

50-R-93  
A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement  
With Mothers Against Gangs/Evanston  
for the Rental of 1817 Church Street

WHEREAS, the City Council of the City of Evanston finds that it would be advantageous and in the best interest of the City of Evanston to lease a portion of the property owned by the City and located at 1817 Church Street, Evanston, Illinois; and

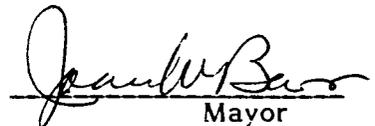
WHEREAS, the City has negotiated to such ends with Mothers Against Gangs/Evanston;

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

SECTION 1: The City Manager of the City of Evanston is hereby authorized and directed to negotiate and enter into a lease agreement by and on behalf of the City of Evanston as lessor and the Mothers Against Gangs/Evanston as lessee for the rental of the premises known and described as follows to wit; Approximately one hundred (100) square feet on the first floor; the third floor, approximately three hundred sixty-one (361) square feet in area, all located in the structure on the premises commonly known as 1817 Church Street, Evanston, Illinois. The first floor has one door which opens onto the north side of the Church Street right-of-way and one door which opens onto the first east-west alley north of Church Street.

SECTION 2: Said lease agreement shall be in substantial conformity with that in Exhibit A, attached hereto and made a part hereof. The City Manager is authorized to negotiate any additional terms which are in the best interests of the City.

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

  
Mayor

ATTEST:  
  
City Clerk

Adopted: April 26, 1993

LEASE

TERM OF LEASE:

Month-to-Month  
Commencing 4/15/93

TERM OF RENT:

\$1.00 total

LOCATION OF BUILDING AND PREMISES: 1817 Church Street, Evanston, Illinois the "premises" located near the NE corner of Church Street and Dodge Avenue in Evanston, Illinois. The "Building" is the building located on the premises at the date hereof.

PURPOSES FOR USE OF SPACE IN BUILDING: To operate the Mothers Against Gangs/Evanston, a local organization, in accordance with the mission statement outlined in the attached Exhibit A. Leased space will be used to conduct administrative operations and meetings. Leased space will consist of approximately 100 square feet located on the first floor, and 361 square feet on the third floor. These portions are to be found as shaded areas of the floor plan marked as Exhibit A and attached hereto.

LESSEE

Name: Mothers Against  
Gangs/Evanston

Address: 1817 Church Street  
Evanston, Illinois 60201

LESSOR

Name: City of Evanston, Illinois  
a municipal corporation

Address: 2100 Ridge Avenue  
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 Building designated above and that portion of the Premises on which the Building is situated, together with the appurtenances thereto (collectively the "LEASED PROPERTY"), for the above term, and Lessor grants to Lessee a license for use of the remainder of the Premises during such Lease term.

1. To the best of its knowledge, Lessee has examined and knows the condition of the premises, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed. Lessee has the right and responsibility to keep the interior and exterior premises in good repair (as described in paragraphs 2 and 3) and upon the termination of this Lease, in any way, will yield up the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefore at the place of payment of rent. Lessee will not allow any waste of the water or misuse or neglect the water on the premises and will pay all damages to the premises as well as all other damage to other tenants of the building, caused by such waste or misuse.
  
2. The Lessee covenants throughout the term of the Lease, to pay a prorated share of the cost and expense, to maintain and take good care of the demised premises and all fixtures located therein and all the items listed in Category A, attached hereto, and to maintain and keep the same in good order and condition and for the purposes permitted in this Lease and shall, promptly at the Lessee's own cost and expense, maintain and make all necessary repairs, interior and exterior, ordinary as well as extraordinary, foreseen as well as unforeseen, as related to the demised premises, to all fixtures located therein and the items listed in Category A. The prorated share has been determined to be 25% based upon useable leased space.

