HUMAN SERVICES COMMITTEE
Monday, February 2, 2015
6:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM

II. APPROVAL OF MEETING MINUTES OF January 5, 2015

Citizen Comments

III. ITEMS FOR CONSIDERATION

(HH 1) Expenditure of Public, Education & Government (PEG) Funds to Evanston/Skokie School District 65 and Evanston Township High School District 202
Staff recommends expending $105,751.56 for equipment purchases for the Education Channels. District 202 requests $60,005.30 and District 65 requests $45,746.26.
For Action

(HH 2) Designation of 1823 Church Street
Staff recommends approval of Resolution 15-R-15 designating 1823 Church Street, Evanston, Illinois, the “Morrison Cultural Center”
For Action

(HH 3) Nine-month Noyes Studio Lease with Actors’ Gymnasium and Maria De Lapaz Gaitan
Staff recommends approval of Resolution 12-R-15 authorizing the City Manager to enter into two (2) new agreements for nine (9) month lease terms for the studio space at the Noyes Cultural Arts Center (NCAC).
For Action

IV. COMMUNICATIONS

(HH 4) Update on Human Services Funding
An update will be provided on the joint meeting of the Human Services Committee, the Mental Health Board and the Housing and Community Development Act Committee held on January 27th, 2015

V. ADJOURNMENT
HUMAN SERVICES COMMITTEE  
Monday, January 5, 2015  
7:30 p.m.  
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Alderman Fiske, Alderman Braithwaite, Alderman Holmes, Alderman Tendam, Alderman Grover, Alderman Burrus

Members Absent: None

Staff Present: Wally Bobkiewicz, Erika Storlie, Aretha Barnes, Dianne Davis, Evonda Thomas-Smith, Commander James Pickett, Henry Ford, Christina Ferraro, and Jessica Wingader

Presiding Member: Alderman Braithwaite

I. CALL TO ORDER / DECLARATION OF QUORUM
Ald. Braithwaite called the meeting to order at 7:50 pm.

II. APPROVAL OF MEETING MINUTES OF December 1, 2014
Ald. Burrus moved approval, Ald. Tendam seconded. A voice vote was taken and the minutes were approved 6-0.

III. ITEMS FOR DISCUSSION
HH 1 Quarterly Tenant Based Rental Assistance Program Update
Staff recommends members of the Human Services Committee accept the report.

Ald. Braithwaite moved to accept; Ald. Holmes seconded. A voice vote was taken and the report was accepted 6-0.

HH 2 Police Complaints Report
Staff recommends members of the Human Services Committee accept the report.

Ald. Holmes moved to accept the report; Ald. Tendam seconded. A voice vote was taken and the report was accepted 6-0.

V. COMMUNICATION
HH 8 Age Friendly Evanston Initiatives Annual Update
Christina Ferraro, Assistant Director of Community Services provided a presentation on Evanston’s age friendly initiatives. Evanston is one of 19 cities working with the World Health Organization to come up with a 3 year action plan to improve quality of life for seniors. The first step is to review eight initiatives that result in high quality of life for seniors. The initiatives include: transportation, outdoor spaces and buildings, community support and health services, communication and information, housing, social participation, respect and social inclusion, and civic participation and employment. Ms. Ferraro reviewed the timeline for surveys and data collection, focus groups, community partners, and next steps. She closed by highlighting initial findings and feedback on the program thus far.

Ald. Braithwaite moved the report to next month’s agenda

**HH 9  Noyes Tenant Association Update**  
Larry Distasi, Noyes Tenant Association Chairperson, provided a presentation on the group’s successes within the past year.

**HH 10 General and Emergency Assistance Update**  
Ald. Braithwaite moved to accept the update.

**HH 12 Animal Control Board Report**  
Ald. Braithwaite moved to accept the report and recommend it to City Council.

Mr. Bobkiewicz stated that the Animal Control Board completed the RFP and requested that the Committee refer to City Council.

Ald. Fiske stated that the Animal Control Board had a schedule for the RFP and that the issue was time sensitive. She moved to accept the RFP and send it to the January 12, 2015 City Council meeting.

Ald. Burrus seconded the motion to accept all communications. A voice vote was taken and all communications were accepted 6-0.

**IV. ITEMS FOR CONSIDERATION**

**HH 3 Status of Public Access Channel 6 and Evanston Community Television**  
*Citizen Comments*  
*Twelve residents spoke in support of ECTV and public access channel 6.*

Staff recommends that the Committee members receive the report on public access television station (Channel 6)/Evanston Community Television (ECTV) and direct the City Manager to negotiate an amended agreement with ECTV for future uses of the studio and equipment located in the City Service Center.

Mr. Bobkiewicz offered introductory comments to correct any incorrect premises raised by citizen comments. He stated that ECTV is a nonprofit organization and therefore not controlled or operated by the City. The City contracted ECTV to broadcast City meetings and prior to 2010, the City supported public access. The City does get two revenue sources through cable bills including a franchise fee and a Public Education Government access fee (PEG). The franchise fee is a general revenue fee that the City used to balance budget. When the City faced $10 million in debt, rather than laying off over 50 employees, the decision was made in 2009 or 2010 to change the funding stream and reduce the amount
of money that was going to ECTV. Mr. Bobkiewicz stated that no funds were hidden, all of the information pertaining to these decisions is available to the public, and that City Council decided how to use the revenue. Over the past few years, ECTV has had difficulty. The organization has been given many opportunities to grow and that growth has not come to fruition. The City offered ECTV use of a service center because the previous space the organization was using cost hundreds per year. The organization has a $1 per year lease with the City because the City believes in the value of public access television and the City recognized that the organization was in crises. The organization had a revolving door of staff and board members and was unable to fulfill contracts with the City and with District 65. Mr. Bobkiewicz cited the financial sheet provided by the organization. The City also invested hundreds of thousands of dollars in franchise and PEG fees. The City invested in equipment for ECTV with Districts 65 and 202. The City isn’t trying to get rid of ECTV; the City has no interest in or ability to do that. However, public access television and the stewardship of public access television is the responsibility of the Council to protect as dictated by the franchise agreements. Mr. Bobkiewicz stated that the current balance sheet is concerning and that the organization may not be viable in the coming years. He requested direction to negotiate an amended agreement with ECTV for the use of studio space and the equipment located there. The goal is to make sure the connectivity between District 65, District 202, the City and the Public Access Channel remains intact so all can benefit. He closed by stating that the City will work with ECTV and would like to preserve public broadcasting, but the organization may not be in a position to continue. If ECTV runs out of money, then public access broadcasting must be preserved. Mr. Bobkiewicz pointed out that the Cable companies are not required to provide services. He is looking for a solution that makes sense and protects the equipment.

