

7/20/94

52-R-94

A RESOLUTION

Authorizing the City Manager to Execute a Lease
For Property located at 1335 Dodge Avenue
Evanston, Illinois
(Evanston Fire Department Administrative Headquarters)

WHEREAS, it is in the best interest of the Evanston Fire Department that the Administrative Headquarters of the Department be relocated in order that a comprehensive renovation, rehabilitation and construction of certain Fire Department buildings be undertaken.

WHEREAS, the City Council has determined that it is in the best interest of the City of Evanston that Fire Department Headquarters be located at 1335 Dodge Avenue, Evanston, Illinois;

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston a lease by and between the City of Evanston (Lessee) and Robert M. Salvin, (Lessor) for space known as 1335 Dodge Avenue, Evanston, Illinois. The aforesaid rental shall be at a base cost of Twenty Three Thousand Dollars (\$23,000.00). A copy of said lease marked as Exhibit A is attached hereto and incorporated herein by reference;

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions or terms on the lease of aforesaid property at 1335 Dodge Avenue, Evanston, Illinois;

SECTION 3: This Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Lorraine H. Morton
Mayor

ATTEST:

Kustan Davis
City Clerk

Adopted: July 25, 1994

OFFICE LEASE

1335 Dodge Avenue, Evanston, Illinois 60201

Date of Lease _____

Term of Lease Beginning _____ Ending _____

Monthly Rent _____

LESSEE _____

Address _____

City _____

LESSOR ROBERT M. SAVLIN

Address 1335 DODGE AVENUE

City EVANSTON, ILLINOIS 60201

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purposes the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. RENT: Lessee covenants to pay Lessor, as total monthly rental during the term of this lease, the sum of \$1,916.67, payable without prior demand, commencing on September 15, 1994, in one annual installment of \$23,000.00 on or before the commencement date of this lease. A second annual installment of \$23,000.00 will be due on or before the second anniversary date of this lease (September 15, 1995).

2. USE: Lessee shall use and occupy the premises for the office business of the Fire Department administrative offices. The premises shall be used for no other purpose.

3. CARE AND MAINTENANCE OF PREMISES:

(a) Lessee acknowledges that the leased premises, consisting of the entire second floor, including a shared use of the conference area on the 1st floor, are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the leased premises in good and safe condition, including glass, electrical wiring, cabinets, office furnishings belonging to the lessor, plumbing and any other system or equipment upon the leased premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

(b) Lessor shall maintain the Building in compliance with all applicable codes. Lessor shall at its expense, maintain in good repair, reasonable wear and tear excepted, all structural elements of the Building including the roof and foundation, and all building systems, including, plumbing, and heating, ventilating, and air-conditioning system(s). Lessor shall maintain structural soundness and water-and air-tightness of the exterior walls. Lessor shall perform all maintenance and repairs promptly, in a workmanlike manner, and in compliance with applicable codes.

(c) Lessor shall, upon notice from Lessee, commence within twenty-four (24) hours to secure estimates and schedule work from contractors in order to cure defects which materially affect the use of the premises and/or the comfort of its employees and patrons. Lessor shall complete said cure as expeditiously as possible. In the event Lessor fails to commence a cure within a reasonable time frame, Lessee may effect a cure. Lessor shall promptly reimburse Lessee for all costs and expenses associated with said cure.

4. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

5. UTILITIES: Lessee shall make the necessary application for electric and scavenger service and this shall be made in the name of the Lessee only. The entire building is under one meter for gas heating, and the Lessee, occupying roughly one half of the building shall be responsible for one half of the heat. Lessor shall present a heating bill to the Lessee which shall be due within 30 days. The Lessee shall be solely responsible for all of their telephone equipment, installation fees, programming, repairs and services.

6. MAINTENANCE: While the Lessor is providing the lessee with a rent free use of the several common areas of the building and property, i.e., conference room and parking lot, the lessor is expected to contribute to the general costs and maintenance of these areas. A monthly maintenance fee of \$200.00 to cover these costs will be due on the first of each month.

Said additional rent shall be added and paid along with the next monthly installments due. Rent mailed in shall be deemed paid the date it is received by the Lessor. Said additional rent, when payable under this paragraph, is an additional covenant of Lessee to pay rent. If Lessee fails to make said additional rent payment, Lessor may enforce its rights and remedies under this Lease. Nothing in this paragraph shall be construed to adjust, alter, or modify any due dates specified in this Lease.

7. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this lease, to place upon the premises any usual "TO LET" or "FOR LEASE" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

8. LESSOR'S LIABILITY INSURANCE: It is agreed that the Lessee will be named as being coinsured for liability with regard to the common areas and property.

(a) The Lessor shall obtain all insurance required herein and such insurance must be approved by the City's Loss Prevention Coordinator.

(b) The Lessor shall furnish two (2) copies of certificates, with the City named as an additional insured, showing the following minimum coverage in an insurance company acceptable to the City's Loss Prevention Coordinator.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE			
	Bodily Injury and Consequent Death	Property Damage		
Thirty day notice of cancellation required on all certificates	Per person	Each Occurrence	Each Occurrence	Aggregate
Commercial General Liability including:		\$1,000,000	\$5000,000	\$500,000
1. Comprehensive form				
2. Premises — Operations				
3. Explosion & Collapse Hazard				
4. Underground Hazard				
5. Products/Completed Operations Hazard				
6. Contractual Insurance — With an endorsement on the face of the certificate that includes the "Indemnity" in the indemnity paragraph of the specifications.				
7. Broad Form Property Damage — construction projects only.				
8. Independent contractors.				
9. Personal Injury.				

(c) In the event of accidents, injuries, or unusual events, whether or not any injury occurred, the Lessor shall promptly furnish the City's Loss Prevention Coordinator with copies of all reports of such incidents.

9. INDEMNITY:

(a) Lessor's insurance company shall insure the following indemnity agreement:

"the Lessor shall indemnify, protect and save harmless the City of Evanston, its agents, officials and employees, against all injuries, deaths, loss damages, claims patents claims, suits, judgements costs and expenses which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Lessor or his employees, or of the City or its employees; and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgements shall be rendered against the City in any such act, the Contractor shall, at his own expense, satisfy and discharge same."

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

(b) The lessor shall furnish, when requested, a certified copy of the policy(s) to the City. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such changed or cancellation shall not be effective until thirty (30) days after the City has received written notice from the insurance company(s). Such notice shall be mailed to the City in care of the Safety Department, 2100 Ridge Avenue, Evanston, Illinois, 60204. An insurance company having less than a B+ Policyholders Rating by the Alfred M. Best and Company, Inc. will not be considered acceptable.

10. ALTERATIONS: Any alterations, improvements, additions or fixtures affixed to the Premises, that may be made or installed upon the Premises by either the Lessor or the Lessee, with the prior written consent of Lessor, shall become and remain the property of the Lessor, and, at the termination of this Lease, shall remain upon and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury, except that if Lessor so notifies Lessee, Lessee shall promptly remove such alterations, improvements, and additions as Lessor shall specify and repair any damage to the Premises caused by such removal. If the Lessor consents to such alterations or additions, before the commencement of the work or delivery of any materials onto the Premises, the lessee shall furnish the Lessor with plans and specifications, names and addresses of contractors, and all subcontractors and suppliers, copies of proposed contracts, necessary permits, and indemnification in form and amount reasonably satisfactory to Lessor and wavers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions.

11. PARKING: Two (2) parking spaces will be provided the Lessee. Lessee may also double-up (bumper to bumper) to create a third parking space.

12. HALLS: Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

13. RULES AND REGULATIONS: The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.

14. ASSIGNMENT, SUBLETTING: Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the 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 written consent of Lessor.

15. EMINENT DOMAIN: If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

16. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease. The Lessor may exercise an option to terminate their Lease within 60 days if they are required to seek other occupancy.

17. SURRENDER OF PREMISES: Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of the Lessor; and all alterations which may be made by either party hereto upon the Premises, except movable furniture, phones, computer lines and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

18. TERMINATION, ABANDONMENT, REENTRY, RELETTING: At the termination of this 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 \$200.00 per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, to reenter the Premises or any part thereof, with process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, 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 preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's

agent to reenter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the 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, except as required by Illinois statute.

19. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

20. HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. LESSEE; LESSORS: The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations, and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

22. ADDITIONAL REMEDIES: If Lessee shall default under any covenant contained in the Lease, including but not limited to the covenant to pay rent or additional rent, then the Lessor takes the right to enforce legally all of the provisions of this Lease, provided for in this lease. This right may, at the option of any assignee of Lessor's interest in this Lease, be exercised by any such assignee of Lessor's right, title, and interest in the Lease in his, her, or their own name.

23. SEVERABILITY: In the event a court of competent jurisdiction enters a final order invalidating an agreement or covenant contained herein, then in that event, such agreement or covenant shall be severable from the remaining agreements and covenants contained herein, and this Lease shall be interpreted as if such invalid agreements or covenants were not contained herein.

24. APPLICABLE LAW: This Lease is made and executed under the Laws of the State of Illinois.

25. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of, and be binding upon, the parties hereto, and the successors and assigns of the parties hereto respectively — provided however, that Lessee may not assign and / or sublet except as here provided.

26. MECHANIC'S LIENS: Lessee will not permit any mechanics lien or liens to be filed against said Premises or any building or improvement thereon during the term hereof for any work done for, or materials furnished to, Lessee, unless such lien or liens are being contested diligently and in good faith — and unless, upon written demand of Lessor, Lessee deposits an amount equal to the claimed lien with Lessor to secure payment of any lien it contests.

27. SUBORDINATION: Lessor has heretofore and may hereafter, from time to time, execute and deliver a mortgage or a trust deed in the nature of a mortgage, both referred to herein as "Mortgage", against the Premises, or any interest therein. If requested by the mortgagee or trustee under any Mortgage, Lessee will either (a) subordinate its interest in this Lease to said Mortgage, and to any and all advances made thereunder, and to the interest thereon, and to all renewals, replacements, modifications, and extensions thereof, or (b) make Lessee's interest in the Lease superior thereto; and Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any Mortgage.

It is further agreed that if any Mortgage shall be foreclosed, (i) the liability of the mortgagee or trustee thereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Lessor under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the mortgagee or trustee, Lessee will attorn, as Lessee under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment.

28. ESTOPPEL CERTIFICATE: The Lessee agrees that, from time to time, upon not less than 10 days prior request by Lessor, or the holder of any Mortgage, the Lessee (or any permitted assignee, sub lessee, licensee, concessionaire, or other occupant of the Premises claiming by, through or under Lessee) will deliver to Lessor or to the holder of any Mortgage a statement in writing signed by Lessee certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and identifying the modification); (b) the dates to which the rent and other charges have been paid; (c) that the Lessor is not in default, under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that the Lessor is not in default, under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in the Lease; (f) that there

are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy Laws of the United States of any State thereof, and (g) all such other matters as may be required by the holder of the Mortgage.

29. REAL ESTATE BROKERS: Lessee represents that Lessee has dealt with no brokers or real estate agents connection with this Lease.

30. OPTION TO RENEW: Lessee is hereby granted the right and option to renew his lease for a term no less than six (6) months. If the Lessee exercises such option to extend the term of the Lease for an additional six (6) month period (hereinafter referred to as "Additional Term" the lease shall commence on the day following the date on which the initial term of the Lease expires. The additional Term shall be on the same terms and conditions, including rental payments and rent adjustments, as set forth in this Lease for the initial term hereof, except that the Base Rent shall increase each year during the Additional Term over the Base Rent for the last year of the initial term of this Lease in an amount (computed on a cumulative basis) as Lessor shall determine not to exceed ten percent (10%) per annum. Lessee may exercise such option only by giving written notice to that effect to Lessor on or prior to the date which is six (6) months prior to the date on which the initial term of this Lease expires. All references in this Lease to the Term hereof shall be deemed to include the Additional Term, if any.

Any extension to the "Additional Term" will herein be referred to as "Month to Month Term Lease" after the two (2) plus six months. Lessee is hereby granted the right and option to renew his lease for a term no more than six (6) months. If the Lessee exercises such option to extend the term of the Lease, the lease shall commence on the day following the date on which the initial term of the Lease expires. The additional Term shall be on the same terms and conditions, including rental payments and rent adjustments, as set forth in this Lease for the initial term hereof, except that the Base Monthly Rent shall increase during the Month to Month Term Lease over the Base Rent for the Additional Term, in an amount (computed on a cumulative basis) as Lessor shall determine not to exceed twenty percent (20%) on a monthly basis. Lessee may exercise such option only by giving written notice to that effect to Lessor on or prior to the date which is three (3) months prior to the date on which the Additional Term of this Lease expires. All references in this Lease to the Term hereof shall be deemed to include the Additional Term, Month to Month Term Lease or if any.

Lessor also agrees to provide lessor with no less than a three month notice provided in writing, prior to termination of the Month to Month Term Lease, or be liable for rent of each undeclared month.

31. ASSIGNMENT OF LEASE: Lessor shall be entitled to receive any premium or fee paid with respect to any assignment or transfer of this Lease, which may occur as part of any bankruptcy proceeding involving Lessee, which amount shall be deemed to be additional rent.

32. RULES AND REGULATIONS: Lessee agrees to comply with such rules and regulations with respect to the Premises and Lessee's Operations as Lessor shall reasonably determine and make known to Lessee.

RULES AND REGULATIONS

1. Lessee has a shared use of the first floor conference room, and will at all times maintain that area in a neat and clean manner. Lessee will clean the area immediately after each use and collect and store all materials and utensils provided for his convenience. Materials must not be left after use in either the lounge or the conference suite.
2. To avoid conflict, use of the conference room will be in a direct ratio to the Lessee's rental space. Lessee will sign up for use of the conference room in a log provided for that purpose. This log will be located at the reception area.
3. The design for any signage (interior or exterior) must be presented to the Building Management for their approval. The design, construction and erection of all interior and exterior signage will be at the lessee's expense. No other signage will be permitted without the written consent of the lessor. The lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.
4. Lessor shall be responsible for the construction of a handicap ramp at the Dodge Avenue Entrance.
5. No additional locks shall be placed upon any doors of said 2nd floor area, without the written consent of the Lessor. Upon the termination of this lease, Lessee will surrender all keys of Premises and Building. One room, designated as "secure" shall be exempt from such permission and a key need not be made available to the Lessor.
6. Lessor shall provide equipment to cool or heat air in season, to maintain a year around temperature of 72 degrees Fahrenheit. Thermostat to be controlled by Lessee.
7. The light through the transoms opening into the hall shall not be obstructed by the Lessee. All tenants and occupants must observe

strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damages to the Building resulting from such default or carelessness.

8. No packages, merchandise or other effects shall be allowed to remain in the common area halls at any time.

9. The Lessor reserves the right after consultation with the Lessor to create additional rules and regulations as in his judgment may from time to time be needed for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

10. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing and endorsed herein by the Lessor: and in such case it shall be operate only for the time and purpose in such lease expressly stated.

WHEREAS, THE LESSOR AND LESSEE HAVE CAUSED THIS LEASE TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE: _____

LESSOR: _____

DATE _____

DATE _____