

11/03/98

70-R-98

A RESOLUTION

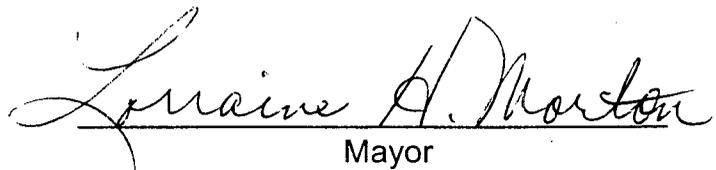
**Authorizing the City Manager to
Sign a Lease for Vehicle and Equipment
Storage at 2121 Dewey Avenue**

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 Lessee, and William Hooper and Judeth Hooper, as Lessors, for the premises at 2121 Dewey Avenue for use as a vehicle and equipment storage site for a term of six (6) months at a rental of \$1,600.00 per month. Said Lease is marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the lease as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.


Mayor

70-R-98
11/03/98

ATTEST:

Mary P. Morris
City Clerk

Adopted: November 9, 1998

VEHICLE AND EQUIPMENT STORAGE LEASE

DATE OF LEASE:	BEGINNING	ENDING	MONTHLY RENT
	11/10/98	05/31/99	\$1,600.00

LOCATION OF PREMISES: That portion of 2121 Dewey Avenue, Evanston, Illinois 60201, described in Exhibit A attached hereto and made a part hereof.

PURPOSE: Storage of City vehicles and equipment

LESSEE:

NAME: City of Evanston
ADDRESS: 2100 Ridge Avenue
CITY: Evanston, IL 60201

LESSORS:

NAME: William Hooper
Judeth Hooper
ADDRESS: 2117 Dewey
CITY: Evanston, IL 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 purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. RENT

Lessee shall pay Lessors or Lessors' agent as rent for the premises the sum stated above, monthly in advance, until termination of this lease, to Lessors at 706 Main Street, Evanston, Illinois 60202, or at such other address as Lessors may designate in writing.

2. TERM

The lease term is from 11/10/98 through 05/31/99. The Lessors and Lessee agree on a month-to-month extension on the same terms and conditions as provided for herein. In no event will the term of this lease, including any month-to-month extension(s) extend past 08/31/99. Lessee must give notice of its intent to extend the lease by giving written notice thereof to Lessors no later than the 25th day of the preceding month.

3. WATER, GAS, AND ELECTRIC CHARGES

Lessor will pay, when due, electric, light and power bills taxed, levied or charged on the Premises, and real estate taxes, for and during the time for which this lease is granted.

4. SUBLETTING; ASSIGNMENT

Lessee will neither sublease nor assign this lease without Lessor's prior written approval.

5. REPAIRS AND MAINTENANCE

a) Lessors shall, at their own expense, keep the Premises and appurtenances thereto in a clean, sightly, and healthy condition, and in good repair, all according to applicable legislation. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures.

b) Lessee will have no responsibility or obligation whatsoever for routine or non-routine maintenance, repairs, reconstructions, or replacements, whether structural or non-structural, foreseen or unforeseen, to the building. Lessors, therefore, are obligated to install as new or make repairs to heating, electrical, sewer, plumbing systems, whether in existence as of the date hereof or added later, to repair or replace floors, joists, beams, rafters, walls and partition studs, supporting columns, or foundations, provided that Lessee is not responsible for the damage. Lessors represent that the floor of the Premises can support the vehicles and equipment which Lessee will store thereon. Therefore, Lessee will have no liability for floor damage caused by weight of vehicles or equipment. The foregoing are intended as a non-exclusive list of examples of the comprehensive obligations which Lessors hereby undertake. Further, Lessors at their own cost, will effect to the building any actions required by applicable State, Federal, and local legislation. All maintenance, repairs, reconstructions, replacements and other actions undertaken pursuant to this Lease made by the Lessor shall, to the extent feasible, be equal in quality to the original work.

6. ACCESS TO PREMISES

Lessors will allow any person(s) authorized by Lessee access to the Premises on Mondays through Fridays, from 7 a.m. to 5 p.m., upon 24 hours' advance notice by telephone to Lessors at (847) 475-6603. Lessors understand the importance of Premises availability to Lessee and assure such availability as provided for in this paragraph.

7. RESTRICTIONS

Lessors only will operate the Bridge Crane located in the Premises. Lessee understands and agrees that its employees and agents are prohibited from using or operating said Crane.

8. FIRE AND CASUALTY

In case the Premises shall be rendered untenable, in Lessee's sole judgment, by fire, explosion, or other casualty, Lessee, may, at its option, terminate this lease. In such event, all of Lessee's obligations hereunder shall be deemed to have terminated as of the date of the casualty.

9. EVIDENCE OF INSURANCE

Commercial General Liability Policy - required amounts of \$1,000,000 Bodily Injury/Property Damage. A copy of the Certificate of Insurance must be attached before this contract will be considered. The City of Evanston is to be named as an additional insured on the Certificate of Insurance and evidence thereof provided to the City's Law Department within five (5) days of execution of this lease. Lessors' failure to comply with this provision shall void this lease.

10. COMPLETENESS OF AGREEMENT

This document represents the entire agreement between the parties. Modifications or amendments are ineffective unless reduced to writing, signed by Lessors and Lessee, and made a part hereof.

