

88-R-24

A RESOLUTION

Authorizing the City Manager to Enter into a Lease Agreement with the Sauna Club located at the Dempster Street Beach Parking Lot

WHEREAS, the City of Evanston owns property commonly known as the Dempster Street Beach Office Parking Lot (the “Premises”); and

WHEREAS, the Premises has parking spaces available for use; and

WHEREAS, the Sauna Club seeks to lease a 10’ wide by 20’ long area to park a mobile sauna from December 2024 to March 31, 2025; and

WHEREAS, the City Council has determined that it is in the best interest of the City to lease space to the Sauna Club.

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

SECTION 1: That the foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: 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 of Evanston, a lease with the Sauna Club. The lease shall be in substantial conformity with the lease marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases as may be determined to be in the best interests of the City.

SECTION 4: This Resolution shall be in full force and effect from and

after its passage and approval in the manner provided by law.

Daniel Biss

Daniel Biss, Mayor

Attest:

Stephanie Mendoza

Stephanie Mendoza, City Clerk

Approved as to form:

Alexandra B. Ruggie

Alexandra Ruggie, Corporation
Counsel

Adopted: _____ December 09, 2024

Exhibit A
Lease Agreement

PARKING LOT USE AGREEMENT

The following Agreement is between **Sauna Club** (the “Sauna Club”) and the **City of Evanston**, an Illinois municipal corporation (the “City”). The Sauna Club and the City are sometimes herein referred to collectively as the “Parties” or individually as a “Party.” The Parties agree as follows:

I. Use of Parking Lot:

A. **Description of Parking Lot.** The City is the owner of the parking lot located at the Dempster Street Beach Office and Parking Lot Driveway located at 1251 Lake Shore Blvd. Evanston, Illinois. The Sauna Club seeks to use a small portion of the Parking Lot to park a portable Sauna.

B. **Use of Parking Lot.** The City agrees to allow the Sauna Club and its employees, customers and invitees (collectively with the Sauna Club, the “Sauna Club Users”) to use all or such portion of the parking spaces located in the Parking Lot specified on Exhibit A commencing and ending on the dates and during the times provided in Exhibit A to this Agreement (“Usage Period”) until the expiration of this Agreement specified in Paragraph III.E below (“Expiration Date”). Up to a maximum of 10’W x 20’L and one additional guest parking space in the area shown on Exhibit B attached to this Agreement may be designated by the City for the sole use by the Sauna Users until the Expiration Date (“Sauna Club Reserved Spaces”) but only during the Usage Period specified on Exhibit A for such Sauna Club Reserved Spaces (“Reserved Space Usage Period”). The Sauna Club is permitted to have the trailer parked overnight at the parking lot. The Sauna Club agrees to relocate the sauna within 24 hours if the City declares a Snow Emergency for the City. The Sauna club agrees that any chairs or outdoor furniture it uses shall be placed on the grass near the bike racks. The Sauna Club additionally agrees not to obstruct or place chairs on the driveway, sidewalks or lakefront paths.

C. **The City Not Responsible for Unauthorized Use of Parking Lot.** The Sauna Club acknowledges and agrees that the City will not be responsible or liable to the Sauna Club if any non-Sauna Club Users park in the Parking Lot during the dates and times set forth in Exhibit A (or park in the Sauna Club Reserved Spaces) regardless of whether such non-Sauna Club Users are associated with the City or are otherwise permitted or unauthorized, except that the City will make reasonable efforts to educate and advise its employees not to park in the Sauna Club Reserved Spaces during the Reserved Spaces Usage Period.

D. **Compensation.** As compensation for the use of the Parking Lot, the Sauna Club agrees to pay the City seven hundred and fifty dollars (\$750.00) per month due on the 1st of each month.

E. **Maintenance of Parking Lot.** The Sauna Club shall be not responsible for the cost of repair and/or replacement of any damage to the Parking Lot, unless such damage is caused by the Sauna Club or Sauna Club Users. The Sauna Club shall not, however, be responsible for ordinary wear and tear to the Parking Lot. The Sauna Club is

responsible for any garbage or recycling from the Sauna Club or its Users and shall ensure that the site is maintained in a cleanly manner. The Sauna Club shall be solely responsible for all trash removal from the site each day and will keep the site area utilized by the equipment and adjacent area free of trash and litter.

F. No Improvements. The Sauna Club shall not modify, alter, place or make any permanent fixtures or improvements upon the Parking Lot.

II. Indemnification and Insurance Provisions:

A. Indemnification. The City and the Sauna Club each agree to mutually indemnify, defend, and hold harmless the other Party and their respective board members, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Claims") to the extent the Claims arise out of the acts or omissions of the indemnifying Party. The City's indemnification obligations under this Agreement shall not in any way be limited by the amount of insurance available to the City or lack of any insurance coverage with respect thereto. The respective obligations of the City and the Sauna Club to indemnify, defend, and hold harmless the other Party from Claims to the extent provided in this Section II.A shall apply regardless of the joint and several nature of any liability either might have pursuant to applicable law or any limitations on liability of either of them as an employer pursuant to applicable law, including without limitation, the provisions of Section 2-1117 of the Code of Civil Procedure, 735 ILCS 5/2-1117, and except as stated elsewhere in this Section II, in the event there is a determination of joint or concurrent negligence on the part of the City and the Sauna Club, each shall bear that portion of the loss or damages assessed on account of a Claim that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the asserted Claim.

