

4/18/01

29-R-01

A RESOLUTION

Authorizing the Lease of Certain Room Space on
the First Floor of the Civic Center (Room 1002)
to the League of Women Voters of Evanston

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 League of Women Voters has leased Room 2650 containing 112 square feet on the second floor of the Civic Center for many years; and

WHEREAS, the current lease term between the City and the League of Women Voters ends on June 30,2001; and

WHEREAS, the League of Women Voters is desirous of terminating its lease for Room 2650 early and moving to a smaller office in the 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 first floor room space (Room 1002 consisting of 103 square feet) within said improved real estate, and that said first floor room space is not required for the use of the City of Evanston; and

WHEREAS, the League of Women Voters of Evanston has proposed to lease said first 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, and execution of a lease with, the League of Women Voters of Evanston; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the lease between the City and the League of Women Voters for Room 2650 at the Civic Center for the term of July 1, 2000 through June 30, 2001 is terminated by mutual consent as of midnight on April 30, 2001.

SECTION 2: That the City Manager is hereby authorized and directed to sign and the City Clerk is 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 the League of Women Voters of Evanston as Lessee for certain first floor space for a term of one (1) year at a rental of \$160.00 per month for the term of May 1, 2001 through April 30, 2002.

SECTION 3: 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 interest of the City.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Lorraine N. Norton
Mayor

ATTEST:

Mary P. Morris
City Clerk

Adopted: May 7, 2001

4/18/01

L E A S E

TERM OF LEASE

| DATE OF LEASE | BEGINNING | ENDING | ANNUAL RENT |
|---------------|-----------|----------|-------------|
| | 05/01/01 | 04/30/02 | \$160/month |

LOCATION OF PREMISES: Room 1002
2100 Ridge Avenue
Evanston, Illinois

PURPOSE: Utilization of vacant office space in the Evanston Civic Center by the League of Women Voters of Evanston for conduct of official business.

| | | | |
|----------|------------------------------------|----------|--------------------|
| LESSEE: | | LESSOR: | |
| NAME: | League of Women Voters of Evanston | NAME: | City of Evanston |
| ADDRESS: | 2100 Ridge Avenue | ADDRESS: | 2100 Ridge Avenue |
| CITY: | Evanston, IL 60201 | CITY: | Evanston, IL 60201 |

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE Room 1002 of the Evanston Civic Center consisting of one hundred three (103) square feet, to be used for the business activities of the LESSEE subject to the conditions stated herein.

1. The LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable one month in advance, by the first calendar day of each month. Said rent shall be paid at the office of the LESSOR, Evanston City Manager's Office, Room 4606, 2100 Ridge Avenue, Evanston, Illinois.

2. Lessee has previously been a tenant in Room 2650 of the Civic Center and knows the condition of the Civic Center.

Lessee has been given an opportunity to examine 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 its agent at any time that are not expressed herein or herein endorsed.

3. 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 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 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 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 purpose 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. In the event uniform window treatment is required by LESSOR, LESSOR shall supply and install materials at LESSOR'S

expense.

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, misuse or neglect the water or light fixtures on the premises; LESSEE shall repair any damage to other tenants of the building caused by misuse, waste or neglect.

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, without notice, to re-enter the premises or any part thereof, and to expel, remove and put out the LESSEE or any person or persons occupying the said premises, 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 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 therein, regardless of ownership, 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, his agents or assigns may begin suit for possession or rent.

10. In the event of re-entry and removal of the articles found on the premises and personally owned by LESSEE as herein effort provided, 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.

11. At the termination of this Lease by lapse of time or otherwise, Lessee shall leave the premises in broom clean condition and shall turn over any and all keys to the City Manager. Lessee shall pay Lessor for any damages to the leased premises beyond normal wear and tear and shall do so within thirty days of invoicing therefore by the City.

12. 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.

13. Only those signs, posters and bulletins expressly permitted by 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.

14. 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 on the same schedule and in the same scope and manner as with other City offices, during hours which will not unreasonably interfere with the conduct of business.

15. 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.

