

## COUNCIL WORKSHOP ITEM

**ITEM:** A Resolution Authorizing a Lease Agreement between the Village Of Downers Grove and First United Methodist Church  
**DATE:** November 19, 2003  
**PREPARED BY:** Enza Petrarca, Village Attorney  
**PURPOSE:** To Authorize a Lease Agreement between the Village Of Downers Grove and First United Methodist Church

### DISCUSSION:

The Village has maintained a lease agreement with the First United Methodist Church since April of 1999 for use of approximately fifty parking spaces in the church lot fronting Grove Street. Previously, ten of the fifty parking spaces were designated permanent residential parking spaces at all times. Due to the construction of the parking deck, we requested that the church increase the number of permanent residential parking spaces to fourteen and they have agreed.

The only terms of the lease agreement that have changed are the increase in the amount of permanent residential parking spaces and the increase in compensation from \$1000.00 per month to \$1,150.00 per month. The \$1,150.00 per month is consistent with the amount the church receives from their other parking permit holders.

### ATTACHMENT:

A Resolution Authorizing a Lease Agreement between the Village Of Downers Grove and First United Methodist Church;

Lease Agreement between the Village Of Downers Grove and First United Methodist Church

### RECOMMENDATION:

Place on November 25, 2003 workshop agenda.

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**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, 2003, 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, 2003 through October 31, 2004, at a rate of one-thousand one hundred fifty dollars (\$1,150.00) per month to be paid on or before the 1<sup>st</sup> of each month. Upon mutual agreement, this

Agreement may be extended, at the same rate, for a six month period.

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 14 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 October 31, 2004, 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

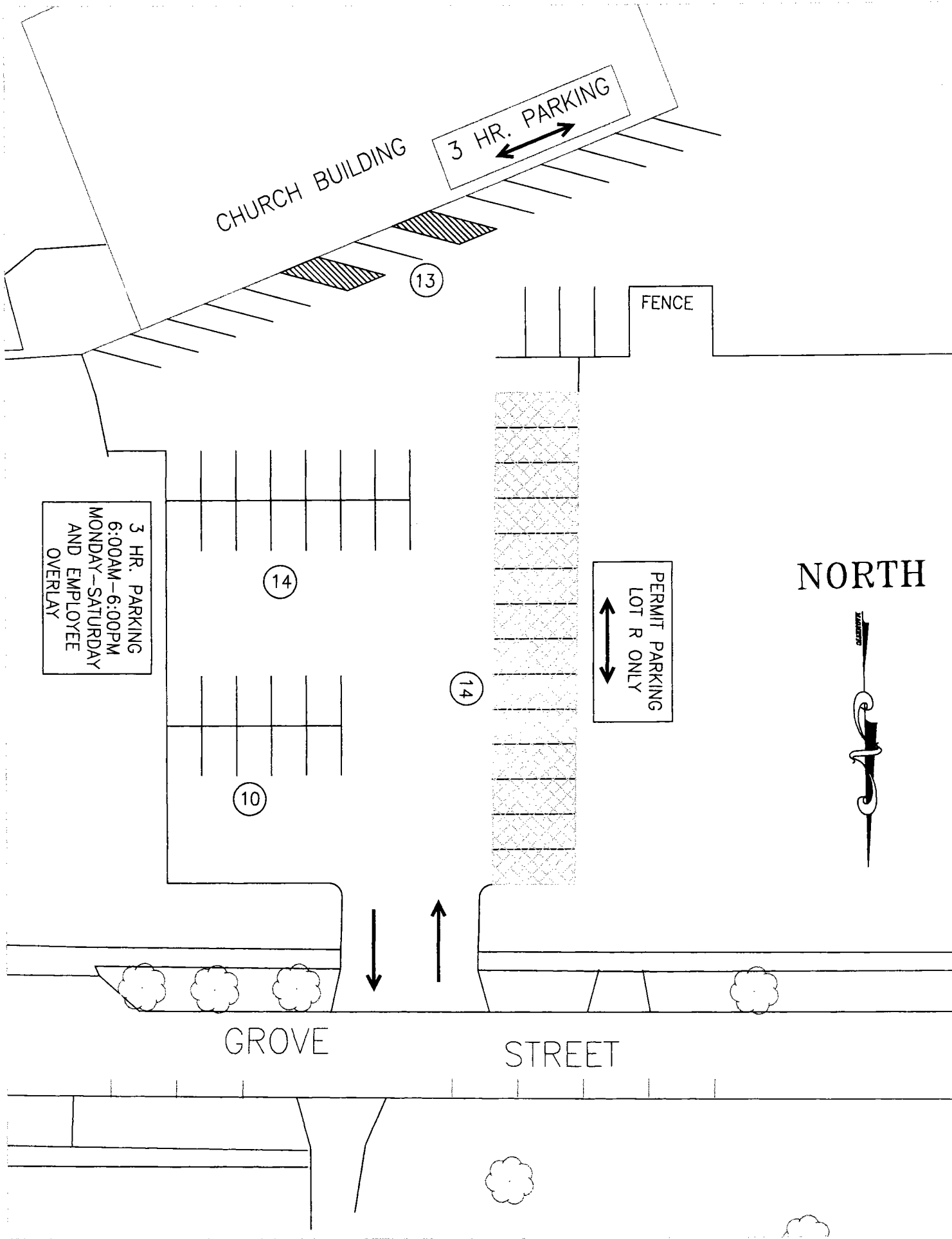
UNITED METHODIST CHURCH

\_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
A duly authorized signatory

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
A duly authorized signatory



CHURCH BUILDING

3 HR. PARKING

13

FENCE

3 HR. PARKING  
6:00AM-6:00PM  
MONDAY-SATURDAY  
AND EMPLOYEE  
OVERLAY

14

10

14

PERMIT PARKING  
LOT R ONLY

NORTH

GROVE

STREET