

ORIGINAL

RES 15-257_K_042015

RESOLUTION

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND
PILGRIM CHURCH OF OAK PARK AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Lease Agreement between the Village of Oak Park and Pilgrim Church of Oak Park ("Agreement") is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 20th day of April, 2015, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb				X
Trustee Barber	X			
Trustee Brewer	X			
Trustee Lueck	X			
Trustee Ott				X
Trustee Salzman	X			
Trustee Tucker	X			

APPROVED this 20th day of April, 2015.



Robert Tucker, Village President Pro Tem

ATTEST:



Teresa Powell, Village Clerk

**LEASE AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND
PILGRIM CONGREGATIONAL CHURCH OF OAK PARK**

THIS LEASE AGREEMENT ("Lease") is made as of the 23 day of April, 2015 between Pilgrim Congregational Church of Oak Park, a religious corporation (hereinafter referred to as "Lessor") and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor shall lease to Lessee the parking lot premises at the northwestern corner of Lake Street and Elmwood Avenue, commonly known as Lot #22, 460 Lake Street, Oak Park, Illinois ("Subject Property"), legally described in Exhibit A, attached hereto and incorporated herein by reference, and depicted in Exhibit B, attached hereto and incorporated herein by reference, pursuant to the terms set forth herein for a Farmers' Market to be conducted by Lessee.

NOW, THEREFORE, pursuant to the authority set forth above and any and all other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between Lessor and Lessee as follows:

1. **Recital Incorporated.** The above recital is incorporated herein by reference as though fully set forth.
2. **Use of the Subject Property.** The Subject Property shall be used as a Farmers' Market in accordance with the Farmers' Market Description, attached hereto and incorporated herein by reference as Exhibit C, for the term of all Saturdays, between the hours of 5:00 a.m. and 3:00 p.m., from the second to the last Saturday in May through the last Saturday in October.
3. **Term of Agreement.** This Lease shall be for a term of five (5) years commencing on the effective date as set forth herein and expiring on the 31st of December 31, 2019, if not earlier terminated pursuant to Section 13 below. This Agreement shall automatically renew for five (5) successive one-year periods unless thirty (30) days written notice of termination is given by one party to the other party pursuant to Section 15 below.
4. **Rent.** The Lessee shall pay as rent \$4,800 to Lessor on or before July 1, 2015 for the first year of the Lease for the Farmers' Market season for the year 2015 as the full annual rental for the Subject Property to Lessor.

4.1.1. The rent payable to Lessor shall increase 1.5% annually for each year this Lease is in effect pursuant to the Payment Schedule, attached hereto and incorporated herein by reference as Exhibit D, and the rent payment for each of these years shall be due on or before by July 1st.

4.1.2. In addition, the Lessee shall make a one-time payment to Lessor in the amount of \$1,400 on or before May 1, 2015 for days that the Lessee used the Subject

\$4,800 July 1, 2015
\$4,872 July 1, 2016
\$4,945.08 July 1, 2017
\$5,019.26 July 1, 2018
\$5,094.55 July 1, 2019
\$5,170.97 July 1, 2020 ①
\$5,248.53 July 1, 2021 ②

12-31-2019
12-31-2020 ①
12-31-2021 ②
12-31-2022 ③
12-31-2023 ④
12-31-2024 ⑤

Property for its Farmers' Market that were not contemplated by the previous Lease between the parties.

4.1.3. If Lessee terminates this Lease on or before November 30, 2018, Lessee shall pay to Lessor a one-time amount of \$12,000. If Lessee terminates this Lease on or before November 30, 2019, Lessee shall pay to Lessor a one-time amount of \$7,000.

5. Contribution to Community. Lessee shall in a portion of its applicable advertising for the Farmers' Market make note of the fact that the doughnuts sold at the Farmers' Market are provided by the Lessor and a significant portion of the profits from the doughnut sales is returned to the community in the form of contributions to charitable and service organizations.

6. Marking Pavement in Lot. Lessee shall be permitted to mark the paved surface to identify market stalls during the Farmers' Market season.

7. Maintenance of the Subject Property. Lessee shall be responsible for cleaning litter and refuse from the Subject Property after each Farmers' Market day on or before 3:00 p.m. Farmer's Market booth operators shall be responsible to remove their own litter and refuse. Lessee shall provide and remove trash receptacles at the Subject Property during the Farmers' Market.

8. Designation of Liaison Members. Lessee's Village Manager shall designate a liaison to the Lessor for applicable Farmers' Market seasons pursuant to this Lease. Lessor shall designate a liaison to Lessee for applicable Farmers' Market seasons pursuant to this Lease. These designated individuals shall act as contact persons at the Subject Property during the Farmers' Market season and shall make a joint effort in managing issues relative to the Subject Property and the Farmers' Market. Lessee shall be responsible for the orderly operation of the Farmers' Market.

