	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Discussion regarding Parking Lot “F” Lease Agreement (southwest corner of IL Rt. 64 and IL Rt. 31)					
	Presenter:	Peter Suhr					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 10.28.13			
	Planning & Development			City Council			
Estimated Cost:	\$12,000	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>A portion of the parking lot located at 209 West Main Street (SW corner of Rt. 64 & Rt. 31) is being sold from the current owner and purchased by Mr. Timothy Allen. The City of St. Charles has a longstanding understanding with the current owner authorizing the City to use eleven (11) parking stalls for public parking on a no-fee basis 24 hours per day. These spaces are adjacent several other parking stalls currently owned by the City (please see attached map). The City currently pays the owner \$750/ month and has agreed to maintain the parking stalls in good working order including sweeping, snow removal, patching and striping.</p> <p>Last month, staff recommended approval of a new Lease Agreement with Mr. Timothy Allen including an increase in payment from \$750/ month to \$1,000/ month. The Lease Agreement would be in effect for five (5) years. Execution of the Lease Agreement would be subject to Mr. Allen successfully purchasing the property. After discussion and questions posed by the Committee, the agenda item was tabled for discussion at a future date.</p> <p>Staff is prepared to answer questions related to the 209 W. Main St. Parking Lot and has provided additional information about all City parking lots for reference. We have also invited Mr. Allen to join the meeting to answer any questions you may have of him. Staff has the following additional information to present and is seeking direction from the Committee in regard to the 209 West Main Street Parking Lot:</p> <ol style="list-style-type: none"> 1. A Parking Occupancy Analysis was completed in 2004 which concluded that the existing parking supply in the area is adequate to handle the existing demand of downtown St. Charles. Generally, parking use in the downtown at peak hours was about 40%-55% occupied. (See attached report dated August 2004). 2. Options to consider: <ol style="list-style-type: none"> a) Accept current offer from Mr. Timothy Allen. b) Propose counter offer to Mr. Timothy Allen (ie. shorter term contract, decreased monthly fee) c) Do NOT approve proposed Lease Agreement from Mr. Timothy Allen. d) Do NOT continue <u>existing</u> lease and forfeit authorization to use subject parking stalls. 							
Attachments: (please list)							
209 West Main Street Parking Lot Lease Agreement Downtown Parking Supply and Occupancy Analysis, August 2004 Report, Walker Parking Consultants List & Map of all City Owned/ Leased Parking Lots Map of Parcel Ownership in Block 44							
Recommendation / Suggested Action (briefly explain):							
For Information Only. Questions, discussion and feedback from Council. Action needed only if Committee wants to approve proposed Lease Agreement from Mr. Timothy Allen.							
For office use only:		Agenda Item Number: 4.f					

209 West Main Street Parking Lot Lease Agreement

This Lease Agreement (the "Agreement") is entered into this _____ day of _____, 2013, between the City of St. Charles, Illinois (LESSEE), whose business address is 2 East Main Street, St. Charles, IL 60174, and Mr. Timothy Allen (LESSOR).

1. By execution of this Agreement and in consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described property (the "Premises"), as well as its adjoining access ways:

The east 33 feet of Lot 3 in Block 44 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.
PIN – 09-27-364-008

2. LESSOR represents that he is the sole owner and currently is in title to the property described in paragraph 1. Prior to the effective date of this Agreement, LESSEE has provided evidence of title to the LESSOR.

Said Premises is located at 209 West Main Street, St. Charles, Illinois 60174, and is shown on Exhibit A attached hereto and incorporated herein by reference.

3. This Agreement shall be effective as of the date set forth above and shall continue in effect for a period of five (5) years thereafter. This Agreement is not subject to automatic renewal.

4. The provisions of Section 2 notwithstanding, LESSEE shall not utilize the Premises until the following items have been submitted and approved by LESSOR:

- a. A copy of this Agreement fully executed by the City of St. Charles; and
- b. The Certificate of Insurance as described herein.

5. LESSEE shall be authorized to use the Premises and its adjoining access ways for public parking on a no-fee basis 24 hours per day. During this time it shall be authorized to set time limits on public parking and enforce CITY parking ordinances, rules and regulations.

6. LESSEE shall, at its own cost, provide maintenance, cleaning and repair services for the Premises and its adjoining access ways and walkways, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Premises in good working order and be in accordance with the LESSEE'S usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch) mowing, bush and tree trimming (adjacent to parking lot frontage) lot lighting, signage, sealing and striping of the parkway pavement. LESSEE shall not be obligated to repave the Premises other than the patching and repair referenced in the preceding sentence.