16. All applicable laws concerning political solicitation and electioneering shall be observed by the LESSEE in and around the leased premises.

17. 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 lease.

18. The LESSEE agrees that there shall be no unrefrigerated 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 coffee pot or device for warming water for beverage preparation, shall be installed or otherwise maintained on the premises.

19. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General liability policy in the amount of ONE MILLION DOLLARS (\$1,000,000.00) with respect to the leased premises, with provisions acceptable to Lessor, and the activities of LESSEE in the leased premises. LESSEE shall furnish copies of a Certificate of Insurance with the LESSOR/OWNER named as an additional insured with an insurance company acceptable to the LESSOR. 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 an A- Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable. LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

LESSEE shall hold harmless and indemnify the LESSOR against all liability imposed by law and against all loss, liability, damage, and expense, including attorney's fees, incurred by the LESSOR, on account of any injury to or death of any person or persons whomsoever, including invitees, officers, members or employees of the LESSEE, or on account of damage to property sustained by any person, or other persons, firm, or corporation caused by, or connected with, the exercise of rights under this lease, or the discharge of obligations by, or the presence on the premises of, the LESSEE hereunder.

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. If requested by the LESSOR, the LESSEE at its own expense, cost, and risk shall defend and pay all costs, including attorney's fees, of any

and all suits or other legal proceedings that may be brought or instituted against the LESSOR, or any such claim or demand, and pay and satisfy any judgment that may be rendered against them in any such suit or legal proceeding or the amount of any compromise or settlement that may result therefrom. Notwithstanding any of the foregoing, LESSEE has no obligation to defend or indemnify LESSOR in or for any claim or action against LESSOR alleging negligence or gross negligence.

20. The Lease is executed in Evanston, Illinois. The laws of Illinois shall be applicable in the event of a dispute between Lessor and Lessee. Venue shall be in Cook County, Illinois.

21. Notices given or required under this Lease shall be sent to the City in care of the City Manager and to the League of Women Voters, in care of Ms. Cheryl Wollin, Office Manager. A mailed notice must be sent by first class mail, return receipt requested and is effective five days after deposit in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

22. The persons whose names are subscribed below

on behalf of the Lessor and Lessee represent and warrant that they are properly authorized to execute this Lease on behalf of their respective parties.

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

LESSOR: City of Evanston

LESSEE: League of Women Voters
of Evanston

By 

By: Cheryl Wallin/Cheryl Wallis
Typed Name:
Office Manager
Title:

ATTEST:

Mary P. Morris

May 24, 2001
Date:

Date: 5/30/01

ACORD CERTIFICATE OF LIABILITY INSURANCE

FP ID DK
LEAGU-1

DATE (MM/DD/YY)
05/17/01

PRODUCER
Secure Futures Insurance Agcy
8700 W. Bryn Mawr #600 South
Chicago IL 60631
Phone: 773-380-9700 Fax: 773-380-9711

INSURED
League of Women Voters of IL
LWV of Evanston
332 S Michigan #1050
Chicago IL 60604

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.

INSURERS AFFORDING COVERAGE

INSURER A: St Paul - USF&G
INSURER B: St Paul Insurance Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|--|---------------|----------------------------------|-----------------------------------|-------------------------------------|------------|
| A | GENERAL LIABILITY | BK00728763 | 11/15/00 | 11/15/01 | EACH OCCURRENCE | \$ 1000000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$ 30000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 10000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1000000 |
| | | | | | GENERAL AGGREGATE | \$ 2000000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 2000000 |
| | | | | | Emp Ben. | 1000000 |
| A | AUTOMOBILE LIABILITY | BK00728763 | 11/15/00 | 11/15/01 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ | |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ | |
| | | | | | AUTO ONLY: AGG \$ | |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ | |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ | |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ | |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA1200533 | 11/15/00 | 11/15/01 | WC STATU-TORY LIMITS | OT-HER |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Evanston is listed as an additional insured as landlord for 2100 Ridge Rm 1002 Evanston Il 60201

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

CITYEVA

City of Evanston
2100 Ridge Ave
Evanston IL 60201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

William C Teuter CPCU CLU