

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.b

Title:

Recommendation to Approve Lease Agreement for Baker Memorial United Methodist Church of St. Charles Parking Lot

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Dating back to 1999, the City of St. Charles and the Baker Memorial Methodist Church has had a long standing Lease Agreement for public use of the church owned parking lot located off of Cedar Ave. in-between 2nd & 3rd Ave (see attached map – exhibit “A”). The most recent 10 year lease agreement expires on June 4, 2017. Therefore, Staff and the Baker Church are seeking your approval to enter into a new 10 year Lease Agreement which will expire in 2027. The terms of the new agreement are essentially the same as the terms from the previous agreement including the following:

- No lease cost to the City of St. Charles.
- The Church shall have use of the parking facility on Sunday mornings from 6:00 a.m. to 1:00 p.m. and for special events of the Church.
- The City shall have right to use the parking facility at all other times for Public parking.
- The City will continue to provide sweeping, snow plowing, power for lights and maintenance of the parking lot.
- The City will have the first right of refusal to purchase the parking lot if the Church decides to sell it.

Attachments *(please list):*

* Lease Agreement for Parking Lot

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Lease Agreement for Baker Memorial United Methodist Church of St. Charles Parking Lot

LEASE AGREEMENT FOR PARKING LOT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, between BAKER MEMORIAL UNITED METHODIST CHURCH OF ST. CHARLES, and Illinois Religious Corporation, hereinafter referred to as "CHURCH", and the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, hereinafter referred to as "CITY":

WITNESSETH

1. CHURCH hereby leases to CITY for parking purposes the following described property (said property being shown in Exhibit A attached hereto and made a part hereof):

"Subject Property" – Lot 3 of Block 3 and the westerly 5 feet of Lot 2 of Block 3, Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.

2. CHURCH shall have the use of the parking facility as designated on Exhibit A and legally described in Paragraph 1 above between the hours of 6:00 a.m. and 1:00 p.m. Sundays, and for scheduled special events of the church. Said special events shall be restricted to no more than six (6) hours per use and not more than twelve (12) times per calendar year. CHURCH shall give CITY fourteen (14) days written notice of such special events. The special events may be held consecutively.

3. CITY shall have the right to use the premises described herein at all times except as indicated in the preceding paragraph. Said right shall include the right to provide parking on a public, no fee basis. CITY shall further have the right to regulate the use, parking and traffic on the real estate described in Paragraph 1 above including the adoption and enforcement of ordinances pertaining hereto, except during those times indicated in Paragraph 2.

4. This Lease Agreement shall commence on the date hereof and shall continue for ten (10) years (until _____, 2027). CITY shall have the option of renewing said Lease for an additional ten (10)-year period by giving written notice to the CHURCH at least thirty (30) days prior to termination of the original ten (10)-year period. Either party may terminate this lease upon sixty (60)-days written notice.

5. CITY shall, at its own cost, provide sweeping and snow plowing for the premises, power for the lights, maintain/repair the facility in accordance with its usual and customary standards. CITY shall also provide liability insurance in accordance with its standard requirements.

6. CHURCH shall agree to remain responsible for and pay any and all general and special taxes due in connection with the premises or on account of this Lease.

7. CHURCH grants to CITY the first right of refusal to purchase the premises, together with all improvements thereon, for the same terms and on the same conditions as contained in any offer received by said CHURCH. Upon receipt from the CHURCH of written notice of said offer, CITY shall have fifteen (15) days to exercise this option. CITY agrees to provide a letter to the CHURCH abrogating and voiding such right of first refusal should this Lease be terminated in the manner herein provided.

8. CHURCH agrees to pay any and all real estate taxes due in connection with the real estate described herein or by reason of this Lease, and to hold CITY harmless from such real estate taxes.

9. Except for injuries or property damage occurring during those periods of time stated in Paragraph 3 of this lease and except for the CHURCH's negligence or willful misconduct, CITY will indemnify and hold CHURCH harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this lease arising out of the use, maintenance, and operation of the parking lot that is the subject of this lease.

10. For injuries or property damage occurring during the periods of time stated in Paragraph 3 of this lease and except for the CITY's negligence or willful misconduct, CHURCH will indemnify and hold CITY harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this lease arising out of the use, maintenance, and operation of the parking lot that is the subject of this lease.