Upon termination of this Agreement, all surfacing and other improvements of the premises shall become the sole property of LESSOR, free from any claim, lien or encumbrance.

7. LESSEE may not assign its rights under this Agreement, in whole or in part, nor shall the Premises or any part thereof be sublet, nor shall any rights or privileges granted by this Agreement be sold, transferred or assigned without first obtaining the written consent of LESSOR. Any sale, transfer, assignment or sublease in violation of this paragraph shall be void and, at the option of LESSOR, operate to terminate this Agreement.

8. LESSEE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Illinois. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include:

- a. Premises – Operations
- b. Independent Contractors
- c. Products – Completed Operations
- d. Broad Form Contractual
- e. Personal Injury

Coverage must list LESSOR as an additional insured party and be approved by LESSOR prior to the initial use of the Premises.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and all of his agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with:

- a. Any work or thing whatsoever done by LESSEE, or any condition created in or about the Premises by LESSEE during the term of this Agreement.
- b. Any act, omission, or negligence or intentional tort of LESSEE or any of LESSEE'S officers, agents, employees or contractors.
- c. Any accident, injury or damage whatsoever occurring upon the Premises as a result of LESSEE'S use of the Premises.

In the event of joint or concurrent negligence of LESSEE and LESSOR, each shall bear that portion of the loss or expense that is share of the joint or concurrent negligence bears to be the total negligence (including that of third parties) which caused the personal injury or property damage.

The LESSEE'S obligations under this provision for the term of this Lease shall not be limited in any way by the LESSEE'S limit of or lack of sufficient insurance protection. This provision shall survive any cancellation, termination or expiration of this Agreement.

10. LESSEE agrees to pay LESSOR One Thousand (\$1,000) Dollars per month, payable on the first day of every month, during the term of this Lease.

11. LESSEE agrees to maintain updated and accurate accounting records, books, and data showing any and all revenue, expenses, and monies for services performed for its activities on the Premises. This information shall be available for review by LESSOR or his designee.

Any gross revenue from parking or other activities on the Premises received by LESSEE shall be paid over to LESSOR on a quarterly basis. For purposes of this Section, the term "revenue" shall not include fines or other money received by LESSEE as a result of its enforcement of CITY parking ordinances, rules and regulations on the Premises.

12. This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

13. All parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

14. No modification, addendums or amendments of any kind may be made to his Agreement unless in writing and signed by both parties hereto.

15. This Agreement shall be governed by the laws of the State of Illinois and venue for any litigation related hereto shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Right of First Refusal: In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time or times during the original or extended term hereof, for the sale of the premises or for a lease to commence upon the expiration or earlier termination of the original or extended term hereof, the Lessor, prior to acceptance thereof, shall give the Lessee, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee; and Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase or lease the Premises, as the case may be, on the terms of said offer. If Lessee shall elect to purchase or lease the Premises pursuant to the option and first refusal herein granted, it shall give notice of such election within such sixty (60) day period. Lessee's failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of Lessee's rights and options under this and any other paragraph herein.

17. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed below.

18. Recording. The parties shall record this Lease Agreement or a Memorandum thereof at the office of the Kane County Recorder.

19. Any and all written correspondence shall be sent to the respective mailing address listed below:

LESSEE

City Administrator
City of St. Charles, Illinois
2 East Main Street
St. Charles, IL 60174
Office (630) 377-4422
E-mail: mkoenen@stcharlesil.gov

LESSOR

Indigo Real Estate
c/o Mr. Timothy Allen
27W174 Birch Rd.
Winfield, IL 60190
(630) 935-4363
E-mail: tim@indigoinc.com

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date stated above.

