



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IE

Title:

Recommendation to Approve a Resolution Approving an Extension of Lease Agreement for Henry Rockwell Baker Memorial Community Center Parking Lot

Presenter:

Ken Jay

Meeting: City Council

Date: June 15, 2020

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary (if not budgeted please explain):

Dating back to 1979, the City of St. Charles and the Henry Rockwell Baker Memorial Community Center have had a long-standing Lease Agreement for public use of the privately-owned parking lot located at the northwest corner of S. 2nd Street and Illinois Street (see attached map – exhibit “A”). The existing 10-year lease agreement expires on September 7, 2020. The lease agreement provides the City the option to extend the existing lease prior to expiration. Staff is seeking approval to exercise the City’s option to extend the existing lease an additional 10 years, with a new expiration date of September 7, 2030. Notice must be provided by the City to Baker Memorial Community Center prior to August 7, 2020 in order to extend the existing lease. Note that a new lease agreement is not required.

The terms of the agreement include the following:

- No lease cost to the City of St. Charles
- The City shall have right to use the parking facility at all times for Public parking
- The City will continue to provide sweeping, snow plowing, power for lights and maintenance of the parking lot

Attachments (please list):

*Existing Lease Agreement for Parking Lot

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve Extension of Lease Agreement for Henry Rockwell Baker Memorial Community Center Parking Lot

LEASE

LESSEE	LESSOR
City of St. Charles 2 East Main Street St. Charles, Illinois 60174	Henry Rockwell Baker Memorial Community Center, Inc. 101 South Second Street St. Charles, Illinois 60174

In consideration of the sum of ten dollars (\$10) and for other good and valuable consideration, the adequacy and sufficiency of which the parties hereby stipulate, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for parking purposes, the real estate described below (the "Premises"), together with the appurtenances thereto, for the term specified herein.

1. **DESCRIPTION OF THE PREMISES:** The Premises is depicted on Exhibit "A" attached hereto and incorporated herein, and is described as follows:

Parcel I: Lots 7 and 8 in block 43 of the Original Town of St. Charles, except the Northerly 50 feet of Lot 8 and the Easterly 14 feet of the Northerly 50 feet of Lot 7 in the City of St. Charles, Kane County, Illinois.

Parcel II: A twelve (12) foot wide strip lying six (6) feet on each side of a centerline described as follows: Commencing at the northwest corner of Lot 3 of block 43 of the Original Town of St. Charles; then easterly along the north line of said Lot 3 for a distance of 7.00 feet to a point of beginning; thence southerly along a line parallel to the westerly line of said Lot 3 and 7.00 feet normally distant therefrom for a distance of 81.00 feet thence southeasterly along a curve to the left having a radius of 72.00 feet for a distance of 37.15 feet to a point of reverse curvature; thence southeasterly along a curve to the right having a radius of 72.00 feet to the south line of said Lot 3, in the City of St. Charles, Kane County, Illinois.

2. **TERM OF AGREEMENT:** This agreement shall commence September 7, 2010, and shall continue for a period of ten (10) years thereafter, unless sooner terminated. The Lessee shall have the option of extending said Lease for an additional ten (10) year period by written notice for the exercise of such option at least thirty (30) days prior to the expiration date of this Lease.

3. **IMPROVEMENTS:** The Lessee has previously improved the Premises for parking purposes to its usual and customary standards, including demolition of the two houses on Illinois Street, the removal of debris, surfacing, sidewalks, surface storm drainage, curbs and gutters, curb cuts, striping, signs for parking facilities, landscaping and lighting. All improvements on the Premises shall remain the property of the Lessee until such time as this Lease shall have been terminated by a lapse of time or otherwise, in which case the improvements shall become the property of the Lessor.

4. **MAINTENANCE:** The Lessee shall at its own cost provide sweeping, snow removal, pavement patching and repair (limited to \$1,000 per patch), pavement sealing and marking to define parking stalls, mowing and bush and tree trimming along the Illinois Street and 2nd Street (IL 31) frontages, lot lighting and electric energy and signage for the Premises.
5. **REAL ESTATE TAXES:** The Lessor agrees to remain responsible and pay for any and all real estate taxes which may become due in connection with the Premises.
6. **USE:** The Premises shall be used only for public parking. Access to the Premises shall be located on Walnut Street and Illinois Street.
7. **HOLD HARMLESS:** The Lessee shall provide the Lessor with a Certificate of Insurance indicating the Lessee's liability coverage.
8. **NOTICE:** Either party may, upon sixty (60) days' notice in writing to the other party, terminate this Lease. All notices and requests required pursuant to this Lease shall be to the addresses set forth above, or at such other addresses as the parties may indicate in writing to the other, either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, with proof of delivery thereof.

Notices shall be deemed delivered to the address set forth above (i) when delivered in person on a business day, (ii) on the same business day received if delivered by overnight courier or (iii) on the third (3rd) business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the 7th day of September, 2010.