9. Provision for Electrical Outlets. Lessor shall provide Lessee with access to working electrical outlets as they currently exist at the Subject Property for demonstrations and as otherwise reasonably necessary for the Farmers' Market.

10. Access to Storage Space. As reasonably requested, Lessee shall be given easy and safe access to secure storage space as currently exists at the Subject Property, either in Lessor's Church located on the Subject Property (hereinafter referred to as the "Church") or in the freestanding storage shed located immediately north of the Church.

11. Access and Use of Restrooms. Both parties acknowledge that the plumbing system is presently inadequate to allow for free public access. Farmers' Market personnel, growers and volunteers shall have access to the Lessor's restrooms. Lessor's kitchen personnel will be instructed to allow those for whom the use of Ridgeland Common's toilet facilities is burdensome or impractical to use the toilet facilities in the Church.

Bathroom

12. Liability. Lessee shall maintain in full force and effect for the duration of this Lease, either through self-insurance and/or commercial insurance, comprehensive liability coverage, which coverage shall cover all officers, employees and agents of the Lessee, in an

amount not less than \$1,000,000.00 per occurrence against any and all claims, demands, losses, liability or judgments arising out of any act or omission of such officers, employees and agents with respect to performing or failing to perform with the scope of their responsibilities and duties under this Lease.

12.1. Lessee is a self-insured municipal corporation and is responsible for all claims any person or entity may have or make against the Lessee or the Lessor, without right of subrogation, which arise out of or are in any way related to the Lessee's use and/or occupancy of the Subject Property during the term of this Lease. The parties do not waive by any term of this Lease any rights to limitations of liability created by the Illinois Supreme Court decision in Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991), and the Illinois Worker's Compensation Act.

12.2. Lessee shall indemnify Lessor against any loss or damage the Lessor may suffer from any and all claims and/or suits based upon personal injury or property damage sustained by any person or persons as a result of the negligent operation of the Subject Property by Lessee or its agents.

13. **Termination.** This Lease may be terminated without cause by Lessor or Lessee at the conclusion of any Farmers' Market season upon the giving of notice in writing to the other party before November 30th of any year preceding a scheduled Farmers' Market season covered by the term of this Lease.

14. **Indemnification.** Nothing contained herein shall be taken as altering, changing, modifying, enlarging or diminishing any right, obligation, duty, privilege or prerogative of any party to seek indemnification or contribution from any other party as may be permitted by law. It is understood and agreed that neither party to this Lease shall be legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Lease shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

15. **Notices.** All notices required to be given under the terms of this Lease shall be given by certified or registered mail or by personal service, addressed to the applicable party as follows:

If to Lessor: Pilgrim Congregational Church
460 Lake Street
Oak Park, Illinois 60302

If to Lessee: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

15.1. Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

15.2. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

16. Access to Use Subject Property. Only necessary persons who receive prior authorization by the Farmers' Market Manager shall be allowed to use the Subject Property between the hours of 5:00 a.m. and 6:00 a.m. of any Saturday during any Farmers' Market season. Under no circumstances shall growers/vendors be permitted to set up prior to 6:00 a.m. on any Saturday during the Farmers' Market season.

17. Severability. If any of the provisions of this Lease shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Lease.

18. Section Headings. The section headings provided in this Lease are for convenience only and shall not be deemed a part of this Lease.

19. Binding Authority. The individuals executing this Lease on behalf of the Village and the District represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Lease.

20. Entire Agreement and Modifications. This Lease constitutes the entire agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement other than as contained herein. This Lease may not be modified or amended except in writing, signed by authorized representatives of both parties.

21. Governing Law and Venue. This Lease shall be governed in all respects by the laws of the State of Illinois. Venue for any action taken by either the Village or the District, whether in law or in equity, to enforce the terms of this Lease shall be in the Circuit Court of Cook County, Illinois.

22. Counterparts. This Lease may be executed in three counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same instrument.

23. Effective Date. The effective date of this Lease as reflected above shall be the later date that either Lessor or Lessee executes this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have each caused this Lease to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

PILGRIM CONGREGATIONAL
CHURCH OF OAK PARK

Bruce E. Cox
By: Bruce E. Cox
Its: 2015 Moderator
Date: 4/23, 2015

ATTEST

Daniel A. Rogers
By: Daniel A. Rogers
Its: 2015 Treasurer
Date: 4/23, 2015

VILLAGE OF OAK PARK

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager
Date: 4-23, 2015

ATTEST

Teresa Powell
By: Teresa Powell
Its: Village Clerk
Date: April 23, 2015

REVIEWED AND APPROVED
AS TO FORM

APR 17 2015
Robert H. Hyslop
LAW DEPARTMENT

EXHIBIT A

LEGAL DESCRIPTION

Lots 10, 11, 12, 13 and East 26 feet of Lot 14 in Block 29 in Village of Ridgeland, a subdivision of the East ½ of the East ½ of the West ½ of the West 1/2 of the Southwest ¼ of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 16-07-222-010-0000 and 16-07-222-020-0000

Commonly known as Pilgrim Church Parking Lot: Lot #22, 460 Lake Street, Oak Park, Illinois

EXHIBIT B

DEPICTION OF THE SUBJECT PROPERTY

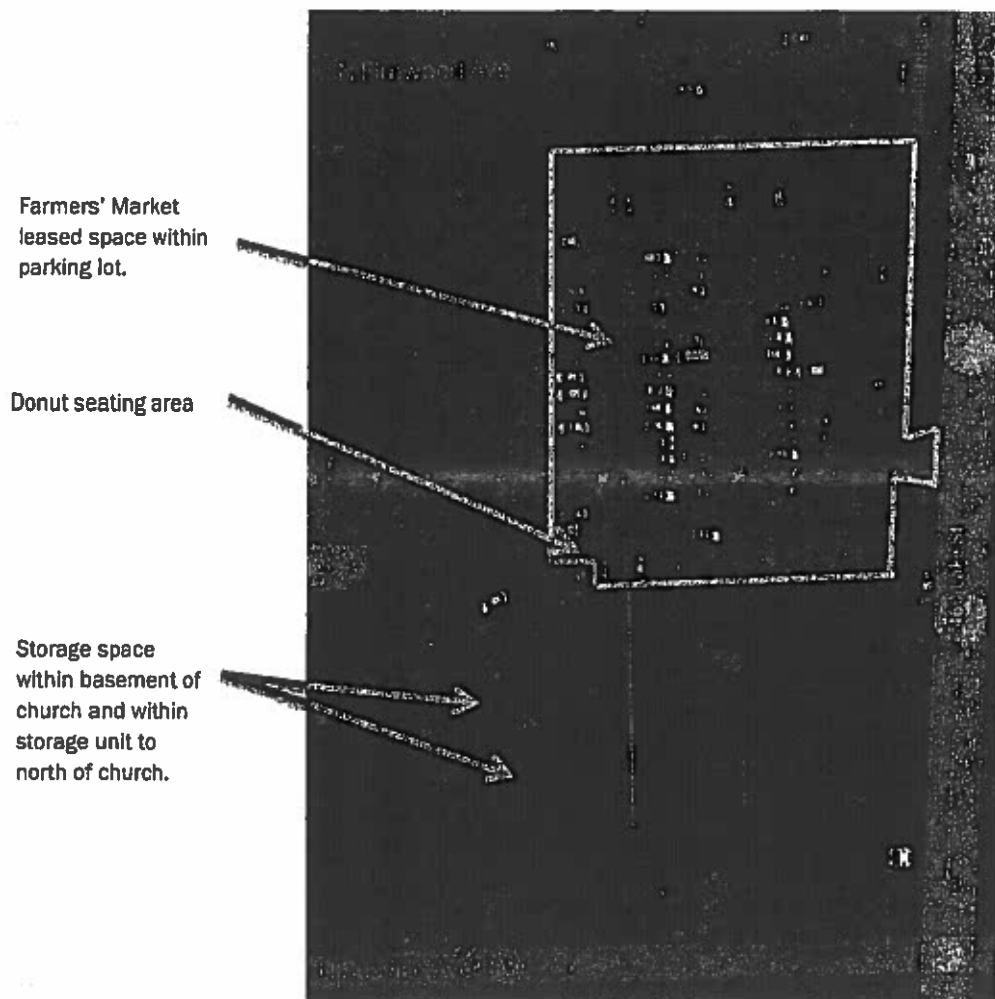


EXHIBIT C

FARMERS' MARKET DESCRIPTION

The Oak Park Farmers' Market offers high quality, locally grown produce, farm-raised meats, artisanal cheeses and naturally baked breads in the friendly, historic Village of Oak Park. The market is a step back into simpler times . . . buying things from the farmers who grow and/or raise them, surrounded by the sounds of live bluegrass music, the smell of fresh, homemade donuts and an incredible variety of nature's bounty.

The market is a community event that attracts thousands of residents and visitors to the Pilgrim Church Parking lot at 460 Lake St., just one block west of Ridgeland Avenue. Market hours are 7 a.m. - 1 p.m. every Saturday from the second to the last Saturday in May through the end of October.

EXHIBIT D

FARMERS' MARKET LEASE - PAYMENT SCHEDULE

Annual Rent Increase = 1.5%

Rent Due July 1st

	First Five (5) Year Term					Successive One (1) Year Periods				
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Annual Rent	\$ 4,800.00	\$ 4,872.00	\$ 4,945.08	\$ 5,019.26	\$ 5,094.55	\$ 5,170.96	\$ 5,248.53	\$ 5,327.28	\$ 5,407.16	\$ 5,488.27
Cumulative Rent	\$ 4,800.00	\$ 9,672.00	\$ 14,617.08	\$ 19,636.34	\$ 24,730.89	\$ 29,901.84	\$ 35,150.37	\$ 40,477.63	\$ 45,984.79	\$ 51,373.06