

**RESOLUTION 2012-181**

**A RESOLUTION AUTHORIZING THE TRANSFER OF \$18,000 FROM THE POLICE PATROL SALARIES ACCOUNT TO THE CAPITAL SUBFUND POLICE BUILDING ENGINEER/ARCHITECT ACCOUNT IN ORDER TO PAY FOR POLICE STATION BUILDING DESIGN SERVICES**

**WHEREAS**, the Police Department is using an architectural consultant to design changes to the Police Station; and

**WHEREAS**, \$18,000 of budgetary authority needs to be transferred into the Capital Sub Fund Police Building Engineer/Architect account to fund this work; and

**WHEREAS**, \$18,000 is available in Police Patrol Full Time Salaries because of retirements and hiring lag;

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

**THAT** the Finance Director shall transfer \$18,000 from Police Patrol Full Time Salaries account (0103036-500010) to the Capital Sub Fund Police Building Engineer/Architect account (0209048-550060).

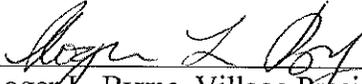
Dated the 4<sup>th</sup> of December, 2012

Adopted by roll call votes as follows:

AYES: 4 – Williams, Hebda, Marquardt, Schwartz

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Koch, Schultz

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 12/04/2012

APPROVED: 12/04/2012

ATTEST: 12/05/2012

  
\_\_\_\_\_  
Michael S. Allison, Village Clerk

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this 4th day of December, 2012, by and between LINCOLNSHIRE PRAIRIE VIEW SCHOOL DISTRICT 103 ("Lessor") and THE VILLAGE OF VERNON HILLS, a municipal corporation ("Lessee") for the property described on Exhibit "A," attached hereto and incorporated herein, commonly known as the field at the Vernon Hills Athletic Complex (VHAC)(formerly Nike site and Libertyville Training Site), Vernon Hills, Illinois (the "Property").

### LEASE COVENANTS AND AGREEMENTS

1. **TERM.** The term of this Lease shall be three (3) years and shall commence on January 1, 2013 ("Commencement Date") and expire on December 31, 2015 ("Expiration Date"); provided, however, that either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
2. **CONSIDERATION.** In consideration of the leasing of the Property, Lessee agrees to maintain the property at its expense.
3. **SECURITY DEPOSIT.** Lessee has not deposited a Security Deposit with Lessor.
4. **CONDITION OF PROPERTY.** Lessee has examined and knows the condition of the Property and acknowledges that no representations as to the condition thereof have been made by Lessor, or any agent, prior to or at the execution of this Lease that are not herein expressed. Lessee hereby acknowledges that Lessee shall take possession of the Property "As-Is"- "Where-Is."
5. **USE AND MAINTENANCE.** Lessor and Lessee shall utilize the Property as athletic fields for use by the public; provided, however, that Lessor's use of the Property shall not exceed twenty-five percent (25%) of the total use of the Property. At all times during the term of the Lease, Lessee shall maintain the Property in accordance with the Annexation Agreement by and between the Village of Vernon Hills and the Lincolnshire Prairie View School District 103 dated March 20, 2001 ("Annexation Agreement") and the terms of this Lease. In the event Lessor's use of the Property exceeds twenty-five (25%) of the total use of the Property, the parties shall share all maintenance costs accruing thereafter equally.
6. **SUBORDINATION.** Lessor and Lessee agree that this Lease shall be subject and subordinate at all times to the terms and conditions of the September 15, 2000, Quitclaim Deed, a copy of which is attached hereto as Exhibit A. Lessor and Lessee agree to abide by all terms and conditions contained in said Quitclaim Deed and further agree to surrender the estate hereby created upon thirty (30) days notice from the United States Department of Education. The parties further acknowledge that this Lease is subject to approval of the United States Department of Education.

7. **MECHANIC'S LIEN.** Neither party will cause or allow any mechanic's lien or liens to be placed upon the Property.
8. **INDEMNITY FOR ACCIDENTS.** Each party shall be liable for its use of the Property. Each party covenants and agrees that it will protect and save the other party harmless and indemnified against and from any penalty or damages or charges arising from its use of the Property, and said party will at all times defend, protect, indemnify, save and keep harmless the other party against and from all loss, cost, damage or expense, stemming from any accident or other occurrence on or about the Property arising from its use of the Property or obligations under this Lease.
9. **INSURANCE POLICIES.** At all times herein, both parties will maintain general liability insurance policies in the amount of five million dollars. Each party shall add the other party to said policies as additional insureds.
10. **WATER, GAS AND ELECTRIC CHARGES.** Both parties will pay for its water, gas and power bills, if any, taxed, levied or charged on the Property, for and during the term of the Lease.
11. **DEFAULT.** If default is made in any of the covenants herein contained by either party and said party fails to cure the default within ten (10) days after receipt of written notice specifying the default, either party may at its election, pursue any and all remedies available at law or equity.
12. **PAYMENT OF COSTS.** In the event of any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease or the Property, the nonprevailing party in such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection with such action or proceeding.
13. **RIGHTS CUMULATIVE.** The rights and remedies under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar any party from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy waive any other right or remedy.
14. **NOTICE.** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested as follows:

To the Village

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061  
*Attention: Village Manager*

with a copy to: Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061  
*Attention: Village Clerk*

and with a copy to: Schain, Burney, Banks & Kenny Ltd.  
70 W. Madison Street, Suite 4500  
Chicago, Illinois 60602  
*Attention: Robert Kenny*

To the District: Lincolnshire Prairie View School  
District 103  
1370 Riverwoods Road  
Lincolnshire, Illinois 60069  
*Attention: Superintendent*

with a copy to: Scarlano, Himes and Petraica, Chtd.  
180 N. Stetson, Suite 3100  
Chicago, Illinois 60601  
*Attention: Kevin B. Gordon*

15. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.
16. **SEVERABILITY.** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

**LESSEE:**

Village of Vernon Hills, an Illinois  
municipal corporation

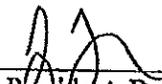
By:   
Its: Village President

**ATTESTED TO:**

By:   
Its: Village Clerk

**LESSOR:**

Lincolnshire Prairie View District 103

By:   
Its: President, Board of Education

**ATTESTED TO:**

By: Norma Taylor  
Its: Secretary