

04/06/98

22-R-98

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, the City Council has determined that it is in the best interest of the City of Evanston that Fire Department Headquarters continue to be located at 1335 Dodge Avenue, Evanston, Illinois during the renovation of the Department's Administrative Headquarters; and

WHEREAS, Charles C. Uchtman, owner of the premises at 1335 Dodge Avenue, is desirous of leasing same to the City for said purposes,

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, a lease by and between the City (Lessee) and Charles C. Uchtman (lessor) for certain space in the building known as 1335 Dodge Avenue, Evanston, Illinois. The aforesaid rental shall be at a base cost of thirty-four thousand, six hundred dollars (\$34,600.00) for the period of March 15, 1998 through March 14, 1999. 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 in approval in the manner provided by law.

Adopted April 14, 1998

Approved: April 16, 1998

Lorraine A. Norton
Mayor

ATTEST:

Mary J. Morris
City Clerk

EXHIBIT A

OFFICE LEASE

1335 Dodge Avenue, Evanston, Illinois 60201

Date of Lease March 14, 1998

Term of Lease March 15, 1998 to March 14, 1999

Annual Rent \$34,600.00

LESSEE CITY OF EVANSTON

Address 2100 RIDGE AVENUE

city EVANSTON

LESSOR CHARLES C. UCHTMAN

Address 1335 DODGE AVENUE

city EVANSTON, ILLINOIS 60201

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases 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 annual rental during the term of this lease, the sum of \$34,600.00.
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 it knows the condition of the leased premises, consisting of the entire second floor, including a shared use of the conference area on the 1st floor. Lessee shall, at his own expense and at all times, maintain the leased premises in a clean condition, including cabinets, office furnishings belonging to the lessor, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. As to the conference room area, as the use is shared, lessee will not maintain it. However lessee will leave it in broom clean condition after each use.

(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, ventilation and air-conditioning system(s), and electrical wiring. 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 forty-eight (48) 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 promptly complete said 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:** Lessor recognize that the Lessee uses the premises as headquarters for the City's municipal fire service, and further, that such services must be provided continuously and without interruption. The entire building is under one meter for gas heating, and the lessee, occupying one half of the building shall be responsible for half of the heating bill. Lessor, therefore, will ensure that gas bills are paid in full when due each month and will provide evidence of same to Lessee with a copy of the month's bill. If necessary to prevent discontinuance of gas service, Lessee may, but not required to pay entire amount outstanding. In such event, Lessee may, in its sole discretion, offset the amount paid from any monies due or coming due from Lessee to Lessor, or pursue any other available remedies, including termination of the lease.

6. **MAINTENANCE:** While the Lessor is providing the Lessee with use of common areas of the building and property, i.e. conference room and parking lot, the Lessee is expected to contribute to the general costs and maintenance of these areas. A monthly fee of \$200.00 to cover these costs will be included in the monthly payment or the annual payment. 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 agent to enter 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. **PROPERTY INSURANCE:** The Lessor is responsible for all property insurance on the building.

9. LESSOR'S LIABILITY INSURANCE: It is agreed that the Lessee will be named as additional insured 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		
	Per Person	Each Occurrence	Property Damage Occurrence
Thirty day notice of cancellation required on all certificates			
<u>Aggregate</u>			
Commercial General Liability including:	\$1,000,000	\$500,000	\$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, 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.

I 0. 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 Lessor 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 canceled, such changed or cancellation shall not be effective until thirty (30) days after the City has received written noticed from the insurance company(s). Such notice shall be mailed to the City in care of the Safety Department, 2100 Ridge Avenue, Evanston, Illinois 60201. An insurance company having less than a B+ Policyholders Rating by the Alfred M. Best and Company, Inc. will not be considered acceptable.

I 1. 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 contracts, necessary permits, and indemnification in form and amount reasonably satisfactory to Lessor and waivers often against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions.

12. PARKING: Two (2) parking spaces will be provided the Lessee. The Lessee may also double-up (bumper to bumper) to create two (2) additional parking spaces contiguous and to the direct rear of their primary spaces near the south wall of the building.

13. 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.

14. **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.

15. **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, which shall not be unreasonably withheld.

16. **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.

17. **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. The Lessee may exercise an option to terminate their lease within 60 days if they are required to seek other occupancy.

