

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


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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: September 6, 2011 (B of T) Date: September 15, 2011

TITLE: 100 S. 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 100 S. Main St. for the period September 4, 2011 thru September 3, 2012.

Staff recommends approval of this request.

Please place this item on the September 15, 2011 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):


Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	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: David A. Hulseberg, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

DATE: September 15, 2011

SUBJECT: 100 S. Main Street Parking Lot Lease

BACKGROUND

In 2006, the Board of Trustees and West Suburban Bank entered into a one-year parking lot lease regarding the former West Suburban Bank site at 100 S. Main Street. This lease was subsequently extended through September 3, 2011. The Village has requested a one-year lease extension from West Suburban Bank until September 3, 2012.

ACTION REQUESTED

Staff recommends that the Village Board authorize the Village President and Village Clerk to sign the new parking lot lease.

RESOLUTION
R _____ 12

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

WHEREAS, the Corporate Authorities of the Village of Lombard has received a Parking Lot Lease from West Suburban Bank, an Illinois banking corporation, for the purpose of the Village leasing the property at 100 S. Main Street, Lombard, IL (P.I.N. 06-07-213-015) 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 _____, 2011.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____ 2011.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of this 1st day of September, 2011 by and between West Suburban Bank, an Illinois banking corporation (the "Landlord") and the Village of Lombard, a municipal corporation (the "Tenant").

RECITALS

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

Lot 1 except that part as described as follows: Beginning at the northeast corner of said Lot 1; Thence southerly along the west line of Main St., a distance of 20.00 feet; Thence northwesterly along a line making an angle of 115 degrees, 20 minutes, 15 seconds to the left with the last described line extended, a distance of 25.83 feet to a point on the southerly line of Parkside Avenue; Thence easterly along said southerly line, a distance of 25.00 feet to the point of beginning in Cavernos subdivision, being a re-subdivision of part of block 21 in the Town of Lombard being a subdivision in sections 5, 6, 7, 8 and 18, Township 39 North, Range 11, East of the Third Principal Meridian, According to the Plat of said Cavernos subdivision recorded May 17, 1912 as document 108107, in DuPage County, Illinois

P.I.N.: 06-07-213-015

Commonly known as: 100 S. Main Street, Lombard, IL 60148

(the "Property"); and

WHEREAS, Tenant is desirous of leasing the Property and Landlord desirous of leasing the Property to Tenant for the purpose of operating a parking lot in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Term. The term of this Agreement will begin on September 4, 2011, (the "Commencement Date") and shall end on September 3, 2012, (the "Term").

2. Rent. Tenant agrees to pay Landlord the sum of Ten and no/100s Dollars (\$10.00) annually (the "Rent"). The Rent will be paid in advance annually with the first payment due on the Commencement Date and on each anniversary of the Commencement Date thereafter during the Term.

3. Permitted Uses. The Property shall be used by Tenant only for purposes of operating a commercial 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 is authorized to construct bicycle racks on the Property. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Property and the permitted use upon the Property.



4. **Operating Expenses.** Tenant agrees to pay all expenses associated with the holding and operating the Property and the Parking Facilities, including landscape maintenance, trash and snow removal, general maintenance, insurance and other charges imposed by law or against the Property as part of Tenant's obligation hereunder.

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 Landlord.** All repairs, maintenance or improvements to the Property shall be the obligation of the Tenant.

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 attorney's fees, arising from (i) the Tenant's use and occupancy of the Property, (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 Property by the Tenant, its agents, contractors, employees, licensees, customers or business 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 Property or any part or parts thereof, nor permit occupancy by anyone, except in connection with the Tenant's use and occupancy of the Property as a Parking Facility, (i.e., allowing automobiles to be parked on the Property for 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 ten (10) 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 thirty (30) days after Landlord, by written notice, has informed Tenant of such noncompliance;

(c) Tenant abandons the Property.

10. **Notice of Default.** In the event of a default pursuant to Paragraph 9 above, Landlord may, by serving five (5) days written notice upon Tenant, terminate this Lease. If Landlord gives Tenant notice of Tenant's default and/or delivers to Tenant a Notice of Demand for Payment or Possession pursuant to the applicable statute (either of which shall hereinafter be referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Lease unless Landlord expressly states in the Notice of Default that it is exercising its right to terminate the Lease.

11.1 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.

11.2 Landlord's Right to Terminate. The Landlord shall have the right to terminate this agreement upon ninety (90) days prior written notice to the Tenant.

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:

For Landlord: West Suburban Bank
2800 South Finley Road
Downers Grove, IL 60515
Attention: Senior Vice President & Comptroller

For the Tenant: Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

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

13. Miscellaneous.

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

(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 Property.

(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) SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(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.

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

VILLAGE OF LOMBARD:

By: _____
Village President


ATTEST:

By: _____
Village Clerk

WEST SUBURBAN BANK:

By: 
VICE President

ATTEST:

By: 
Secretary