11. QUIET ENJOYMENT

Lessors represent that they have full power and authority to enter into this Lease. So long as Lessee is not in default in the performance of its covenants and agreements

(See Page 4)

in this Lease, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Lessors or by any person claiming by, through, or under Lessors.

LESSORS: WILLIAM HOOPER
AND JUDETH HOOPER

By *William Hooper*
William Hooper

Date 11/20, 1998

By *Judeth Hooper*
Judeth Hooper

Date 11/20, 1998

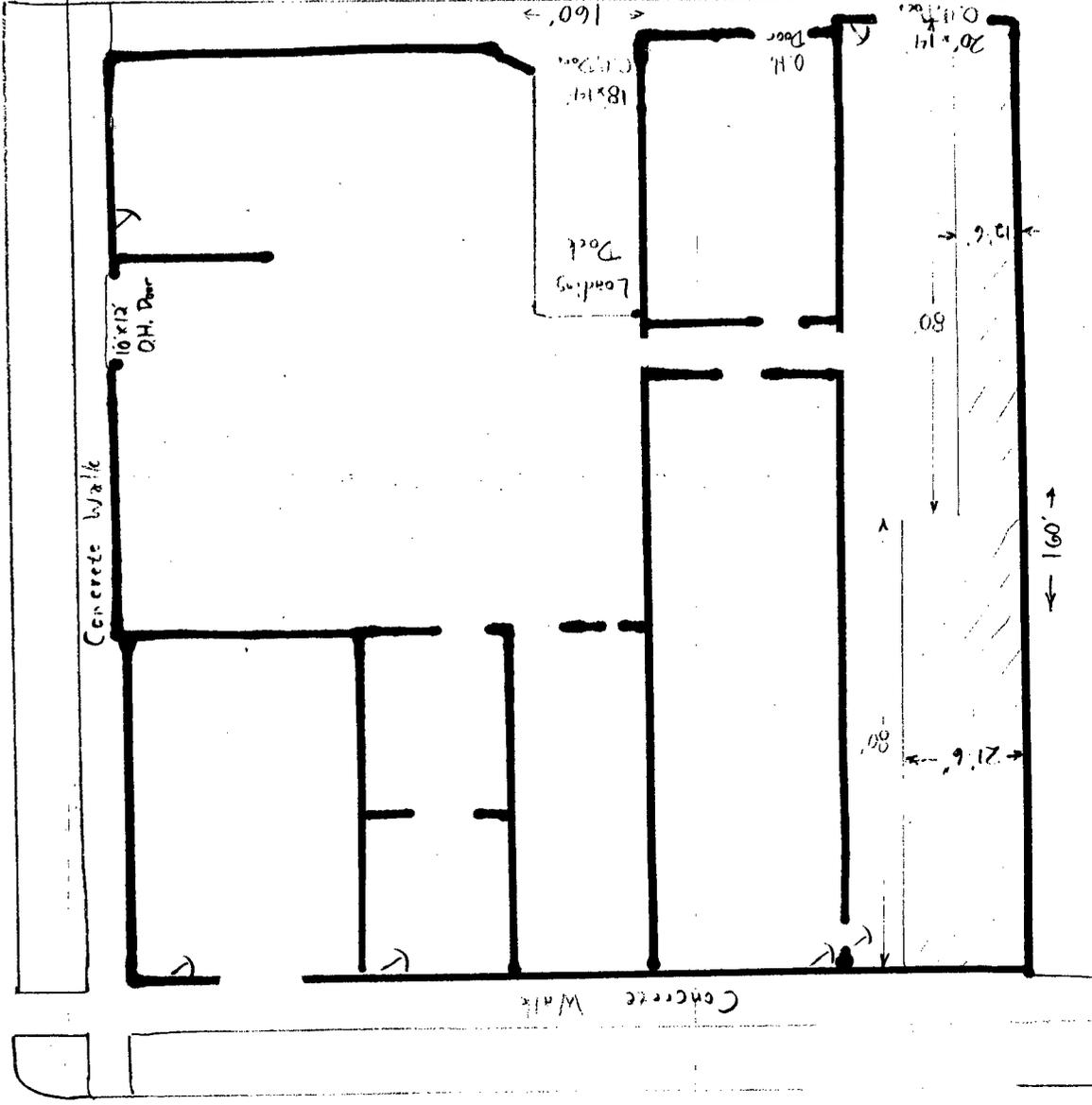
LESSEE: CITY OF EVANSTON

By *[Signature]*
Title _____

Date _____, 1998

2121 Dewey / Evanston Illinois

Dewey
North →



Payne

16' Raved Alley

PRODUCER
MCHENRY INSURANCE SERVICES, INC.
904 S. ROUTE 31
MCHENRY, IL 60050

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A AMERICAN STATES INSURANCE CO.
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED
HOOPER ENTERPRISES LTD. AND
WILLIAM J. & JUDETH M. HOOPER
C/O JUDY'S SPECIALTY FOODS
708 MAIN STREET
EVANSTON, IL 60202

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	02-CC-867035-1	08/23/98	08/23/99	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER / ADDITIONAL INSURED:

CITY OF EVANSTON
2100 RIDGE AVE.
EVANSTON, IL 60201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE