

94-R-93

A RESOLUTION

Authorizing the City Manager to Enter into
Two Leases for the Use of Property Owned by the
McGaw YMCA for Public Parking

WHEREAS, the McGaw Young Men's Christian Association (YMCA) owns certain property used in the past as City of Evanston parking facilities (commonly known as City Parking Lots 38 and 47); and

WHEREAS, the prior lease arrangements were terminated due to construction at the YMCA; and

WHEREAS, the construction is substantially complete; and

WHEREAS, both the YMCA and the City of Evanston find it in their best interests to enter into another lease agreement to allow the City to operate said property as public parking facilities;

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

SECTION 1: The City Manager is hereby authorized and directed to execute and the City Clerk is hereby authorized to attest, on behalf of the City of Evanston, leases by and between the City of Evanston, as Lessee, and the McGaw Young Men's Christian Association, as Lessor, for certain property commonly known as City Parking Lots 38 and 47 for a term of five (5) years.

SECTION 2: The leases shall be in substantial conformance with the proposed documents attached hereto as Exhibits A and B.

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

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Adopted:

September 13, 1993

Lorraine H. Marten
Mayor

ATTEST:

Kirsten S. Davis
City Clerk



EXHIBIT A

LEASE

THIS INDENTURE made this _____ day of _____, 1993, by and between the MC GAW YOUNG MEN'S CHRISTIAN ASSOCIATION (Y.M.C.A.) of Evanston, an Illinois not-for-profit corporation, hereinafter referred to as LESSOR, and the CITY OF EVANSTON, ILLINOIS, a municipal corporation, hereinafter referred to as LESSEE, 2100 Ridge Avenue, Evanston, Illinois, 60201.

WITNESSETH

LESSOR, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by LESSEE, does hereby lease to LESSEE the premises hereinafter described, for a term commencing _____, and expiring _____. Said premises are to be used by LESSEE as part of its off-street parking system and are legally described as:

Lots 1 and 2 in Andrew J. Brown's Subdivision of the West 244 feet of Block 54 of Village of Evanston, in the Southwest Quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian.

These premises are commonly described as 1016 Grove Street, Evanston, Illinois.

1. LESSOR, at its expense, has constructed a parking lot on the premises complete with surfacing, driveways, bumpers, and landscaping.

2.a. LESSEE shall assume all responsibilities for the resurfacing of the leased premises and any related, appropriate, improvements, e.g., striping and lighting. Said resurfacing shall commence within one year of the execution of this Lease. "All responsibilities" means the taking of all steps necessary to, or required for, the resurfacing and related improvements. Such steps include, but are not limited to:

1. Developing plans and specifications.
2. Conducting the bidding process and awarding bids in the City's usual and customary manner.
3. Executing and paying all contracts awarded, subject to LESSOR's obligation of cost-sharing, as provided in paragraph 2.b., below.

4. On-site supervision of contractors, monitoring their adherence to plans and specifications and, as needed, agreeing to modifications.

2.b. LESSEE will pay all contractors, pursuant to its obligation in paragraph 2.a.3. Upon completion of the Resurfacing Project, LESSEE will provide LESSOR a copy of the final itemized costs from the Resurfacing Project. LESSOR will pay LESSEE fifty-percent (50%) of the final, total, cost of the Project, and said payments shall be made from the gross revenues as they are received from the subject premises. No rental payments to LESSOR pursuant to paragraph 6 shall be due until gross revenues equalling one hundred percent (100%) of the total cost of the Resurfacing Project are collected by City at which point LESSOR and LESSEE will each have recouped their resurfacing costs.

3. LESSEE shall have the right to operate and to maintain at LESSEE's expense facilities for parking of automobiles by the public for a fee and for that purpose LESSEE, at its expense, shall maintain striping, bumpers, signs, lighting system (if any), and parking meters as required. LESSEE shall provide snow removal, electricity for any lot lighting system, landscape maintenance, and police enforcement at its expense. LESSEE shall make minor repairs to maintain the existing surface of the lot in good condition.

4. LESSEE, at its expense, shall administer the sale of any space rental permits and the operations and maintenance of any parking meters. The method of utilizing spaces may be changed from time to time by mutual consent of parties.

