

54-O-12

AN ORDINANCE

Authorizing the Lease of Certain Room Space on the First Floor of the Lorraine H. Morton Civic Center (Room 1030) to the League of Women Voters of Evanston from June 1, 2012 through May 31, 2015

WHEREAS, the City of Evanston (the "City") owns certain real property legally described as follows:

PARCEL 1

Lot 1 (except the South 33 feet) thereof in Academy's Subdivision of a part of Lot 19 in the Assessors Division of Section 7, Township 41 North, Range 14, east of the Third Principal Meridian, according to the plat of said Subdivision recorded June 2, 1897, in Book 72 of plats, page 36 as Document 2546204.

PARCEL 2

Lots 1 to 18 (except the South 33 feet of said Lots 2 and 18) in Academy's Subdivision of part of Lot 19 in the Assessor's Division of fractional Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, according to the plat of said subdivision recorded June 29, 1900, in book 78 of plats, page 48 as Document 2980315.

PARCEL 3

All of the North and South 20 foot vacated alley lying West of and adjoining Lot 1 in Academy's subdivision aforesaid also all of the East and West 16.9 foot vacated alley lying between Lots 9 and 10 in Academy's Subdivision aforesaid all in Cook County, Illinois,

commonly known as 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, said real estate is improved with a five-story building known as the Lorraine H. Morton Civic Center (the "Civic Center"); and

WHEREAS, the League of Women Voters of Evanston (the "League") currently leases from the City certain first floor room space, commonly known as room

1030, in the Civic Center, and the League desires to continue leasing said room space;
and

WHEREAS, the City Council has determined that it is in the best interests of the City to negotiate and execute a three (3)-year lease agreement for said room space with the League,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 1979, as amended (the "City Code"), the City Manager is hereby authorized and directed to negotiate and execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, the lease agreement, by and between the City, as lessor, and the League, as lessee, for the first-floor room space in the Civic Center, in accordance with the rental schedule and terms provided in the lease agreement. The lease agreement shall be in substantial conformity with the Lease attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions on the Lease of aforesaid room space as may be determined to be in the best interests of the City.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: If any provision of this Ordinance or application thereof to

any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 6: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Ayes: 8

Nays: 0

Introduced: May 29, 2012

Approved:

Adopted: June 11, 2012

June 13, 2012

Elizabeth B Tisdahl
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

Rodney Greene
Rodney Greene, City Clerk

W Grant Farrar
W. Grant Farrar, Corporation Counsel

EXHIBIT A

***Lease between the City of Evanston and the League of Women Voters
for the Lorraine H. Morton Civic Center, Room 1030,
from June 1, 2012 through May 31, 2015***

**LEASE BETWEEN THE CITY OF EVANSTON AND THE LEAGUE OF
WOMEN VOTERS FOR THE LORRAINE H. MORTON CIVIC CENTER,
ROOM 1030 FROM JUNE 1, 2012 THROUGH MAY 31, 2015**

TERM OF LEASE

DATE OF LEASE:

BEGINNING	ENDING	ANNUAL RENT
June 1, 2012	May 31, 2015	\$218.00/month in Year 1 running June 1, 2012 – May 31, 2013
		\$222.00/month in Year 2 running June 1, 2013 – May 31, 2014
		\$226.00/month in Year 3 running June 1, 2014 – May 31, 2015

DEMISED PREMISES:

Room 1030
2100 Ridge Avenue
Evanston, Illinois 60201

PURPOSE: Utilization of vacant office space in the Lorraine H. Morton Civic Center by the League of Women Voters of Evanston for conduct of official business.

LESSEE: League of Women Voters of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

LESSOR: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE Room 1030 of the Lorraine H. Morton Civic Center consisting of one hundred three (103) square feet, to be used for the business activities of the LESSEE subject to the conditions stated herein.

1. The LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable one month in advance, by the first calendar

day of each month. Said rent shall be paid at the office of the LESSOR, Facilities Management Department, Room 1450, 2100 Ridge Avenue, Evanston, Illinois 60201.

2. This is a lease renewal. Lessee knows the condition of said demised premises, acknowledges the same to be in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by the LESSOR or its agent at any time that are not expressed herein or herein endorsed.

3. LESSOR will at all reasonable hours during each day and evening, from October 1st to May 31st, during the term, when required by the season, furnish at its own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that the LESSOR shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the said building. LESSOR will air-condition the premises between June 1st and September 30th.

4. LESSOR will cause the halls, corridors and other parts of the building adjacent to the demised premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

5. LESSEE shall comply with such rules and regulations as may later be required of it by LESSOR for the necessary, proper, and orderly care of the Lorraine H. Morton Civic Center building in which the demised premises are located.

6. LESSEE shall neither sublet the demised premises or any part thereof,

assign, nor otherwise transfer this Lease nor permit by any act or default any transfer of LESSEE'S interest by operation of law, nor offer the demised premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the prior written consent of LESSOR.

7. No modifications, alterations, additions, installations, or renovations including decorating shall be undertaken by the LESSEE without first obtaining the written permission from the LESSOR. The cost of all alterations and additions, etc. to said demised premises shall be borne by the LESSEE and all such alterations and additions shall remain for the benefit of the LESSOR. In the event uniform window treatment is required by LESSOR, LESSOR shall supply and install materials at LESSOR'S expense.

