

COUNCIL WORKSHOP ITEM

ITEM: Lease Agreement with First United Methodist Church
DATE: December 3, 2002
PREPARED BY: Michael Baker, Assistant to the Village Manager
PURPOSE: Authorization of Lease Agreement

DISCUSSION:

The Village has maintained a lease agreement with the First United Methodist Church since April 1999 for use of approximately fifty parking spaces in the church lot fronting on Grove Street. The lease agreement was initiated by the Village prior to the downtown construction in 1999 to relieve parking congestion during that project. With construction of the parking deck due to commence in 2003, this parking arrangement will be even more critical to downtown shoppers and employees. Staff recommends that Council authorize the attached lease agreement, thereby extending the parking arrangement with the Church until November 30, 2002.

This agreement maintains the same lease terms of \$1000 per month and assigns responsibility for lot maintenance functions, including signage, barricades and enforcement, to the Village (except on Sundays). The church has the option of reserving the lot for ten special event days per year, with a seven-day notice.

ATTACHMENT:

Resolution and Lease Agreement

RECOMMENDATION:

Staff recommends that this item, to authorize a lease agreement with the First United Methodist Church, be placed on the active agenda for the Council Meeting of December 10, 2002.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE FIRST UNITED METHODIST CHURCH**

BE IT RESOLVED by the Village Council of the Village of Downers Grove as follows:

1. That the form and substance of the Agreement between the Village of Downers Grove and the First United Methodist Church for the lease of parking space in a portion of the First United Methodist Church north parking lot located at 1032 Maple Avenue, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement substantially in the form approved in the foregoing paragraph of this resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments to the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.
5. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

Mayor

Passed:

Published:

Attest: _____
Village Clerk

**LEASE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE FIRST UNITED METHODIST CHURCH**

THIS LEASE AGREEMENT, made and entered into this ____ day of December, 2002,
by and between the Village of Downers Grove (the "Lessee") and the First United Methodist
Church (the "Lessor"),

WITNESSETH:

WHEREAS, Lessor owns or otherwise has an interest in the following real estate which
represents First United Methodist Church north parking lot containing approximately 50 parking
spaces, located at 1032 Maple Avenue, Downers Grove, Illinois (hereinafter referred to as the
"Subject Property"); and

WHEREAS, Lessee is redeveloping the downtown area, and is in need of additional
parking spaces during the construction phase; and,

WHEREAS, Lessee and Lessor are interested in entering into a lease for the Subject
Property to provide additional parking spaces.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and
agreements herein set forth, and other good and valuable consideration the receipt and
sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of
this Agreement.
2. The Lessor hereby leases to Lessee the Subject Property for use as a parking lot
from December 1, 2002 through November 30, 2003, at a rate of one-thousand dollars
(\$1,000.00) per month to be paid on or before the 1st of each month. Upon mutual agreement,
this Agreement may be extended, at the same rate, for an additional year.

3. Lessee shall be responsible for re-stripping the Subject Property. Said re-stripping shall be subject to approval of both parties.

4. Lessee shall not have use of the Subject Property on Sundays, Christmas Eve, or during any special events. Lessor shall notify Lessee (specifically, the Village Manager, 801 Burlington Avenue, Downers Grove, IL 60515, 630/434-5500) at least seven (7) days prior to such special event, and such events shall not exceed ten (10) per calendar year. Provided that this restriction shall not apply to the 10 parking spaces designated by the Lessor and marked residential parking spaces by Lessee. The aforementioned residential parking spaces shall be reserved and designated as residential parking only at all times.

5. Lessee shall be responsible for placing barricades between the Subject Property and Lessor's south parking lot either Sunday evening or Monday morning (leaving a pedestrian walkway through the barricades) and removing the barricades every Saturday evening.

6. Lessee shall be responsible for removing the existing signs on the Subject Property and installing new directional and informational signs on the Subject Property. The signs removed by Lessee shall be returned to Lessor.

7. Lessee shall be responsible for policing the Subject Property.

8. Lessee shall be responsible for removing snow from the Subject Property, except on Sundays.

9. Lessee shall clean the Subject Property by removing any and all litter each Saturday evening or Sunday morning.

10. Lessor shall be responsible for notifying the current commuters parking on the Subject Property to relocate to the south parking lot. Lessor shall also be responsible for installing directional and informational signs in the south parking lot.

11. Lessor shall be solely responsible for any and all real estate taxes imposed on the Subject Property.

12. Lessee shall obtain and keep in full force and effect throughout the term of this Agreement a general liability insurance policy covering the Subject Property acceptable to Lessor.

13. After November 30, 2003, this Agreement may be terminated by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and date hereinabove written.

VILLAGE OF DOWNERS GROVE

UNITED METHODIST CHURCH

Mayor

BY: _____
A duly authorized signatory

ATTEST: _____

ATTEST: _____
A duly authorized signatory