5. LESSEE agrees to hold LESSOR harmless from any liabilities for injury to persons or property damage to the property of LESSEE, LESSOR, or any third parties, arising out of or in the course of the operation of said off-street parking facility and not caused directly by the negligence or willful misconduct of LESSOR. In addition, LESSEE hereby waives any and all rights of action against LESSOR which may arise on account of damage to property or injury to persons which damage or injury is covered by LESSEE's insurance or is self-insured by LESSEE. Any insurance policies carried by LESSEE shall contain clauses waiving the insurer's subrogation rights against LESSOR and its agents, employees and representatives.

6. LESSEE agrees to pay as rental for the use of the premises aforesaid fifty percent (50%) of the gross revenues collected by LESSEE as parking fees for parking upon the premises. Gross revenues shall first be applied toward the costs of

resurfacing, as described in paragraph 2. LESSEE agrees to furnish LESSOR by the twentieth (20th) day of the month following the end of each quarter a statement showing the total gross revenue received by LESSEE from this facility. It is agreed between the parties hereto that the rates to be charged for use of said parking facility by the general public shall be determined solely by the LESSEE from time to time.

7. This Lease may be renewed for one (1) additional term of five (5) years by mutual consent of the parties hereto, and the rent and other provisions of this Lease shall be subject to renegotiation and revision at the beginning of each new Lease period. The LESSEE, not less than sixty (60) days before the end of each lease period, shall notify the LESSOR in writing as to whether it wishes to renew the Lease and shall set forth any amendments to the Lease it deems desirable.

8. This Lease may be terminated by either party with a ninety (90) day written notice sent to the address indicated in Paragraph 10 of this Lease. Upon termination of this Lease, the LESSEE shall remove from the area so leased within a reasonable time all parking meters and signs which it has installed, but all remaining improvements shall become the property of the LESSOR. All notices required shall be by registered mail, return receipt requested.

9. If LESSOR terminates this lease prior to collection of revenues from said property equal to total, final, costs for Resurfacing Project, LESSOR will pay LESSEE within One Hundred Eighty days (180 days) a lump sum equal to the total, final, costs less revenues collected from said property through the last date of LESSEE's public property operations. LESSEE will provide LESSOR with an invoice for the uncollected resurfacing costs within thirty (30) days after LESSEE's public parking operations have ceased on said property.

10. Any notices to LESSOR shall be addressed to the Executive Director, 1000 Grove Street, Evanston, Illinois, 60201; and those to the LESSEE shall be addressed to the Parking System Manager, 2100 Ridge Avenue, Evanston, Illinois, 60201. A notice shall be deemed to be given as of the date mailed.

IN WITNESS WHEREOF, the parties hereto have executed this lease, each being duly authorized for the uses and purposes herein stated.

YOUNG MEN'S CHRISTIAN ASSOCIATION

By _____
Name

Title Date

ATTEST:

CITY OF EVANSTON, ILLINOIS

By _____

City Manager Date

ATTEST:

City Clerk

LEASE

THIS INDENTURE made this _____ day of _____, 1993, by and between the MC GAW YOUNG MEN'S CHRISTIAN ASSOCIATION (Y.M.C.A.) of Evanston, an Illinois not-for-profit corporation, hereinafter referred to as LESSOR, and the CITY OF EVANSTON, ILLINOIS, a municipal corporation, hereinafter referred to as LESSEE, 2100 Ridge Avenue, Evanston, Illinois, 60201.

WITNESSETH

LESSOR, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by LESSEE, does hereby lease to LESSEE the premises hereinafter described, for a term commencing _____, and expiring _____. Said premises are to be used by LESSEE as part of its off-street parking system and are legally described as:

The South Ten Feet of Lot 4, and all of Lots 5 and 6 of Wheeler's Resubdivision of Block 54 of Village of Evanston, a Subdivision of the Southwest Quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian.

These premises are commonly described as 1454-1500 Maple Avenue, Evanston, Illinois.

1. LESSOR, at its expense, has constructed a parking lot on the premises complete with surfacing, driveways, bumpers, and landscaping.

