

06/23/2016

**53-R-16**

**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-five (35) 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:**

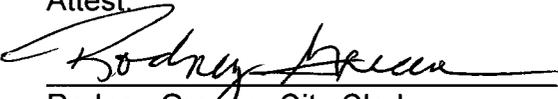
**SECTION 1:** That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, a lease agreement by and between the City of Evanston, as Lessee, and McGraw Young Men's Christian Association, of 1000 Grove Street, Evanston, 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 53-R-16 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: July 11, 2016

**EXHIBIT A**

**Lease with McGaw YMCA for City Parking Lot 38**

## LEASE

THIS LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 1<sup>st</sup>, 2016, and expiring May 31, 2021. 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

agents. In addition, Lessee hereby waives any and all rights of action against Lessor, which may arise on account of damage to property or injury to persons which damage or injury is covered by Lessee's insurance or is self – insured by Lessee for claims related to City Lot 38. Each party to bear the cost of attorney's fees and costs should litigation arise related to this Lease. Any insurance policies carried by Lessee shall contain clauses waiving the insurer's subrogation rights against Lessor and its agents, employees and representatives.

5. Lessee agrees to pay as rental for the use of City Lot 38 the aforementioned fifty percent (50%) of the gross revenues collected by the Lessee as parking fees for parking upon City Lot 38. Lessee agrees to furnish Lessor by the twentieth (20<sup>th</sup>) day of the month following the end of each quarter a statement showing the total gross revenue received by Lessee from City Lot 38. It is agreed between the parties hereto that the rates to be changed for use of said parking facility by the general public shall be determined and at the sole discretion of the Lessee from time to time.
6. This lease may be renewed by mutual consent of the parties hereto, and the rent and other provisions of this lease shall be subject to renegotiation and revision at the beginning of each new Lease period. The Lessee, not less than sixty (60) days before the end of each lease period, shall notify the Lessor in writing as to whether it wishes to renew the Lease and shall set forth any amendments to the Lease it deems desirable.
7. This Lease may be terminated by either party with the ninety (90) day written notice sent to the address indicated in paragraph 8 of this Lease. Upon termination of this lease, the Lessee shall remove from the area so leased within a reasonable time all parking meters and signs which it has installed, but all remaining improvements shall become the property of the Lessor. All notice required shall be by registered mail, return receipt requested.
8. Notices sent to the Lessor and Lessee, should be mailed to the address set forth below. A mailed notice must be sent via certified mail, return receipt requested and effective as of the date of mailing and deposited in the U.S. Mail. Notice given by personal delivery is effective upon delivery.

a. If to Lessor: McGraw YMCA  
Attn: CEO  
1000 Grove Street  
Evanston, Illinois, 60201

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 to 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 \_\_\_\_\_

By \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager, Wally Bobkiewicz

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_