

RESOLUTION R-27-13

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN PARKING LEASE AGREEMENT
(1815 N. Main Street)**

WHEREAS, the City of Wheaton is undertaking a stormwater control project on North Main Street ("Project"); and

WHEREAS, the Project may cause temporary interruptions to private parking on private commercial properties within the area of the Project; and

WHEREAS, the City has agreed through various land acquisition agreements to provide alternate parking areas while private parking on private commercial properties is interrupted by the Project; and

WHEREAS, Rishadona Property & Management, Inc. has agreed to a temporary parking lease with the City to provide alternative parking for interrupted private commercial parking within the area of the Project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to a certain Parking Lease Agreement between Rishadona Property & Management and the City of Wheaton attached hereto and incorporated herein as if fully set forth as Exhibit 1.

BE IT FURTHER RESOLVED THAT City staff is hereby directed to undertake any and all actions to effectuate the terms of the Lease.

ADOPTED this 1st day of April, 2013.



Mayor

ATTEST:



City Clerk

Roll Call Vote

Ayes:	Councilman Suess Councilman Mouhelis Councilman Rutledge Councilman Saline Mayor Gress Councilwoman Pacino Sanguinetti Councilman Scalzo
Nays:	None
Absent:	None

Motion Carried Unanimously

TEMPORARY PARKING LOT LEASE BETWEEN RISHADONA PROPERTY & MANAGEMENT, INC., (“LESSOR”) AND THE CITY OF WHEATON (“LESSEE”)

WHEREAS, the City of Wheaton is undertaking a stormwater control project on North Main Street in Wheaton; and

WHEREAS, the stormwater control project may cause temporary interruptions to private parking on commercial properties within the area of the stormwater work;

WHEREAS, Rishadona Property & Management, Inc. (hereinafter “LESSOR”) has agreed to a temporary parking lease between it and the City of Wheaton (hereinafter “LESSEE”) to provide parking for the temporary interrupted private parking on commercial properties in the work area pursuant to the terms and conditions of this Lease.

NOW THEREFORE in consideration of lease payments and other good and valuable consideration as described herein LESSEE agrees as follows:

SECTION 1: LESSOR hereby leases to LESSEE the premises shown on Exhibit 1 for purposes of parking only for the period commencing on written notice by the LESSEE’s property representative and thereafter until the termination of the work necessitating this Lease. In exchange for the consideration set forth below the LESSOR hereby grants the LESSEE the authority to allow the exclusive use of the parking of automobiles and small trucks on that portion of the leased premises in existing highlighted parking areas as depicted on Exhibit 1, which is attached hereto and incorporated herein as if fully set forth. The LESSEE’s project representative shall provide the LESSOR notice of the termination of the Lease in writing upon that occurrence. The LESSEE shall further notify any private property owner who will be authorized to use the leasehold premises for parking only on the beginning date and ending date of the lease term.

SECTION 2: The LESSEE shall pay the LESSOR the sum of Five Hundred Dollars (\$500.00) for each month the Lease is active. Partial months shall be paid on a per diem basis such per diem to be determined by dividing \$500.00 by the total number of days in the partial month.

SECTION 3: LESSEE shall pay the LESSOR rent no later than five (5) business days after each full months rental and no later than five (5) business days after the termination of the Lease as provided herein. All payments shall be made to Rishadona Property & Management, Inc., at (insert address).

SECTION 4: LESSEE accepts the leasehold premises in their “AS IS” condition. LESSEE shall not be responsible for any maintenance or upkeep of the premises during the leasehold period. LESSEE and LESSOR shall jointly examine the premises prior to the commencement of the Lease to ascertain its condition. Excluding normal wear and tear damage caused to the premises during the leasehold shall be repaired by the LESSEE.

SECTION 5: The LESSEE shall be solely responsible for engineering safe egress and ingress to and from the leased premises.

SECTION 6: LESSOR reserves the right to use, occupy and enjoy non-leased property in such a manner and such a time during the term of the lease so long as it does not interfere with the LESSEE’s rights hereunder. At least seven-two (72) business hours prior to the LESSOR’s use of the property during the Lease term it shall notify the LESSEE’s representative, Sarang Lagvanker, of the use.

SECTION 7: This Lease shall be governed by the laws of the State of Illinois.

SECTION 8: Notification: All notices required to be provided under this Lease shall be in writing and either served personally during regular business hours; by facsimile transmission during regular business hours; or by regular properly address with postage paid and deposited in the U.S. Mail. Notices served personally or by facsimile shall be effective upon receipt and notices served by mail shall be effective two (2) business days after postmarked. All notices shall be addressed as follows:

CITY OF WHEATON
(insert address)

Rishadona Property & Management, Inc
(insert address)

SECTION 9: Integration: The provisions set forth herein constitute the entire agreement between the parties regarding the leasing of the premises and supersede any prior agreements or representations as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be challenged or modified unless its change or modification is in writing and duly approved and executed by both parties.

SECTION 10: Vacating the Premises: Upon termination of this Agreement the LESSEE shall vacate the premises.

Date

Authorized Signatory:
Rishadona Property & Management,
Inc.

Date

Michael Gresk, Mayor
City of Wheaton

ATTEST:

City Clerk
City of Wheaton