

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


Resolution or Ordinance (Blue) _____
Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: November 29, 2006 (B of T) Date: December 7, 2006

TITLE: 23 N. Main Street - Parking Lot Lease

SUBMITTED BY: Department of Community Development


BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the signatures of Village President and Clerk on a Parking Lot Lease for the property located at 23 N. Main St. (DISTRICT #4)

Staff recommends approval of this request.

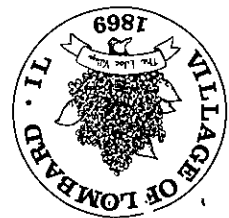
Please place this item on the December 7, 2006 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____
Date _____
Finance Director X _____
Date _____
Village Manager X *W.T. Lichter* _____
Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development

DATE: November 29, 2006

SUBJECT: PARKING LOT LEASE - 23 N. MAIN STREET

The Village of Lombard is proposing to enter into a Parking Lot Lease at 23 N. Main Street with TCF National Bank for the purposes of operating a no charge public parking lot. The term of this lease will begin on November 27, 2006 and terminate on February 16, 2007. The Village will pay rent in the amount of \$10 for that term. The Lease has been reviewed by Village legal counsel and will provide for approximately 22 parking spaces that have been temporarily lost as a result of the DuPage Theater demolition.

Recommendation:

Staff recommends that the Village Board approve a resolution authorizing the signature of President and Clerk on this Lease at the December 7, 2006 Village Board meeting.

Should you have any questions regarding this matter, please do not hesitate to contact me.

DAH:jd

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A RESOLUTION AUTHORIZING SIGNATURE
OF PRESIDENT AND CLERK ON A PARKING LOT LEASE
FOR THE PROPERTY LOCATED AT
23 N. MAIN STREET, LOMBARD, IL

WHEREAS, the Corporate Authorities of the Village of Lombard has received a
Parking Lot Lease from TCF National Bank, a national banking corporation, for the
purpose of the Village leasing the property at 23 N. Main Street, Lombard, IL (P.I.N. 06-
08-100-007) as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the
Village of Lombard to approve this Parking Lot Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS

as follows:

Section 1: That the Village President be and hereby is authorized to sign on
behalf of the Village of Lombard said Parking Lot Lease as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said
Parking Lot Lease as attached hereto.

Adopted this _____ day of _____, 2006.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2006.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

4. **Operating Expenses.** Tenant shall keep the Parking Lot in good tenable condition, clean and free of all debris. Tenant agrees to pay all expenses associated with the holding and operating of the Parking Lot and the Parking Facilities, including landscape maintenance, trash and snow removal, general maintenance, utilities for lighting, insurance and other charges imposed by law or against the Parking Lot as part of Tenant's obligation

3. **Permitted Uses.** The Parking Lot shall be used by Tenant only for purposes of operating a no charge public parking lot ("Parking Facilities"), and for no other use or purpose without the Landlord's prior written consent, which shall be granted or withheld in Landlord's sole and subjective discretion. The Tenant shall comply, and shall cause all others using the Parking Lot to comply, with all laws, ordinances, codes and regulations regarding the Parking Lot and the permitted use upon the Parking Lot. Tenant shall also comply, and shall cause all others using the Parking Lot to comply, with any and all reasonable rules and regulations adopted by Landlord for the safety, care and cleanliness of the Parking Lot. Landlord reserves the right to enter upon the Parking Lot in order to inspect Tenant's compliance with the terms and provisions of this Agreement.

2. **Rent.** Tenant agrees to pay Landlord the sum of Ten and no/100 Dollars (\$10.00) for the Term (the "Rent"). The Rent will be paid in advance on the Commencement Date.

1. **Term.** The term of this Agreement will begin on November 27, 2006, (the "Commencement Date") and shall end on February 16, 2007, (the "Term").

AGREEMENT

WHEREAS, Tenant is desirous of leasing that portion of the Property comprising the parking lot only, and specifically excluding the building (the "Parking Lot"), and Landlord is desirous of leasing the Parking Lot to Tenant for the purpose of operating a public parking lot in accordance with the terms and conditions of this Agreement.

(the "Property"); and

Commonly known as: 23 N. Main Street, Lombard, IL 60148

P.I.N.: 06-08-100-007

Lot 7 (except the East 40 feet thereof) in Block 12 of the Original Town of Lombard, a Subdivision in Sections 5 to 8 and Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded in Book 2 at Page 152 as document 152, in DuPage County, Illinois.

WHEREAS, Landlord is the fee owner of property legally described as follows:

RECITALS

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 27th day of November, 2006 by and between TCF National Bank, a national banking association (the "Landlord") and the Village of Lombard, a municipal corporation (the "Tenant").