The Lessee shall inform Lessor of all repairs and/or maintenance of the above described items for the space designated for use by Mothers Against Gangs/Evanston, in Appendix A, if the total cost exceeds \$500. Lessee shall, at its sole cost and expense, without prior notice to Lessor, be authorized to expend up to and including five hundred dollars (\$500) per each individual emergency repair and/or regular maintenance repairs to the 1817 Church Street structure. Any expenditures for repairs to the demised premises and all fixtures therein and items listed under Category A which are estimated in value to exceed said amount (\$500) shall be forwarded to the City Building Operations Director and/or other firms for review and possible action. No such repair and/or maintenance shall be undertaken by the Lessee without permission in writing first having been obtained from the Lessor. When used in this article the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Lessee shall, to the extent feasible, be equal in quality to the original work. If the Lessee does not maintain or make repairs, as required hereunder, promptly and adequately,

the Lessor may but need not make such maintenance or repair and pay the cost thereof, and such cost shall be so much additional rent immediately due from, and payable to, the Lessor. The Lessee shall be responsible for any and all damages interior, exterior, structural, non-structural, foreseen, as well as unforeseen, resulting from its failure to maintain in good order and repair the demised premises, the fixtures located therein and the items listed in Category A.

3. Upon notification by Lessee, Lessor shall repair and/or replace as needed in its sole discretion, major structural items and all the items listed in Category B. Structural repair means non-cosmetic work on foundation, roof, walls, and subflooring necessary to protect the stability of the structure. The Lessee shall repair and/or replace major structural items or the items listed in Category B., if said repair or replacement is due to the negligence of the Lessee or Lessee's agent.

In the event the estimated cost to the Lessor for any repair pursuant to the above paragraph is greater than \$750, the Evanston City Council shall have the right upon ninety (90) days written notice to cancel and terminate this lease.

#### CATEGORY A

Any and all electrical, plumbing, heating, and structural components not stated in Category B in the space designated for use by Mothers Against Gangs/Evanston.

#### CATEGORY B

##### Plumbing

1. Sewer from street to main building
2. All supply and waste pipes

##### Electrical

1. Main services lines
2. Main electrical panel
3. Distribution panel

### Heating

1. Feed pump
2. Circulating pump
3. Supply return pipes
4. Expansion tanks
5. Radiators
6. Valves
7. Traps

### Structural

1. Roof
2. Non-cosmetic items pursuant to Paragraph 3 (p. 2)
3. Gutters, walkways, tuckpointing, exterior walls, etc.

4. It is the understanding and agreement of the parties that commencing April 15, 1993, the Lessee shall have and hereby assumes, except as otherwise expressly provided or allocated (paragraphs 2 and 3), all duties and obligations with relation to the demised premises, the improvements thereon, and the appurtenances thereto, and the use, maintenance, and operation thereof so that no matter from what source arising, if anything shall become necessary to be done or required by law in, upon, or about the demised premises, the improvements thereon, or the appurtenances thereto, all shall be done and fulfilled at the sole expense and responsibility of the Lessee without any expense, liability, or obligation whatsoever to or upon the lessor, so long as said improvement (over the cost of \$500) have been approved by the Lessor.
5. Lessee will not permit any alteration and/or addition to any part of the premises, except by written consent of Lessor; all alterations and additions to the premises shall remain for the benefit of Lessor unless otherwise provided in the consent foresaid. The Lessee shall be responsible for any and all damage, interior, exterior, structural, non-structural, foreseen as well as unforeseen, resulting from any addition, or alteration, undertaken without prior written approval of Lessor. No such alteration or addition shall be undertaken by the Lessee without first obtaining written permission from Lessor.