2.a. LESSEE shall assume all responsibilities for the resurfacing of the leased premises and any related, appropriate, improvements, e.g., striping and lighting. Said resurfacing shall commence within one year of the execution of this Lease. "All responsibilities" means the taking of all steps necessary to, or required for, the resurfacing and related improvements. Such steps include, but are not limited to:

1. Developing plans and specifications.
2. Conducting the bidding process and awarding bids in the City's usual and customary manner.

3. Executing and paying all contracts awarded, subject to LESSOR's obligation of cost-sharing, as provided in paragraph 2.b., below.

4. On-site supervision of contractors, monitoring their adherence to plans and specifications and, as needed, agreeing to modifications.

2.b. LESSEE will pay all contractors, pursuant to its obligation in paragraph 2.a.3. Upon completion of the Resurfacing Project, LESSEE will provide LESSOR a copy of the final itemized costs from the Resurfacing Project. LESSOR will pay LESSEE fifty-percent (50%) of the final, total, cost of the Project, and said payments shall be made from the gross revenues as they are received from the subject premises. No rental payments to LESSOR pursuant to paragraph 6 shall be due until gross revenues equalling one hundred percent (100%) of the total cost of the Resurfacing Project are collected by City at which point LESSOR and LESSEE will each have recouped their resurfacing costs.

3. LESSEE shall have the right to operate and to maintain at LESSEE's expense facilities for parking of automobiles by the public for a fee and for that purpose LESSEE, at its expense, shall maintain striping, bumpers, signs, lighting system (if any), and parking meters as required. LESSEE shall provide snow removal, electricity for any lot lighting system, landscape maintenance, and police enforcement at its expense. LESSEE shall make minor repairs to maintain the existing surface of the lot in good condition.

4. It is agreed that two (2) rows of the parking spaces shall be provided for use by LESSOR's staff without cost to LESSOR. It is further agreed that all remaining spaces shall be available to the public on a fee basis. LESSEE, at its expense, shall administer the sale of any space rental permits and the operations and maintenance of any parking meters. The method of utilizing spaces may be changed from time to time by mutual consent of parties.

5. LESSEE agrees to hold LESSOR harmless from any liabilities for injury to persons or property damage to the property of LESSEE, LESSOR, or any third parties, arising out of or in the course of the operation of said off-street parking facility and not caused directly by the negligence or willful misconduct of LESSOR. In addition, LESSEE hereby waives any and all rights of action against LESSOR which may arise on account of damage to property or injury to persons which damage or injury is covered by LESSEE's insurance or is self-insured by LESSEE. Any insurance policies

carried by LESSEE shall contain clauses waiving the insurer's subrogation rights against LESSOR and its agents, employees and representatives.

6. LESSEE agrees to pay as rental for the use of the premises aforesaid fifty percent (50%) of the gross revenues collected by LESSEE as parking fees for parking upon the premises. Gross revenues shall first be applied toward the costs of resurfacing, as described in paragraph 2. LESSEE agrees to furnish LESSOR by the twentieth (20th) day of the month following the end of each quarter a statement showing the total gross revenue received by LESSEE from this facility. It is agreed between the parties hereto that the rates to be charged for use of said parking facility by the general public shall be determined solely by the LESSEE from time to time.

7. This Lease may be renewed for one (1) additional term of five (5) years by mutual consent of the parties hereto, and the rent and other provisions of this Lease shall be subject to renegotiation and revision at the beginning of each new Lease period. The LESSEE, not less than sixty (60) days before the end of each lease period, shall notify the LESSOR in writing as to whether it wishes to renew the Lease and shall set forth any amendments to the Lease it deems desirable.

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9. If LESSOR terminates this lease prior to collection of revenues from said property equal to total, final, costs for Resurfacing Project, LESSOR will pay LESSEE within One Hundred Eighty days (180 days) a lump sum equal to the total, final, costs less revenues collected from said property through the last date of LESSEE's public property operations. LESSEE will provide LESSOR with an invoice for the uncollected resurfacing costs within thirty (30) days after LESSEE's public parking operations have ceased on said property.

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IN WITNESS WHEREOF, the parties hereto have executed this lease, each being duly authorized for the uses and purposes herein stated.

YOUNG MEN'S CHRISTIAN ASSOCIATION

By _____
Name

Title Date

ATTEST:

CITY OF EVANSTON, ILLINOIS

By _____

City Manager Date

ATTEST:

City Clerk