

18-R-13

A RESOLUTION

Authorizing the City Manager to Execute a Bike Corral Parking Agreement with Evanston Athletic Club

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

SECTION 1: 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, the Bike Corral Parking Agreement (the "Agreement") set forth in Exhibit 1, by and between the City of Evanston and Evanston Athletic Club ("EAC"), providing for the installation of a bike corral in two (2) City metered parking spaces.

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

SECTION 3: This resolution, 18-R-13, 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: April 16, 2013

EXHIBIT 1

Bike Corral Parking Agreement

BIKE CORRAL PARKING AGREEMENT

This Bike Corral Parking Agreement (the “**Agreement**”), dated this ____ day of _____, 2013, is entered by and between the City of Evanston (“**City**”), an Illinois municipal corporation and Evanston Athletic Club (“**Club**”), an Illinois corporation. The City and the Club shall be referred to collectively as the “**Parties**”, upon the following terms and conditions:

1. Bike Corral Area. Subject to the terms and conditions of this Agreement, the City shall construct a bike corral (the “**Bike Corral**”) within two (2) parking stalls within the City’s right-of-way on Benson Avenue and adjacent to the Club’s business at 1723 Benson Avenue, Evanston, IL 60201 (the “**Bike Corral Area**”). The Bike Corral Area is depicted on the site plan attached as Exhibit A.

2. Use. Customers, employees, and agents of Club are permitted to use the Bike Corral Area for temporary storage of bicycles, however said usage is not-exclusive and all members of the public are permitted to use the Bike Corral Area for the same Use. All applicable restrictions within the City of Evanston Code and Illinois Vehicle Code are in full force and effect with respect to the bicyclists use.

3. Term.

A. Initial Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of five (5) years therefrom (“**Initial Term**”).

B. Renewal Term. At the conclusion of the Initial Term, this Agreement shall automatically renew for one additional five (5) year term (the “**Renewal Term**”), unless either party gives written notice to the other party at least three hundred sixty-five (365) days prior to the end of the Initial Term. If the Licensee ceases to operate an establishment, this Agreement, at City’s election shall terminate immediately.

C. The Bike Corral will be installed in the Bike Corral Area for an eight (8) month period from April to November during each year during the Initial Term and Renewal Term. The City will remove the Bike Corral during the remaining four months, December – March, and parking for the two parking spaces will be restored.

4. Payment. The City will be paying for cost of installation of the Bike Corral and all other associated costs with the use of the Bike Corral Area.

5. Maintenance. The City, at its sole cost and expense, shall perform all routine maintenance and repairs to the Bike Corral Area for the Term of the Agreement.

6. Notices. All notices herein required shall be in writing and shall be served on the parties, either personally or mailed by certified or registered mail, return receipt requested, or by expedited messenger, and all such notices shall be deemed received on receipt or, if delivery is refused, upon the date of attempted delivery addressed as follows:

If to City: City of Evanston
Parking Services
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: Rickey Voss

With a copy to: City of Evanston
Law Department
2100 Ridge Avenue
Evanston, Illinois 60201

If to Club: Evanston Athletic Club
1723 Benson Avenue
Evanston, Illinois 60201
Attn: Manager

Either party may, by written notice to the other party, change its notice address set forth above. Facsimile transmission is not an authorized means of notice under this Agreement.

7. Miscellaneous.

A. Headings. The headings of paragraphs herein are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision of this Agreement.

B. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.

C. Modification. This Agreement shall not be modified in any way except by a writing executed by both Parties. The parties agree that if there exists a latent or patent ambiguity in this Agreement, such ambiguity shall not be construed against either party regardless of which party has drafted the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

Evanston Athletic Club, an Illinois
Corporation

City of Evanston, an Illinois home
rule municipal corporation

By: _____

By: _____

Name: Heidi S. Chalam
Title: Director of Business Operations

Name: Wally Bobkiewicz
Title: City Manager

EXHIBIT A

Site Plan

EXHIBIT A

PIN # 11-18-126-004-0000

**EVANSTON ATHLETIC CLUB
1723 BENSON AVENUE
EVANSTON IL 60201**

BIKE CORRAL LOCATION