Ald. Braithwaite reminded all that there was a recommendation from staff to negotiate the agreement and asked if the issue needed to come back to the Human Services Committee.

Mr. Bobkiewicz replied that if changes were needed then the issue would come back to the Human Services Committee. He stated that he heard many good things from ECTV representatives. His goal would be for the City to provide its own broadcast services and ECTV would be able to refocus its business to become more viable. His hope is that staff can keep open communications with the organization and report regularly on progress.

Ald. Grover asked if District 65 would also be operating its own cable channel.

Mr. Bobkiewicz replied that it would. He went on to state that District 65 had a similar contract with ECTV and that District 65 notified ECTV that the contract would be ending at the end of the last calendar year 2014.

Ald. Grover asked if the contract was terminated because of ECTV’s operations or if it was an internal decision.

Ms. Storlie replied that the contract was terminated due to performance.

Ald. Grover noted that ECTV is an independent organization and while the City has a seat on the board, the City doesn’t determine whether or not the organization stays open. She pointed out that ECTV’s expenses don’t include rent which will help the organization. She further stated that the mission is good, it provides a valuable service, and the people involved are good people. She agrees that the organization needs time to prove viability.
Ald. Fiske stated that the organization is moving in a good direction. She agrees with Ald. Grover, but a year is all the time the City should give. She asked if the meeting was being broadcast and asked about the loss of cable coverage.

Mr. Bobkiewicz explained that the meeting was being broadcast and that the reason the TV wasn’t working was due to difficulties with the computer that operated the cameras. He stated that the problem was being resolved.

Ald. Holmes asked about what would happen after a year. She expressed concern that the community could lose ECTV as a resource. She provided some history around the move to the Service Center and the budget issues the organization faced at the time. She stated that the board should be fundraising. She said that the organization always had good ideas, but those ideas never came to fruition. She believes that the new board is good, but the change needs to be continued. She agreed with the idea of a committee if that could help, but she urged the board to take responsibility. She stated that she gets emails and calls all the time from residents about ECTV, but she isn’t seeing the same shows she saw before and there doesn’t seem to be consistency in programing. As an example, she stated that she was interviewed by ECTV, but it didn’t go anywhere and she hasn’t heard anything since. She doesn’t see the community reflected in the programing. She closed by sending a direct message to the board. She stated that she likes ECTV’s ideas, but there isn’t any follow through. The organization provides a valuable tool, but the City isn’t responsible for supporting ECTV.

Ald. Tendam also expressed concerns about fundraising. He stated that the ideas of teaching and bringing youth and community members into the fold are great, but partnerships don’t raise money. Serious fundraising efforts must be made especially if Dist. 65 isn’t renewing its contract. He would like the organization to present fundraising ideas and he asked the organization to present realistic budget numbers.

Ald. Braithwaite stated that he agrees. He thanked the speakers and stated that people agree that the organization is viable. He requested that the City Manager work with the organizations new Treasurer to prepare a budget and clearly show revenues and collect receivables.

Mr. Bobkiewicz asked if the decision was to keep this issue in Committee

Ald. Braithwaite confirmed.

**HH 4 Harley Clarke Negotiations with IDNR Update**

The City Manager recommend members of the Human Services Committee receive the report, authorize the City Manager to enter into a memorandum of understanding in a form approved by the Corporation Counsel with the Evanston Arts Center providing for permit fee waivers; direct the City Manager to investigate deconstruction of the Harley Clarke Mansion and provide report at the March Human Services Committee meeting.

Alderman Fiske requested an update on the negotiations with IDNR.

Mr. Bobkiewicz read a letter from IDNR stating that the organization was no longer in a position to enter into any agreements regarding the property. The letter further stated that
the new administration would be determining priorities. Mr. Bobkiewicz reviewed the recommended actions. He stated that there are two parts, the first relates to the Evanston Art Center; those items include the extension of the lease, which was approved, the second, which was held in abeyance, was a waiver of City fees that related to the move, and the third was to provide trash and recycling receptacles and to provide $5,000 to assist with moving services. The issue that remained was waiving fees and the Committee requested additional information. He directed the Committee to page 42 of the report which detailed what other city’s do including Niles, Skokie, Wilmette, Lincolnwood, and Glenview. All other cities require permits and do not waive fees for nonprofit organizations. Included in the report are Cook County’s policies which also state that nonprofit organizations are required to pay 100% of the fees associated with moving and no waivers are provided. The Committee also requested information on best practices which was not included in the report. The City Manager apologized for the omission. He asked the Committee to consider the Art Center’s move as a single event because the organization is vacating a City owned building at the City’s request. Mr. Bobkiewicz reiterated that this should not be an event that should set precedence for the way the City would work with nonprofit organizations in future.

Ald. Braithwaite called for public comments.

Ald. Fiske requested discussion around the second item. She asked if staff found any precedence of the City waiving fees.

Mr. Bobkiewicz stated that all of the information found was included in the report. He apologized for the incomplete report.

Ald. Braithwaite requested information on the second component of the action.

Mr. Bobkiewicz stated that the second half focuses on the future of the building. At the time the memorandum was written, the City Manager had not received further communication from IDNR, but IDNR’s position was consistent throughout the negotiations. The building needs significant repairs and City Council has been in discussion for the past three years as to what to do. The City’s most recent position is that the grounds are not for sale, but the building may be for sale. Mr. Bobkiewicz stated that he believes based on IDNR’s response that it will be difficult to find another group that would agree to the City’s terms. Mr. Bobkiewicz urged the Committee to consider other options. A radical option includes deconstruction of the building. If the City is not able to use or sell the building then deconstruction is the last option. Mr. Bobkiewicz stated that he did not have an estimate of the costs, but an estimate could be obtained. He asked the Committee to consider other alternatives as the building would be empty on June 1, 2015. The City Manager closed by requesting direction from the Committee.

Ald. Braithwaite requested that the Committee hold questions until after Citizen Comments.

Citizen Comments
Seven residents spoke about the Harley Clarke mansion and the status of negotiations with IDNR. Overall sentiment was that the City should try to remain in negotiations with the new administration or identify another organization to buy the building and lease the land. Residents urged committee members to solicit advice from other organizations including the Evanston Preservation Commission.
Ald. Grover stated her disappointment over the deal falling through. She remains open to renegotiations and recognizes the three years of deliberation over this building. She further summarized the City's history of looking for a solution including proposals, an RFP, RFQ, surveys and community meetings. She stated that the only certainty is that as of June 1st it won't host Evanston Art Center. Demolition or deconstruction is not eminent and there are lots of ideas, but no one has taken on this project and the resources aren't there. She expressed frustration at the lack of consensus, assistance and resources. She expressed hope that the City could be flexible with IDNR and thought that, with more time, there may be further negotiations. She suggested that this issue move to full council to see if there are other options. She further suggested that the City take the next 6 months to engage residents and interested groups to find other solutions; information is still available online. She suggests that the issue is sent up to full council to see how the community can be engaged with the goal of exploring all possible solutions before deconstruction.

Ald. Fiske suggested that the City continue to negotiate with the new administration and pointed out that the City hasn't had the opportunity to work with the incoming administration. She stated that an ad hoc subcommittee would be very helpful, but admonished the Preservation commission for not working with the City sooner. She welcomed suggestions from all and support from other organizations and further requested input on the RFP. She commented on Ms. Rosinski's experience moving buildings and expressed hope for a buyer. She also pointed out that when the City acquired the building it was for the land and the beach. She remains opposed to selling land. She asked that all involved rethink the use of the property, the building and beach, and the lighthouse. She closed by stating that she agrees with Ald. Grover and all community ideas are welcome.

Ald. Holmes reiterated that there has been three years of community input and the responses are all reactionary. The RFP only generated one response, but that there are other organizations with financial resources including Northwestern University. She wondered if the City was willing to see if Northwestern would be interested in purchasing the building. She closed by stating that selling the building to a party interested in keeping it in Evanston would be ideal.

Ald. Fiske requested information on the cost of moving the building; she also stated that she requested information on the cost to deconstruct months ago.

Ald. Holmes pointed out that moving the building would be different than deconstructing it.

Ald. Fiske agreed, but pointed out that the Committee may want information for all options.

Ald. Holmes stated that she appreciates the conversation and asked about contacting the Rauner administration to reopen negotiations.

Ald. Tendam stated that he didn’t have a lot of confidence in new administration and would like to give local groups like the Preservation Commission another chance to share ideas. He expressed interest in continuing conversations with the speakers and reiterated the hope that a use for the building could be found. He mentioned associations with Park Districts and facilities utilized by residents and suggested organizing a task force that can review this issue and get feedback from diverse groups throughout the City. He urged all to consider this topic with a fresh perspective.
Ald. Burrus expressed a dissenting opinion from Ald. Tendam given her long history with the issue. She stated that if people weren’t aware of this issue then they weren’t paying attention. She pointed out that there is no philanthropic funding available and no nonprofit can afford the $6 million fees associated with getting the building up to code or the up to $20 million to customize the space. She stated that groups like Parks for People and Preservation Society haven’t participated in previous conversations, come up with proactive ideas, or have ideas for funding. She further stated that the City couldn’t expect an entity to take an ownership stake in the building with no ownership rights to the land. She agrees with Ald. Fiske that the City is in a stalemate. The City won’t sell the land, residents don’t want to tear down the building, the City doesn’t want a for-profit use for the building, but that would be the only entity with the money to repair it, the City can’t find a nonprofit to occupy unless the City can pay for renovations. She stated that it would be embarrassing for the City to have the building boarded up. She called for a referendum to residents.

Ald. Grover moved to send the issue to City Council on Monday, January 12, 2015 for consideration; Ald. Tendam seconded. A voice vote was taken and the motion passed 6-0.

Ald. Braithwaite pointed out that the two items before the Committee included the fees and directing the City manager and staff to collect more information.

Mr. Bobkiewicz suggested that the cost gathering could be an item for City Council to determine whether it would be for deconstruction or demolition. He asked the Committee for a recommendation for fees whether it was zero or some other amount that recognizes that the organization is being asked to leave by the City and not on their terms. Mr. Bobkiewicz suggested $2,500.00 or roughly half of the costs incurred.

Ald. Fiske amended her motion to include the $2,500.00 amount; Ald. Burrus seconded.

Ald. Braithwaite reintroduced the motion to move the discussion to City Council. A voice vote was taken and the motion passed 6-0.

Ald. Braithwaite outlined the second part of the motion, the fees.

Ald. Holmes asked for a justification of the amount.

Mr. Bobkiewicz replied that it was because the City ended the lease.

Ald. Braithwaite confirmed the motion and that it was seconded by Ald. Burrus.

A voice vote was taken and the motion passed 5-1 with Ald. Holmes voting against.

**HH 5  Lease Updates for Noyes Tenants Association**
Staff recommends that members of the Human Services Committee recommend City Council approval of Resolution 1-R-15 authorizing the City Manager to adjust tenant lease conditions at the Noyes Cultural Arts Center (NCAC) as of January 1, 2015.
Ald. Holmes moved to accept; Ald. Fiske seconded. The Committee voted unanimously 6-0 to recommend Resolution 1-R-15 to City Council.

HH 6 Lease Update for Noyes Cultural Arts Center Tenants
Staff recommends that members of the Human Services Committee recommend City Council approval of Resolution 2-R-15 authorizing the City Manager to enter into twenty (20) renewal agreements for twelve (12) month lease term for the artist leases for spaces at the Noyes Cultural Arts Center (NCAC).

Ald. Fiske moved approval; Ald. Holmes seconded. The Committee voted unanimously 6-0 to recommend Resolution 2-R-15 to City Council.