B. No Waiver of Tort Immunity Defenses. Nothing contained in Section II.A of this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to Claims by third parties against the City, but does not in any way affect the City's obligation to indemnify the Sauna Club from any Claims by third parties under Section II.A, including Claims by any Sauna Club Users.

C. Evidence of Insurance Coverage. During the term of this Agreement, the Sauna Club, at its sole cost and expense, shall carry and maintain comprehensive general liability insurance, with a minimum combined single limit of One Million (\$1,000,000) per occurrence with a general aggregate minimum limit of Two Million (\$2,000,000.00). In addition, the Sauna Club shall keep and maintain Workers' Compensation Insurance providing limits and coverages not less than those required by statute in Illinois. The Sauna Club shall provide the City with certificates of insurance evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement.

D. Stated Insurance Coverage Limits Not the Extent of Liability. The insurance provided for by City in Section II.C. shall be primary and not excess as respects any Claims for which the Sauna Club indemnified by the City. If the City from time to time carries insurance coverage of any one or more of the types required under Section II.C. with limits higher than what is required in Section II.C., the full amount of such insurance coverage shall be available to respond to a covered Claim and the coverage afforded to YOU shall not in any way be limited by the minimum insurance coverage limits specified in Section II.C. and shall be deemed increased to the amounts actually carried by the City.

E. Obligations Survive. The respective obligations of the Sauna Club and the City under this Section II shall survive the expiration or earlier termination of this Agreement.

III. Miscellaneous Provisions:

A. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid, illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent not prohibited by law.

B. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

C. No Assignment. The City may not assign any rights or duties under this Agreement without the prior express written consent of YOU, which may be withheld in YOU's sole discretion.

D. Swimming Prohibited. The City of Evanston prohibits swimming in Lake Michigan when lifeguards are not on duty. Accordingly, the Sauna Club agrees not to advertise, encourage, endorse, or permit its patrons to swim in Lake Michigan under any circumstances. The Sauna Club further acknowledges its responsibility to ensure that patrons do not enter the water. Failure to comply with this provision may result in the termination of the contract. Cold water/ ice buckets are approved alternatives for achieving a rapid cooldown.

E. Alcohol Prohibited without a Permit. The sale and consumption of alcohol is prohibited without a permit.

F. Signs. Permanent signs are prohibited on any City-owner property. A-frame signs may be utilized but must be removed at the end of each day.

G. Term; Termination. This Agreement shall be in effect from December 9,

2024 to March 31, 2025. In addition, either Party may terminate this Agreement prior to the Expiration Date for any reason after providing not less than 30 days prior written notice to the other Party of its intention to terminate the Agreement and specifying the date on which it shall terminate.

H. Notices. All notices required or permitted by this Agreement must be in writing and delivered personally or sent by certified mail, return receipt requested to the respective Party's mailing address set forth below:

If to Sauna Club: Ryan Cohler
1629 Florence
Evanston, IL 60202

If to the City : City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Luke Stowe, City Manager

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Alexandra Ruggie, Corporation Counsel

I. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives ("Effective Date").

J. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. YOU and the City agree that the delivery of an executed copy of this Agreement by email shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

K. Captions. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

L. Plurals; Genders. Whenever used in this Agreement, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

[Signatures on Next Page(s)]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly designated officials or officers, intending it to be effective as of the Effective Date.

City of Evanston

Sauna Club

By: _____
Luke Stowe, City Manager

By: 

Ryan Cohler

Dated: _____

Dated: 12/3/24

EXHIBIT A

The Sauna Club Parking Lot Use

- 1. Location:**
 - 1251 Lake Shore Blvd.
 - Dempster St. Beach Office Parking Lot Driveway (north, along snow fencing)
- 2. Specifications:**
 - Size: 10'W x 20'L (including the trailer tongue)
 - A professionally built, self-contained, and transportable sauna unit that complies with local safety and health regulations.
 - The unit will include built-in heating systems, temperature control, and proper ventilation to ensure user safety.
 - Can be moved upon request
- 3. Operating Hours:**
 - Operating hours: Wednesday - Friday 6am-3pm / Saturday & Sunday 9am-3pm
- 4. Patron Parking Location:**
 - 1 Accessible Parking Spot at Dempster Beach Office
 - All other patrons will park on the street (Lake Shore Blvd or Dempster St.)
 - No parking in the Dempster/Greenwood permitted gravel lots
 - Patrons utilizing metered parking spaces along the Lake Shore Blvd are liable for paying the parking fees.
- 5. Sauna Placement.** The sauna will be placed along the driveway, adjacent to the snow fencing, for the following reasons:
 - To ensure emergency vehicles can access and turn around in the driveway.
 - To maintain a safe distance between the sauna and the building.
 - To keep the lakefront path unobstructed and clear for access to Dempster St. Beach.
 - The parking lot surface in the proposed location is level and typically free of sand buildup due to erosion (blowing sand)
 - The area is currently an approved parking zone for vehicles, as designated by the parking division.

EXHIBIT B

Map and Photos of Proposed Location



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