LESSOR

Timothy Allen, Owner

ATTEST:

Representative for Mr. Timothy Allen

City of St. Charles, Illinois:

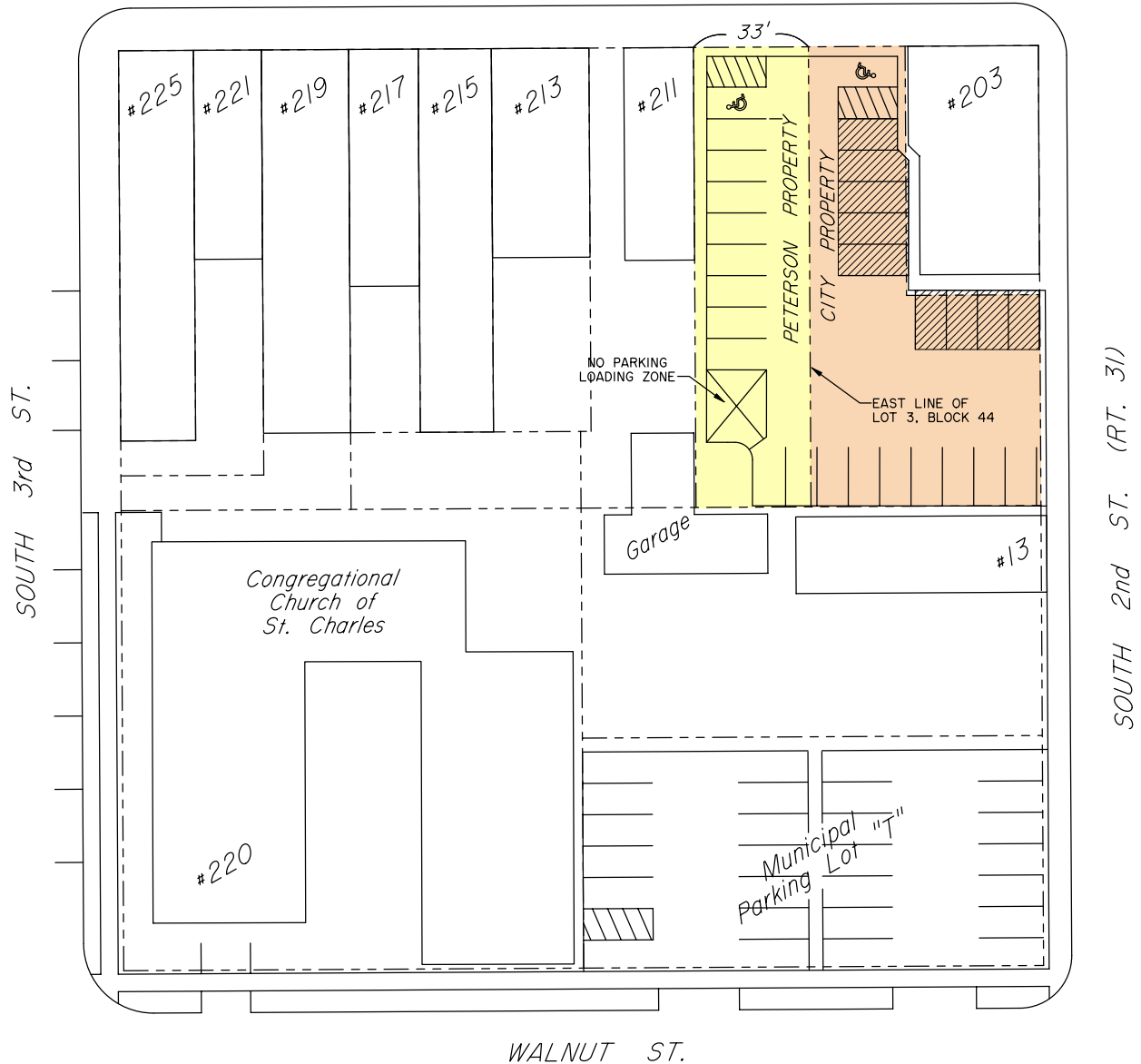
Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

EXHIBIT "PL-F" 10.40.010
MUNICIPAL PARKING LOT "F"

WEST MAIN STREET (RT. 64)

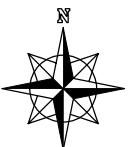


17 (90 MIN.) PUBLIC PARKING STALLS
9 (3 HR.) PUBLIC PARKING STALLS
2 HANDICAPPED STALLS

3 HR. PARKING 

90 MIN. and 3 HR. PARKING
8:00 AM - 6:00 PM. MON. THROUGH SAT.
EXCEPT HOLIDAYS

AMBROSE PARKING LOT



9/6/2013
1"=50'