11. All notices in connection with the agreement shall be delivered personally to or be mailed to the parties as follows:

If to CHURCH: Baker Memorial United Methodist Church of St. Charles
ATTN: Senior Pastor
307 Cedar Street
St. Charles, IL 60174-2027

If to CITY: City of St. Charles
ATTN: Director of Public Works
2 East Main Street
St. Charles, IL 60174

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BAKER MEMORIAL UNITED METHODIST
CHURCH OF ST. CHARLES

By: _____

AURORA DISTRICT OF THE NORTHERN
ILLINOIS CONFERENCE OF THE UNITED
METHODIST CHURCH

BY: _____

CITY OF ST. CHARLES

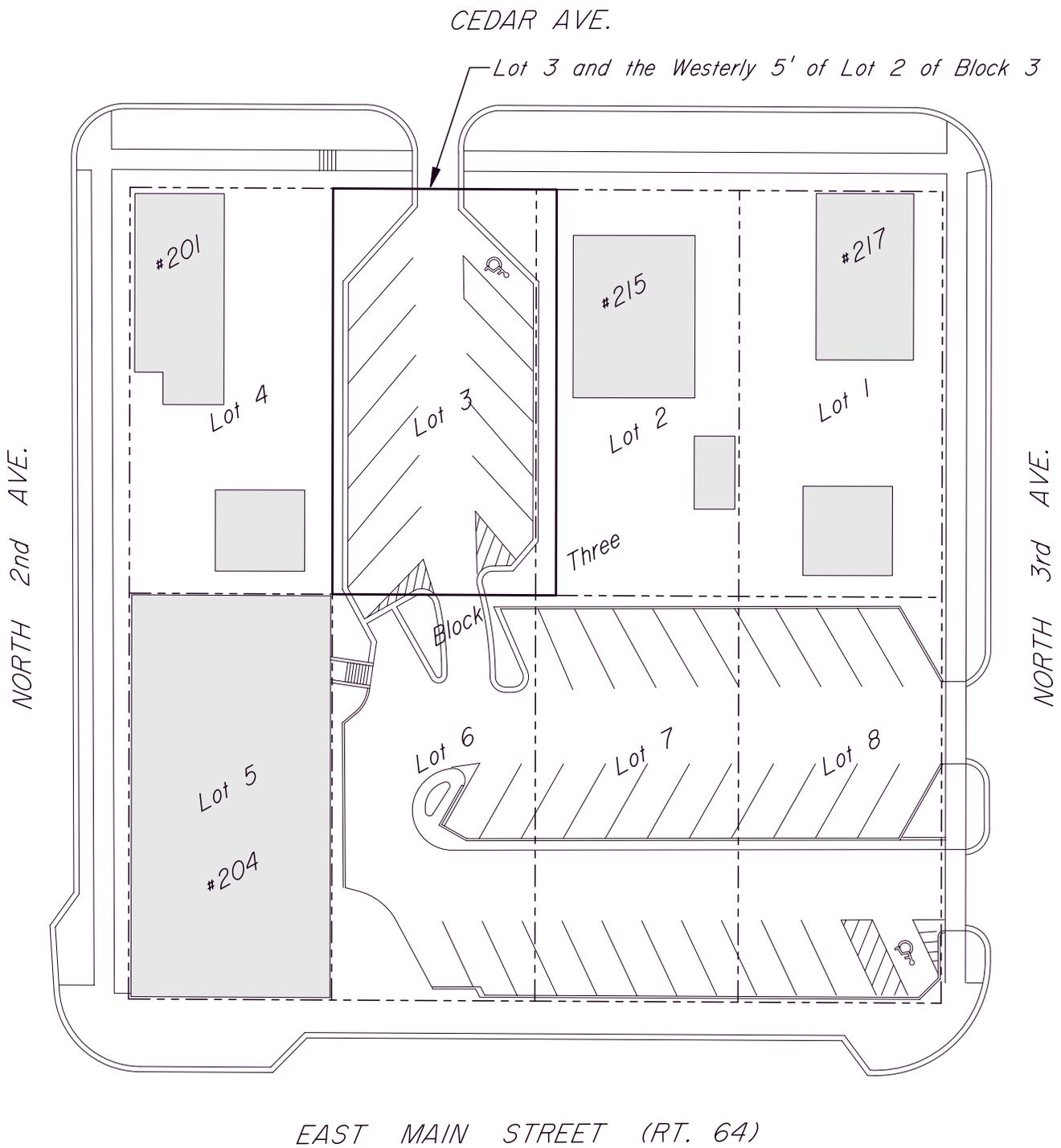
By: _____

Mayor

Attest: _____

City Clerk

EXHIBIT "A"



2/22/2017
Not to Scale