TOWN OF CORTLAND
DEKALB COUNTY, ILLINOIS

ORDINANCE NO. 2015-XX

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE FOR PUBLIC WORKS STORAGE

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76.1-1, authorizes the Town of Cortland ("Town"), to lease real property for public purposes by ordinance adopted by an affirmative vote of two-thirds of the corporate authorities then holding office; and,

WHEREAS, the Public Works department of the Town is in need of storage space for its equipment and supplies; and,

WHEREAS, The DeLong Company, Inc. d/b/a Delco Elevators owns a large corrugated iron building on land adjacent to the existing Public Works garage and is willing to lease this premises to the Town; and,

WHEREAS, the corporate authorities deem it to be in the best interests of the Town to lease this premises to provide for adequate storage for Public Works equipment and supplies;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Town of Cortland, as follows:

SECTION 1. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. The Board of Trustees hereby authorizes and directs the Town President and Town Clerk to execute a lease of property at 46 Mary Aldis Lane (f/k/a 1911 Pampas Street) within the Town substantially in the form of the lease agreement

attached hereto as Exhibit A and to execute any additional documents as may be necessary to carry out the intent of this Ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED and APPROVED this ____day of April, 2015, by a two-thirds vote of the corporate authorities currently holding office.

AYES:

NAYS:

ABSENT:

_____
Russell C Stokes, Mayor

ATTEST:

_____
Cheryl Aldis, Town Clerk

Exhibit A

LEASE AGREEMENT

This lease agreement is entered into on the date last subscribed below between the Town of Cortland, DeKalb County, Illinois (referred to as "lessee") and The DeLong Company, Inc. d/b/a Delco Elevators, 9391 State Rt. 23, Waterman, DeKalb County, Illinois, (referred to as "lessor").

WHEREAS, Lessee has entered into a lease agreement with Delco Elevators ("lessor") to lease certain premises located at 46 Mary Aldis Lane (f/k/a 1911 Pampas Street), Cortland, Illinois; consisting of a corrugated metal Quonset building adjoining lessee's Public Works facility for the storage of Public Works equipment and material;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this lease, lessor and lessee agree and covenant as follows:

SECTION 1: Lessor leases to lessee the demised premises, consisting of a corrugated metal Quonset building approximately 130 feet by 60 feet on Lot 11, Block 11, of Original Town of Cortland, P.I.N. 09-29-205-009, as well as access to the building from the adjoining Public Works yard.

SECTION 2: This lease shall be for an initial term of 12 months commencing on April 15, 2015 and terminating on April 14, 2016.

SECTION 3: During the term and any renewals or extensions of this lease, the total monthly rental for the demised premises shall be $0.00.

SECTION 4: This shall be automatically renewed each year on April 15 for one additional year at the rent and under the conditions specified in this lease, unless either party gives notice to the other no later than March 30 that the lease will not be renewed.

SECTION 5: Lessee shall pay, when due, all charges for garbage disposal, refuse removal, sewer usage, water, electricity, gas, fuel oil, telephone or other utility services, if any, during the term of this lease and any renewal or extension of the lease. Lessee shall be responsible for maintenance of the premises including mowing and snow removal.

SECTION 6: Lessee agrees to repair all damage done by lessee, or lessee's agents, employees, or invitees, to the demised premises, on vacating the demised premises.

SECTION 7: Lessee shall maintain casualty and liability insurance coverage for the leased premises and for lessee's equipment and material stored in the leased building. Lessee shall provide casualty insurance coverage on the leased building at a value of $50,000.00. Lessee waives any rights it may have against lessor Delco Elevators on account of any loss or damage suffered by lessee in the leased premises or the building on the leased premises, arising from any risk covered or which could have been covered by lessee's insurance coverage, except when such loss or damage is caused by the sole

negligence of the lessor. Lessee, on behalf of its insurance company insuring the leased premises against any such loss or damage, waives any right of subrogation that it may have against lessor. Lessee shall name lessor as additional insured under its insurance policies covering the premises and , if requested, shall provide certification to lessor of such status as an additional insured.

SECTION 8: Lessee, on behalf of itself, its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns does hereby irrevocably waive, release and hold harmless lessor and their heirs, agents, representatives, executors, administrators and assigns, from any and all claims, demands, damages, grievances, causes of action or suits that may arise during this term of this lease and any renewals thereof for liability for harm or injury caused by, growing out of, or connected to the lease of the premises and the storage of Public Works equipment and material in the leased building.

SECTION 9: Upon request, lessee shall provide to lessor a list of the equipment and material regularly stored at the building.

SECTION 10: Lessee shall be responsible for the costs of preparing this lease and any other legal or administrative costs associated with the preparation and execution of this lease.

SECTION 11: This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

In witness, each party to this lease agreement has caused it to be executed on the date indicated below:

Town of Cortland	The DeLong Company Inc. d/b/a Delco Elev.
_____	_____
Russell C Stokes, Mayor	Dave Gehant, Manager
(date)_____	(date)_____

Attest:

_____

Cheryl Aldis, Town Clerk