

8/3/2016

62-R-16

A RESOLUTION

Authorizing the City Manager to Execute a Bike Corral Parking Agreement with Everyday Cycles and Motion

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 Everyday Cycles and Motion ("ECM"), providing for the installation of a bike corral in one (1) City metered parking space.

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

SECTION 3: This resolution, 62-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: August 15, 2016

EXHIBIT 1

Bike Corral Parking Agreement

BIKE CORRAL PARKING AGREEMENT

This Bike Corral Parking Agreement (the "**Agreement** "), dated this ___ day of _____ 2016, is entered by and between the City of Evanston ("**City**"), an Illinois municipal corporation and Everyday Cycles and Motion ("**Shop**"), an Illinois corporation. The City and the Shop 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 ("**Bike Corral**") within one (1) parking stall within the City's right-of-way on Chicago Avenue and adjacent to the Shop's business at 941 Chicago Avenue, Evanston, IL 60202 ("**Bike Corral Area**"). The Bike Corral Area is depicted on the site plan attached as Exhibit A.

2. **Use.** Customers, employees, and agents of the Shop 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 two (2) 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 ("**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 a four (4) month period from August to November for the first year of the Initial Term and an eight (8) month period from April to November during the second year of the Initial Term and each year of the Renewal Term. The City will remove the Bike Corral during the remaining four months, December - March, and parking for the one parking space will be restored.

4. **Payment.**

A. The Parties acknowledge and agree that the City will lose parking meter revenue from the decommissioning of one parking space within the Main-Dempster Mile SSA. The estimated total lost revenue for the one parking space occupied by the bike corral for the eight month time period is Four Hundred and no/100 Dollars (\$400.00). In consideration of the City removing one space for the installation of said Bike Corral, Shop shall reimburse the City zero percent of the lost revenue for the parking spaces, which is zero and no/100 Dollars (\$0.00).

B. The Payment shall be renegotiated if the Parties seek to renew the Agreement after the Initial Term.

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, IL 60201
 Attn: Rickey Voss

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

If to the Shop: Everyday Cycles and
 Motion
 941 Chicago Avenue
 Evanston, IL 60202
 Attn: Ben Schapiro

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.

Everyday Cycles and Motion,
an Illinois Corporation

City of Evanston,
an Illinois Home Rule Municipal
Corporation

By: _____

By: _____

Name:
Title:

Name: Wally Bobkiewicz
Title: City Manager

EXHIBIT A

Site Plan

Bike Corral layout Example

