

**GLENCOE PARK DISTRICT  
RESOLUTION NO. 841**

**A RESOLUTION AUTHORIZING THE LEASE OF PROPERTY  
OWNED BY THE GLENCOE PARK DISTRICT**

**WHEREAS**, the Glencoe Park District ("**Park District**") is a park district organized under the Illinois Park District Code, 70 ILCS 1205-1 et seq.; and

**WHEREAS**, Section 10-7(e), 70 ILCS 1205/10-7(e) of the Park District Code authorizes park districts to lease real estate that is no longer deemed necessary for park purposes to any individual or entity for a period of time not to exceed fifty (50) years; and

**WHEREAS**, the Park District owns a parcel of land commonly known as the "Holmes Warming House" located at 680 Greenwood Avenue, Glencoe, Illinois 60022 ("**Premises**"); and

**WHEREAS**, the Park District Board of Commissioners deems the Premises are no longer deemed necessary for park and recreation purposes; and

**WHEREAS**, the Park District desires to lease the Premises to Glencoe Youth Services, pursuant to the lease agreement ("**Agreement**") attached, and made part of this Resolution by this reference, as **Exhibit A**; and

**WHEREAS**, the Park District finds the Agreement for lease of the Premises to be in the best interests of the Park District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioner of the Glencoe Park District, as follows:

**SECTION 1.** The recitals set forth above are incorporated into this Resolution as the material findings of the Board of Park Commissioners.

**SECTION 2.** The Agreement shall be and is hereby approved in substantially the form of Exhibit A. The President and Executive Director are authorized and directed to execute and seal the Agreement on behalf of the Park District in substantially the form of Exhibit A; provided, however, that if three fully executed copies of the Agreement are not submitted to the Park

District within 90 days after the adoption of this Resolution, this authority to execute and seal shall, at the option of the Board of Park Commissioners, be null and void

**SECTION 3.** The Agreement approved in Section 2 abrogates, terminates and supersedes any and all previous or contemporaneous oral or written agreements, contracts and any related negotiations between the parties with respect to the Premises.

**PRESENTED** to and **PASSED** by the Board of Park Commissioners of the Glencoe Park District this 17th day of September, 2015.

AYES: Brooks, Gaines, Lerman, Onderdonk, Palatnik

NAYS: None

ABSTENTIONS: None



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Seth Palatnik, President

ATTEST:



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Lisa M. Sheppard, Secretary

**EXHIBIT A**

Lease Agreement

(see attached)

4853-0443-1655, v. 3

LEASE AGREEMENT BETWEEN THE GLENCOE PARK DISTRICT AND  
GLENCOE YOUTH SERVICES

This Lease Agreement ("**Lease**") is entered into on September 17, 2015 ("**Effective Date**"), between the Glencoe Park District, an Illinois special district, 999 Green Bay Road, Glencoe, Illinois 60022 ("**Park District**"), and Glencoe Youth Services, an Illinois not-for-profit corporation ("**Lessee**"). In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Premises. The Park District leases to Lessee, and the Lessee leases from the Park District, the Premises commonly known as the "Holmes Warming House" located at 680 Greenwood Avenue, Glencoe, Illinois 60022 ("**Premises**").

2. Term, Option to Extend.

A. The term of this Lease shall begin on the Effective Date and terminate one year from the Effective Date.

B. In the event the Lease is in full force and effect, Lessee is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, and the time of notification is not more than twenty (20) years from the Effective Date, Lessee shall have an option to extend this Lease for a term of one year as of the date the extension term is to commence, on the same terms and conditions set forth in the Lease, except as modified by the terms, covenants and conditions as set forth below:

i. If Lessee elects to exercise said option, then Lessee shall provide the Park District with notice no earlier than 60 days prior to the expiration of the initial or extended term of the Lease. If Lessee fails to provide such notice, Lessee shall have no further or additional right to extend or renew the term of the Lease.

ii. This option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid option to extend this Lease shall be “personal” to Lessee as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to extend.

3. Rent.

A. The Lessee will pay the Park District \$1.00 per year as rent under this Lease.

B. As additional rent, the Lessee will be responsible for payment of all utility services provided to the Holmes Warming House.

C. The Lessee further agrees to reimburse the Park District for any increases in insurance premiums which may be charged by the Park District’s insurance carrier as a result of the Lessee’s use of the Leased Premises.

4. Alterations and Improvements.

A. No alterations or improvements shall be made to the Premises without approval from the Park District’s Executive Director (“**Executive Director**”).

B. The Park District agrees to perform only the maintenance and building improvements on the Premises deemed necessary, in the sole and absolute discretion of the Executive Director (“**Improvements**”). The Park District’s annual cost for maintenance and building improvements on the Premises shall not exceed \$2,000 during any initial or extended lease term.

