

8/11/99

59-R-99

A RESOLUTION

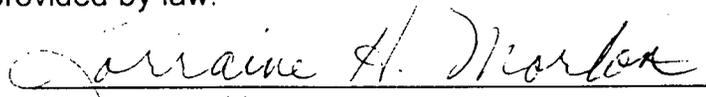
**Authorizing the City Manager to Sign a
Lease Agreement between the
City of Evanston (Lessee) and
William and Judith Hooper (Lessor) for
storage of City Equipment at 2119 Dewey**

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 Agreement by and between the City of Evanston (Lessee) and William and Judith Hooper (Lessor) for storage of City Equipment at 2119 Dewey. Said lease is attached as Exhibit A and made a part hereof.

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

SECTION 3: That 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: August 16, 1999

EXHIBIT A

VEHICLE AND EQUIPMENT STORAGE LEASE

DATE OF LEASE: BEGINNING September 1, 1999
ENDING August 31, 2002

RENTAL RATE:	9/1/1999 through 8/31/2000	\$3,500/month
	9/1/2000 through 8/31/2001	\$3,750/month
	9/1/2001 through 8/31/2002	\$4,000/month

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

PURPOSE: Storage of City vehicles and equipment (not repairs or maintenance)

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 2117 Dewey Avenue, Evanston, Illinois 60201, or at such other address as Lessors may designate in writing.

2. TERM

The lease term is from 9/1/1999 through 8/31/2002.

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 nonroutine maintenance, repairs, reconstructions, or replacements, whether structural or nonstructural, foreseen or unforeseen, to the building. Lessors, therefore, are obligated to install as new or make repairs to heating, electrical, sewer, plumbing systems, overhead door, and bridge crane, 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 nonexclusive 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.

c) Lessor shall provide heat adequate for freeze protection only.

6. ACCESS TO PREMISES

Lessors will allow any person(s) authorized by Lessee access to the Premises without prior notice to Lessors. Lessee agrees not to enter any adjacent storage areas without consent of Lessors. Lessee shall not restrict access to Lessor for the purpose of maintenance and repair of the Premises.

7. RESTRICTIONS AND INDEMNIFICATION

Lessors will allow Lessee's employees to operate the bridge crane located in the Premises, provided that said employees receive training and/or orientation agreed upon by both parties. City of Evanston may elect, at its expense, to have the crane inspected and certified by Cleveland Tramrail Chicago Co. (or another firm approved by both parties) to insure its capacity and safety prior to operating said crane. Lessee shall provide all chains and/or straps required for lifting Lessee's equipment. City of Evanston indemnifies Lessors from any liability resulting from activities of City of Evanston employees, specifically including operation of the bridge 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 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

By: _____
Judeth Hooper

Date _____

Date _____

LESSEE: CITY OF EVANSTON

By: _____

Title: _____

Date _____