6. Lessee will not allow the premises to be used for any purpose other than that hereinbefore specified, all of which must be Community Development Block Grant-eligible, and will not sublet the same or any part thereof, nor assign this Lease, and Lessee will not permit any transfer by operation of law of the interest in the premises acquired through this Lease, and will not permit the premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Building or increase the fire hazard of the Building or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than thirty (30) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon except signs appropriately identifying Mothers Against Gangs/Evanston, advertising special events conducted therein and the Evanston Police Department outpost. All such external signs shall be approved in advance by the Lessor and shall comply with all applicable City Ordinances.
7. Lessee shall maintain all equipment furnished by Lessor and shall replace any said equipment damaged or destroyed as the result of Lessee's activities and/or negligence to keep Building and its equipment in good repair.
8. Lessor shall not be liable for any damage occasioned by failure to keep the Building in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in above, upon or about the Building, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.
9. The Lessee agrees to pay a prorated share of all charges for water, electric, gas and scavenger service used, rented, or supplied upon or in connection with the premises throughout the term of this Lease. in addition to the costs described in Paragraph 2 herein. Lessee will rent approximately 461 square feet of space. This represents approximately 25% of the rentable space at 1817 Church Street. The prorated share of the above referenced utilities shall therefore be 25%.

10. Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the leased premises, and the business operated by the Lessee in the Leased Property, in which bodily injury limits shall not be less than \$1 million per aggregate per person and per accident. The Lessor shall be named as an additional insured in the body of the Certificate of Insurance.
11. Lessee shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

"Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of the laws or ordinances, or as a result of accidents or other occurrences, whether occasioned by neglect of Lessor or those holding under Lessee."

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.

12. Lessee will allow Lessor free access to the premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the premises at all times notice for "For Sale" and will not interfere with the same.
13. If Lessee shall abandon or vacate the premises, or if Lessee's right to occupy the premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be relet by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly (or quarterly), after paying the expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.

14. Lessee will, at the termination of Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to do so, will pay as liquidation damages, for the whole time such possession is withheld, the sum of one hundred dollars (\$100) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of reentry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
15. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter at its election, with written thirty (30) days notice to declare said term ended, and to reenter the premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.
16. There shall not be allowed, kept, or used on the premises any inflammable or explosive liquids or materials save such as may be necessary for use in the activities of the Lessee, and in such case, any such substances shall be delivered and stored in amount, unused, in accordance with rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.
17. Lessee shall take all necessary steps on a continuing basis to prevent any loitering, which may be caused by Lessee's activities, outside the premises and any activities which would interfere with the peaceful enjoyment of their premises by residents and/or businesses of the area.
18. Lessee agrees to comply with Title VI of the Civil Rights Act of 1967 and the regulations of 24 CFR Part I, which provides that no person in the United States shall on the basis of race, color, or national origin be excluded from participating in, be denied the benefit of, or be otherwise subject to discrimination under any program of activity held on these premises.

19. In case the premises shall be rendered untenable by fire, or other casualty Lessor may, at its option, terminate this Lease, or repair the premises within one hundred twenty (120) days, and failing so to do, or upon the destruction of said premises by fire or other casualty, the term hereby created shall cease.
20. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this Lease, arising from Lessee's failure to perform any of its obligations hereunder, and Lessor will pay and discharge any such costs incurred by Lessee for failure of Lessor to perform its obligations hereunder, and this Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this Lease.
21. Either party may terminate this lease upon thirty (30) days written notice to the other.
22. If the Board of Directors of Lessee shall at any time elect to discontinue the operation of its agency or materially decrease the size thereof, then Lessee may terminate this Lease upon at least thirty (30) days notice.
23. Lessor hereby grants Lessee, Lessee's employees, licensees and invites, a license to use the premises (other than the Leased Property) during the term of this Lease in a manner incidental to the use of the Building, including the paths, walkways and sidewalks for access to the Building. Lessee agrees to meet with the Lessor at least semiannually to determine the usage of the Building.

In the event the Lessor and Lessee cannot agree on said usage, the determination of the Lessor shall be final. Lessee and Lessor shall establish additional procedures necessary for the efficient management of said building as Lessor shall require.

24. Lessee's liability hereunder shall be enforceable only against Lessee's assets and not against its officers, directors, employees or members.

