

32-R-11

A RESOLUTION

Authorizing the City Manager to execute a Lease for the Continued Use of Property at 1016 Grove as a Public Parking Lot (City Lot 38)

WHEREAS, the City of Evanston has leased a parking lot for over thirty (30) years from the McGraw Young Men's Christian Association ("YMCA"). The parking lot is located at 1016 Grove Street, Evanston and used as a public parking lot commonly known as City Lot 38 ("City Lot 38");

WHEREAS, the parking spaces afforded by City Lot 38 are necessary and essential for the provision of adequate off-street parking in this business area;

WHEREAS, the City Council finds that the best interests of the City of Evanston and its residents are served by the renewal of the lease with the YMCA and the continued use as a public parking lot.

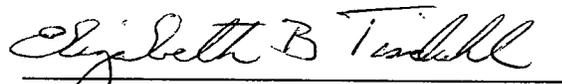
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

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, a lease agreement by and between the City of Evanston, as Lessee, and McGraw Young Men's Christian Association, of 1000 Grove Street, Evanston, Illinois 60201, as Lessor, for the City Lot 38 and for a term of five (5) years at a rental rate based on the annual fifty percent (50%) of the gross

revenues collected by the Lessee as parking fees for parking at City Lot 38. Either party hereto may terminate this lease upon the service of written notice no less than ninety (90) days prior to the termination date. The proposed lease agreement is attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION 3: That this Resolution 32-R-11 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 13, 2011

EXHIBIT A

Lease with McGaw YMCA for City Parking Lot 38

LEASE

THIS LEASE made this 26th day of MAY, 2011, by and between the McGaw Young Men's Christian Association ("YMCA") of Evanston, an Illinois non-profit corporation, hereinafter referred to as "Lessor", and the City of Evanston, Illinois, an Illinois home-rule municipal corporation, hereinafter referred to as "Lessee".

Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to the Lessee the premises hereinafter described, for a term commencing June 1st, 2011, and expiring May 31, 2016. Said premises are to be used by Lessee as part of its off-street parking system and are legally described as:

Legal Description: Lots 1 and 2 in Andrew J. Brown's Subdivision of the West 244 feet of Block 54 of Village of Evanston, in the southwest Quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian.

Real Property is commonly known as: City Parking Lot #38, 1016 Grove Street, Evanston, Illinois ("City Lot 38")

AGREEMENT

1. Lessor, at its expense, has constructed a parking lot on the premises complete with surfacing, driveways, bumpers and landscaping.
2. Lessee shall have the right to operate and maintain at Lessee's expense facilities for the parking of automobiles by the public for a fee and for that purpose Lessee, at its expense, shall maintain striping, bumpers, signs, lighting system (if any), and parking meters, as required. Lessee shall provide snow removal, electricity for any lot lighting system, landscape maintenance, and parking enforcement at its own expense. Lessee shall make minor repairs to maintain the existing surface of City Lot 38 and keep it in good condition.
3. Lessee, at its expense, shall administer the operations and maintenance of any parking meters. The method of utilizing spaces may be changed from time to time by mutual consent of parties.
4. Lessee agrees to hold Lessor harmless from any liabilities for injury to persons or property damage to the property of Lessee, Lessor, or any third parties, arising out of or in the course of the operation of said City Lot 38 and not caused directly by the negligence or willful misconduct of Lessor or its

b. If to Lessee: City of Evanston
Attn: Parking System Manager
2100 Ridge Avenue
Evanston, Illinois 60201

9. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease, each being duly authorized for the uses and purposes herein stated.

McGaw YMCA

CITY OF EVANSTON

By W. F. Quinn

BY Wally Bobkiewicz

Its: President / CEO

Its: City Manager, Wally Bobkiewicz

Attest: Glenney DePittner

Attest: C. A. Duke

Approved as to form:

W. Grant Farrar
W. Grant Farrar
Corporation Counsel