CITY OF ST. CHARLES

DOWNTOWN PARKING SUPPLY AND OCCUPANCY ANALYSIS



WALKER
PARKING CONSULTANTS

AUGUST 2004

PROJECT NUMBER: 31-6292.00

- Following our comparison of the effective supply to the parking occupancy, Walker has concluded that there is a surplus of parking spaces within the downtown study area. The following table summarizes effective parking supply, the peak occupancy, and the resulting parking surplus by day at the peak times:

Day	Effective Parking Supply	Peak Occupancy	Surplus	% Occupied
Wednesday, July 21, 2004	2,099	1,173	926	56%
Thursday, July 22, 2004	2,099	1,131	968	54%
Friday, July 23, 2004	2,099	1,228	871	59%
Saturday, July 24, 2004	2,099	1,065	1,034	51%
Saturday, July 31, 2004	2,099	1,231	868	59%

- It is concluded that the existing parking supply is judged to be adequate to handle the existing demand of downtown St. Charles. Future developments that would bring significant growth may affect this finding.

Lot	Name	Owner	Location	City Financial Contribution
A	Checker Board Lot	City	NW Corner of Main Street and Riverside Avenue	None
B	Second Court Parking Lot	City & BMO Harris Bank	NW Corner of S. 2 nd Avenue and Illinois Avenue	None
C	Baker Court Parking Lot	Baker Memorial Community Center	NW Corner of S. 2 nd Street and Illinois Street	None
E	Checkmate Parking Lot	City	SE Corner of Main Street and S. 2 nd Street	None
F	Ambrose Parking Lot	Rob Peterson & City	SW Corner of Main Street and S. 2 nd Street	\$750/month
G	River Plaza Parking Lot	City	West side of N. 2 nd Street btw Cedar Street and State Street	None
H	River Court Parking Lot	City	East side of N. 2 nd Street at State Street	None
I	First Street Parking Deck	City	NW Corner of Illinois Street and S. 1 st Street	None
J	Municipal Complex Parking Lot	City	NW Corner of Riverside Avenue and Cedar Avenue	None
K	East Main Court Parking Lot	Baker Methodist Church	NW Corner of Main Street and N. 3 rd Avenue	None
L	Old St. Charles Court Parking Lot	City	West side of N. 3 rd Street btw Main Street and Cedar Street	None

N	Methodist Church Parking Lot	Baker Methodist Church	NW Corner of N. 3 rd Avenue and Cedar Avenue	None
O	VFW Parking Lot	City	West side of N. 3 rd Street btw Cedar Street and State Street	None
P	North Riverside Avenue Parking Lot	City	NW Corner of Riverside Avenue and State Avenue	None
Q	North Walnut Parking Lot	City	North side of Walnut Street btw S. 3 rd Street and S. 4 th Street	None
R	South Walnut Parking Lot	City	South side of Walnut Street btw S. 3 rd Street and S. 4 th Street	None
S	Walnut Avenue Parking Deck	City	North side of Walnut Avenue btw S. 2 nd Avenue and S. 3 rd Avenue	None
T	R.T.C. Parking Lot	City	NW Corner of S. 2 nd Street and Walnut Street	None
U	Safety Town Parking Lot	City	NE Corner of Riverside Avenue and State Avenue	None
V	Indiana Street Parking Lot	City	SW Corner of Illinois Street and First Street (East)	None
X	Indiana Street Parking Lot	City	SW Corner of Illinois Street and First Street (West)	None
Y	Indiana Street Parking Lot	City	SW Corner of Indiana Street and 1 st Street	None