25. Wherever in this Lease Lessor's consent or approval is required on any matter such consent or approval shall be granted or denied on a reasonable basis and with reasonable promptness in writing in response to a written request.
26. Be it agreed that all mutual covenants of this Lease Agreement herein stated supercede any or all previous Building agreements made between the Lessor and Lessee.
27. Lessee shall maintain scheduling control of the common area second floor conference room.
28. As part of this lease, Lessee also will be leasing certain equipment and furniture from Lessor, as listed in exhibit B. None of this equipment/furniture is to leave the premises.
29. The rental for the lease term shall be one dollar (\$1), payable to the City of Evanston at the time the lease is executed.

IN WITNESS THEREOF this Lease had been executed on the date indicated below.

LESSOR: CITY OF EVANSTON

LESSEE: MOTHERS AGAINST GANGS/  
EVANSTON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

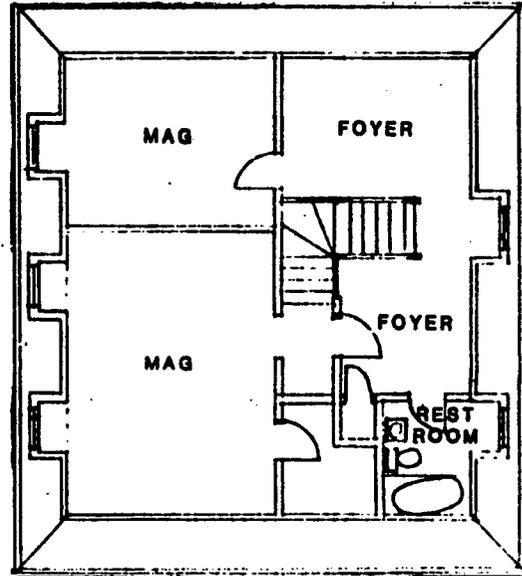
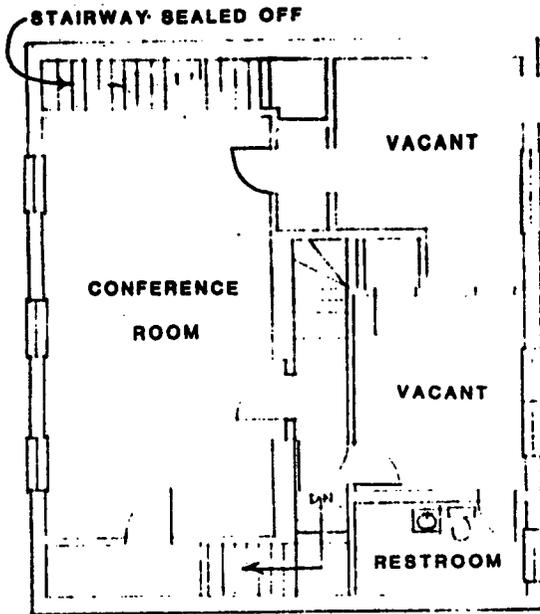
### FURNITURE AND EQUIPMENT INCLUDED AS PART OF LEASE FOR 1817 CHURCH STREET

- (4) Six Shelf Bookcases
- (2) 5-drawer Executive Desks
- (3) Conference Tables
- (2) Office Tables
- (10) Conference Table Chairs
- (15) Folding Chairs
- (1) Drafting Table
- (1) Folding Table
- (1) Typewriter
- (1) Fan
- (1) Typewriter Stand
- (1) Two Drawer File Cabinet
- (1) Two Shelf Bookcase
- (1) 5-drawer File Cabinet
- (1) Six-drawer Desk
- (2) Executive Chairs

# FLOOR PLAN LAYOUT 1817 CHURCH STREET

APPENDIX A

## 2ND FLOOR LAYOUT



## 3RD FLOOR LAYOUT



## 1ST FLOOR LAYOUT