18. **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 the lessee, shall be the property of the lessor, and shall remain upon and be surrendered with the premises as a part thereto at the termination of this lease.

19. **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 representative at any time thereafter, without notice, 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, 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 ten days consecutively without prior written notice from Lessee. 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 reenter 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.

20. **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 parties from time to time.

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

22. **OPTION TO TERMINATE:** 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 one hundred twenty (120) days' notice of Lessor's election to exercise such option. Upon such termination, all obligations of Lessee hereunder shall cease. Lessor shall refund the pro-rated amount of any pre-paid rent within five (5) days of Lessee leaving the premises.

23. **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.

24. **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.

25. **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.

26. **APPLICABLE LAW:** This lease is made and executed under the laws of the State of Illinois.

27. **MECHANICS LIENS:** Lessee will not permit any mechanics lien or liens to be filed against said premises or any building for 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.

28. **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 mortgage 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 mortgage shall be foreclosed. Upon request of the mortgagee or trustee, lessee will attom, 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. Lessor represents that no such foreclosure actions are pending and it has no reason to believe any will be filed within the term and renewal period of this lease.

29. **ESTOPPEL CERTIFICATE:** The lessee agrees that, from time to time, upon not less than ten (10) days prior request by lessor, or the holder 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; (e) that lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (f) that there has been no prepayment of rent other than that provided for in the lease; (g) 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 (h) all such other matters as may be required by the holder of the mortgage.

30. **REAL ESTATE BROKERS:** Lessee request represents that lessee has dealt with no brokers or real estate agents in connection with this lease.

31. ADDITIONAL RENT FOR REAL ESTATE TAXES: In the event the general real estate taxes increase for the entire property on which the premises is situated for the tax year 1997 or any year thereafter during the term hereof, Lessee agrees to pay, as additional rent, 50% of said increase for each tax installment during which the Lessee is a tenant. Lessee will pay such additional rent for increased real estate taxes for the year 1997, after the receipt of the second installment tax bill. If Lessee exercise option to renew lease for six (6) months, then the Lessee will be responsible for 50% of the real estate taxes for the first installment 1998. It is the Lessor's responsibility to provide the Lessee a copy of the official tax bill promptly upon its receipt. Lessor acknowledges that the lessee will have satisfied such rental adjustments (increased taxes) for 1996 taxes, as per the signing of this current lease.

32. OPTION TO RENEW: Lessee is hereby granted the right and option to renew this lease, on a month to month basis, for a term of six (6) months. If the Lessee exercises such option to extend the term of the lease for an additional term as provided herein, 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 by a onetime payment of two (2%) percent. Lessee may exercise such option only by giving written notice tot that effect to the Lessor on or prior to the date which is three (3) months prior to the date on which the initial term of the lease. All references in this lease to the term hereof shall be deemed to include the additional term, if any.

33. 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 as follows:

RULES AND REGULATIONS

- a) Lessee has a shared use of the first floor conference room, and will leave it in a broom clean condition after using it. Lessee will clean the area immediately after each use and collect and store all materials and utensils. Lights must be turned off after each use of the conference room.
- b) To avoid conflict, Lessor and Lessee will sign up for the use of the conference room in a log provided for that purpose. This log will be located at the reception area.
- c) 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.
- d) 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 the premises and building.

- e) Lessor shall provide equipment to cool or heat air in season, to maintain a year around temperature of 76 degrees in the winter months and 68 degrees in the summer months. The thermostat is to be controlled by Lessee.
- f) 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 reimburse the cost of repair of damage sustained by other tenants, and also all damages to the building resulting from such default or carelessness.
- g) No packages, merchandise or other effects shall be allowed to remain in the common area halls at any time.
- h) The Lessor reserves the right after consultation with the lessee to create additional rules and regulations as in his judgement may from time to time be needed for the safety, care, and cleanliness of the premises and for the preservation of good order therein.
- I) 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 Lessee, and in such case it shall be operable only for the time and purpose in such lease expressly stated.
- j) Lessor shall retain the non-exclusive right to use the second floor fire Department bathrooms for he benefit of Lessor and his employees. This section will be utilized in emergency situations.

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

LESSEE: _____

LESSOR _____

DATE: _____

DATE: _____