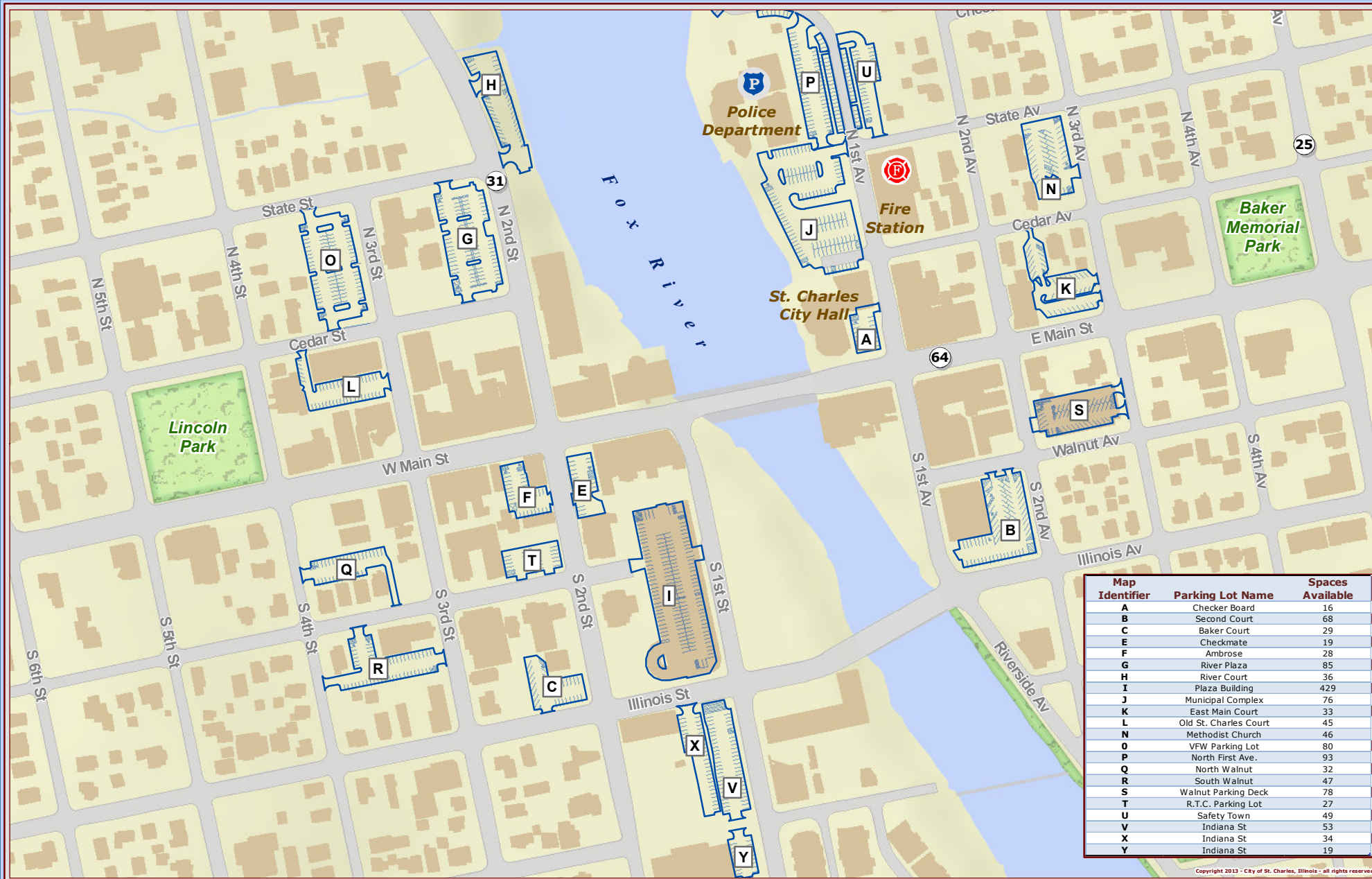


City of St. Charles, Illinois

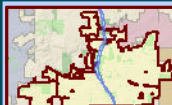
Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharles.il.gov

Downtown Parking

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



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Publication Date: September 26, 2013
Data Source: City of St. Charles, Illinois
Map Data: Esri, DeLorme, Garmin, etc.
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Map #: #12112642101310



0 80 160 320 Feet



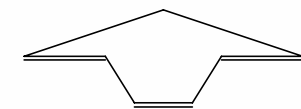
Public Parking Lot

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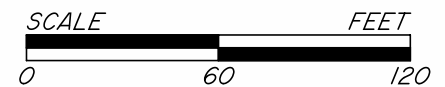


OWNERSHIP INDEX

1. EDWARD & SUSAN SEAMAN
2. B ASSETS, LLC
3. JAMES COLEMAN SR. & D. LUNDEEN
4. RP FAMILY TRUST
5. RP FAMILY TRUST
6. RP FAMILY TRUST
7. RP FAMILY TRUST
8. ROBIN, RUSSELL & RUTH PETERSON
9. RUTH, ROBIN & ROB PETERSON
10. CITY OF ST. CHARLES
11. WILLIAM GROSSKLAG
12. FREE METHODIST CURCH OF ST. CHARLES
13. FREE METHODIST CURCH OF ST. CHARLES
14. ROBIN, RUSSELL & RUTH PETERSON
15. CITY OF ST. CHARLES



NORTH



DATE: OCTOBER 7, 2013