HH 7 Five-month Noyes Studio Lease with Evanston Art Center
Staff recommend that members of the Human Services Committee recommend City Council approval of Resolution 3-R-15 authorizing the City Manager to enter into an agreement for five-month lease term for the Evanston Arts Center to lease spaces at the Noyes Cultural Arts Center.

Ald. Tendam moved to accept, Ald. Fiske seconded. The Committee voted unanimously 6-0 to recommend Resolution 3-R-15 to City Council.

HH 11 Human Services Funding Summit Update
Ald. Braithwaite stated that the next joint meeting between Human Services Committee, Mental Health Board and Housing and Community Development Act Committee would take place on Tuesday, January 27, 2015.

VI. ADJOURNMENT


Respectfully Submitted,

Jessica Wingader
Administrative Secretary
Memorandum

To: Members of the Human Services Committee

From: Erika Storlie, Deputy City Manager

Subject: Expenditure of Public, Education & Government (PEG) Funds to Evanston/Skokie School District 65 and Evanston Township High School District 202 for equipment purchases used to support PEG channels

Date: January 30, 2105

Recommended Action
Staff recommends expending $105,751.56 for equipment purchases for the Education Channel for fiscal year 2014. District 202 requests $60,005.30 and District 65 requests $45,746.26.

Funding Source
Account 1510.64004 – PEG Fund Distribution; $130,000 budgeted in 2014

Summary
Under state law, a current portion of Comcast and AT&T franchise fees are dedicated to the Evanston PEG Channels (Channel 6, 16, 18 & 19) to be used strictly for broadcast and production equipment.

Representatives from the organizations met to review equipment purchases and discuss allocating the PEG Funds. There was group consensus that that the money should be distributed in the above fashion.

Background
In Fiscal Year 2013 the budgeted amount was $100,000. School District 65 received $6,500; District 202 received $30,000 and ECTV (Evanston Community Television) received $70,000. In 2014, both districts invested heavily in equipment to modernize their facilities, accounting for the increase over last year. They were the priority investments based on equipment age and failure capability.

2015 expenditures will likely focus more on equipment purchases for channels 6 & 16.
Attachments:
D202 Invoice for Expenditures
D65 Invoice for Expenditures
## Sold To

**Evanston Township High School**  
William Jenkins  
1600 Dodge Avenue  
Evanston, IL 60201

**Phone** (847) 424-7360  
**Fax**

## Ship To

**Evanston Township High School**  
William Jenkins  
1600 Dodge Avenue  
Evanston, IL 60201

**Phone** (847) 424-7360  
**Fax**

### Salesperson

ISS Sales Team

### P.O. Number

**1SO-HXRNX5U**  
Sony HXR-NX5U Professional, HD Camcorder w/SDI Connection

**1LI-LX10STUDIO**  
Professional 2-Stage Tripod System w/Dolly, Dual Handles and Fluid Head

**1LI-ZFC5HD**  
Variable Speed Zoom, Focus, Power and Recording, Tripod Remote Control

**1PR-FLEX17**  
Complete, On-Camera Teleprompter Pkg. (Includes Software, Monitor and Mounts)

**1PR-REMKEY**  
Wireless USB Remote for Flip-Q Software (PC and MAC)

**1CO-COMSTARXT5**  
COMSTAR-XT5 Wireless Intercom System w/5 Headsets

**1DE-WFORM7SDI**  
On Camera, 7" LED Monitor, w/Waveform, Vector Scope and 3G-SDI I/O

**1ME-TLC4S**  
6 Output, Program/Preview, Tally Light Controller for TriCaster

**1ME-TL2H**  
On Camera, Hot Shoe Mount, Tally Light

**1FL-FIL220AWD**  
4 x 55W (1000W Equivalent) Fluorescent Video Light w/Wireless Dimming

**1MAT-B429742**  
2' to 4' Telescoping Light Hanger w/Pipe Clamp

**1ISS-CABLE**  
Custom Length, Belden 1694 HDSDI Cable w/BNC Connectors (25')

**1ISS-CABLE**  
Custom Length, Belden 1694 HDSDI Cable w/BNC Connectors (50')

**Quote Valid For 30 Days, Unless Otherwise Noted - Prices Subject to Change - Training Must Occur Within 6 Months of Purchase - Prices Based Upon Total Purchase - All Delivery, Training or Consulting Services to Be Billed at Published Rates for Each Activity Involved - Generally All Hardware Computer Components Proposed Above Are Covered by a Limited One Year Warranty, Covering Parts and Labour for Hardware Only and On a Depot Basis - We Specifically Disclaim Any and All Warranties, Express or Implied, Including But Not Limited to Any IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. We Shall Not Be Liable for Any Loss of Profits, Business, Goodwill, Data, Interruption of Business, Nor for INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% Restocking Fee with Original Packaging. **Tax Exemption Requires Proper Documentation**
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SubTotal: $40,934.11  
Tax: $0.00  
Shipping: $575.00  
Total: $41,509.11  
Deposit Required: $20,754.56

QUOTE VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED - PRICES SUBJECT TO CHANGE - TRAINING MUST OCCUR WITHIN 6 MONTHS OF PURCHASE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. **TAX EXEMPTION REQUIRES PROPER DOCUMENTATION**
**Sold To**

Evanston Township High School  
William Jenkins  
1600 Dodge Avenue  
Evanston, IL 60201

**Ship To**

Evanston Township High School  
William Jenkins  
1600 Dodge Avenue  
Evanston, IL 60201

**Phone** (847) 424-7360  
**Fax**

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**Shipping** $165.00  
**Total** $15,744.00

**Deposit Required** $7,872.00

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QUOTE VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED - PRICES SUBJECT TO CHANGE - TRAINING MUST OCCUR WITHIN 6 MONTHS OF PURCHASE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS.  WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT.  MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.  **TAX EXEMPTION REQUIRES PROPER DOCUMENTATION**
Willam Jenkins
EVANSTON TOWNSHIP HIGH SCHOOL
March 18, 2014

**PTZ CAMERA CONTROL SOFTWARE & PERIPHERALS**

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<td>CTRL+R SOFTWARE (PTZ Camera Control)</td>
<td>1</td>
</tr>
<tr>
<td>PAN TILT HEAD</td>
<td>RUSHWORKS PT-MINI (payload up to six pounds) for LANC cameras</td>
<td>2</td>
</tr>
<tr>
<td>MUX</td>
<td>4 CHANNELS DC POWER + RS-422 SERIAL OVER CAT5</td>
<td>1</td>
</tr>
</tbody>
</table>

The CTRL R software runs on Windows 7 or Windows 8 operating systems.

**CUSTOMER SUPPORT**

- Annual System Assurance Plan (ASAP) first year included renewable yearly $220
- 24/7 Email • Phone • Workstation Access • Software Version Upgrades & Enhancements

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>2,752</td>
</tr>
<tr>
<td>Installation &amp; Training</td>
<td>0</td>
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<tr>
<td>Sales Tax</td>
<td></td>
</tr>
<tr>
<td>*Shipping &amp; Handling</td>
<td></td>
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<tr>
<td>Travel Expenses</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,752</strong></td>
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</tbody>
</table>

*UPS Ground

This Proposal is valid for 30 days.
The following is a list of equipment purchased by District 65 for the Broadcast and operation of Channel 19...

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MacBook Pro</td>
<td>$2,459.00</td>
</tr>
<tr>
<td>AppleCare</td>
<td>$349.00</td>
</tr>
<tr>
<td>Final Cut Pro v 10.1.2</td>
<td>$318.74</td>
</tr>
<tr>
<td>Motion</td>
<td>$49.99</td>
</tr>
<tr>
<td>Adobe After Effects CS6</td>
<td>$480.54</td>
</tr>
<tr>
<td>Sony NX5U Pro Camcorder</td>
<td>$3799.00</td>
</tr>
<tr>
<td>4-Input Switcher</td>
<td>$19,495.00</td>
</tr>
<tr>
<td>Broadcast Scheduler</td>
<td>$6,250.00</td>
</tr>
<tr>
<td>4K Video Hub</td>
<td>$1,325.05</td>
</tr>
<tr>
<td>Adapter for PTZ Cameras</td>
<td>$159.95</td>
</tr>
<tr>
<td>Custom Equipment Cables</td>
<td>$200.00</td>
</tr>
<tr>
<td>Setup and Integration</td>
<td>$250.00</td>
</tr>
<tr>
<td>Training and Workflow</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>Customization (TriCaster and Livestream) 5-Input, Desktop, HD Video Production Switcher</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>SKB Cases 4U Rolling Rack Case</td>
<td>$199.99</td>
</tr>
<tr>
<td>(Shipping &amp; Handling)</td>
<td>$265.00</td>
</tr>
</tbody>
</table>

*Items soon to be purchased...*

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ProSonus 32 Channel Mixer</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>(2) 16 Channel XLR Patch Bays</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
## Salesperson
ISS Sales Team

<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1TC-460E</td>
<td>4-Input, Rackmount, Production Switcher w/Control Surface</td>
<td>$19,495.00</td>
<td>$19,495.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>1CH-HDBB</td>
<td>Community TV Bulletin Board System w/Scheduler, HDSDI I/O, and 3D GFX</td>
<td>$6,250.00</td>
<td>$6,250.00</td>
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<tr>
<td>3</td>
<td>1</td>
<td>1BM-VHUBSMART6G1212</td>
<td>12 x 12, 6G-SDI, 4K Video Hub</td>
<td>$1,325.05</td>
<td>$1,325.05</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>1RO-EASYPTZ</td>
<td>VISCA to USB Adapter for PTZ Cameras</td>
<td>$159.95</td>
<td>$159.95</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>1ISS-CABLEPACK</td>
<td>Custom Equipment Cables Needed for Installation</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>1ISS-INT</td>
<td>Professional Equipment Set Up and Integration</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>1ISS-TRAIN</td>
<td>Professional On Site Training and Workflow Customization (TriCaster and Livestream)</td>
<td>$1,995.00</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>1LS-HD51</td>
<td>5-Input, Desktop, HD Video Production Switcher w/HDMI Ports and Rackmountable (Dealer)</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>1SK-R4W</td>
<td>SKB Cases 4U Rolling Rack Case w/TSA Latches</td>
<td>$199.99</td>
<td>$199.99</td>
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</tbody>
</table>

SubTotal: $35,874.99
Tax: $0.00
Shipping: $265.00

Total: $36,139.99
Deposit Required: $18,070.00

*[Quote valid for 30 days, unless otherwise noted. Prices subject to change. Training must occur within 6 months of purchase. Prices based upon total purchase. All delivery, training or consulting services to be billed at published rates for each activity involved. Generally, all hardware computer components proposed above are covered by a limited one-year warranty. Covering parts and labor for hardware only and on a shop basis. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement, minimum 12% restocking fee with original.]
Apple Store

Order Number: W277188786 | Ordered on Jul 24, 2014

Thank you for your order.
We'll let you know when your items are on their way.

Items to be Shipped

Shipment 1
Available to ship: Within 24 hours
Delivers: Jul 28 by Standard Shipping

Refurbished 15.4-inch MacBook Pro 2.8GHz
Quad-core Intel i7 with Retina Display

Shipping Address
Alex Harvey
847343-2651
Evanston/Skokie School District 65
1500 McDaniels Ave
Evanston IL 60201-3976

Shipping Notifications
harveya@district65.net
847343-2165

Payment

Billing Contact
Bonnie Kent
8478598080
harveya@district65.net

Billing Address
1500 McDaniels Ave
Evanston IL 60201
United States

Subtotal $2,459.00
Free Shipping $0.00
Estimated Tax $153.69
Apple Inc.

DUPPLICATE
INVOICE RECEIPT

Page 1 Customer Number 900081 Invoice Number 4292911000
Reference Date 08/25/14 Amount Due .00

Sold To:
Alex Harvey
1500 McDaniel Ave
EVANSTON IL 60201-3976
USA

Ship To:
Alex Harvey
1500 McDaniel Ave
EVANSTON IL 60201-3976
USA

Customer Number 900081 Customer P.O. Number 271455015445
Sales Order Number 2517122533 Invoice Number 4292911000 Invoice Date 08/25/14
Terms Credit Card

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Number</th>
<th>Product Description</th>
<th>Total Ordered</th>
<th>Total Shipped</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>S3148LL/A</td>
<td>APP FOR MACBOOK PRO - CCIND-U</td>
<td>1</td>
<td>1</td>
<td>349.00</td>
<td>349.00</td>
</tr>
</tbody>
</table>

Buyer Information:
Bonnie Kent
1500 McDaniel Ave
EVANSTON IL 60201-3976
USA
Web Order Number: 271455015445

Your MasterCard xxxx8963 has been charged
For a total of

$349.00

DO NOT PAY

Questions? Call (800) 275-2273 Mon-Fri, 8:00 am - 8:00 pm CT

For Finished Goods Invoices Call: *Developer 800-793-9378 *Higher Education 800-800-3775 *Internal 800-793-9378 *K-12 800-800-3775 *Reseller 800-793-9378 *Apple Loan 800-APPLE-LN
For Service Invoices Call: 800-939-2775 For Apple Store: *Higher Education Customer *K-12 Customer *Customer Phone/Internet 800-793-1000

Salesperson Contact Entry Date Ship Date Routing Waybill Number
900081 ZS 08/25/14 08/25/14 Best Way

After Remitting Payment Retain This Portion Of Invoice For Your Records.
Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Subtotal 349.00
Tax 0.00
Shipping Charges
TOTAL USD 349.00
Order Status

Dear EVANSTON SKOKIE SCHOOL DIST.65,

Thank you for your order. Below is a confirmation of the recent order you placed with us.

Order Number: 491761820
Billing Address: EVANSTON SKOKIE SCHOOL DIST.65
1500 MCDANIEL AVE
EVANSTON, IL 60201
847948440
Shipping Address: Same As Billing Address
Shipping Method: 1 DAY DELIVERY

Note: Signature may be required upon delivery

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Item Description</th>
<th>Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOHXRNXSU</td>
<td>1.00</td>
<td>HXR-NXSU NXCAM Professional Camcorder</td>
<td>3799.00</td>
<td>3799.00</td>
</tr>
</tbody>
</table>

Subtotal: 3799.00
Shipping Charges: 43.90
Taxes: 0.00
Total: 3842.90

Payment Type | Amount
-------------|--------
MASTER CARD  | 3000.00
MASTER CARD  | 842.90

In most instances we begin processing your order shortly after you submit your order. Please review the information and verify that everything is correct. If any modifications or deletions are necessary you MUST contact us via PHONE ONLY, at 800-221-5743 or 212-239-7765. Please refer to your order number when calling us. Orders CANNOT be changed, cancelled or updated based on E-mail requests.

All orders are subject to verification.

We hope you enjoy your new purchase and look forward to serving you again.

To Track Your Order:

Online
Please go to http://www.bhphotovideo.com/orderhistory

Phone
Call our automated Order Tracking Line at 1-800-221-5743 or 212-239-7765

Thank you
B&H Customer Service
PreSonus RM32AI RM StudioLive Rack 32 Channel Mixer

$2,000 online

Online stores shipping to Evanston, IL

<table>
<thead>
<tr>
<th>Sellers</th>
<th>Seller Rating</th>
<th>Details</th>
<th>Base Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sonic Sense Pro Audio</td>
<td>(243)</td>
<td>Free shipping, No tax</td>
<td>$1,999.95</td>
<td>$1,999.95</td>
</tr>
<tr>
<td>AVAlive</td>
<td>5 ratings</td>
<td>Free shipping, No tax</td>
<td>$1,999.55</td>
<td>$1,999.55</td>
</tr>
<tr>
<td>Markertek Trusted Store</td>
<td>(1,870)</td>
<td>Free shipping, No tax</td>
<td>$1,999.00</td>
<td>$1,999.00</td>
</tr>
<tr>
<td>Front End Audio</td>
<td>2 ratings</td>
<td>Free shipping, No tax</td>
<td>$1,999.95</td>
<td>$1,999.95</td>
</tr>
<tr>
<td>TruthSeeker GearTechs</td>
<td>No rating</td>
<td>Free shipping, No tax</td>
<td>$1,999.95</td>
<td>$1,999.95</td>
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<tr>
<td>Odyssey Pro Sound</td>
<td>No rating</td>
<td>Free shipping, No tax</td>
<td>$1,999.95</td>
<td>$1,999.95</td>
</tr>
</tbody>
</table>

Sponsored

Reviews

No reviews - be the first to write a review.

Write a review

Details

Brand
PreSonus

Part Number
RM32AI
Memorandum

To: Members of the Human Services Committee

From: Joe McRae, Director of Parks, Recreation and Community Services
Christina Ferraro, Assistant Director of Community Services

Subject: Approval of Resolution 15-R-15 designating 1823 Church Street, Evanston, Illinois, the “Morrison Cultural Center”

Date: February 2, 2015

Recommended Action:
Staff recommends approval of Resolution 15-R-15.

Funding Source:
N/A

Summary:
The City of Evanston purchased the property located at 1823 Church Street, formerly known as the BooCoo Cultural Center, in January 2015. Resolution 15-R-15 would designate this property the “Morrison Cultural Center” named for Dr. William H. “Doc” Morrison. Dr. Morrison established the “Morrison’s Pharmacy” at 1823 Church Street in 1931 after moving to Evanston with his wife Edna Taylor Morrison. He operated the drug store for 50 years and was an active member of the Evanston community.

Attachments:
Resolution 15-R-15
15-R-15

A RESOLUTION

Designating 1823 Church Street, Evanston, Illinois the “Morrison Cultural Center”

WHEREAS, Dr. William H. Morrison, was a long-time Evanston resident and owner and local pharmacist of Morrison's Pharmacy at 1825 Church Street for more than 50 years; and

WHEREAS, during his lifetime he has had a continuous, positive presence in Evanston and has left an indelible mark of leadership, foresight, and service thereon; and

WHEREAS, the City wishes to proclaim and acknowledge the contributions of Dr. William H. Morrison,

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

SECTION 1: That appreciation is hereby expressed to Dr. William H. Morrison, for his service to the community of the City of Evanston, by designating 1823 Church Street, Evanston, Illinois, the “Morrison Cultural Center.”

