of the scope of the particular paragraphs to which they refer.

C. Successors, Assigns. This Lease shall inure to the benefit of and bind the parties hereto and their heirs, personal representatives and assigns.

D. Time of Essence. Time is of the essence concerning this Lease, and all provisions relating thereto shall be strictly construed.

E. Approval. This Agreement shall not become legally binding on Lessor unless and until it has been duly approved by Lessor's City Council.

Executed below on the first date written above.

LESSOR:

City of Belleville, Illinois

By: Mark W. Eckert
Mark W. Eckert
Mayor

LESSEE:

Art on the Square Foundation, Inc.

By: Thomas Barnett
Thomas Barnett

Attest: Dallas B. Cook
Dallas B. Cook
Clerk