

92-R-97

A RESOLUTION

Authorizing the Lease of Certain Room Space
on the Second Floor of the Civic Center
(Room 2700 and Storage Area) to Congressman Yates

WHEREAS, the City of Evanston owns certain real property legally described as

follows:

Parcel 1:

Lot 1 (except the South 33 feet thereof) in 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,

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

WHEREAS, said real estate is improved with a five-story building known as the

Evanston Civic Center; and

WHEREAS, the City Council of the City of Evanston has determined that it is no longer necessary or appropriate or in the best interests of the City that it retain the use of certain second floor room space (Room 2700 consisting of 522 square feet plus 75 square feet of storage space) within said improved real estate, and that said second floor room space is not required for the use of the City of Evanston; and

WHEREAS, the Office of Congressman Yates has proposed to lease said second floor room space at 2100 Ridge Avenue; and

WHEREAS, the City Council of the City of Evanston has determined that the best interests of the City of Evanston would be served by the leasing of said property to Congressman Yates; and

WHEREAS, the City Council finds and determines that the best interests of the City of Evanston and its residents will be served by the execution of the lease,

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 as Lessor and Congressman Yates, as Lessee, for certain second floor space for a term of one (1) year at a rental of \$893.00 per month.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions on the lease of aforesaid room space as may be determined to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Lorraine H. Norton
Mayor

ATTEST:

Mary Morris
City Clerk

Adopted: December 15, 1997

LEASE

DATE OF LEASE: BEGINNING ENDING ANNUAL RENT

01/01/97 12/31/97 \$893.00 per month

**LOCATION OF PREMISES: Room 2700
 2100 Ridge Avenue
 Evanston, Illinois**

**PURPOSE: Utilization of vacant office space in the
 Evanston Civic Center by public officials for
 conduct of official business.**

LESSEE LESSOR

**NAME: Honorable Sidney Yates
 fein 36-600-5870**

ADDRESS: U.S. House of Representatives

CITY: Washington, D.C. 20515

NAME: City of Evanston

ADDRESS: 2100 Ridge Avenue

CITY: Evanston, Illinois

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE certain sections of the Evanston Civic Center totalling 597 square feet which consists of 522 square feet in area to be used for the business activities of the LESSEE subject to the conditions stated herein and 75 square feet to be used as storage. These sections are marked as shaded areas of the floor plan attached hereto and made a part hereof as Exhibit "A".

1. The LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable at the end of each and every month. Said rent shall be paid at the office of the LESSOR, Evanston City Manager's Office, 2100 Ridge Avenue, Evanston, Illinois 60201, or at such other address as the LESSOR shall indicate in writing.

2. LESSOR will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his 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 when required by outside temperature.

3. 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.

4. LESSEE shall comply with such 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.

5. LESSEE shall neither sublet the premises or any part thereof 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.

6. 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 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.

7. LESSEE shall return the premises to LESSOR entire and unbroken, repairing broken windows or doors with glass of like kind and quality in the several doors and windows thereof, and will not allow any waste, misuse or neglect of the premises nor to water or light fixtures on the premises; LESSEE shall repair any damage to other tenants of the building caused by misuse, waste or neglect.

8. 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 ONE-HUNDRED DOLLARS (\$100) per day, and it shall be lawful for the LESSOR or his legal representative at any time thereafter, without notice, to re-enter the premises or any part thereof, either with or without process of law, and to expel, remove and put out the LESSEE or any person or persons occupying the same, 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 preceding breach of covenants; or in case the premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the LESSEE hereby authorizes and requests the LESSEE'S agent to re-enter the premises and remove all articles found therein, place them in some regular storage 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. 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) 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, 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 for rent.

9. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE, 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.

10. In the event that the LESSOR, his successors, attorneys or assigns shall desire to regain the possession of the 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.

11. Only those signs, posters and bulletins expressly permitted by the LESSOR shall be allowed in and around the building containing the leased 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.

12. The LESSOR will at its cost supply electric lighting, cleaning and general maintenance of the leased premises and adjoining stairwells and access corridors. The cleaning of the premises shall be conducted five (5) days per week during hours which will not unreasonably interfere with the conduct of business.

13. The LESSOR will provide security and custodial services. Access to the building and the leased premises during periods other than regular business hours, by the LESSEE, his agents or employees shall be allowed only to the leased 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.

14. The law of the State of Illinois concerning political solicitation and electioneering shall be observed by the LESSEE in and around the leased premises.

15. 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 agreement.

16. The LESSEE agrees that there shall be 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.

17. This Lease is subject to the provisions of the U.S. House of Representatives District Office Lease Attachment, attached hereto as Exhibit A and made a part hereof.

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

LESSOR: CITY OF EVANSTON

LESSEE: SIDNEY YATES

By _____
Roger D. Crum
City Manager

Sidney Yates

ATTEST:

Date: _____

This attachment must be incorporated into and made a part of any lease agreement submitted to the Office of Finance, U.S. House of Representatives, for automatic payment of a district office lease.

DISTRICT OFFICE LEASE ATTACHMENT

1. Lessor and Lessee agree that this DISTRICT OFFICE LEASE ATTACHMENT (Attachment) is incorporated into and made a part of the lease agreement for Congressional district office space to which it is attached.
 2. Lessor acknowledges that the House of Representatives is not responsible for the performance of the lease agreement except as provided in paragraph 8 of this Attachment, and Lessor agrees to look solely to Lessee for performance of the lease agreement.
 3. Lessor acknowledges that the House does not disburse funds for advance payments or security deposits, and that payments made by the Chief Administrative Officer of the House on behalf of Lessee will be sent to the Lessor at the end of each month in satisfaction of each month's occupancy. Lessor agrees that any payment by the Chief Administrative Officer for any period after this lease agreement has been terminated shall be refunded forthwith by Lessor to the Chief Administrative Officer without formal demand.
 4. The term of the lease agreement shall not exceed the shorter of two years or the constitutional term of the Congress to which the Member is elected.
 5. The total dollar amount specified in the lease agreement shall not be varied by any factor, cost of living clause, elevator clause, escalator clause, or any other adjustment or measure during the term of the lease agreement.
 6. Lessor agrees at its expense to maintain in good order the public and common areas of the building, and agrees to maintain, repair, or replace as needed, all structural and other components of the premises, including roofs, ceilings, walls, floors, windows, doors, fixtures and mechanical, plumbing and electrical systems and equipment serving the premises.
 7. Lessor agrees to ensure the availability of premises wiring suitable for telecommunications and data transmission (22 to 26 AWG twisted pair of low capacitance).
 8. In the event of the death, resignation, or removal from office of Lessee, Lessor hereby expressly grants to the Clerk of the House the right to continue to occupy the premises under the lease agreement for a period of up to sixty (60) days following the election of the Lessee's successor, unless the Clerk elects to terminate the lease agreement by giving thirty (30) days written notice to Lessor.
 9. The lease agreement and this Attachment, and any termination notice given under the terms of the lease agreement, shall be sent to the Office of Finance, 263 Cannon House Office Building, Washington, D.C. 20515.
- Any portion of the lease agreement to which this Attachment is attached and any subsequent or additional agreements which are inconsistent with paragraphs 1 through 9 of this Attachment shall be of no force and effect to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their seals.

(Lessor)

(Lessee)

(Date)

(Date)

Reviewed and approved pursuant to the rules of the Committee on House Oversight:

Signed _____

Date _____