8. LESSEE shall return the demised premises to LESSOR at the termination of the lease with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, shall not allow any waste or misuse, and will not neglect the water or light fixtures on the demised premises; LESSEE shall compensate other tenants of the building for damage caused by Lessee's misuse, waste or neglect.

9. At the termination of the Lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of two hundred and no/100 dollars (\$200.00) per day, and it shall be lawful for the LESSOR or his legal representative at any time thereafter, without notice, to re-enter the demised premises or any part thereof, and to expel, remove and put out the LESSEE or any person or persons occupying the said premises, using such force as

may be necessary so to do, and to repossess and enjoy the premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in case the said premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the LESSEE hereby authorizes and requests the LESSOR as LESSEE'S agent to re-enter the premises and remove all articles found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage place for no more than forty-five (45) days, at the cost and expense of LESSEE, and proceed to re-rent the said premises at the LESSOR'S option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the LESSOR. If the LESSEE shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five (5) business days after the day whereon the same should be paid, the LESSOR by reason thereof shall be authorized to declare the term ended, and the LESSEE hereby agrees that the LESSOR, his agents or assigns may begin suit for possession or rent.

10. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE or others as herein provided, the LESSEE hereby authorizes and requests the LESSOR to sell the same at public or private sale within fifteen (15) days notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to LESSEE upon demand.

11. At the termination of this Lease by lapse of time or otherwise, Lessee shall leave the demised premises in broom clean condition and shall turn over any and all keys to the City Manager. Lessee shall pay Lessor for any damages to the leased premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing therefor by the City.

12. In the event that the LESSOR, his successors, attorneys or assigns shall desire to regain the possession of the demised premises herein described for any reason, LESSOR shall have the option of so doing upon giving the LESSEE sixty (60) days notice of LESSOR'S election to exercise such option.

13. Only those signs, posters and bulletins expressly permitted by LESSOR shall be allowed in and around the building containing the demised premises. This condition shall include, but not be limited to, signage, posters, or announcements relating to any election, candidates for public office, or other matters of public interest.

14. The LESSOR will at its cost supply electric lighting, cleaning and general maintenance of the demised premises and adjoining stairwells and access corridors. The cleaning of said premises shall be conducted on the same schedule and in the same scope and manner as with other City offices, during hours which will not unreasonably interfere with the conduct of business.

15. Access to the building and the demised premises during periods other than regular business hours, by the LESSEE, his agents or employees shall be allowed only to the demised premises and the corridors and stairwells required for access thereto, and only to those persons who have been designated in writing by the LESSEE and approved by the LESSOR.

16. All applicable laws, and ordinances, and City policies concerning political activities and electioneering shall be observed by the LESSEE in and around the demised premises.

17. The provisions of the Municipal Code of the City of Evanston concerning the consumption and use of alcoholic beverages are hereby incorporated by reference and made a part of this lease.

18. The LESSEE agrees that there shall be no unrefrigerated food stored on the leased premises, and that no refrigerator of a capacity greater than six (6) cubic feet, or stoves or other appliances for the preservation or preparation of food, other than a coffee pot or device for warming water for beverage preparation, shall be installed or otherwise maintained on the premises.

19. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General liability policy in the amount of one million and no/100 dollars (\$1,000,000.00) with respect to the leased premises, with provisions acceptable to Lessor, and the activities of LESSEE in the leased premises. LESSEE shall furnish copies of a Certificate of Insurance with the LESSOR/OWNER named as an additional insured with an insurance company acceptable to the LESSOR. The LESSEE shall furnish, where requested, a certified copy of the policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than an A- Policyholder's Rating by the Alfred M. Best Company will not be

considered acceptable. LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

LESSEE hereby agrees to indemnify, protect and save LESSOR safe and harmless against all claims, actions, or causes of action resulting from loss, damage, or injury to any person or persons or property caused by, connected with, or resulting from LESSEE's operations on the leased premises or any activities by LESSEE's agents, servants, employees, or invitees thereon.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern. If requested by the LESSOR, the LESSEE at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any and all suits or other legal proceedings that may be brought or instituted against the LESSOR, or any such claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom. Notwithstanding any of the foregoing, LESSEE has no obligation to defend or indemnify LESSOR in or for any claim or action against LESSOR alleging negligence or gross negligence.

20. The Lease is executed in Evanston, Illinois. The laws of Illinois shall be applicable in the event of a dispute between Lessor and Lessee. Venue shall be in Cook County, Illinois. The parties waive trial by jury.

21. Notices given or required under this Lease shall be sent to the City in care of the Facilities Management Department and to the League of Women Voters. A mailed notice must be sent by first class mail, return receipt requested and is effective five (5) days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

22. The persons whose names are subscribed below on behalf of the Lessor and Lessee represent and warrant that they are properly authorized to execute this Lease on behalf of their respective parties.

WITNESS the hands and seals of the parties hereto, as of the date of this Lease stated above.

LESSOR:

LESSEE:

City of Evanston

League of Women Voters of Evanston

By: Wally Bobkewicz
Wally Bobkewicz, City Manager

By: Elizabeth R. Hayford
Elizabeth R. Hayford

Typed Name

Treasurer

Title

ATTEST:

By: Rodney Greene
Rodney Greene, City Clerk

Date: June 26, 2012

Date: June 23, 2012

Approved as to form:

W. Grant Farrar
W. Grant Farrar, Corporation Counsel

END OF DOCUMENT