

RESOLUTION NO. _____

**RESOLUTION TERMINATING A LEASE AGREEMENT WITH THE
WILL COUNTY HISTORICAL SOCIETY**

(Termination of a Lease of three vacant City-owned lots on the north side of East Jackson, between Garnsey Ave and Youngs Ave for relocation of the George and Delilah Casseday House)

WHEREAS, the City of Joliet is a municipal corporation and a unit of local government within the State of Illinois (hereinafter referred to as "City"); and

WHEREAS, on or about November 19, 2019, Thorntons LLC, The Will County Historical Society ("WCHS") and the City of Joliet entered into a First Amended and Restated Development Agreement ("Development Agreement") which included terms and conditions for the relocation of the Casseday House; and

WHEREAS, the City owns three vacant lots on the north side of East Jackson, between Garnsey Ave and Youngs Ave, specifically the three (3) tax parcels: 30-07-10-233-013 and 30-07-10-233-014 and 30-07-10-233-015 (hereinafter the "Premises"); and

WHEREAS, the Corporate Authorities Mayor and City Council determined that it was in the City's best interest to enter into a Lease Agreement with the WCHS for use of the Premises as the location for the Casseday House; and

WHEREAS, the overall purpose of the Lease Agreement was to provide a situs for the Casseday House and preservation of same as set forth in the Lease Agreement with WCHS, attached hereto and incorporated here in as Exhibit "A"; and

WHEREAS, the execution of the Lease Agreement was authorized by Resolution 7511 on March 17, 2020, and said Lease was executed shortly thereafter; and

WHEREAS, the intended use of the site by WCHS has not been realized and the site has sat vacant for at least 6 months;

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City to terminate the Lease with WCHS (attached as Appendix A), and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS STATUTORY AND HOME RULE POWERS AS FOLLOWS:

SECTION 1: The Corporate Authorities hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

SECTION 2: The Lease Agreement with WCHS is hereby terminated. The Mayor and City Clerk, or other authorized signatories, are hereby authorized to execute any instrument which is necessary to terminate said Lease, which is substantially the same as Exhibit "A" attached hereto and incorporated

herein. The City Manager or their designees are hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable and should any section or part thereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2023.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____