PARKING LOT LEASE



herunder. Tenant shall not make any alterations to the Parking Lot without Landlord's prior written consent, which consent may be withheld by Landlord in its sole and subjective discretion. Tenant agrees to obtain and maintain commercial general liability insurance covering the Parking Lot in form, substance and amount satisfactory to Landlord. Such insurance policy shall name Landlord as an additional insured. Such insurance shall contain an endorsement providing that the insurance may not be cancelled or materially altered without thirty (30) days prior written notice to Landlord from the insurance company sent by certified mail. Landlord shall deliver a certificate evidencing such insurance to Tenant prior to the Commencement Date, such certificate being in such form as is satisfactory to Landlord.

5. Permits. Tenant will apply for, pay for and keep current all permits and licenses required for the lawful operation of the Parking Facilities.

6. Repairs by Tenant; Waiver of Liability. All repairs, maintenance or improvements to the Parking Lot shall be the obligation of the Tenant. Tenant shall cause all such repairs, maintenance or improvements to be completed prior to the expiration of the Term so that, upon returning possession of Parking Lot to Landlord, the Parking Lot shall be in good condition and repair. Landlord shall not be liable for any injury, loss or damage to any person or personal property of Tenant or its agents, contractors, employees, licensees, customers or invitees, and Tenant hereby waives any claims, actions or causes of action in connection therewith.

7. Tenant Indemnity. Tenant shall indemnify, defend, and hold the Landlord harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorneys' fees, arising from (i) the Tenant's or its agents', contractors', employees', licensees', customers' or invitees' use and occupancy of the Parking Lot, (ii) any breach or default by the Tenant under the provisions of this Lease, or (iii) from any act, omission, or negligence on or about the Parking Lot by the Tenant, its agents, contractors, employees, licensees, customers or invitees. In case of any action or proceeding brought against the Landlord by reason of such claim, the Tenant at Landlord's option, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.

8. Tenant Assignment. Tenant shall not assign nor in any manner transfer this Agreement, or any interest therein, nor sublet the Parking Lot or any part or parts thereof, nor permit occupancy by anyone, except in connection with the Tenant's use and occupancy of the Parking Lot as a public Parking Facility, (i.e., allowing automobiles to be parked on the Parking Lot without charging a fee).

9. Events of Default. The following events shall be deemed to be events of default by Tenant under this Agreement ("Event of Default"):

(a) Tenant shall have failed to pay the rent or any other charge provided herein, or any portion thereof, within five (5) days after the same shall be due and payable;

(b) Tenant shall have failed to comply with any other provisions of this agreement and shall not cure such failure within five (5) days after Landlord, by written notice, has informed Tenant of such noncompliance;

(c) Tenant abandons the Parking Lot; or

(b) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Parking Lot.

(a) This Agreement shall be interpreted according to and shall be governed by the internal laws of the State in which the Parking Lot is located.

13. Miscellaneous.

Any party hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

For the Landlord:	TCF National Bank 800 Burr Ridge Parkway Burr Ridge, IL 60527 Attention: Fran Kowalski, with a copy to Dennis Vena
For the Tenant:	Village Manager Village of Lombard 255 E. Wilson Avenue Lombard, IL 60148

12. Notice. Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, FedEx or other overnight messenger service, or by first class certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) the date delivery is refused at the address required by this Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as follows:

11. Tenant's Right to Terminate. The Tenant shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the Landlord.

10. Notice of Termination. If an Event of a Default occurs pursuant to Paragraph 9 above, Landlord may, by serving written notice upon Tenant, terminate this Lease. Landlord shall be entitled to any and all remedies available at law or in equity. Further, if Tenant fails timely to perform any of its duties under this Agreement, Landlord shall have the right (but not the obligation) to perform such duty on behalf of and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be further additional rent under this Agreement and shall be due and payable immediately upon demand by Landlord.

(d) Tenant fails to return full and complete possession of the Parking Lot to Landlord at the expiration of the Term in broom clean condition, with all trash and snow removed.

(c) Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(d) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(e) If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed to be illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

(f) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(g) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(h) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

(i) Time is of the essence of this Agreement and each provision hereof.

(j) This Agreement shall not be construed more strictly against one party merely because that party or its counsel prepared the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and date herein above set forth.

VILLAGE OF LOMBARD: TCF NATIONAL BANK:

By: _____

Village President

ATTEST:

By: _____
Village Clerk

By: _____

Mark Rohde

President

ATTEST:

By: _____