SECTION 2: That this Resolution 15-R-15 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

_______________________________
Elizabeth B. Tisdahl, Mayor

_______________________________
Rodney Greene, City Clerk

Adopted: _________________, 2015
Memorandum

To: Honorable Mayor and Members of the Human Services Committee

From: Joe McRae, Director of Parks, Recreation and Community Services
Christina Ferraro, Assistant Director of Community Services

Subject: Approval of Resolution 12-R-15

Date: February 2, 2015

Recommended Action:
Recommend Human Services Committee approval of Resolution 12-R-15 authorizing the City Manager to enter into two (2) new agreements for nine (9) month lease terms for the studio space at the Noyes Cultural Arts Center (NCAC).

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit 3710.

Summary:
The studio leases are for a nine (9) month term (03/01/2015-12/31/2015).

<table>
<thead>
<tr>
<th>Resident Artist</th>
<th>Discipline</th>
<th>Studio</th>
<th>2015 monthly rate</th>
<th>Community Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actors Gymnasium</td>
<td>Circus and performing arts</td>
<td>108</td>
<td>$ 1281.00</td>
<td>$ 1,729.35</td>
</tr>
<tr>
<td>Maria DeLaPaz Gaitan</td>
<td>Painting, drawing, digital design</td>
<td>109</td>
<td>$ 287.25</td>
<td>$387.75</td>
</tr>
</tbody>
</table>

The Noyes Tenants Association (NTA) reviewed the five (5) applications that were received for the two (2) available studios and recommended the two (2) indicated above; City staff concurs with the NTA recommendation. These two (2) studios are vacant due to Next Theatre moving out of Room 108 and Art Encounter moving out of Room 109 and into Room 104 last year.

In the past, the Actors Gym would sublease from other tenants in NCAC to host their classes as they were in need of more space. With Actors Gym in Room 108, they will no longer have to sublease and will be able to expand their program. They are occupying less space than the maximum allowed within the lease agreement.

Maria DeLaPaz Gaitan is a new tenant and Evanston resident. She will add diversity to the NCAC.
Rooms 219 and 222 are now vacant. The application process will begin and potential tenants will be presented at the City Council May 2015 meeting. The theatre is also vacant at NCAC; a potential tenant will be sought for September 2015 – May 2016 and will be presented at the City Council meeting in the spring or summer of 2015.

Attached materials for review and recommendation:

- Resolution 12-R-15
- Copy of Studio Master Lease
- Exhibit B fee chart

------------------------------------------------------------------
1/22/2014

12-R-15

A RESOLUTION

Authorizing the City Manager to Enter into Nine Month Lease Agreements for Studio Spaces at the Noyes Cultural Arts Center

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COUNTY OF COOK, STATE OF 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 of Evanston, two (2) studio leases by and between the City and resident artists of the Noyes Cultural Arts Center. The leases shall be in substantial conformity with the leases marked as Exhibit A (Nine Month Master Studio Lease) attached hereto and incorporated herein by reference.

SECTION 2: That 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 3: That this Resolution 12-R-15 shall be in full force and effect from and after its passage and approval in the manner provided by law.

__________________________________________
Elizabeth B. Tisdahl, Mayor

Attest:

___________________________
Rodney Greene, City Clerk

Adopted: __________________, 2015
EXHIBIT A

NINE MONTH MASTER STUDIO LEASE
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

[TENANT], TENANT
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
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</thead>
<tbody>
<tr>
<td>SECTION 1.</td>
<td>DESCRIPTION OF PREMISES</td>
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</tr>
<tr>
<td>SECTION 2.</td>
<td>TERM</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 3.</td>
<td>RENT</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 4.</td>
<td>COMMON FACILITIES</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 5.</td>
<td>USE OF PREMISES</td>
<td>5</td>
</tr>
<tr>
<td>SECTION 6.</td>
<td>SIGNS</td>
<td>8</td>
</tr>
<tr>
<td>SECTION 7.</td>
<td>DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS</td>
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</tr>
<tr>
<td>SECTION 8.</td>
<td>CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT</td>
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<tr>
<td>SECTION 9.</td>
<td>REPAIRS AND MAINTENANCE</td>
<td>9</td>
</tr>
<tr>
<td>SECTION 10.</td>
<td>UTILITIES</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 11.</td>
<td>TAXES</td>
<td>10</td>
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<tr>
<td>SECTION 12.</td>
<td>INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 13.</td>
<td>SUBLETTING; ASSIGNMENT</td>
<td>11</td>
</tr>
<tr>
<td>SECTION 14.</td>
<td>SURRENDER OF PREMISES; HOLDING OVER</td>
<td>11</td>
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<tr>
<td>SECTION 15.</td>
<td>INDEMNIFICATION AND LIENS</td>
<td>12</td>
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<tr>
<td>SECTION 16.</td>
<td>LANDLORD’S RIGHT OF INSPECTION AND REPAIRS</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 17.</td>
<td>DEFAULT AND REMEDIES</td>
<td>13</td>
</tr>
<tr>
<td>SECTION 18.</td>
<td>TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION</td>
<td>15</td>
</tr>
<tr>
<td>SECTION 19.</td>
<td>REMOVAL OF OTHER LIENS</td>
<td>15</td>
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<tr>
<td>SECTION 20.</td>
<td>REMEDIES NOT EXCLUSIVE</td>
<td>16</td>
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<tr>
<td>SECTION 21.</td>
<td>EXPENSES OF ENFORCEMENT</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 22.</td>
<td>EMINENT DOMAIN</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 23.</td>
<td>GOVERNMENTAL INTERFERENCE WITH POSSESSION</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 24.</td>
<td>PEACEFUL ENJOYMENT</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 25.</td>
<td>EFFECT OF WAIVER OF BREACH OF COVENANTS</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 26.</td>
<td>AMENDMENTS TO BE IN WRITING</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 27.</td>
<td>PARTIES BOUND</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 28.</td>
<td>NOTICES</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 29.</td>
<td>MISCELLANEOUS</td>
<td>18</td>
</tr>
<tr>
<td>SECTION 30.</td>
<td>VENUE AND JURISDICTION</td>
<td>19</td>
</tr>
<tr>
<td>SECTION 31.</td>
<td>FORCE MAJEURE</td>
<td>19</td>
</tr>
</tbody>
</table>
This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and [TENANT], [TENANT DESCRIPTION] (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants spaces [LEASED SPACES], located on the [LEASED SPACE LOCATION] floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the non-exclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for nine months, March 1, 2015 – December 31, 2015 (the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of March 1st – December 31st (nine months), the Rent rate is $[RENT RATE] per month, for total Rent of $[TOTAL RENT] for the nine months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

C. Any and all Rent PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201
D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant (“NCAC Property Fees”). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenants acknowledge that they have leased the Premises for many years and receive the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;
3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3[E]) at the Tenant’s request.

4. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4[A]), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant's personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. All such damage must be reported in writing to the Director of Parks,
Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a [TENANT SPECIFIC USE OF PREMISES], and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such
repairs, alterations, improvements or additions to the Premises or the NCAC, as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant's request or if the repairs are necessitated by a Tenant's actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenants' property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises
without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-
approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

Tenants may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenants. Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 7. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants’ property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the usable space shall be reasonably determined by the Landlord based on square footage.

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises, Tenants will continue to use them for the operation of its business to the extent practicable.
B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES:
Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be affected by written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD:
If the Premises are damaged by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the Property. Repairs will include any improvements made by Landlord or by Tenants with Landlord’s consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS:
If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent will be payable while the Premises is wholly unoccupied pending the repair of casualty damage.

E. FIRE AND CASUALTY.
If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

SECTION 9. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenants’ own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.
Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 10. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 12. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to
be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

F. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

G. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

H. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenants that
such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenants shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenants. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant wills, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursues an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.

D. INDEMNIFICATION OF TENANTS. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of
examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenants will not interfere with the same.

SECTION 17. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events shall be deemed to be an event of default hereunder by Tenants subject to Tenants’ right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place when and where due and does not cure such failure within five (5) business days after Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and shall not cure, any such failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy; or

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants’ right to cure:

1. Terminate this Lease, in which event Tenants shall immediately surrender the Premises to Landlord, but if Tenants fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenants’ right of possession, as aforesaid, whether this Agreement be terminated or not, Tenants agree to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenants or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenants and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenants. Tenants agree to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.
2. Landlord may recover from Tenants upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenants’ obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenants. The Landlord may terminate this Agreement if the Tenants remain in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenants, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT TENANTS’ COST: If in Landlord’s judgment any default by Tenants will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenants.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.
SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By May 1, 2015, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with 14 (fourteen) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $[MINIMUM COMMUNITY ENGAGEMENT AMOUNT] for the period between March 1, 2015 through December 31, 2015 (“Minimum Community Engagement”). Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2015 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the nine month’s rent outlined Section 3[A] ($[INSERT 15% OF 9 MONTHS RENT]) less the value of the Community Engagement provided during the calendar year.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two (2) immediately preceding years).
SECTION 20. REMEDIES NOT EXCLUSIVE

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants' right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 21. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord’s fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants’ costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants’ fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 22. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.
D. RIGHT TO CONDEMNATION AWARD: Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 24. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

SECTION 26. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

SECTION 27. PARTIES BOUND

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.

SECTION 28. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):
If to the City: with a copy to:

City Manager Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
Evanston, IL 60201 Evanston, IL 60201
Fax: 847-448-8083 Fax: 847-448-8093

If to Tenants:

[TENANT]
927 Noyes Street
Evanston, IL 60201

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 29. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.
SECTION 30. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 31. FORCE MAJEURE

Other than for Landlord's and Tenant's obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party's control. For purposes of this Section 31, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON, an Illinois home rule municipal corporation

By: _________________________________  Date: _____________________

Its: City Manager, Wally Bobkiewicz

Tenant:

[TENANT], [TENANT DESCRIPTION]

By: _________________________________

Its: _________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THENCE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS' ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR'S DIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR'S DIVISION, AFORESAID): THENCE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR'S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
EXHIBIT B

NOYES CULTURAL ARTS CENTER PROPERTY FEES SCHEDULE
<table>
<thead>
<tr>
<th>FY 2015</th>
<th>FEE</th>
<th>DESCRIPTION</th>
<th>NOTES</th>
</tr>
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<tbody>
<tr>
<td>AIR CONDITIONERS &amp; AIR HANDLING UNITS</td>
<td>$93.73</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
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<td>$125.66</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<td>$156.56</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<td>$186.43</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<td>KEYS</td>
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<td>First two (2) keys to all Leased spaces with a Lessor installed lock are free.</td>
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<td>KILNS</td>
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<td>Monthly fee for tabletop models</td>
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<td></td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
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</tr>
<tr>
<td>NOYES GALLERIES</td>
<td>TBA</td>
<td>Monthly fee for tabletop models</td>
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<td></td>
<td>TBA</td>
<td>Monthly fee for floor models</td>
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<td>PARKING - LOT #51</td>
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<td>$5.00</td>
<td>Daily fee for each permit</td>
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<td>SERVICE (UTILITY) FEE</td>
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<td>Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
<td>Same rate if Theatre is used</td>
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<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for performances relative to lease</td>
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<td>$20.00</td>
<td>Tenant rate/hourly for all other arts activities relative to lease</td>
<td>Same rate if Theatre is used</td>
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<td>$40.00</td>
<td>Tenant rate/hourly for reception relative to Lessee’s approved activities.</td>
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<td>$42.00</td>
<td>Non-Tenant Evanston Non-for-Profit or Individual rate/hourly for arts related events</td>
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<td>$52.00</td>
<td>Non-Tenant Non-for-Profit or Individual rate/hourly for arts related events</td>
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**OBSERVED HOLIDAYS 2015**

- New Year's Day, Wednesday, January 1, 2015
- Dr. Martin Luther King, Jr.'s Birthday, Monday, January 19, 2015
- Memorial Day, Monday, May 25, 2015
- Day Before Fourth of July, Friday, July 3, 2015
- Fourth of July, Saturday, July 4, 2015
- Thanksgiving Day, Thursday, November 26, 2015
- Day After Thanksgiving, Friday, November 27, 2015
- Christmas Eve, Thursday, December 24, 2015
- Christmas Day, Friday, December 25, 2015

LESSEE: __________________ DATE:___________