C. In the event that the cost of Improvements exceed \$2,000 during the initial lease term, or any extended lease term, the Park District’s Board of Commissioners (“**Board**”) may: 1) authorize additional Improvements by the Park District, with costs not to exceed a specific amount; 2) accept donations from the Lessee for the cost of the Improvements; or 3) immediately terminate this Lease, upon written notice to the Lessee.

5. Access to Premises. The Lessee will allow the Park District free access to the Premises at any time, for safety inspections and for the purpose of examining or exhibiting the Premises.

6. Right to Re-Let. Lessee agrees not to assign this Lease or sublet the Premises or any portion of the Premises without first obtaining the written consent of the Executive Director.

7. Condition of Premises.

A. The Lessee knows the condition of the Premises and has received the Premises in good repair and acknowledges that no representations as to the condition and repair and no agreements to decorate, alter, repair or improve the Premises have been made by the Park District or its agents prior to or at the execution of this Lease that are not expressed in this agreement.

B. Lessee must maintain the Premises in a safe condition, as determined by the Executive Director in her sole and absolute discretion.

i. If the Lessee fails to cure an unsafe condition upon 30 days notice from the Executive Director, the Park District may immediately terminate this Lease, upon written notice to the Lessee.

ii. Lessee recognizes that there is an aging structure on the Premises and if, as determined by the Executive Director in her sole and absolute discretion, the Premises becomes uninhabitable, the Park District may, upon written notice to the Lessee, 1) immediately terminate this Lease; or 2) require the Lessee to vacate the Premises and relocate to a room at the Takiff Center located at 999 Green Bay Road for the remainder of the Lease term under such conditions prescribed by the Executive Director.

8. Park District Remedies. If the Lessee vacates the Premises, in the case of nonpayment of any part of the rent or additional rent, or in the event of the breach by the Lessee

of any of the covenants of this Lease, the Lessee's right of possession of the Premises will terminate, and the Lessee is required to immediately surrender the Premises; and if the Park District so elects, this Lease will terminate.

9. Compliance with Laws. During the use of the Premises, the Lessee must comply with all local, State and Federal laws and regulations.

10. Notices. Notices may be served on either party to this Lease at the following addresses, or as updated by notice to the other party, as the case may be:

If to Lessee, at:                   Glencoe Youth Services  
  PO Box 316  
  Glencoe, IL 60002

If to Park District, at:           999 Green Bay Road  
  Glencoe, IL 60022

With a copy to:                   Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.  
  140 S. Dearborn, Ste 600  
  Chicago, IL 60603  
  Attn: Robert K. Bush

11. Liability. The Lessee, by signing and accepting this Lease, agrees to compensate the Park District for any damages from the Lessee's use of the Premises; and agrees to defend, hold harmless, and indemnify the Park District for and against all liability for injury or death arising from the Lessee's use of the Premises. Any damages to the Premises, building improvements, or fixtures must be reported promptly to the Park District.

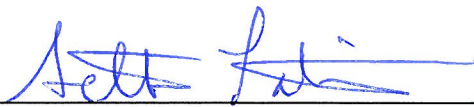
12. Insurance. Lessee shall keep in force during the term of this Lease a policy of commercial general liability insurance insuring against any liability arising out of Lessee's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Lessee, its agents, employees, contractors, and invitees in and about the Premises. At the commencement of the Lease Term, such insurance shall provide coverage for and shall be in

the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Park District shall have the right to increase the amount of insurance required hereunder to reflect changing market conditions or industry standards. Lessee's coverage shall be primary insurance as respects the Park District, its officers, agents, and employees. Any insurance or self-insurance maintained by the Park District shall be excess of the Lessee's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.


13. Termination. Notwithstanding any provision set forth herein, the Park District may terminate this Lease or any extension thereto, upon 30 days written notice of same served upon the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

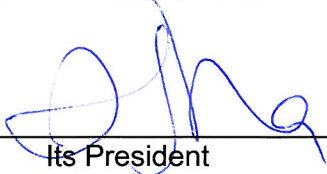
LESSOR: GLENCOE PARK DISTRICT, an Illinois special district

By:   
\_\_\_\_\_  
President

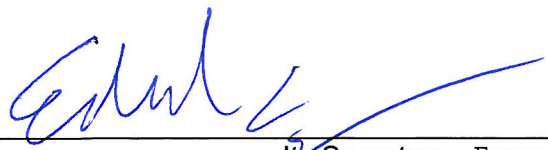
Attest:

  
\_\_\_\_\_  
Secretary

LESSEE: Glencoe Youth Services

By:   
\_\_\_\_\_  
Its President

Attest:

  
\_\_\_\_\_  
~~Its Secretary~~ Executive Director