

ORDINANCE NO. 1008

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE ENTERING OF A CONTRACT BETWEEN
MONROEVILLE AND JAMES WINKLE AND SHERRY WINKLE,
HIS WIFE

BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, in
Council, assembled as follows:

That the Municipality of Monroeville is hereby authorized to enter
a lease agreement with James and Sherry Winkle concerning an occupancy of a
one and a half (1-1/2) story frame dwelling located in Hawkeye Park owned by
the Municipality for the purpose of providing security for said structure and
the Hawkeye Park facility. A copy of said agreement is attached hereto, made
a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 15th day of April, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

By S/ R. E. Droske
Mayor

Entered in Legal Book April 29, 1976

Exhibit "A"

AGREEMENT

THIS AGREEMENT made by and between the MUNICIPALITY OF MONROEVILLE, a municipal corporation, (hereinafter referred to as "Lessor") and JAMES WINKLE and SHERRY WINKLE, his wife (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of property located within the Municipality of Monroeville, being an approximate thirteen (13) acre site, located off Hawkeye Drive and known as Hawkeye Park having erected on said site a 1-1/2 story frame dwelling, tennis court, baseball fields and other recreational facilities.

WHEREAS, the Lessor is desirous of acquiring the necessary security for said property to prevent destruction, vandalism, and trespass upon the same.

WHEREAS, the Lessor is desirous of engaging security personnel to reside on the subject land to aid in fulfilling the purposes herein set forth.

WHEREAS, the Lessee is desirous of being engaged as security personnel for the Lessor and is desirous of residing in the subject 1-1/2 story residential dwelling to fulfill this function.

NOW, THEREFORE, in consideration of the above and in consideration of the covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Lessor hereby leases to the Lessee the said 1-1/2 story frame dwelling located in Hawkeye Park with the right to use said dwelling for residential purposes only and the right to use the ground immediately contiguous thereto in accordance with the terms of this agreement. The Lessor shall provide and be responsible for certain utilities including water, sewage and garbage. The Lessee shall be responsible for utilities; oil and electricity.

2. The Lessee shall upon the execution of this agreement deposit with the Lessor the sum of One Hundred (\$100.00) Dollars which shall represent a security deposit and shall be held by the Municipality in a separate Municipal account to be used only in the event that there is damage of any nature to the property caused by the tenant during the term of this lease. The tenant shall further pay the sum of One Hundred (\$100.00) Dollars per month beginning May 1, 1976 and a like and equal sum payable on the first day of each and every month thereafter through and including the month of April, 1978. This lease shall be effective for the said twenty-four (24) months or two (2) year period and in addition to making the foregoing rental payments, the Tenant shall be responsible for:

(a) To conduct daily surveys of the subject land and recreational facilities thereon and report the condition of the same to the Municipal Manager and the Department of Parks and Recreation on forms and in a manner designated by the Lessor.

(b) To make said surveys and reports as may be outlined by the Municipal Manager and Department of Parks and Recreation, to assure compliance with the regulations of the Department of Parks and Recreation and Ordinance of the Municipality of Monroeville.

(c) To receive any goods and merchandise delivered to the said site which are the property of the Municipality of Monroeville and to sign receipts for the same and report the said deliveries immediately to the Municipal Manager and Department of Parks and Recreation.

(d) To complete a daily inspection checklist and submit the same to the Municipal Manager and Department of Parks and Recreation.

(e) To abide by all terms and conditions of the Agreement, and all municipal ordinances.

3. Lessee hereby agrees to keep all storage facilities, storage materials, outside fuel tanks, laundry or any other appurtenances, be it realty or personalty, located in an area which shall be inconspicuous from the usable recreational areas of the subject site.

4. Lessee hereby agrees that no unsightly materials or property of any nature shall be stored anywhere on the subject site.

5. Lessee agrees to report to the municipal police immediately in the event of any trespassing on which there is a possibility of damage, destruction or vandalism to any part of the subject property.

6. The Lessee agrees to become familiar with, to the best of their ability, any ordinance or regulations supplied to them by the Municipality of Monroeville, with respect to the security and protection of the subject property.

7. The said Lessee shall acquire an insurance policy to insure any and all property of the Lessee in dwelling.

8. The Lessee agrees that the Municipality of Monroeville shall be responsible for the purchase of any insurance with respect to the one and a half (1-1/2) story frame dwelling and shall be responsible for any loss or damage to the same by virtue of the acts of any third party or other event or happening.

9. A copy of any rule and regulations with respect to the Lessees' duties, as a resident tenant on the site of Hawkeye Park, shall be attached to this Agreement and made a part hereto and marked Exhibit "A-1".

10. Lessee hereby agrees to notify the Municipal Manager or Municipal Police in the event Lessee is required to be away from the subject premises in excess of a three (3) hour period, with neither of the Lessees being available for inspection or the reporting of any trespassing, vandalism or damage.

11. The Lessee hereby agrees to limit the use of alcoholic beverages on the site to within the said home during the hours which the said Park is open to the public and when said facility is not open to the public, the Lessee may use such beverages within the home and in the area immediately adjacent thereto as may be approved by the Municipal Manager.

12. The Lessee shall be permitted to use the said home for any ordinary purposes and shall be permitted to have a reasonable number of guests at such times as they may desire, with the understanding that the same will in no way interfere with the duties of the Lessee under this Agreement, and further that the same will in no way violate any ordinances of the Municipality of Monroeville or rules or regulations with respect to the use and operation of the Hawkeye Park.

13. The Lessee shall comply with the terms of this Agreement and the regulations attached hereto, by completing the necessary forms required and submitting the same to the Municipal Manager and Department of Parks and Recreation on a weekly basis.

14. In the event the Lessee terminates this Agreement, except as otherwise herein provided prior to the termination of this Lease, the Lessee shall forfeit the said security deposit in its entirety.

15. Either party to this Agreement may terminate the same by the giving of three (3) months notice to the other party of intention to terminate this Agreement, without liability to either party beyond the date fixed for termination of the Agreement.

16. It is specifically understood and agreed that the Lessor may terminate this Agreement in the event the Lessee is not performing their agreed function as outlined in this Agreement, or in the event of death of the Lessee, or in the event of the undue absence of the Lessee from the subject premises as determined by the Municipal Manager.

17. This Agreement represents the entire understanding of the parties and there are no other covenants, conditions or agreements which are not specifically herein set forth.

18. Any amendments to this Agreement shall be in writing and executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 19th day of April, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

By S/ R. E. Droske
Mayor

WITNESS:

S/ James Winkle (SEAL)
JAMES WINKLE

S/ Sherry L. Winkle (SEAL)
SHERRY WINKLE