

09/02/98
09/10/98

52-R-98

A RESOLUTION

**Authorizing the Lease of Certain Room Space on
the Second Floor of the Civic Center to Lekotek**

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; 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 (consisting of 3,690 square feet) 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, Lekotek has proposed to lease said second floor room space; 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 Lekotek; and

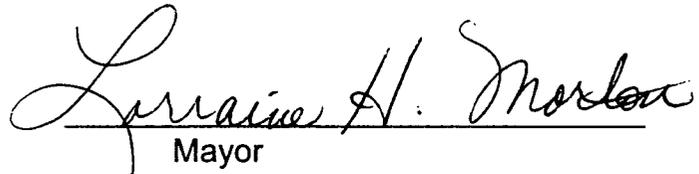
WHEREAS, the City Council finds and determines that the best interests of the City of Evanston and its residents will be served by the execution of the lease,

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 Lekotek as Lessee for certain second floor space for a term of three (3) years at an annual rental of \$53,543.00.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and 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 and approval in the manner provided by law.



Mayor

ATTEST:



City Clerk

Adopted: September 14, 1998



LEASE

TERM OF LEASE

DATE OF LEASE:

BEGINNING	ENDING	ANNUAL RENT
October 1, 1998	September 30, 2001	\$53,543.00

SECURITY DEPOSIT: \$2,000.00

LOCATION OF PREMISES: Evanston Civic Center
2100 Ridge Avenue
Evanston, IL 60201

PURPOSE: Rental of vacant office space in the Evanston Civic Center by Lekotek

LESSEE: NATIONAL LEKOTEK CENTER LESSOR: City of Evanston

NAME: NATIONAL LEKOTEK CENTER	NAME: City of Evanston
ADDRESS: 2100 Ridge Avenue Evanston, IL 60201	ADDRESS 2100 Ridge Avenue Evanston, IL 60201

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE certain sections of the Evanston Civic Center (hereinafter "Building") consisting of 3,690 square feet in area to be used for the business activities of the LESSEE subject to the conditions stated herein. These sections are marked as shaded areas of the floor plan attached hereto and made a part hereof as Exhibit "A". The LESSEE, for purposes consistent with this rental, may use on an available basis, conference rooms, located within the building, provided timely written notice is given the LESSOR. The determination of the LESSOR as to availability of said conference rooms shall be final and conclusive.

1. The LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable in twelve equal monthly installments, one month in advance, by the first calendar day of each month. Said rent shall be paid at the office of the LESSOR, City Manager, 2100 Ridge Avenue, Evanston, Illinois 60201, or at such other address as the LESSOR shall indicate in writing.

2. LESSEE has examined and knows the condition of the demised premises, and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by the LESSOR or his agent prior to or at the execution of this Lease, that are not herein expressed or endorsed hereon.

3. LESSOR will at all reasonable hours during each day and evening, except after 12:00 noon on Saturday, all day Sunday and in those instances when the Building is closed for City-authorized holidays, furnish at its 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 a 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.

4. 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.

5. LESSEE shall comply with such 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.

6. 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 purposes other than as above mentioned, without in each case the written consent of LESSOR.

7. 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. Uniform window treatment is required by LESSOR, and is currently in place and shall not be changed without LESSOR's permission.

8. LESSEE shall restore the premises to LESSOR with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the premises; LESSEE shall repair any damage to other tenants of the building caused by such waste or misuse.

9. 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 Two Hundred Dollars (\$200.00) per day, and it shall be lawful for the LESSOR or his legal representative at any time thereafter, upon ten (10) days notice, to re-enter the premises or any part thereof, either with or without process of law or written notice to LESSEE of City's intent 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 LESSOR as LESSEE'S agent to re-enter the premises and remove all articles found herein, 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 ten (10) 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, his agents or assigns may begin suit for possession or for rent.

10. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE as hereinbefore provided, the LESSEE hereby authorizes and requests the LESSOR to sell the same at public or private sale within fifteen (15) days of written 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.

11. 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 eighty (180) days notice of LESSOR'S election to exercise such option.

12. 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 matters of public interest.

13. 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.

14. The LESSOR will provide security and custodial services. Access to building and 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. Such access shall be by the north stairwell to the building and only to the leased premises.

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

16. The provisions of the City 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.

17. The LESSEE agrees that there shall be no food stored on the leased premises, and that 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 toaster oven, a microwave, and a coffee pot or device for warming water for beverage preparation, shall be installed or otherwise maintained on the premises. If in Lessor's sole judgment, modifications or additions to electrical circuitry are appropriate in connection with the devices permitted and described in this paragraph, Lessee shall install same in accordance with all applicable codes prior to using said devices(s) and bear the entire cost thereof.

18. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General liability policy with respect to the leased premises, with provisions and policy limits acceptable to lessor, and the business operated by LESSEE and any sublessee of the LESSEE in the leased premises. 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 OWNER/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 OWNER/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.

19. LESSEE shall furnish copies of the Certificate of Insurance with the LESSOR/OWNER named as an additional insured with an insurance company acceptable to the LESSOR/OWNER. The LESSEE shall furnish, where requested, a certified copy of the policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than a B+ Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable.

20. LESSEE has deposited with LESSOR the security deposit stated above as security for the performance of all covenants and agreements of LESSEE hereunder. LESSOR may at any time or times apply all or any portion thereof in payment of any amounts due LESSOR from LESSEE. In the event LESSEE terminates this Lease for any reason, the security deposit shall be applied by the LESSOR to cover the cost of re-renting. Upon termination of the Lease and full performance of all of LESSEE'S obligations hereunder, so much of the security deposit as remains unapplied shall be returned to LESSEE.

21. In case the premises shall be rendered untenable by fire or other casualty, the LESSOR may, at its option, terminate this Agreement or repair the premises within one hundred eighty (180) days, and failing to, upon the destruction, this Agreement shall become null and void. Rent shall be prorated so as to exclude the untenable period.

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

LESSOR: City of Evanston

LESSEE: LEKOTEK

By: 
City Manager

By: 
Executive Director

ATTEST:

