

71-R-01

A RESOLUTION

**Authorizing the City Manager to Enter
Into Negotiations With Lighthouse
Park District Regarding the Lease of
Land in the 2600 Block of Sheridan Road**

WHEREAS, the City of Evanston has leased a certain parcel of land on the east side of the 2600 Block of Sheridan Road to the Lighthouse Park District ("LPD") and its predecessor, Northeast Park District, since June 4, 1937; and

WHEREAS, two foghouses were constructed on the Lighthouse Park land to house aids to navigation during the years of operation of the lighthouse; and

WHEREAS, the foghouses have not housed navigational aids for many years;
and

WHEREAS, the LPD applied for and received an Illinois Heritage grant to remodel the North Foghouse and operate it as a Maritime Museum and Visitor Center;
and

WHEREAS, the Evanston Environmental Association in conjunction with the Ecology Center has used the North Foghouse for the past twenty-five years for various youth-oriented programs in the spring, summer, and fall; and

WHEREAS, relocation of these programs at this time is neither logistically nor economically feasible, and therefore, is not in the best interests of the citizens of Evanston; and

WHEREAS, the aforescribed lease between the City and the LPD provides for "biennial terms terminating on the 31st day of December in odd-numbered years unless and until this lease shall be terminated on the 31st day of December, A.D. 1939 or on the 31st day of December in any odd-numbered year thereafter, by the giving by either party to the other of not less than three (3) months' notice in writing of such termination"; and

WHEREAS, the City Council desires that the lease shall continue under the same terms and conditions, provided that the LPD executes a rider to the lease providing for the City's unrestricted use of the North Foghouse for its environmental and ecological programs, and

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

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

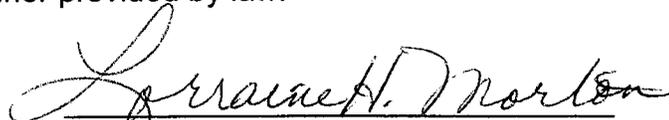
SECTION 2: That the City Manager of the City of Evanston is authorized and directed to forbear, only for the 2001 term, invoking the aforescribed termination provision and authorized and directed to enter into an agreement with the LPD in substantial conformity with Exhibit A, attached hereto and made a part hereof, providing for unrestricted City use of the North Foghouse for environmental and ecological programs. The City Clerk is authorized and directed to attest such agreement.

SECTION 3: The City Manager is further authorized to negotiate any additional terms and conditions deemed necessary and in the best interests of the City, provided,

however, that no change shall be made in the termination language recited above and set forth in the second full paragraph of the lease on page 4.

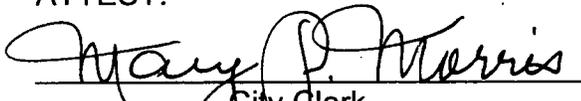
SECTION 4: The City Manager is authorized and directed to invoke the lease termination provision and to send written notice thereof to the LPD if the LPD does not execute an agreement in substantial conformity with that set forth in Exhibit A by noon (12:00 p.m.) on September 27, 2001.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.



Lorraine H. Morton, Mayor

ATTEST:



City Clerk

Adopted: September 24, 2001

RIDER NO. 1

To Lease Dated June 24, 1937

Between

**City of Evanston
and
Lighthouse Park District ("LPD")**

R E C I T A L S

WHEREAS, the City of Evanston ("City") has leased a certain parcel of land on the east side of the 2600 Block of Sheridan Road to the Lighthouse Park District ("LPD") and its predecessor, Northeast Park District, since June 4, 1937; and

WHEREAS, two foghouses were constructed on the Lighthouse Park land to house aids to navigation during the years of operation of the lighthouse; and

WHEREAS, the foghouses have not housed navigational aids for many years; and

WHEREAS, the LPD applied for and received an Illinois Heritage grant to remodel the North Foghouse and operate it as a Maritime Museum and Visitor Center; and

WHEREAS, the Evanston Environmental Association in conjunction with the Ecology Center has used the North Foghouse for the past twenty-five years for various youth-oriented programs in the spring, summer, and fall; and

WHEREAS, relocation of these programs at this time is neither logistically nor economically feasible, and therefore, is not in the best interests of the citizens of Evanston; and

Rider No. 1
To Lease Dated June 24, 1937
Between City and LPD

WHEREAS, the City and the LPD have engaged in discussions regarding the parties' uses of the North Foghouse; and

WHEREAS, these discussions will continue and may result in modification of the lease; and

WHEREAS, the lease provides no procedure for modification, short of an invocation of the termination clause; and

WHEREAS, the aforescribed lease between the City and the LPD provides for "biennial terms terminating on the 31st day of December in odd-numbered years unless and until this lease shall be terminated on the 31st day of December, A.D. 1939 or on the 31st day of December in any odd-numbered year thereafter, by the giving by either party to the other of not less than three (3) months' notice in writing of such termination"; and

WHEREAS, the City Council expressed its desire in Resolution 71-R-01 that the lease shall continue under the same terms and conditions, provided that, by noon (12:00 p.m.) on September 27, 2001, LPD executes a rider to the lease providing for the City's unrestricted use of the North Foghouse for its environmental and ecological programs; and

WHEREAS, the LPD is desirous of executing such a rider,

NOW, THEREFORE, THE CITY AND THE LPD AGREE, as follows:

1. The foregoing recitals are found as fact and made a part hereof.

**Rider No. 1
To Lease Dated June 24, 1937
Between City and LPD**

2. The City will forbear, only during the lease term ending on December 31, 2001, from invoking the aforescribed termination clause.

3. In consideration of the City's aforescribed forbearance, and other good and valuable consideration, hereby acknowledged as received, the LPD will allow the City unrestricted use of the North Foghouse for environmental and ecological programs for the two-year period ending December 31, 2003.

4. LPD may make improvements to the North Foghouse, provided however, that said improvements do not prevent the City's unrestricted use of the structure for environmental and ecological programs.

5. The City will provide or pay for all utilities and maintain the North Foghouse, both to the extent necessary for its environmental and ecological programs.

6. Neither the City's execution of this Rider No. 1 nor any improvements LPD may make to the North Foghouse obligates City to forbear from invoking the revocation provision in any future lease term.

7. The lighthouse and its appurtenant structures, one of which is the North Foghouse, have been accorded National Landmark status. Neither the City nor the LPD shall take any action which would be inconsistent with or jeopardize said National Historic Landmark status.

**Rider No. 1
To Lease Dated June 24, 1937
Between City and LPD**

8. The City shall indemnify and hold the LPD harmless from any loss or liability, including attorneys' fees, arising from or related to the use of the North Foghouse by the City or by persons authorized by the City to use the North Foghouse.

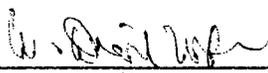
9. Except as specifically set forth herein, the June 24, 1937 lease between the parties is unmodified.

For the City



By: Judith A. Aiello
Its: Assistant City Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Telephone No. (847) 866-2936

For the LPD



By: W. DANIEL WEFLER
Its: President