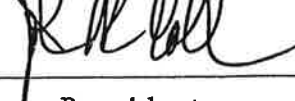
LESSEE:

LESSOR:

CITY OF ST. CHARLES, an Illinois
municipal corporation

HENRY ROCKWELL BAKER
MEMORIAL COMMUNITY CENTER,
INC., an Illinois non-profit corporation

By: 
Mayor

By: 
President

Attest: 
City Clerk

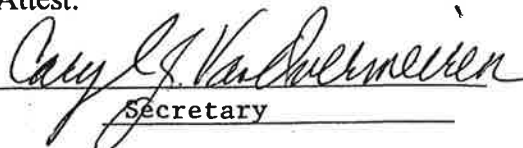
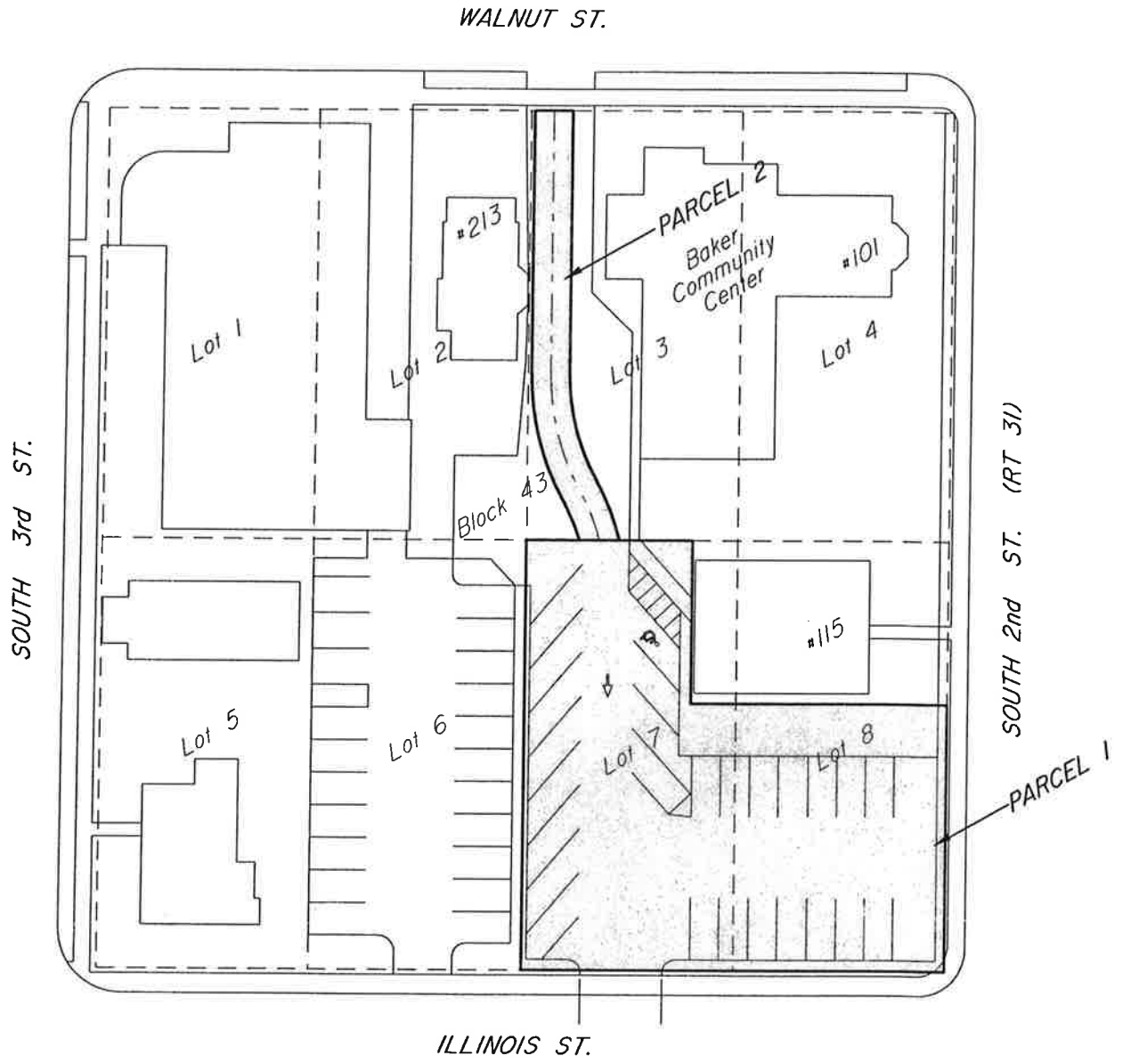
Attest: 
Secretary



EXHIBIT "A"
MUNICIPAL PARKING LOT "C"



BAKER COURT PARKING LOT



8/30/2010
Not to Scale

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Approving an Extension of Lease Agreement for Henry
Rockwell Baker Memorial Community Center Parking Lot**

**Presented & Passed by the
City Council on _____, 2020**

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that an extension of Lease Agreement for Henry Rockwell Baker Memorial Community Center Parking Lot be approved.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of June, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of June, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of June, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: