AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM

II. APPROVAL OF MEETING MINUTES OF JUNE 2, 2014

Citizen Comments

III. ITEMS FOR DISCUSSION
HH1 Harley Clarke Update
HH2 Human Services Funding
HH3 City of Evanston/EPL Memorandum of Understanding

V. ITEMS FOR CONSIDERATION
HH4 Human Rights Ordinance
HH5 Lease Renewal for Art Encounter
HH6 Lease Renewal for Actor’s Gymnasium
HH7 Lease Renewal for Piven Theater
HH8 Authorization to Collect Debt for Next Theater/Promissory Note
HH9 Lease Agreement for Next Theater
HH10 2014 Emergency Solutions Grant Allocation
HH11 IHDA Abandoned Property Grant

VI. COMMUNICATION
HH12 General Assistance Report
HH13 Marijuana Arrests/Tickets
HH 14 Quarterly TBRA Update

VII. ADJOURNMENT
HUMAN SERVICES COMMITTEE  
Monday, June 2, 2014  
7:30 p.m.  
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present:  Alderman Fiske, Alderman Grover, Alderman Holmes, Alderman Tendam  
Members Absent:   Alderman Braithwaite, Alderman Burrus  
Staff Present:  Commander Diane Davis, Henry Ford, Joseph McRae, Melissa Parker, Marty Lyons Erika Storlie, Jessica Wingader  
Presiding Member:  Alderman Holmes

AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM  
With a quorum present, Madam Chair Holmes called the meeting to order at 7:35 pm.

II. APPROVAL OF MEETING MINUTES OF MAY 5, 2014  
Alderman Grover moved approval. Alderman Tendam seconded. A voice vote was taken to approve the May 5, 2014 minutes and it was approved 4-0.

III. ITEMS FOR DISCUSSION  
Controlled Substances  
Citizen Comments  
Marko Pavisic – Thanked the committee and stated that the City of Evanston has already taken significant steps towards better substance control policies with the approval 10 gram decriminalization. Since the implication of this ordinance 40 fewer people are incarcerated each year. Progressive policies don’t condone drug use but recognize that incarceration is not an effective solution. Other effective solutions include naloxone programs, needle exchanges, subsidized methadone, require pharmacies to dispose of biohazard waste, Evanston police and fire departments can provide retractable syringes with 1cc of naloxone to prevent overdose deaths. I learned about these solutions as a volunteer for the Chicago Recovery Alliance, HIV and Overdose Prevention Program. Additionally, when people are provided with opportunities to make positive changes, they often do so. At minimum the city should remove the incarceration penalty and paraphernalia ordinance entirely so that individuals can take positive steps to improving lives and improving community. Thank you.

HH1 Controlled Substances  
Alderman Holmes thanked Mr. Pavisic for his comments.

Alderman Fiske referred back to committee and requested comments from Evonda Thomas-Smith, Director of the Health Department, who was not present.
Erika Storlie, Deputy City Manager, stated that there was a brief memo in the packet regarding policies in Europe.

Alderman Fiske thanked Mr. Pavisic for his eloquent comments, his concern and commitment and for his willingness to bring this information to the attention of the Committee. She stated that she would like input from police Chief and others on a City level on how drugs reach people and how they touch the lives of individuals and families.

Alderman Holmes highlighted a memo stating that the arrest declined by 46%, which is great. 69% of now result in tickets instead of arrests.

Alderman Grover suggested that the City review the stated penalties within the ordinance for possession of drug paraphernalia. She further stated that residents and organizations would be interested in commenting on any proposed changes to the ordinance. Some of the organizations she identified were the Evanston Substance Abuse Council, Kate Mahoney and Peer Services. Kate Mahoney had made contributions to the discussion of the decriminalization of possession fewer than 10 grams three years ago. She expressed it would be important to get copies of pertinent ordinances, and additional commentary from stakeholders including City of Evanston Police Chief, Health Director, and outside organizations.

Alderman Tendam pointed out that when the ordinance was passed to decriminalize, the Evanston Substance Abuse Counsel at Evanston Township High School felt that the City could have communicated that it wasn’t an endorsement or lack of law regarding the use of marijuana. The measure had more to do with the City’s judiciary process. The City needs to be clear that drugs and alcohol are still harmful substances especially if users are predisposed. He does support clean needle exchange and overdose prevention methods and believes that the City could work to incorporate more reduction methods into emergency services and other City services. He cited a needle exchange program called Beehive that was quite successful, but not well known and did not know of other organizations offering those services. He was in support of the services.

Alderman Holmes ask if at the August meeting, Health Director Evonda Thomas-Smith, Chief Eddington and other staff and organizations involved could pull together a report. No other action needed.

V. ITEMS FOR CONSIDERATION
HH2  Review of May Police Complaints  
Alderman Fiske moved to accept. Alderman Grover seconded. A voice vote was taken to accept the Police Complaints 4-0.

HH3  Consideration of Mayoral Recommendations for City Involvement in Cradle to Career Initiative  
        Citizen Comment  
        Jeanne Lindwall spoke in support of the City’s involvement and $50,000 contribution to city planning.

Joseph McRae, DePuty City Manager & Director of Parks, Recreation and Community Services, presented a memo authored by the Mayor and drafted by him. He indicated what needed to be considered to participate in the Cradles to Careers initiative:
1. A council member serve on the planning committee which would be Alderman Holmes.
2. Steering committee would include City council representative
3. The Steering committee should include a member of the targeted population
4. Northwestern serve as a collector of data for the initiative
5. City would have input on the data and metrics and all data would be made public and accessible to all involved parties.

Those points concluded the Mayor’s comments and Mr. McRae asked for direction from the committee on next steps and how to proceed with the initiative. Members from the planning committee were present.

Alderman Fiske indicated she would like to move forward. She stated that it is the single best program she has seen and very much needed at a reasonable cost. Additionally, she heard what Ms. Lindwall said in terms of using Northwestern to collect data but not as the sole entity to interpret the data. She hopes to support and send to council.

Alderman Grover agreed with all of the comments and the recommendations are all in line with previous discussions within the council. The guidelines proposed by Mr. McRae and Mayor Tisdahl aren’t strict rules and Alderman Grover would like to move the issue back to council with the Mayor’s recommendations.

Alderman Tendam also supported the initiative and the University’s involvement. He believes that the University, as an outside entity, plays an important role. Alderman Tendam seconded the motion.

A voice vote was taken and approved 4-0.

HH4 Approval of Sublease Amendment to the Evanston Wilmette Golf Course Board Lease

Alderman Grover moved to approve. Alderman Tendam seconded. A voice vote was taken to approve the Sublease Amendment 4-0.

VI. COMMUNICATION

New business
Alderman Fiske wanted to comment on the Evanston Animal Shelter, she visited the shelter and found that the volunteers and Animal Warder were doing a fantastic job. A large number of animals have been adopted and/or placed in foster homes, the facility is clean and welcoming and she couldn’t be prouder. She hopes that the volunteers walk in the 4th of July parade.

Alderman Tendam also talked to a number of volunteers and the feedback was all good. The relationship between the volunteers, the City and the Police Department was improved and the facility had a general clean up and clean out. He is looking forward to the ability to partner with other organizations to further improve the shelter.

Ms. Storlie introduced Jessica Wingader who will be joining the committee in place of Melissa Parker who has moved to a position in the Parks, Recreation, and Community Services Division.

VII. ADJOURNMENT
Alderman Fiske moved to adjourn. Alderman Grover Seconded. The meeting was adjourned at 7:59pm.

Respectfully Submitted,

Melissa Parker
To: Human Services Committee
From: Cindy Plante, ICMA Fellow, City Manager’s Office
Subject: Harley Clarke Update
Date: July 7, 2014

Recommended Action:
It is recommended that the City Council receive this report.

Background:
At its February 10 meeting, the City Council directed the City Manager to issue the Evanston Art Center notice of lease termination effective January 31, 2015 and to continue discussions with the Illinois Department of Natural Resources about their interest in the Harley Clarke Mansion for use as an environmental education center and headquarters of IDNR’s Coastal Management Program. Since that time, the Art Center has been notified of the lease termination and the City Manager has continued discussions with IDNR.

IDNR’s coastal management program is funded by the Federal government to work on coastal conservation projects involving Lake Michigan and the state’s other waterways. IDNR’s proposed use for the mansion calls for the first floor to be used as educational and classroom space and the second floor to be used as office space for the Coastal Management Program, which is currently located in downtown Chicago.

Talks with IDNR have focused only on the mansion itself and the neighboring coach house building. The City of Evanston and Lighthouse Park District would retain ownership of the parking lot, beach, lighthouse, and surrounding parkland, all of which would remain open to the public. Little if any noticeable impact on traffic or parking is expected as IDNR expects to have fewer than 20 employees on site.

Based on prior studies and assessments of the property, the renovations needed to bring the building up to code are expected to cost nearly $5 million. The necessary renovations would be split into two construction phases with the first consisting of interior build out of the office portion of the project and addressing fire and life safety issues. This phase would begin after the Arts Center vacates the property in early 2015. The second phase would include the replacement of exterior windows and various
upgrades and repairs to masonry, plumbing, HVAC, and roofing. IDNR hopes to complete construction and begin occupancy of the office portion of the facility by the spring or summer of 2015.

At this time, Corporation Counsel has been asked to work with IDNR to draft an agreement regarding the property, which will be presented to the community and the City Council sometime in September, 2014. At least one community forum will be held to discuss the project before the City Council is asked to take action on any agreement.
Memorandum

To: Chair Burrus and Members of the Human Services Committee

From: Evonda Thomas-Smith, Health & Human Services Director
Ylda Capriccioso, Intergovernmental Affairs Coordinator
Sarah Flax, Housing & Grants Administrator

Subject: City of Evanston Grant Funding for Social Services – Community Development Block Grant, Mental Health Board, Evanston Township and Emergency Solutions Grant

Date: July 3, 2014

Background
Per the request by Alderman Burrus at the May 5 Human Services Committee meeting, staff compiled City of Evanston funding for Evanston social services agencies and programs from Community Development Block Grant (CDBG), Mental Health Board, Evanston Township and Emergency Solutions Grant (ESG) for 2012, 2013 and 2014. See the attached spreadsheet. The total operating budget for the most current fiscal year available is also shown in the far right-hand column.

Mental Health Board and Evanston Township funds are not restricted to specific programs. CDBG and ESG funding is program specific, so individual programs funded by each of those grants are identified separately; a summary of all City funding for the agency is also shown. Agencies with operating support and program grants are shaded on the attached spreadsheet.
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<th>Program/Project Name</th>
<th>Community Development Block Grant (CDBG)</th>
<th>Mental Health Board</th>
<th>Evanston Township</th>
<th>Emergency Solutions Grant (ESG)</th>
<th>City Grant Totals</th>
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†Operating budget for FY 2014 unless otherwise noted
†† FY 2013 (Last available)
††† FY 2012 (Last available)
A CDBG funding includes only Public Services (capped at 15% of grant)
* Budget for Evanston location - Family Focus Total Organization Budget is $12,477,429
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2014 Funding

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Memorandum

To: Honorable Mayor and Members of the City Council
   Human Services Committee

From: Wally Bobkiewicz, City Manager  Karen
       Danczak Lyons, Library Director

Subject: Memorandum of Understanding

Date: Jul 1, 2014

Summary:

Background:

In 2011, the City of Evanston and the Board of the Evanston Public Library agreed to work together and bring library operations into compliance with Illinois Library Law. A joint Transition Committee was appointed comprised of two representatives of the City Council, the City Manager, two members of the Evanston Public Library Board of Trustees and the Library Director.

Working together the Transition Committee has reviewed library operations and worked to define the relationship between the City of Evanston and the Evanston Public Library. Beginning in the 2014 Budget, funding was included in the Library’s budget to reimburse the City of Evanston for costs associated with administrative support of the library including such items as producing the library’s payroll, purchasing goods and services, cutting checks and managing personnel.

This draft Memorandum of Understanding reflects the work of the Committee and reflects a description of the continued relationship between the City of Evanston and the Evanston Public Library.

Legislative History:

On October 1, 2012 the City Council approved Ordinance 117 – 0 – 12 which amended the Evanston City Code to make certain changes to the City of Evanston Public Library Board’s authority and authorized the Library Director to hire employees, fix their compensation and remove such employees, subject to the approval of the Board. The Library Board has the authority to contract with any public or private corporation for the purpose of providing or receiving library service.

Attachments:

Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING BETWEEN THE EVANSTON PUBLIC LIBRARY AND THE CITY OF EVANSTON

THIS Memorandum of Understanding ("MOU") is made and entered into this____ day of ______, 2014, by and between CITY OF EVANSTON ("City"), an Illinois home rule municipality and EVANSTON PUBLIC LIBRARY ("Library"), an Illinois municipal library; the City and the Library shall be referred to herein as the “Parties”, upon the following terms and conditions:

WHEREAS the Library is a municipal library acting pursuant to the Illinois Local Library Act, 75 ILCS, 5/1, et seq.,

WHEREAS, the Library and the City wish to memorialize the relationship between the two parties in a Memorandum of Understanding,

NOW, THEREFORE, BE IT AGREED TO IN THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EVANSTON PUBLIC LIBRARY AND THE CITY OF EVANSTON, AS FOLLOWS:

ARTICLE I. FINANCIAL MATTERS

SECTION 1. The City agrees to pay and be reimbursed by the Library Fund for all Library operating costs between January 1 of each current fiscal year and the time of receipt by the Library of the first tax levy proceeds for that fiscal year.

SECTION 2. The City and the Library worked together during 2013 and agreed that $250,000.00 was an equitable and reasonable annual cost for overhead expense related to the Library which would be paid through inter-fund transfer beginning in FY 2014. This annual reimbursement of $250,000 and subsequent annual reimbursements will have no impact upon Evanston residents as both the expenditure level and the associated revenue required were transferred from the General Fund to the Library Fund during the 2014 budget process. In 2014 and future years, the City and the Library agree to work together to monitor actual costs and identify both operational and cost efficiencies and make agreed-upon adjustments to the annual reimbursement. SECTION 3. The City will reasonably consider requests by the Library Board for additional funds or advances due to unforeseen circumstances.

ARTICLE II. REAL PROPERTY

SECTION 1. The City of Evanston owns all real property occupied and/or used by the Library, provided that said real property was purchased or constructed with funds obtained by the City ("Library Facilities").

The Library will determine how it chooses to use the Library Facilities for the library services it offers.
The City shall not sell, use, assign, transfer, or lease the Library Facilities or any portion thereof to any third party or entity without prior timely written notice and without the mutual agreement of the City and Library.

SECTION 2. When capital repairs and/or improvements are needed to maintain the structural integrity and operations of the Library Facilities, the City and Library agree to a shared responsibility for the cost of said capital repairs and improvements, including without limitation HVAC, electrical, plumbing and required safety systems. The City and Library further agree to identify funding sources to complete said capital repairs and improvements, with the intent that the cost of said capital repairs and improvements result in a minimal impact on the taxpayers of Evanston. The Library agrees to be responsible for interior modifications of the Library Facilities including movement of non-load bearing walls, flooring, carpeting, furniture and fixtures.

ARTICLE III. PARKING SYSTEM MATTERS

The City’s Parking Fund shall continue to maintain the Library’s basement parking garage, including but not limited to overhead door service, repair, cleaning, light replacement and maintenance and the Library’s surface parking lot for the Main Library Facility at 1703 Orrington and the City shall receive all revenue from parking at the Main Library with no right of reimbursement to the Library.

ARTICLE IV. TERM OF AGREEMENT

The term of this Memorandum of Understanding shall be for an indefinite duration and remain in full force and effect until modified or terminated by the mutual written consent of the Parties.

ARTICLE V. MISCELLANEOUS.

(a) The City and the Library have the lawful power and authority to enter into this MOU and to carry out its obligations hereunder.
(b) By entering into this Memorandum of Understanding, the City is not waiving or relinquishing the exercise of its home rule powers;
(c) By entering into this Memorandum of Understanding, the Library and its trustees are not waiving or relinquishing their statutory powers under the Illinois Local Library Act;
(d) This MOU may be modified or amended only in writing signed by both Parties. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Parties.
(e) 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):
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove provided.

CITY OF EVANSTON

By: __________________________
Name: Wally Bobkiewicz
Title: Manager

EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

By: __________________________
Name: Benjamin Schapiro
Title: President
Memorandum

To: Members of the Human Services Committee

From: Wally Bobkiewicz, City Manager
       Jonathan Williams-Kinsel, ICMA Fellow

Subject: 26-O-14 Evanston Human Rights Ordinance

Date: July 2, 2014

Recommended Action:
Staff recommends the approval of Ordinance 26-O-14, the “Evanston Human Rights Ordinance,” amending Title 1 of the Evanston City Code codifying an Evanston Human Rights Ordinance, and amending City Code Title 1, Chapter 12 “Fair Employment Practices” and Title 5, Chapter 5 “Fair Housing”. Ordinance 26-O-14 mirrors what is already state law by way of the Illinois Human Rights Act.

The City of Evanston welcomes diversity and believes that all individuals should be treated fairly, and with respect and dignity. The City of Evanston welcomes diversity and believes that all individuals should be treated fairly, and with respect and dignity. By achieving and maintaining a discrimination-free environment, the City of Evanston is able to effectively recruit and train qualified employees and to produce services to the public. Additionally, unlawful discrimination in privately owned and operated public accommodations, employment, and housing causes unjust exclusion of persons resulting in a diminution of their dignity, respect, and status contrary to the public policy of the City and the Constitutional principles upon which the United States was founded. Ordinance 26-O-14 the “Evanston Human Right Ordinance”, will prevent such unlawful discrimination, and promote the general welfare of City of Evanston residents and visitors alike.

On July 28, 1997, the Evanston City Council voted unanimously to pass Ordinance 61-O-97: “Amending Various Sections of the Evanston City Code Prohibiting Discrimination Against Transgender Individuals.” At the time of its passage, Ordinance 61-O-97 defined sexual orientation as “[h]aving or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.” Ordinance 61-O-97 made the City of Evanston the first city in Illinois to address transgendered individuals in its nondiscrimination policy. Although the City was progressive at the time of this ordinance’s passage, the City Code did not
provide further detail regarding the protections afforded to members of various protected classes.

Ordinance 26-O-14 creates an Evanston Human Rights Chapter in the Evanston City Code and amends and revises the City’s Fair Employment Practices and Fair Housing Chapters to reflect the City’s continued support to fair treatment of all individuals with respect and dignity in areas including, but not limited to, housing, public accommodation and employment. This Ordinance codifies the addition of gender identity and source of income to Evanston’s list of protected classes in various sections of the City Code. Ordinance 26-O-14 affords victims of discrimination the ability to file a complaint via processes already in place by way of the Illinois Human Rights Act and the Cook County Human Rights Ordinance. Complaints are filed with the Illinois Department of Human Rights and/or the Cook County Commission on Human Rights.

In drafting the Evanston Human Rights Ordinance, an in-depth legal analysis was conducted to ensure that the Evanston Human Rights Ordinance is in compliance with applicable County, State and Federal laws. Moreover, City Staff reviewed and analyzed various city human rights ordinances throughout the country, including Houston, TX; Tempe, AZ; College Park, MD; and Royal Oaks, MI.

Summary of Proposed Changes to the Evanston City Code
Title 1 Chapter 20 “Evanston Human Rights Ordinance”
The Evanston Human Rights Ordinance is added to Title 1 of the Evanston City Code with the intent that no person be denied enjoyment of his or her civil or political rights and, further, to prohibit the unlawful discrimination against persons because of race, color, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or disability. Chapter 20 prohibits unlawful discrimination in the areas of city employment and public contracts, financial credit transactions, and public accommodations. Additionally, Section 1-20-9 codifies in the Evanston City Code the inclusion of civil rights violations already afforded to individuals under the Cook County Human Rights Ordinance. Said violations include (1) retaliation against any person because that person in good faith opposed what they reasonably believed to be unlawful discrimination; and (2) aiding and abetting a person to commit a violation of the Human Rights Ordinance. Chapter 20 does not add nor detract from any civil or administrative remedies now available to persons complaining of unlawful discrimination.

Additionally, the Evanston Human Rights Ordinance does not make it a civil rights violation where individuals are exercising their freedom of speech, expression, religion or religiously based views protected under the First Amendment of the United States Constitution or Article I of the Illinois Constitution.

Title 1 Chapter 12 “Fair Employment Practices”
The proposed changes to “Fair Employment Practices" expand the protections afforded to City employees, prospective employees, vendors to the City, or for any contractor or subcontractor for the City, by including gender identity and source of income as protected classes.
Title 5 Chapter 5 “Fair Housing Ordinance of the City of Evanston”
The proposed changes would expand the protections afforded under the “Fair Housing Ordinance” by including gender identity and sources of income as protected classes.

Attachments:
Ordinance 26-0-14
AN ORDINANCE

Amending Title 1 of the Evanston City Code Codifying a Human Rights Ordinance, and Associated Amendments to Title 1, Chapter 12 “Fair Employment Practices” and Title 5, Chapter 5 “Fair Housing”

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

SECTION 1: Legislative Statement.

The City of Evanston welcomes diversity and believes that all individuals living in, working for, or visiting the City of Evanston should be treated fairly, and with respect and dignity. The City discourages unlawful discrimination and unequal treatment against individuals on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities. The City of Evanston strongly supports the treatment of all individuals with respect and dignity, regardless of an individual’s race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities, including but not limited to the areas of housing, public accommodation and employment.

This declaration of public policy is in line with the statutory protections and policy goals of the Illinois Human Rights Act, 775 ILCS 5/et seq., and is intended to secure and guarantee the rights established by Sections 17, 18, and 19 of Article I of the Illinois Constitution of 1970.
Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164). Pursuant to 65 ILCS 5/1-2-1, the City may make all rules and regulations to carry into effect the powers granted to the City, such broad and general grant of authority complementing the City’s home rule powers. At meetings held in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), the City Council considered this Ordinance, heard public comment, and made findings. It is well-settled law in Illinois that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747(1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (1995)).

The City Council finds that achieving and maintaining a discrimination-free environment is necessary to effectively serve the public by enabling the City to recruit and train qualified employees and to procure and provide services to the public. Additionally, unlawful discrimination in privately owned and operated public accommodations, employment, and housing causes the unjust exclusion of persons, and results in a diminution of their dignity, respect, and status contrary to the public policy of the City and the Constitutional principles upon which the United States was founded. This Ordinance will prevent such unlawful discrimination, and promote the general welfare of City of Evanston residents and visitors alike.

**SECTION 2:** Title 1 of the Evanston City Code of 2012, is hereby amended to add Chapter 20 which shall read as follows:
CHAPTER 20 – EVANSTON HUMAN RIGHTS ORDINANCE

1-20-1: SHORT TITLE:

This Chapter shall be known and may be cited as the EVANSTON HUMAN RIGHTS ORDINANCE.

1-20-2: PURPOSE:

It is the intent of the City of Evanston that no person be denied equal protection of the laws, nor shall any person be denied enjoyment of his or her civil or political rights or be unlawfully discriminated against because of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities.

1-20-3: CONSTRUCTION:

This Chapter shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in this Section and the special purpose of the particular provision involved.

1-20-4: SEVERABILITY:

If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

1-20-5: DEFINITIONS:

For the purposes of this Chapter, the following terms shall have the following meanings:

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<tr>
<th>Term</th>
<th>Definition</th>
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<tr>
<td>AGE</td>
<td>Limited to any individual who is at least forty (40) years of age but less than sixty-five (65) years of age.</td>
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<td>COMMISSION</td>
<td>The Cook County Commission on Human Rights.</td>
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<td>DEPARTMENT</td>
<td>The Illinois Department of Human Rights.</td>
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<td>DISABILITY</td>
<td>With respect to a person:</td>
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<td>(A) A physical or mental impairment which substantially limits one or more of such person’s major life activities;</td>
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<td>(B) A record of having such an impairment; or</td>
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<td>(C) Being regarded as having such an</td>
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<td>Term</td>
<td>Definition</td>
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<td>EMPLOYEE</td>
<td>An individual who is engaged to work in the City of Evanston for or under the direction and control of another for monetary or other valuable consideration.</td>
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<td>FAMILIAL STATUS</td>
<td>Refers to whether a household includes one or more individuals (who have not attained the age of 18 years) domiciled with:</td>
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<td>(A) A parent or another person having legal custody of such individual or individuals; or</td>
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<td>(B) The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against unlawful discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.</td>
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<td>FINANCIAL INSTITUTION</td>
<td>Any bank, credit union, insurance company, mortgage banking company or savings and loan association which operates or has a place of business in this City.</td>
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<td>GENDER IDENTITY</td>
<td>A person’s actual or perceived gender, including a person’s gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person’s sex at birth.</td>
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<td>LOAN</td>
<td>Includes, but is not limited to, the providing of funds, for consideration, which are sought for: ak purpose of purchasing, constructing, improving, repairing,</td>
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or maintaining a housing accommodation; or
(B) Any commercial or industrial purposes.

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<th>MARITAL STATUS</th>
<th>The legal status of being single, married, divorced, separated, or widowed.</th>
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<td>NATIONAL ORIGIN</td>
<td>The place in which a person or one of his or her ancestors was born.</td>
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<td>OPERATOR</td>
<td>Any owner, lessee, proprietor, manager, superintendent, agent, or occupant of a place of public accommodation, or an employee of any such person or persons.</td>
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| PUBLIC ACCOMODATION | A place of business with a physical location within the City of Evanston, including, but not limited to:
(A) An inn, hotel, motel, or other place of lodging, except for an establishment located within a building that contains not more than 5 units for rent or hire and that is actually occupied by the proprietor of such establishment as the residence of such proprietor;
(B) A restaurant or other establishment serving food or drink;
(C) A motion picture house, theater, concert hall, stadium, or other place of exhibition or entertainment;
(D) An auditorium, convention center, lecture hall, or other place of public gathering;
(E) A bakery, grocery store, clothing store, hardware store, shopping center, or other sales or rental establishment;
(F) A laundromat, dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office, professional office of a health care provider, hospital, or other service establishment;
(G) Public conveyances on air, water, or land;
(H) A terminal, depot, or other station...
used for specified public transportation;
(I) A museum, library, gallery, or other place of public display or collection;
(J) A park, zoo, amusement park, or other place of recreation;
(K) A non-sectarian nursery, day care center, elementary, secondary, undergraduate, or postgraduate school, or other place of education;
(L) A senior citizen center, homeless shelter, food bank, non-sectarian adoption agency, or other social service center establishment;
(M) A gymnasium, health spa, golf course, or other place of exercise or recreation.

| SEX | The biological differences between men and women, and gender. |
|SEXUAL ORIENTATION | Having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult. |
|SOURCE OF INCOME | The lawful manner by which an individual supports himself or herself, and his or her dependents. |
|UNLAWFUL DISCRIMINATION | Discrimination against a person because of his or her race, color, religion, national origin, ancestry, age, sex, marital status, disability, sexual orientation, gender identity, source of income, as those terms are defined in this Section. |
|VARYING TERMS | Including, but not limited to, the following practices:
(A) Requiring a greater down payment than is usual for the particular type of loan involved;
(B) Requiring a shorter period of amortization than is usual for the
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<th>Particular Type of Loan Involved;</th>
<th>Charging a Higher Interest Rate Than Is Usual for the Particular Type of Loan Involved;</th>
<th>An Under Appraisal of Real Estate or Other Item of Property Offered as Security.</th>
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</thead>
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1-20-6: PROHIBITION AGAINST UNLAWFUL DISCRIMINATION IN CITY EMPLOYMENT AND PUBLIC CONTRACTS:

It is the policy of the City that the City will not unlawfully discriminate in City employment, employment opportunities, and awarding public contracts on the basis of any protected characteristic.

Provisions related to the prohibition against unlawful discrimination in city employment and awarding of public contracts shall be those as established and revised by the Fair Employment Practices of the City of Evanston, City Code Section 1-12-1 et seq., and any other applicable provisions of the City Code.

1-20-7: FINANCIAL CREDIT TRANSACTIONS:

(A) Prohibition. It shall be a civil rights violation for any financial institution to unlawfully discriminate by engaging in the following actions:

1. Denial of Services. Deny any person any of the services normally offered by such an institution;
2. Modification of Services. Provide any person with any service which is different from, or provided in a different manner than, that which is provided to a person similarly situated.
3. Loan Terms. Unfairly deny or vary the terms of a loan.
4. Property Location. Unfairly deny or vary the terms of a loan on the basis that a specific parcel of real estate offered as security is located in a specific geographical area.
5. Consideration of Income. Unfairly deny or vary the terms of a loan without having considered all of the regular and dependable income of each person who would be liable for repayment of the loan.
6. Lending Standards. Utilize lending standards that have no economic basis and which constitute unlawful discrimination.

(B) Prohibition. It shall be a civil rights violation for a person who offers credit cards to the public in this City to engage in the following actions:

1. Credit Cards. To refuse to issue a credit card, upon proper application, on the basis of unlawful discrimination;
2. Reasons for Rejection. To fail to inform an applicant for a credit card, upon request, of the reason that his or her application for a credit has been rejected.

(C) Exemptions. Nothing in this Section shall prohibit:

1. Sound Underwriting Practices. A financial institution from considering sound underwriting practices in contemplation of any loan to any person. Such practices shall include:
   a. The willingness and the financial ability of the borrower to repay the loan;
   b. The market value of any real estate or other item of property proposed as security for any loan; and
   c. Diversification of the financial institution's investment portfolio.

2. Credit-Worthiness Information; Credit Systems. A financial institution or a person who offers credit cards from:
   a. Making an inquiry of the applicant's age, permanent residence, immigration status, or any additional information if such inquiry is for the purpose of determining the amount and probable continuance of income levels, credit history, or other pertinent element of credit-worthiness as provided in regulations of the Department;
   b. Using any empirically derived credit system which considers age if such system is demonstrably and statistically sound in accordance with regulations of the Department, except that in the operation of such system the age of an applicant over the age of 62 years may not be assigned a negative factor or value.

3. Special Credit Programs. A financial institution from refusing to extend credit when required to, by or pursuant to any:
   a. Credit assistance program expressly authorized by law for an economically disadvantaged class or persons;
   b. Credit assistance program administered by a nonprofit organization for its members of an economically disadvantaged class of persons;
   c. Special purpose credit program offered by a profit-making organization to meet special social needs which meets standards prescribed by the Department in its regulations.

(D) Investigations of Alleged Violations: Any person claiming to be aggrieved by an unlawful credit transaction practice may file a claim with the Department or Commission to initiate the investigation of the complaint. Enforcement of
unlawful discrimination in any aspect of a credit transaction shall be as established and revised by the Illinois Human Rights Act or the Cook County Human Rights Ordinance, as amended.

(E) Private Remedies: Any person aggrieved by a violation of this Section who has exhausted the remedies provided in the Illinois Human Rights Act or the Cook County Human Rights Ordinance, may apply to any court of competent jurisdiction for appropriate relief.

1-20-8: PUBLIC ACCOMMODATIONS:

(A) It is a civil rights violation for any person on the basis of unlawful discrimination to:

1. Enjoyment of Facilities, Goods, and Services. Deny or refuse to another the full and equal enjoyment of the facilities, goods, and services of any public place of accommodation;
2. Written Communication. Directly or indirectly, as the operator of a place of public accommodation, publish, circulate, display or mail any written communication, except a private communication sent in response to a specific inquiry, which the operator knows is to the effect that any of the facilities of the place of public accommodation will be denied to any person or that any person is unwelcome, objectionable or unacceptable because of unlawful discrimination;
3. Public Officials. Deny or refuse to another, as a public official, the full and equal enjoyment of the accommodations, advantage, facilities or privileges of the official's office or services or of any property under the official's care because of unlawful discrimination.

(B) Investigations of Alleged Violations: Any person claiming to be aggrieved by an unlawful public accommodation practice may file a claim with the Department or Commission to initiate an investigation of the complaint. Enforcement of unlawful discrimination in any aspect of a public accommodation shall be as established and revised by the Illinois Human Rights Act or the Cook County Human Rights Ordinance, as amended.

(C) Private Remedies: Any person aggrieved by a violation of this Section who has exhausted the remedies provided in the Illinois Human Rights Act or Cook County Human Rights Ordinance, may apply to any court of competent jurisdiction for appropriate relief.

1-20-9: ADDITIONAL CIVIL RIGHTS VIOLATIONS:

(A) Retaliation. No person shall retaliate against any person because that person in good faith has opposed that which he or she reasonably believed to be unlawful
discrimination, sexual harassment, or other violation of this Chapter or has made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under this Chapter.

(B) Aiding and Abetting. No person shall aid, abet, compel, or coerce a person to commit a violation under this Chapter.

(C) Investigations of Alleged Violations: Any person claiming to be aggrieved by a prohibited act under Section 1-20-9(A) or 1-20-9(B) may file a claim with the Commission to initiate the investigation of the complaint. Enforcement of this Section’s additional civil rights shall be as established and revised by the Cook County Human Rights Ordinance, as amended.

(D) Private Remedies: Any person aggrieved by a violation of this Section who has exhausted the remedies provided in the Cook County Human Rights Ordinance, may apply to any court of competent jurisdiction for appropriate relief.

1-20-10: EFFECT ON PROVISIONS ON CIVIL REMEDIES:

This Chapter shall neither add nor detract from any civil or administrative remedies now available to persons complaining of unlawful discrimination under this Chapter.

1-20-11: NO CIVIL RIGHTS VIOLATION:

(A) It is not a civil rights violation for a medical, dental, or other health care professional, or a private professional service provider such as a lawyer, accountant, or insurance agent to refer or refuse to treat or provide services to an individual in a protected class for any nondiscriminatory reason if, in the normal course of his or her operations or business, the professional would for the same reason refer or refuse to treat or provide services to an individual who is not in the required protected class of the individual who seeks or requires the same or similar treatment or services.

(B) With respect to a place of public accommodation defined in City Code Section 1-20-5, the exercise of free speech, free expression, free exercise of religion, or expression of religiously based views by any individual or group of individuals that is protected under the First Amendment of the United States Constitution or under Section 3 of Article I, or Section 4 of Article I, of the Illinois Constitution, shall not be a civil rights violation.

SECTION 3: The Fair Employment Practices Ordinance of the City of Evanston, Illinois, Section 1-12-2 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
1-12-2: PURPOSE AND DECLARATION OF POLICY:

It is hereby declared to be the purpose of this Chapter and the policy of the City in the exercise of its police and regulatory powers for the protection of the public safety, for the health, morals, safety and welfare of the persons in and residing in the City and for maintenance and promotion of commerce, industry and good government in the City, to secure to all persons working or desiring to work for the City or for any vendor to the City or for any contractor or subcontractor of the City, an equal opportunity to secure employment or to enjoy the benefits of employment without discrimination based on race, color, religion, national origin, sex, sexual orientation (as defined in Section 5-5-6 1-12-5 of this Code), gender identity (as defined in Section 1-12-5 of this Code), marital status, age, source of income (as defined in Section 1-12-5 of this Code), or physical or mental disabilities that do not impair the ability to work.

This Chapter applies to discriminatory employment practices by the City or by any vendor to the City or by any contractor or subcontractor of the City, and shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in this Section and the special purpose of the particular provision involved.

SECTION 4: Section 1-12-3 of the Evanston City Code of 2012, as amended, is hereby amended to include the following:

<table>
<thead>
<tr>
<th>GENDER IDENTITY</th>
<th>A person’s actual or perceived gender, including a person’s gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person’s sex at birth as being either female or male.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOURCE OF INCOME</td>
<td>The lawful manner by which an individual supports himself or herself and his or her dependents.</td>
</tr>
</tbody>
</table>

SECTION 5: Section 1-12-5(A) of the Evanston City Code of 2012, as amended, is hereby amended to read as follows:

(A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, or age, source of income, or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
SECTION 6: Section 1-12-5(C) of the Evanston City Code of 2012, as amended, is hereby amended to read as follows:

(C) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, ancestry, source of income, or disability.

SECTION 7: The Fair Housing Ordinance of the City of Evanston, Section 5-5-2 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-2: PURPOSE AND DECLARATION OF POLICY:

It is hereby declared to be the policy of the City and the purpose of this Chapter, in the exercise of its police and regulatory powers for the protection of the public safety for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Evanston, an equal opportunity to view, purchase, lease, rent, or occupy real estate without discrimination based on race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin of any individual.

SECTION 8: Section 5-5-5 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to include the following:

<table>
<thead>
<tr>
<th>DISCRIMINATION.</th>
<th>To make distinction in treatment of any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of an individual.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEERING.</td>
<td>To encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include, but is not limited to, directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area.</td>
</tr>
</tbody>
</table>
SOURCE OF INCOME: The lawful manner by which an individual supports himself or herself and his or her dependents.

SECTION 9: Section 5-5-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-6: DISCRIMINATION PROHIBITED:

No person, including, but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the friends or associates of such person) in regard to the sale or rental of or dealings concerning real property. "Sexual orientation" is defined as: having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult. "Gender identity" is defined as: a person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:

(A) Policies And Publicity. Advertise, publish, display, or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

(B) Deceive Or Overcharge. Discriminate by deceiving or overcharging any person for real property in the City, or to making any distinction or restriction against any person as to the conditions or privileges of any kind relating to the sale, rental, lease, or occupancy of real property.

(C) Discriminate In Lending. (See Section 5-5-8 of this Chapter) Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, the making or purchasing of loans or the provision of other financial assistance secured by residential real estate, or otherwise obtaining or making available funds for the purchase, acquisition,
construction, rehabilitation, repairs or maintenance of any real property in the City.

(D) Change In Neighborhood: Solicit or to enter into any agreement for the sale, lease or listing for sale or lease of any real property within the City (on the ground of loss of value) due to the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(E) Inducing Sales. Distribute or cause to be distributed written material or statements designed to induce any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the City or neighborhood.

(F) Misrepresentation. Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin in the area will or may result in the lowering of real property values in the block, neighborhood or area in which the property is located.

(G) Refusal to Sell. Refuse to sell or rent real property because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(H) Refusal to Show Records of Available Housing. Refuse to show to any person who has specified his/her needs, the list or other records identifying all real properties reasonably meeting such specifications.

(I) Withholding Housing. Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(J) Refusal to Show Real Estate. Refuse to show real estate because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of any prospective purchaser, lessee or tenant, or because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the residents in the area in which the property is located.
(K) Steering. Encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area.

(L) Differential Treatment. Make any differential treatment toward any prospective seller, purchaser, or tenant because of that person’s race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin, or toward any prospective seller, purchaser, or tenant because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the persons in the area in which that property is located.

(M) Evasion. Employ any person as a salesman or agent as a means of evading provisions of this Chapter.

(N) Providing Information. Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

(O) Posting and Distributing. Fail to post in a prominent place available for observation by the public in each business establishment of a person in the business of purchasing, selling, exchanging or leasing real property, a copy of this Chapter, or a poster provided by the Commission summarizing this Chapter; and/or fail to distribute to any prospective seller, purchaser or tenant a summary of the ordinance provided by the Commission.

(P) Rental Application. Discriminate by denying, or unreasonably delaying the processing of, a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

(Q) Insurance. Discriminate in the sale of insurance in connection with real estate.

(R) Redlining. To discriminate by differential treatment of a geographic area in the setting of insurance rates or appraised valuations or the availability of financing of property, based on the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the area or purported to be moving into the area.
(S) Listing Agreement and Multiple Listing Service.

1. Entering into a listing agreement which discriminates against any person due to their race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin.

2. Deny a person access to, or membership or participation in any multiple listing service, real estate broker's organization or facility relating to the business of selling or renting dwellings, or to discriminate against him/her in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

(T) Aid or Abet. Discriminating by aiding or abetting acts performed in violation of this Chapter.

(U) Coercion. Coercion, intimidation, threatening or interference with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this Chapter.

(V) Discrimination Due to a Disability.

1. To discriminate because of a disability of:
   a. That person;
   b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
   c. Any person associated with that disability.

2. For purposes of this subsection, discrimination includes:
   a. A refusal to permit, at the expense of the disabled person, reasonable modifications of an existing dwelling unit occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; a person with disabilities may make reasonable modification as provided in this Section of the Fair Housing...
Ordinance to the interior or exterior public and common use areas of a building as well as to his/her individual dwelling unit.

b. A refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or

c. In connection with the design and construction of covered multi-family dwellings for first occupancy a failure to design and construct those dwellings in such a manner that:

   (1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons;

   (2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

   (3) All premises within such dwellings contain the following features of adaptive design:

      A. An accessible route into and through the dwelling;

      B. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

      C. Reinforcements in bathroom walls to allow later installation of grab bars; and

      D. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

3. Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled people (commonly cited as ANSI A117.1) suffice to satisfy the requirements of this paragraph.

SECTION 10: Section 5-5-8 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-8: DISCRIMINATION IN LENDING:
It shall be unlawful and a violation of this Chapter for any lending institution to discriminate in making, agreeing to make, arranging, or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property, or to offer, seek or agree to terms, conditions or privileges that discriminate on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin. (See Subsection 6(C) of this Chapter.)

SECTION 11: Section 5-5-9 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-9: REFUSALS TO DEAL IN LENDING:

It shall be unlawful and a violation of this Chapter for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

SECTION 12: Section 5-5-10 of the Evanston City Code of 2012, as amended, is hereby further amended and revised to read as follows:

5-5-10: COVERAGE:

This Chapter shall apply, respectively, to every person, including, but not limited to, every owner, lending institution, real estate broker and manager who, within the City, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the City; provided, however, that the provisions of this Chapter shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

SECTION 13: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 14: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 15: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 16: That this Ordinance 26-O-14 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced:_________________, 2014  Approved:
Adopted:___________________, 2014  _________________________, 2014

______________________________
Elizabeth B. Tisdahl, Mayor

Attest:
Approved as to form:

______________________________
Rodney Greene, City Clerk
W. Grant Farrar, Corporation Counsel
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 50-R-14

Date: July 7, 2014

Recommended Action:
Recommend City Council approval of Resolution 50-R-14 authorizing the City Manager to enter into an agreement for 8 month lease term for Art Encounter, Inc for space at the Noyes Cultural Arts Center.

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

Summary:
The studio leases are for an eight-month term (05/01/2014-12/31/2014). The lease agreements for the resident artist studios at the Noyes Cultural Arts Center (NCAC) are renewed annually to allow the option for fee increases and to gain approval of the tenants’ current year community service proposals. This lease term is set to begin on May 1, 2014 and will run for eight months through December 31, 2014 as the process was delayed with the Noyes Tenant Association and Arts Council recommendations. The 2013 leases were extended through April 30, 2014 at the 2013 rates. The proposed 2014 eight month lease rates include a three percent increase from 2013.

For the term beginning on May 1, 2014, Art Encounter, Inc. will rent office space room 104. This office space has been vacated by Actors Gymnasium, Inc as they have moved to room 100.

Based upon these amendments there will potentially be three vacant spaces available for rent at Noyes: B11, studio 109 and studio 108. These will be discussed at the City Council meeting in September City Council Meeting.

Attached materials for review and recommendation:

- Resolution 50-R-14
- Copy of Studio Master Lease
A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement with Art Encounter for Studio Space at the Noyes Cultural Arts Center

WHEREAS, the City of Evanston ("City") owns certain real property, including the property commonly known as the Noyes Cultural Arts Center ("NCAC") at 927 Noyes Street, Evanston, Illinois; and

WHEREAS, the City leases space in the NCAC to resident artists and groups including Art Encounter ("Art Encounter"), an Illinois non-for-profit corporation; and

WHEREAS, on February 11, 2013, the City Council adopted Ordinance 15-O-13, which approved the lease of studio space to Art Encounter (the "Lease"); and

WHEREAS, the City and Art Encounter desire to enter into a renewal agreement to reflect changes in rent and studio space being utilized; and

WHEREAS, the City Council finds it to be in the best interest of the City to continue to lease NCAC studio space to Art Encounter, and to negotiate and execute a renewal lease agreement with Art Encounter,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a renewal lease agreement (the "Renewal Agreement") by and between the
City of Evanston and Art Encounter, which is attached hereto as Exhibit “1” and incorporated herein by reference.

SECTION 2: The Renewal Agreement reflects a 3% increase in the rental rate commencing June 1, 2014, updates the Noyes Cultural Arts Center Property Fees schedule, substitutes the use of Room 109 studio to Room 104 for the Renewal Agreement, and all other terms remain the same with this Renewal Agreement.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Renewal Agreement as he may determine to be in the best interests of the City.

SECTION 4: This Resolution 50-R-14 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: _________________, 2014
EXHIBIT 1

RENEWAL LEASE AGREEMENT
This Master Studio Lease Agreement (the “Lease”) is executed on the _______ day of ___________, 2014, by and between The City of Evanston, an Illinois municipal corporation and a home rule unit of the State of Illinois ("Lessor"), and Art Encounter ("Lessee"), an arts organization. The Lessor and the Lessee shall be collectively referred to as the “Parties.”

1. **RENTAL RATE**
   A. Lessee will pay Lessor the rental rate of $558.39 per month and due on or before the 1st day of each month for the initial term of the Lease, as defined in Paragraph 2 (the “Rent”).
   B. **LATE CHARGES.** Late fees will be assessed for rent due and owning to Lessor and all other invoiced charges in the amount of 10% of the invoice or $50.00, whichever is greater. Late fees only apply if the administrative office of the Cultural Arts Division or the Department of Parks, Recreation and Community Services receives payment AFTER 5:00 p.m. on the fifth day of each month for rent and/or if payment is received after 5:00 p.m. on the due date as specified on the invoice for all other charges. Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.
   C. The Lessee is liable for all lease fees, including any late fees or fees for additional services, and for any damage, upkeep or losses to the Noyes Cultural Arts Center (“NCAC”) to the building, furniture, personal property or equipment caused or attributable in any way to Lessee, Lessee’s invitees, Lessee’s agents or employees, during the Lease Term. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. The Lessor may bill other charges separately. See Appendix D.
   D. All payments shall be paid to: City of Evanston Parks, Recreation and Community Services Department Lorraine H. Morton Civic Center 2100 Ridge Avenue, Room 1100 Evanston, IL 60201

2. **TERM OF LEASE**
   A. The term of this Lease will be for 3 years and will commence on January 1, 2013 and will terminate on December 31, 2016.
   B. Initial Term. The initial term will commence on June 1, 2014, and will continue through December 31, 2014.
   C. If Applicable, Terms of Lease Continuation: All lease provisions shall remain the same through the lease termination date, except that 1) all applicable new legislation shall be herein incorporated into the terms of the Lease by reference as though specifically stated; 2) Community Service requirements between Lessee and the Lessor shall be renegotiated; 3) the Rent shall increase by an amount to be determined solely by the Lessor in consultation with the NCAC Tenants Association, but not to exceed ten percent (10%) of the previous year’s monthly Rent, and 4) the Lessor reserves the right to revise the Lessee’s insurance requirements as to type(s) of coverage and policy.

LESSEE                                                                                                                      DATE
_______________________________________________________                            ____________
amounts. The Parties acknowledge and agree that the leased spaces at the NCAC are leased below market rental rates for comparable spaces. Prior to execution of this Lease, and within 10 days of the first month of any beginning term of this Lease, all Lessees must provide the Lessor with a copy of their Annual Charitable Organization Report Form AG900-IL filed with Illinois Attorney General (if not-for-profit) or Federal Income Tax Return 1040 Schedule C, 1120-S or 1065 (if for-profit). Lessor reserves the right to not renew the Lease Agreement, see Paragraph 12.

3. **LEASED PREMISES**
Lessor leases to Lessee the workspace (the “Leased Premises”), situated at 927 Noyes, Suite 104, Evanston, Illinois 60201. The Leased Premises are part of a cultural arts center containing other leased spaces, a parking area and common facilities. The commercial center is known as the Noyes Cultural Arts Center. The term "Common Facilities” as used in this Lease will include those facilities within the Noyes Cultural Arts Center for the nonexclusive use of Lessee in common with other authorized users, and includes, but is not limited to, sidewalks, planted areas, open means of ingress and egress, and the parking area.

4. **MOVING**
If the Lessor requires vacation of the Leased Premises and/or relocation within the NCAC, excluding an emergency, the Lessor will give Lessee at least sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving Lessee’s equipment, personal property, and other items (excluding computers, wiring, and telephones) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or if Lessee/Sub-lessee does not accept the space offered by the Lessor, Lessee/Sub-lessee will vacate the Leased Premises by the end of the 60-day notice period. If Lessee fails to vacate by the date determined in writing from the Lessor, Lessee will be charged a $25.00 per day storage fee or a daily storage fee based on the per diem cost of the leased space whichever is greater.

5. **CONDITION AND UPKEEP OF LEASED PREMISES**
Lessees represents that it has examined the Premises, and has received the Premises in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or its agent prior to or at the execution of this Lease that are not herein expressed or endorsed hereon. The Lessee’s taking possession shall be conclusive as evidence against the Lessee that the Leased Premises were in good order and satisfactory condition when the Lessee took possession except for a list of items to be completed or repaired, signed by the Lessor and Lessee prior to Lessee's occupancy. No promise by the Lessor or the NCAC staff to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation has been made by Lessor or the NCAC staff to Lessee respecting the condition of the Leased Premises unless the same is expressly contained herein.
6. **CARE, MAINTENANCE AND CUSTODIAL SERVICES**

A. The Lessee shall, at the Lessee's own expense, keep the Leased Premises in good condition and shall pay for the repair of any damages caused by the Lessee, its agents, employees or invitees. The Lessee shall keep the Leased Premises in clean condition and presentable to the public. The Lessee shall pay the Lessor for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations, decorating or other work in the Leased Premises are not made during ordinary business hours at the Lessee's request.

B. Lessee will keep the Leased Premises, including all walls, surfaces and appurtenances, in good repair. At no time shall Lessee move, remove, handle, injure or disturb any property not theirs on or in the Leased Premises. Lessee shall be responsible for repairs, damages and losses for damages sustained outside the Leased Premises attributable to Lessee’s activities or invitees. All damage must be reported in writing to the Director of Parks, Recreation and Community Services, or his or her designee, by the next City of Evanston business day. Repairs by Lessee 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. If Lessee fails to make the necessary repairs by the date determined by the Lessor, the Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon presentation of an invoice by the Lessor to the Lessee. The Lessor may terminate this Lease for Lessee's failure to make the necessary repairs by the due date. Lessees are required upon lease termination to leave space in the same or better condition than at beginning of lease. Normal wear and tear excepted. See Appendix C.

7. **MACHINERY, HOUSING ACCOMODATIONS, INFLAMMABLES, WATER**

A. Unless the Lessor gives prior written consent in each and every instance, the Lessee shall not: install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Leased Premises; carry on any mechanical business in the Leased Premises, use the Leased Premises for housing accommodations, lodging, or otherwise for sleeping purposes, do any cooking therein, install or permit the installation of any vending machines, use any illumination other than electric light, use or permit to be brought into the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or use any explosive or other articles hazardous to persons or property.

B. The Lessee shall not waste water by tying, wedging or otherwise fastening open, any faucet.

C. The Lessee shall not install in the Leased Premises any equipment which uses a substantial amount of electricity without the prior written consent of the Lessor.
8. **ALTERATIONS**

A. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or to the NCAC, or do any nailing, boring or screwing into the ceilings, walls or floors, without the Lessor's prior written consent in each and every instance. Unless otherwise agreed by the Lessor and Lessee in writing, all such work shall be performed either by or under the direction of the Lessor, but at the cost of Lessee. The Lessee shall furnish the following to the Lessor for approval before commencement of the work or delivery of any materials onto the Leased Premises or into the Noyes Cultural Arts Center:

1. plans and specifications;
2. names and addresses of contractors;
3. copies of contracts;
4. necessary permits including, but not limited to, electrical;
5. indemnification in form and amount satisfactory to the Lessor and certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions and naming the Lessor as an additional insured.

B. The Lessor's decision to refuse or approve such consent shall be conclusive. Whether the Lessee furnishes the Lessor the foregoing or not, the Lessee hereby agrees to hold the Lessor and its respective agents and employees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Any mechanic's lien filed against the Leased Premises, or the NCAC of which the same form a part, for work claimed to have been furnished to the Lessee shall be discharged of record by the Lessee within ten (10) days thereafter, at the Lessee's expense, see Paragraph 11 for further terms. Upon completing any alterations or additions or at the request of the Lessor, the Lessee shall furnish the Lessor with contractors' affidavits and full and final waivers of lien(s) and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, state and federal laws and regulations and other requirements of any pertinent governmental authority. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

C. All additions, decorations, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises, whether placed there by the Lessee or by the Lessor, shall, unless the Lessor requests their removal, become the Lessor's and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to the Lessee. If, upon the Lessor's request, the Lessee does not remove said additions, decorations, fixtures, hardware, non-grade fixtures and improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.
9. LIMITATION ON SUBLLEASES
A. Lessee must obtain prior approval for any and all subleases of the Leased Premises from the NCAC Tenants Association. Lessee may sublease their space as desired, provided that the sublease does not exceed six months in any given one-year lease term. Subleases must be submitted in writing to the Director of Parks, Recreation and Community Services, or his or her designee. No locks or similar devices, other than those provided by the Lessor, shall be attached to any door.
B. This Lease may not be assigned by either party without the prior written consent of the Lessor.
C. Lessee understands and agrees that the NCAC and the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, or hazardous actions and/or words are prohibited. Any violation of this provision may, at the Lessor’s option, be a material breach of the Lease.
D. Lessee shall not permit any alteration, renovation, installation, or addition to any part of Leased Premises, or in the public areas of the NCAC, except by the prior written consent of the Director of Parks, Recreation and Community Services or designee. The cost of all such alterations and additions to said Leased Premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide the Lessor in advance of such work with insurance in type, form and amount satisfactory to the Lessor. Fixtures shall remain for the benefit of the Lessor unless the Lessor determines otherwise prior to installation, and notifies Lessee in writing of said determination. Improvements made by the Lessee to the studio are fixtures if they require removal and/or replacement of an existing fixture, or installation into or on the foundation, walls, ceiling, floors or windows.

10. TERMINATION
A. Any party hereto may terminate this Lease for any reason upon written notice to the other party hereto, said notice to be delivered not less than sixty (60) days prior to the first day of the month of the contemplated termination.
B. The Lessor may also terminate this Lease for cause. “Cause” is a material breach of the Lease by the Lessee, including, but not limited to failure to pay rent; failure to provide all required insurance and indemnity; performances and actions inconsistent with the public ownership of the Leased Premises; and actions which create or may create a hazard to the public health, welfare and safety. The Lessor will provide Lessee an opportunity to cure any default (the “Cure Period”). The Cure Period may be up to 30 days; however, a method and schedule to cure must be provided to the Director of Parks, Recreation and Community Services in writing within 24 hours of the next business day of the Lessor’s notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period, but subject to the discretion of the City. Thereafter, if the cure is not completed, the Lessor may terminate this Lease with fourteen (14) days notice to Lessee unless the “cause” is a fore-described hazard to the public, in which case the Lessor may terminate the Lease with five (5) days notice.
C. Notwithstanding anything to the contrary elsewhere in this Lease, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from the Lessor, cease all operations immediately and shall have no access whatsoever.
to its Leased Premises. The Lessor shall have no liability to Lessee for any claim of lost
profits, revenues or opportunities. The Lessor may, but is not obligated to, give Lessee
an opportunity to comply with the insurance requirements of this Lease. In such event,
the Lessor reserves the right to increase required policy limits and/or to require Lessee
to purchase additional types of insurance if doing so is in the interests of the public
welfare. Any cure period the Lessor gives regarding insurance may be given in
increments of one business day. Any cure period given does not obligate the Lessor to
give additional cure period(s). The Lessor shall have the option of declaring the Lessee
in default for failure to comply with the insurance requirements of this Lease. In the
event Lessee fails to provide satisfactory evidence of insurance and the Lessor has
denied access, Lessee is still liable for rent of the Leased Premises and other charges
as assessed. See Paragraph 14 for Insurance obligations for the Lessee.

D. Holding Over; Surrender of Premises. Lessee will, at the termination of this
Lease, leave the Premises in as good condition as they are in at the time of entry by
Lessee, except for reasonable use and wear, acts of God, or damage by casualty
beyond the control of Lessee. On vacating, Lessee will leave the Premises clear of all
rubbish and debris. If Lessee retains possession of the Premises or any part thereof
after the termination of the term by lapse of time or otherwise, then Lessor may at its
option within thirty days after termination of the term serve written notice upon Lessee
that such holding over constitutes (a) renewal of this lease for one year, and from year
to year thereafter, at double the rental (computed on an annual basis) specified in
Section III, or (b) creation of a month to month tenancy, upon the terms of this Lease
except at 200% the monthly rental specified rent. If no such written notice is served
then a month to month tenancy with rental as stated at (b) shall have been created.
Lessee shall also pay to Lessor all damages sustained by Lessor resulting from
retention of possession by Lessee. The provisions of this paragraph shall not constitute
a waiver by Lessor 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 Lease for a breach of any of the covenants herein.

11. LIENS AND INDEMNITY
A. Liens and Encumbrances. The Lessee will hold the Lessor harmless from all
claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of
any work or activity of Lessee on the Premises. Lessee will, within Sixty (60) days after
filing of any lien, fully pay and satisfy the lien and reimburse Lessor for all resulting loss
and expense, including a reasonable attorney's fees. Provided, however, in the event
that Lessee contests any lien so filed in good faith and pursues an active defense of
said lien, Lessee shall not be in default of this paragraph. However, in the event of any
final judgment against Lessee regarding such lien, Lessee agrees to pay such judgment
and satisfy such lien within 60 days of the entry of any such judgment.
B. If Lessee fails 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 Lessee either by a court of
competent jurisdiction or by arbitration and Lessee still persists in non-payment of the
same within the 60 day set forth above, Lessor 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 lessee 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 Lessor by Lessee.

C. Lessee shall defend, indemnify and hold harmless Lessor and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Lessee or Lessee’s subcontractors, employees, agents or subcontractors during the performance of this Lease. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Lease. Nothing contained herein shall be construed as prohibiting City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Lessee shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to City and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. All provisions of this section shall survive completion, expiration, or termination of this Agreement.

12. **NON-RENEWAL**

Notwithstanding the provision of Paragraph 2 of this Lease, the Lessor may decline to renew the Lease, upon 21 days written notice to the Lessee or sooner, if in the Lessor’s sole determination, Lessee’s use creates a hazard to the public health, welfare or safety. Lessee shall be afforded the opportunity to cure defects and/or hazards prior to non-renewal or termination of lease upon written request by Lessee and with written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and at Lessee’s own expense.

13. **COMMUNITY SERVICE**

Lessee hereby covenants and agrees to perform during the term of this Lease the Community Service responsibilities as more fully set forth and defined in Appendix B. The terms of Appendix B are incorporated herein by reference.

14. **INSURANCE LIABILITY PROVISIONS**

A. **Comprehensive General Liability Policy.** Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the Leased Premises, and the business operated by the Lessee and any subtenants of the Lessee in the Leased Premises, in which bodily injury limits and property damage limits shall be as set forth in Appendix E to this Lease. Lessee shall also insure the following indemnity provisions and such agreement shall be clearly recited in the Insurance Policy:

“Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges
imposed for any violation of applicable laws or ordinances, including, but not limited to, violations of the ADA, or for any penalty or damages imposed as a result of accidents or other occurrences, relating to Lessee’s use of the Leased Premises or the NCAC whether occasioned by neglect of Lessee or those holding under Lessee, and including, but not limited to issues arising or alleged to have arisen out of failure to comply with the ADA. The Lessee shall indemnify, protect and hold harmless the City of Evanston, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patents’ claims, suits, costs and expenses that may in anywise accrue against the City in consequence of the granting of this lease or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Lessee or his employees, if any, and the Lessee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any shall be rendered against the City in any such act, the Lessee shall, at his own expense, satisfy and discharge same."

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision stated above shall govern.

B. Certificate of Insurance. Lessee and any Sub-lessees shall furnish the original Certificate of Insurance to the Director of Parks, Recreation and Community Services or designee. The Certificate of Insurance must run concurrent with this Lease term and all terms of renewal set forth in Paragraph 2. The Certificate must name the Lessor as an additional insured with an insurance company acceptable to the Lessor and it shall be the responsibility of the Lessee to furnish the Director of Parks, Recreation and Community Services or designee with updated, original Certificates of Insurance covering the current lease term. The City of Evanston must be named as an additional insured on the Lessee’s policy and failure to do so is a material breach of this Lease. Updated Certificates must be received no later than the current Certificate expiration date held by Lessor. Lessee and Sub-lessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance Company to notify the Lessor of any changes or cancellation of Policy. The Policy will provide, in the event the insurance should be changed or cancelled, such cancellation shall not be effective until thirty (30) days after the Lessor has received written notice from the insurance company(s). An Insurance Company having less than an A plus Policyholder’s Rating established by the Alfred M. Best Company will not be acceptable. All Lessees must provide evidence satisfactory to the City of Evanston of compliance with the insurance requirements of this Lease before or at the signing of a new Lease and before renewing a Lease. Tenant shall not contract for any permanent improvements to the Leased Improvements without the Landlord’s prior written consent. If Landlord approves the improvements, the City of Evanston shall be named as an additional insured on the policy of the contractor in an amount no less than a Comprehensive General Liability limit of $3,000,000.

15. **ADDITIONAL INSURANCE**

The Lessor reserves the right to require additional insurance from Lessee and any Sub-lessees because of any increased risk, improvements made by Lessee or any Sub-lessees or liability not satisfactorily covered, in the Lessor’s sole opinion, by the above
insurance requirements, and Lessee agrees to promptly provide same.

16. **AMERICANS WITH DISABILITIES ACT ("ADA")**
All Noyes Resident Artist classes, programs and activities are subject to all applicable laws regarding non-discrimination, including the ADA. ADA prohibits discrimination on the basis of disability. Reasonable accommodations must be made in all NCAC activities and services to enable participation by an individual with a disability. Compliance with the ADA in respect to Lessee/Sub-lessee’s activities is the responsibility of Lessee/Sub-lessee.

17. **NON-LIABILITY OF LESSOR**
The Lessor will neither be liable for any damage nor loss of revenue occasioned by failure to keep the building in repair, including but not limited to: lights and fuses and any problems associated with electrical malfunctions; the heat not operating properly; any damage or loss of revenue caused or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage; the bursting, leaking or running of any pipes, tank, or plumbing fixtures, in, above, upon or about the building; any damage or loss of revenue caused or occasioned by water, snow or ice being upon or coming through the roof, skylights or trap; neglect of any owners or occupants of adjacent or contiguous property; or by public or private nuisances, regardless of cause or sources.

18. **FIRE/CASUALTY**
A. If a substantial portion of the Leased Premises or the NCAC is made untenantable by fire or other casualty, the Lessor may elect to:
   1. Provide available comparable space within the NCAC, or repair the Leased Premises within sixty (60) days. If the Lessor elects to repair the Leased Premises option but fails to repair the Premises within sixty (60) days or upon the destruction of premises by fire, the Lease term shall cease as of the date of the casualty. All outstanding debts and Rent accruing to the Lessor from Lessee prior to date of casualty whether invoiced prior to casualty or not must be paid to the Lessor. The Rent will be calculated on a per diem basis prior to the date of the casualty.
   2. To terminate this Lease as of the date of the fire or casualty by notice to the Lessee within sixty (60) days after that date, or
   3. Proceed with all due diligence to repair, restore or rehabilitate the NCAC and/or the Leased Premises at the Lessor’s expense, in which latter event this Lease shall not terminate.
   4. In the event the Lease is not terminated pursuant to these provisions, rent shall abate on a per diem basis during the period of untenantability. In the event that the NCAC or the Leased Premises are partially damaged by fire or other casualty but a substantial portion of the NCAC or the Leased Premises are not made untenantable, then the Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises or the NCAC and the rent shall abate in proportion to the non-usability of the Leased Premises during the period of untenantability. If an insubstantial portion to the Leased Premises is made untenantable, the Lessor shall have the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to Lessee within sixty (60) days after the date of fire or

LESSEE                                                                                                                      DATE
_______________________________________________________                            ____________
other casualty, in which event the rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty.

5. If the Leased Premises or the NCAC are made untenantable or not useable for the purposes allowed in this Lease, the security deposit will be refunded to Lessee if, and as a result of, war, terrorism, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, strikes, lockouts or picketing, such condition continues for a period of one week, then Lessee shall have the right to terminate this Lease retroactively as of the date of the untenantability or unusable condition, by giving the Lessor written notice and vacating the Leased Premises immediately. Such right to terminate shall be Lessee's sole remedy and under no circumstances shall the Lessor have any liability for damages of any nature whatsoever, including, without limitation, business interruption, incidental or consequential.

B. Lessee shall have no recourse for any type of compensation, damages, reimbursement, costs, or insurance proceeds whatsoever against the Lessor for any artwork or other property of any type which was lost or damaged by fire or other casualty, or for any artwork or other property of any type which remains in the Leased Premises or in or on any location owned or operated by the Lessor after lease termination or non renewal.

19. OCCUPATIONAL HEALTH AND SAFETY ACT (“OSHA”)  
Lessee covenants and agrees that the use of any and all power tools, chemicals, or other harmful or potentially harmful products, devices, or materials on the Leased Premises by Lessee, its agents, employees, students, or any individuals shall be under the care, control or tutelage of Lessee shall be governed by the Occupational Health and Safety Act of 1980 as now or hereafter as amended.

20. SECURITY DEPOSIT  
Lessee agrees to deposit with the Lessor a sum equal to one month's rent upon the execution of this Lease, as security for the full and faithful performance by Lessee of each and every term, provision, covenant, and condition of this Lease. If Lessee defaults with respect to any of the terms of this Lease including, but not limited to, payment of the rent, the Lessor may use, apply, or retain the whole or any part of the security deposit for the payment of the delinquent rent in default, or for any other sum which the Lessor may expend or be required to expend by reason of Lessee's default including, without limitation, any damages or deficiency in the re-letting of the Leased Premises whether such damages or deficiency shall have accrued before or after any re-entry by the Property's Owner. If any of the security deposit shall be so used, applied or retained by Lessor at any time or from time to time, Lessee shall promptly, in each such instance, upon rendition of an invoice and/or on written demand therefore by the Lessor, pay to the Lessor such additional sum as may be necessary to restore the security to the original amount set forth in the first sentence of this paragraph. Except as otherwise required by law, Lessee shall not be entitled to any interest on the aforesaid security. In the absence of evidence satisfactory to the Lessor of an assignment of the right to receive the security or the remaining balance thereof, the Lessor may return the security deposit to the original Lessee, regardless of one or more assignments of this Lease. Upon the transfer of the Lessor's interest under this Lease,
the Lessor’s obligation to Lessee with respect to the security deposit shall terminate upon assumption of such obligation by the transferee.

21. **ATTORNEY’S FEES**
Lessee shall pay and discharge all costs, attorney fees and expenses that shall be made and incurred by the Lessor in enforcing the agreements, including any and all litigation related matters, of this Lease and all the parties to this lease agree that the agreements herein contained shall be binding upon, apply, and inure to their respective successors and assigns.

23. **THE LESSOR’S ACCESS TO LEASED PREMISES**
The Lessor shall have the right to retain a set of keys to the Leased Premises, and Lessee shall not change any locks without the Lessor’s prior written authorization, and without providing the Lessor with keys for such new locks. The Lessee shall permit the Lessor to erect, use and maintain pipes, ducts, wiring and conduits in and through the Leased Premises. The Lessor or the Lessor's agents shall have the right to enter upon the Leased 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 decorations, repairs, alterations, improvements or additions to the Leased Premises or the NCAC as the Lessor may deem necessary or desirable, and the Property’s Owner shall be allowed to take all material into and upon Leased Premises that may be required therefore without the same constituting an eviction of the Lessee in whole or in part and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Lessee, or otherwise. If the Lessee shall not be personally present to open and permit an entry into Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefore (if during such entry the Lessor or the Lessor's agents shall accord reasonable care to Lessee's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the NCAC or any part thereof, other than as herein provided. The Lessor shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Lessee therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close entrances, doors, corridors or other facilities. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage resulting from work done by persons other than the Lessor in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

24. **NOTICES**
All notices, requests, demands and other communications which are required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5) day after mailing
if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

If to the City: Director of Parks, Recreation and Community Services  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Fax (847) 448-8051  
Phone (847) 866-2914

with a copy to: Law Department  
City of Evanston  
2100 Ridge Avenue, Room 4400  
Evanston, Illinois 60201  
Fax (847) 448-8093  
Phone (847) 866-2937

If to the Lessee: at the address first above written.

25. RIDERS
All riders attached to this Lease and initialed by the Lessor and the Lessee are hereby made a part of this Lease.

26. MISCELLANEOUS
A. Applicable Law. Lessee agrees to observe all applicable legislation and regulations in its tenancy and use of the Leased Premises. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Lease.
B. Litigation. In the event of litigation or claim(s) against the City arising out of this Lease by anyone other than the Lessee, the Lessee shall cooperate fully with the City. In the event of litigation between the parties to this lease, the parties waive trial by jury. Venue shall be within Cook County, Illinois.
C. Severability. In the event any provision(s) of this Lease are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.
D. Entire Agreement. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.

27. AMENDMENTS
This Lease may not be modified or amended except in writing signed by both parties hereto.
IN WITNESS WHEREOF, the parties have executed this lease on the 
__________________ day of ____________________, 2014.

LESSOR: CITY OF EVANSTON
an Illinois municipal corporation

By: __________________________

Its:

Print Name: _____________________ ATTEST: _______________________

City Clerk

LESSEE:

By: __________________________

Print Name: _____________________ ATTEST: _______________________

LESSEE                                                                 DATE
_______________________________________________________                            ____________
NOTE: Area marked in red on the floor plan above represents the path(s) to use during evacuation of the building in case of fire or fire alarm. See Appendix C.
Shaded areas on the floor plan(s) above represent space(s) the Lessor has agreed to lease to Lessee, to be used for: ________________________________

__________________________________________________________________

__________________________________________________________________

and reasonable related activities of Lessee with prior written approval by the Director of Parks, Recreation and Community Services or designee.
APPENDIX B
COMMUNITY SERVICE REQUIREMENTS
FOR
6/1/14 through 12/31/14

REQUIRED AMOUNT: $586.31

COMMUNITY SERVICE. Community Service activities written above must take place between 6/1/14 and 12/1/14. Community Service Proposals for subsequent one-year lease terms must be submitted in writing to the NCAC Tenants Association by November 1, 2014. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved by the NCAC Tenants Association in advance of the next term of the lease. In the event the Lessee does not satisfactorily perform said cultural Community Service, as outlined above during the term of the lease, the Lessee shall pay the Lessor a prorated sum based on the value of the outstanding requirement that shall not exceed 15% of the total annual rent. Said prorated sum will be billed to Lessee. A six-month Community Service Activity Report form must be submitted to the Director of Parks, Recreation and Community Services or designee no later June 30 and December 31 of each lease year term. Subsequent renewal of this lease shall be conditioned upon the completion of said Community Service in a manner satisfactory and acceptable to the Lessor and any other conditions as established by the Lessor and communicated in writing to Lessee. In the event fewer than all Co-lessees terminate this lease, upon request of the remaining Lessee, or the Lessor, the Director of Parks, Recreation and Community Services or designee can require the terminating Lessee to perform its obligated Community Service requirements prior to the termination date. If the terminating Lessee does not perform its obligated Community Service requirements prior to Lease termination, the terminating Lessee will be billed, and must pay prior to termination, the sum of the unperformed community service obligation and any other charges accrued to Lessee or accrued by the Lessor as a result of unperformed obligations.
APPENDIX C
RULES AND REGULATIONS OF THE NOYES CULTURAL ARTS CENTER

CONDITIONS: Lessee and its staff, students, visitors, and patrons agree to follow and obey the General Rules and Regulations of the Noyes Cultural Arts Center (NCAC). Said Rules and Regulations are listed below and subject to modification as distributed and/or posted.

1. REQUIRED USAGE. Each Leased Premises is required to be used a minimum of 25 hours per week. A six-month report certifying tenancy of 25 hours per week must be submitted to the Director of Parks, Recreation and Community Services or designee no later June 30 and December 31 of each lease year term. Failure to provide the required reports and/or meet minimum requirements for use of the Leased Premises will be grounds for termination of lease.

2. SURCHARGE.
   A. 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 lease 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.

   B. 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 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 Service obligations assessed to Lessee will not decrease as a result of a sublease.

3. RESIDENT. For purposes of this Lease, an individual is a “resident” of Evanston if his/her current driver’s license and voter registration card shows an Evanston address. Parties must notify the Director of Parks, Recreation and Community Services or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks, Recreation and Community Services or designee anytime, Lessee must promptly present a current driver’s license, voter registration card, utility bill and any other proof of residency required by the Lessor. Failure to submit notification of a non-Evanston residency will result in a retroactive assessment to include applicable late fees for each month or portion of any month for which a non-Evanston residency was established.

4. NOYES CENTER NOTICES AND SIGNAGE. Lessees wishing to have banners hung, notices displayed, or other material(s) displayed on poles or in the public areas of
the NCAC or grounds including Tallmadge Park and all public area activities announcement bulletin board(s), doors or walls must obtain prior written approval from the Director of Parks, Recreation and Community Services or designee before having material(s) hung or displayed. Lastly, the Lessee and any sub-Lessees acknowledge that the City’s Fire Ordinance Title 4, Chapter 12, other applicable provisions within the City Code, and the Parks, Recreation and Community Services Department’s Banner Policy govern the activities listed.

5. **SMOKING.** Smoking is prohibited in or within 25 feet from the entrance of the NCAC by the City Code. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

6. **ALCOHOL.** The consumption of alcohol in the NCAC is permitted, pursuant to a Class Z3 or Class Z4 liquor license as stated in the Evanston City Code. Such special one-day licenses shall be issued subject to the conditions more fully stated in the City Code and incorporated herein as if fully stated.

7. **ACCIDENTS & POLICE REPORTS.**
   A. Any incident or injury involving persons at the NCAC (whether medical attention is received or not given), while attending an activity under the direction of Lessee and/or staff member of Lessee, or pre-approved user by the Lessor whether occurring in a Lessee’s studio space, Community Use Rental space or public area of the NCAC, must be reported on an Accident Report form obtained at the administrative office of the NCAC. Such reports are to be submitted to the Director of Parks, Recreation and Community Services or designee no later than 5 p.m. on the next City of Evanston business day or sooner following the accident.
   B. Lessee is responsible for reporting to the Director of Parks, Recreation and Community Services or designee no later than the next City business day all incidents under the direction of Lessee and/or staff member of Lessee, occurring at the NCAC and/or on the NCAC grounds (Tallmadge Park adjacent to the NCAC) which result in a Police Report being made by the Evanston Police Department. Upon completing the Police Report, the Lessee must obtain from the Reporting Officer a card bearing the case number and a copy of the Police Report, and submit it to the Director of Parks, Recreation and Community Services or designee not later than 5 p.m. on the next City of Evanston business day or sooner after the Police Report is available.

8. **OBSTRUCTIONS.**
   A. Lessee will not use, or store at any time, any belongings in any non-leased space, or public areas of the NCAC without prior written consent of the Director of Parks, Recreation and Community Services or designee, or in any leased or non-leased space in violation of City of Evanston Fire Prevention Code F-601.1 “Obstructions,” as it may be subsequently amended: “A person shall not at any time place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire. The means of egress from each part of the building, including stairways, egress doors and any panic hardware installed thereon, aisles, corridors,
passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions.” Failure to observe the provisions of this paragraph may subject the Lessee to a fine of up to $750.00 per day/per violation and/or to non-renewal of this lease.

B. Lessee will not display its furnishings in any non-leased space without prior written approval of the Director of Parks, Recreation and Community Services or designee, and will not allow its staff, students, patrons or participants to conduct any practice event or events related to Lessee’s activities in the public areas of the NCAC. Failure to comply with this provision may result in the City's refusal to renew this lease for a second and/or third term.

9. INTERFERENCE/TENANTS. Lessee covenants and agrees that Lessee will exercise all due caution, care and control to prevent any interference on the part of Lessee, its agents, employees, students, or other individuals under the care, control or influence of Lessee, with the practice of art by other tenants in the NCAC building. Lessee recognizes that, due to the use of the building wherein the leased premises are located as a cultural arts center, an extraordinary amount of patience and consideration must necessarily be exercised by all parties to promote the creation of art.

10. TIME OF USE. The NCAC building will be locked at all times when not open in accordance with the schedule posted in this lease. Access to the building by Lessee, its employees, agents, guests, students, or any other individual who shall seek access to the building by nature of their relationship with Lessee, shall be limited to the hours designated by the Lessor for the NCAC’s building’s use. Exceptions to this provision may be made in extraordinary circumstances where Lessee applies in writing, in advance to Director of Parks, Recreation and Community Services or designee. Lessee will have the right to use its Leased Premises only during normal hours and days of operation of the NCAC. Said normal hours may be changed by the Lessor. In the event of such changes, resulting in a reduction of hours, Lessee will not be entitled to a reduction in rent or Community Service obligations. Unless required by the City’s best interests or particular existing conditions the open hours between 7:30 a.m. and 11:00 p.m. on Monday through Saturday and between 10:00 a.m. and 6:00 p.m. on Sunday.

The Center will be closed on holidays/days as observed by the City of Evanston. Lessee understands and agrees that Lessee’s rent will not be reduced for the weeks in which the aforesaid holidays occur. The Director of Parks, Recreation and Community Services or designee will notify Lessee of additional dates the NCAC will be closed in addition to those dates stated in Appendix C. The Lessee may, by written arrangement with the Director of Parks, Recreation and Community Services or designee, use the Leased Premises or other rental spaces during other than normal hours and days of operation. In this event, Lessee will pay for overtime custodial charges necessary to keep/have the NCAC open beyond normal building hours in addition to a $66.00 service fee utility charge and rental charges associated with rental space and equipment if applicable.
11. ACCESS AND KEYS.
A. If access is to be gained to Lessee’s studio(s) by individuals other than the Lessee, the Lessee is required to submit an “Access Form” available at the office, authorizing access for that individual. Lessee will forever hold the Lessor harmless for any actions and/or omissions of individuals, and for any damage to, or loss of, contents of Lessee’s studio(s), mail or mailboxes.
B. Keys to the Leased Premises are available at the office of the Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See Lease Paragraph 9. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the NCAC will maintain records of all keys issued and returned. Keys will only be ordered and issued when the office receives a written request from the Lessee or by those names listed on Lessee’s prior written authorization. The Lessee or its authorized agent will receive notification when keys are ready to be picked up. Only the individual receiving the key(s) can sign for that key(s). There will be a $5.00 charge per key for all keys except in cases where the Lessor incurs a charge more than $5.00 per key to reproduce. Payment(s) for keys must occur at the time the individual receives the key(s). Upon lease termination date, in compliance with the Lease terms, Lessee will pay any cost relating to the lock/core repair or replacement if the Lessor requests this change or if all keys issued under Lessee’s or Lessees’ designees authorization are not returned or anytime during this lease if the Director of Parks, Recreation and Community Services, or designee, determines that any such replacement is necessary. No part of Lessees’ security deposit will be returned until all property of the City of Evanston has been returned and all obligations are fulfilled in accordance with the provisions recited in this lease.

12. STORAGE, DANGEROUS MATERIALS.
A. It shall be unlawful and shall constitute grounds for immediate termination of this lease if Lessee engages in any activity involving the handling, storage, or use of materials or substances which are flammable or of materials, substances, or devices which are hazardous, as defined in section F2302.0 of the BOCA National Fire Prevention Code of 1993, or to maintain, store, or use any such flammable or hazardous materials or to conduct processes producing such flammable or hazardous conditions, except with the prior written request and prior written approval of the Director of Parks, Recreation and Community Services or designee, and the Evanston Fire Department, and in accordance with all applicable legislation. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.
B. Lessee will not use or permit the use or storage on the premises of materials for which ventilation is required for safe usage without the prior written consent of the Lessor or the Director of Parks, Recreation and Community Services or designee. Lessee will store all potentially dangerous and/or flammable materials in a fireproof cabinet(s) and/or fireproof container(s) at all times when not in use. The decision of the Lessor or Director of Parks, Recreation and Community Services or designee, with reference to the nature of the materials and its safe usage shall be conclusive. The Director of Parks, Recreation and Community Services or designee and/or Fire
Department officials will perform unannounced periodic fire/safety inspections in all leased spaces for compliance. All Lessees must grant access for same. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

13. DISPOSAL OF REFUSE
It is the responsibility of the Lessee to discard its own refuse into the exterior dumpster that does not fit in a standard 20" X 15" trash receptacle. The City of Evanston is not equipped to and does not pick up construction debris to include drywall or cement. However as a courtesy to Lessee, the City will allow Lessee to discard its refuse specified in this paragraph. The City reserves the right to not provide this service at any time during this Lease. Lessee will observe the following guidelines:
All refuse must be bagged to prevent blowing or scattering. At no time will Lessee discard refuse in the City dumpsters causing the dumpster to total over 500 lbs. per refuse pick-up by the City. The City will accept scrap metal; scrap metal and bulk pick ups are by appointment and are not collected by the regular crew. It is the Lessee's responsibility to notify the Department of Public Works to pick up any refuse that is placed outside the dumpster. The weight of the scrap metal will not be added to the refuse weight placed in the dumpsters. All items including wood to be discarded must be broken up into sizes not to exceed 2' x 2' x 2'.

At no time will Lessee be permitted to discard any bulk wood (tree branches, tree stumps, larger than 3 inches in diameter) or ANY hazardous waste including but not limited to: gas, oil, asbestos, car parts, tires, aerosol paints, cleaning products, drain cleaners, fluorescent lamp bulbs, oil-based paints, household batteries, insecticides, paint thinners, solvents, used motor oil and herbicides, latex paints, fire extinguishers, fireworks, lead-acid batteries, or smoke detectors.

14. SPACE HEATERS. Lessee shall abide by the manufacturer's safety information before using a space heater. Heaters shall have the UL, FM or other testing agency label. Space heaters shall have tip-over protection: audible alarm or automatic shut off. Do not leave the heater unattended. Space heaters shall have safety features if the device overheats. In addition, space heaters will not be used in conjunction with extension cords. When operating, space heaters must have at least three feet of clear, unobstructed space in all directions. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

15. COMBUSTIBLES. All combustibles are to be kept a minimum of three feet away from electrical equipment. All combustible and flammable materials shall be stored in accordance with Fire Code. It is the responsibility of the Lessee to provide the appropriate storage cabinets. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

16. EXTENSION CORDS. Extension cords are permitted as long as acceptable load
limits are not exceeded. “Fire Prevention Code Section F-310.5 Extension Cords: Extension cords and flexible cords shall not be a substitute for permanent wiring.” If space heaters are continued to be used, permanent wiring shall be installed. Surge protectors can be used only in relation to operation of office computer-related equipment.

17. FIRE EVACUATION PLAN. It will be the Lessee’s responsibility to post in its studios a copy of the fire evacuation plan and to inform its studio users of the evacuation plan. When the Fire Alarm sounds, whether it is a fire, false alarm, or fire drill, everyone is to evacuate the NCAC immediately and safely. Leased spaces are to be left unlocked in case fire fighters need access. The meeting place during fire emergencies is Tallmadge Park, just north of the NCAC parking lot. Individuals other than the Fire Department and designated authorities are not to block and/or occupy the parking lot, pavement areas or sidewalks around perimeter of the NCAC. Everyone is to remain on the Tallmadge Park grounds grass area until advised otherwise by either the Fire Department or Staff. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

18. ELEVATOR AND CHAIR LIFT. The Elevator and chair lift are to be used to transport passengers only.

19. LESSEE/CO-LESSEE. In the event a Co-lessee (not Sub-lessee) terminates its lease, the Lessor will determine if the space will be put on the market for lease or accept the remaining party as the sole Leaseholder of the space. The remaining party can request approval from the City of Evanston that another party be approved to either sublease or co-lease for the duration of the lease term or shorter term. All guidelines outlined in the NCAC’s studio application packet must be adhered to. Full compliance includes full payments for security deposits, Community Service activity and rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks, Recreation and Community Services or designee’s direction or upon the request of the remaining Lessee, the Director of Parks, Recreation and Community Services or designee can require the terminating Lessee to perform their obligated Community Service requirements at an arranged rescheduled time or prior to terminating and/or prior to the lease termination date. If the terminating Lessee does not perform its obligated Community Service requirement, the terminating Lessee will be billed and will promptly pay the sum of the unperformed obligation.

20. ABANDONMENT. Lessee is required to notify the Director of Parks, Recreation and Community Services or designee if Lessee will not occupy its studio for more than seven consecutive days. If the Lessee abandons the unit for thirty (30) consecutive days or more, the Lessor shall attempt to rent the unit at the current rental rate. This shall include the acceptance of reasonable subleases. If the Lessor succeeds in renting the unit at the current rental rate, the abandoning Lessee shall be liable for the amount due from the date of abandonment to the new rental agreement approved by the
Lessor. If the Lessor is unsuccessful at re-renting the unit, the abandoning Lessee shall be liable for rent due for the period of the rental agreement. In either event, the Lessee shall be liable for all expenses incurred by the Lessor or imposed by the Lessor as a result of Lessee’s abandonment or non-use of space.

21. PARKING REGULATIONS. Annual parking permit fees will be billed separately in monthly installments to the Lessee and are to be paid on or before the first of each month. Parking permit fees are not prorated. All annual parking permits issued will be billed for the entire year 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) either the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof by a bill of sale is produced as evidence of no longer owning the vehicle.

Monthly and annual parking permits for the NCAC parking Lot #51 are authorized only for Leaseholders, Sub-lessees, staff and/or students attending classes at Noyes on a regular basis. 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 are limited to attendance at the NCAC. 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 the Leaseholder or the Leaseholder’s prior written and arranged designee, 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 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. Lessee understands, and will inform its staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Resolution of all parking citations issued to Lessee for the NCAC lot is a prerequisite to renewal of this Lease.
Appendix D
Lessee Costs Associated with Lease

1. Community Use Spaces. Lessee shall have the right to use only the Leased Premises described on page #1 in the lease for the operation of its day-to-day activities as written in Appendix A. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks, Recreation and Community Services or designee, make use of certain other areas, i.e., the Theatre, Studio #106 or the Noyes Center Galleries (see info on Gallery usage below) or other areas on a fee basis (see fee matrix attached for Lessee rates). Lessees using the above spaces for purposes other than arts activities as written in Appendix A may be required to provide additional insurance. When the use of said areas involves the execution of a Community Service project and when the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks, Recreation and Community Services or designee upon written request and prior approval for the arrangement. Rental cost of Community Use space waived will not be in excess of the dollar value of the required Community Service project. See Appendix B.

2. Noyes Center Gallery. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks, Recreation and Community Services or designee, make use of the Noyes Center Gallery(ies) on a fee basis at established rates. If the use of said areas involves the execution of a Community Service project where the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks, Recreation and Community Services or designee upon written request and prior approval for the arrangement, made at the time the Community Service project is proposed. In extenuating circumstances a request may also be made at least thirty (30) calendar days before the Community Service project.

3. Utilities.
A. The Lessor agrees to pay all water, gas and electricity charges (except for air conditioning), however, additional fees as listed on the attached fee matrix (see Appendix D, Page 3) could apply anytime and/or if excessive usage as determined by the Property’s Owner occurs any time during the term of the Lease.
B. Lessees will be billed for the use of air conditioners and air-handling units. The fees are assessed for the months of June, July, August and September. The monthly fee assessment applies to each air conditioning and/or air handling unit used in each studio. Window air-conditioning units must be removed if not in use, and window, window sills, frames, glass and screens must be restored to their original condition with the same material and quality as that installed at time of occupancy, and at Lessee’s expense. Square footage will not be combined to calculate the use of air conditioners for more than one leased space. Fees will not be prorated for partial month’s use of air conditioners or air handling units. Additional monthly fees will be assessed to Lessee if air conditioners and/or air handling units are used during other months and will not be prorated. Air conditioner units can be left in windows if prior written permission is
obtained from the Director of Parks, Recreation and Community Services or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by the Lessor. Failure to remove air-conditioning units from October 1 through May 31 of each year will result in an assessment of usage charge for each month or any portion of a month the air-conditioning units are installed. See attached Appendix D utility fees and other charges associated with NCAC.

C. Additional services such as charges for use of phone service (landline and cell phone) and cable television will not be provided at Lessor expense. If necessary, the Lessor acknowledges and agrees that if he/she seeks to have a new service (cable, phone, etc.) provided to the NCAC for the use in their Lease Premises, the Lessee will follow the proper City procedures and obtain the necessary approvals prior to the installation of the service.

4. ASSOCIATED EXPENSES. If for any reason attributable to Lessee or those holding under Lessee, a Noyes staff member, Facilities Management staff, contractor/sub-contractor, or agent of the City of Evanston has to return to the building on holidays or after the employee’s normal work shift(s), Lessee will incur the cost of that employee’s salary, plus any charges imposed on or billed to the City of Evanston by service agencies such as the security alarm contractors, the Evanston Police and/or Fire Department, or any other charge the City incurs as a result of such extra work. Lessee shall pay all costs associated with, but not limited to: telephone installation(s) or other telephone service(s), parking permits, custodial and/or staff overtime charges, and other charges as outlined in this lease or necessitated by the nature of Lessee’s/Sub-lessee’s activities or actions. Prior written approval is needed from the Director of Parks, Recreation and Community Services or designee to perform any licensed trade work, such as but not limited to: additional electrical power provided to Lessee’s studio(s), installation or relocation of electrical outlets, plumbing, carpentry work, set building for performance productions, any and all construction of temporary or permanent installations connected to or resting on the foundations walls, ceilings, floors and/or existing surfaces prior to and during Lessee’s lease of the space. All such work must be performed pursuant to applicable permits and in accordance with all applicable legislation. Lessee’s failure to obtain prior written approval and/or applicable permits before performing any licensed trade work may at the Lessor’s option constitute a material breach of this Lease and result in termination of this lease.
APPENDIX E

INSURANCE REQUIREMENTS

Noyes Lease for Term: 6/1/14 through 12/31/14

Lessee shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the minimum coverage with insurance company acceptable to the City’s Law Department.

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<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tr>
<td>Thirty day notice of cancellation</td>
<td>Bodily Injury and Property Damage</td>
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<td>Required on all certificates</td>
<td>Consequent Death</td>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tbody>
<tr>
<td>Commercial General Liability including:</td>
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<tr>
<td>1. Comprehensive form</td>
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<tr>
<td>2. Premises – Operations</td>
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<td>3. Explosion &amp; Collapse Hazard</td>
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<td>4. Underground Hazard</td>
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<td>5. Products/Completed Operations Hazard</td>
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<td>6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the “indemnity” language set forth in the Lease.</td>
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<tr>
<td>7. Broad Form Property Damage – construction projects only.</td>
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<td>8. Independent Contractors</td>
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<td>Automobile Liability</td>
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<td>Owned, Non-owned or Rented (as related to Tenant’s activities for leased space)</td>
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<tr>
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<td>As required by applicable laws.</td>
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<tr>
<td>Employer’s Liability</td>
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For Human Services meeting of July 7, 2014  
Business of the City by Resolution 53-R-14  
For Action

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 53-R-14

Date: July 7, 2014

Recommended Action:
Recommend City Council approval of Resolution 53-R-14 authorizing the City Manager to enter into agreements for 8 month lease term for the artist leases for spaces at the Noyes Cultural Arts Center.

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

Summary:
The studio leases are for an eight-month term (05/01/2014-12/31/2014). The lease agreements for the resident artist studios at the Noyes Cultural Arts Center (NCAC) are renewed annually to allow the option for fee increases and to gain approval of the tenants’ current year community service proposals. This lease term is set to begin on May 1, 2014 and will run for eight months through December 31, 2014 as the process was delayed with the Noyes Tenant Association and Arts Council recommendations. The 2013 leases were extended through April 30, 2014 at the 2013 rates. The proposed 2014 eight month lease rates include a three percent increase from 2013.

For the term beginning on May 1, 2014, Actor’s Gymnasium, Inc. will rent the Great Hall, storage space and office space room 100. This is a new office space as the City of Evanston staff has moved to the Civic Center and the large administrative office has been retrofitted and now serves as Rooms 100 and 101. Actors Gym will rent Room 100. Room 101 is being used by City staff: Fleetwood Jourdain Theatre and arts summer camp.

Based upon these amendments there will potentially be three vacant spaces available for rent at Noyes: B11, studio 109 and studio 108. These will be discussed at the City Council meeting in September City Council Meeting.

Attached materials for review and recommendation:

- Resolution 53-R-14
- Copy of Studio Master Lease
A RESOLUTION

Authorizing the City Manager to Execute a Renewal Lease Agreement with The Actor’s Gymnasium, Inc. for Theater and Studio Space at the Noyes Cultural Arts Center

WHEREAS, the City of Evanston (“City”) owns certain real property, including the property commonly known as the Noyes Cultural Arts Center (“NCAC”) at 927 Noyes Street, Evanston, Illinois; and

WHEREAS, the City leases space in the NCAC to resident artists and groups including The Actor’s Gymnasium, Inc. (“Actors Gym”), an Illinois non-for-profit corporation; and

WHEREAS, on February 11, 2013, the City Council adopted Ordinance 16-O-13, which approved the lease of the Great Hall and storage space to Actors Gym (the “Lease”); and

WHEREAS, the City and Actors Gym desire to enter into a renewal agreement to reflect changes in rent and studio space being utilized; and

WHEREAS, the City Council finds it to be in the best interest of the City to continue to lease NCAC Great Hall, studio and storage space to Actors Gym, and to negotiate and execute a renewal lease agreement with Actors Gym,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a renewal lease agreement (the “Renewal Agreement”) by and between the
City of Evanston and the Actors Gym, which is attached hereto as Exhibit “1” and incorporated herein by reference.

**SECTION 2:** The Renewal Agreement reflects a 3% increase in the rental rate commencing June 1, 2014, updates the Noyes Cultural Arts Center Property Fees schedule, substitutes the use of Room 104 studio to Room 100 for the Renewal Agreement, and all other terms remain the same with this Renewal Agreement.

**SECTION 3:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Renewal Agreement as he may determine to be in the best interests of the City.

**SECTION 4:** This Resolution 53-R-14 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: _____________________, 2014
EXHIBIT 1

RENEWAL LEASE AGREEMENT
This Master Studio Lease Agreement (the “Lease”) is executed on the __________ day of __________, 2014, by and between The City of Evanston, an Illinois municipal corporation and a home rule unit of the State of Illinois ("Lessor"), and The Actors Gymnasium ("Lessee"), an arts organization. The Lessor and the Lessee shall be collectively referred to as the “Parties.”

1. **RENTAL RATE**
   A. Lessee will pay Lessor the rental rate of $1,076.36 per month and due on or before the 1st day of each month for the initial term of the Lease, as defined in Paragraph 2 (the “Rent”).
   B. LATE CHARGES. Late fees will be assessed for rent due and owing to Lessor and all other invoiced charges in the amount of 10% of the invoice or $50.00, whichever is greater. Late fees only apply if the administrative office of the Cultural Arts Division or the Department of Parks, Recreation and Community Services receives payment AFTER 5:00 p.m. on the fifth day of each month for rent and/or if payment is received after 5:00 p.m. on the due date as specified on the invoice for all other charges. Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.
   C. The Lessee is liable for all lease fees, including any late fees or fees for additional services, and for any damage, upkeep or losses to the Noyes Cultural Arts Center (“NCAC”) to the building, furniture, personal property or equipment caused or attributable in any way to Lessee, Lessee’s invitees, Lessee’s agents or employees, during the Lease Term. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. The Lessor may bill other charges separately. See Appendix D.
   D. All payments shall be paid to: City of Evanston Parks, Recreation and Community Services Department
   Lorraine H. Morton Civic Center
   2100 Ridge Avenue, Room 1100
   Evanston, IL 60201

2. **TERM OF LEASE**
   A. The term of this Lease will be for 8.5 years and will commence on June 1, 2014 and will terminate on December 31, 2023.
   B. Initial Term. The initial term will commence on June 1, 2014, and will continue through December 31, 2014.
   C. If Applicable, Terms of Lease Continuation: All lease provisions shall remain the same through the lease termination date, except that 1) all applicable new legislation shall be herein incorporated into the terms of the Lease by reference as though specifically stated; 2) Community Service requirements between Lessee and the Lessor shall be renegotiated; 3) the Rent shall increase by an amount to be determined solely by the Lessor in consultation with the NCAC Tenants Association, but not to exceed ten percent (10%) of the previous year’s monthly Rent, and 4) the Lessor reserves the right to revise the Lessee’s insurance requirements as to type(s) of coverage and policy

LESSEE                                                                                                                      DATE
amounts. The Parties acknowledge and agree that the leased spaces at the NCAC are leased below market rental rates for comparable spaces. Prior to execution of this Lease, and within 10 days of the first month of any beginning term of this Lease, all Lessees must provide the Lessor with a copy of their Annual Charitable Organization Report Form AG900-IL filed with Illinois Attorney General (if not-for-profit) or Federal Income Tax Return 1040 Schedule C, 1120-S or 1065 (if for-profit). Lessor reserves the right to not renew the Lease Agreement, see Paragraph 12.

3. **LEASED PREMISES**
Lessor leases to Lessee the workspace (the “Leased Premises”), situated at 927 Noyes, Suite 100, Evanston, Illinois 60201. The Leased Premises are part of a cultural arts center containing other leased spaces, a parking area and common facilities. The commercial center is known as the Noyes Cultural Arts Center. The term "Common Facilities" as used in this Lease will include those facilities within the Noyes Cultural Arts Center for the nonexclusive use of Lessee in common with other authorized users, and includes, but is not limited to, sidewalks, planted areas, open means of ingress and egress, and the parking area.

4. **MOVING**
If the Lessor requires vacation of the Leased Premises and/or relocation within the NCAC, excluding an emergency, the Lessor will give Lessee at least sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving Lessee’s equipment, personal property, and other items (excluding computers, wiring, and telephones) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or if Lessee/Sub-lessee does not accept the space offered by the Lessor, Lessee/Sub-lessee will vacate the Leased Premises by the end of the 60-day notice period. If Lessee fails to vacate by the date determined in writing from the Lessor, Lessee will be charged a $25.00 per day storage fee or a daily storage fee based on the per diem cost of the leased space whichever is greater.

5. **CONDITION AND UPKEEP OF LEASED PREMISES**
Lessee represents that it has examined the Premises, and has received the Premises in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or its agent prior to or at the execution of this Lease that are not herein expressed or endorsed hereon. The Lessee’s taking possession shall be conclusive as evidence against the Lessee that the Leased Premises were in good order and satisfactory condition when the Lessee took possession except for a list of items to be completed or repaired, signed by the Lessor and Lessee prior to Lessee’s occupancy. No promise by the Lessor or the NCAC staff to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation has been made by Lessor or the NCAC staff to Lessee respecting the condition of the Leased Premises unless the same is expressly contained herein.
6. CARE, MAINTENANCE AND CUSTODIAL SERVICES
A. The Lessee shall, at the Lessee's own expense, keep the Leased Premises in good condition and shall pay for the repair of any damages caused by the Lessee, its agents, employees or invitees. The Lessee shall keep the Leased Premises in clean condition and presentable to the public. The Lessee shall pay the Lessor for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations, decorating or other work in the Leased Premises are not made during ordinary business hours at the Lessee's request.
B. Lessee will keep the Leased Premises, including all walls, surfaces and appurtenances, in good repair. At no time shall Lessee move, remove, handle, injure or disturb any property not theirs on or in the Leased Premises. Lessee shall be responsible for repairs, damages and losses for damages sustained outside the Leased Premises attributable to Lessee’s activities or invitees. All damage must be reported in writing to the Director of Parks, Recreation and Community Services, or his or her designee, by the next City of Evanston business day. Repairs by Lessee 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. If Lessee fails to make the necessary repairs by the date determined by the Lessor, the Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon presentation of an invoice by the Lessor to the Lessee. The Lessor may terminate this Lease for Lessee's failure to make the necessary repairs by the due date. Lessees are required upon lease termination to leave space in the same or better condition than at beginning of lease. Normal wear and tear excepted. See Appendix C.

7. MACHINERY, HOUSING ACCOMODATIONS, INFLAMMABLES, WATER
A. Unless the Lessor gives prior written consent in each and every instance, the Lessee shall not: install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Leased Premises; carry on any mechanical business in the Leased Premises, use the Leased Premises for housing accommodations, lodging, or otherwise for sleeping purposes, do any cooking therein, install or permit the installation of any vending machines, use any illumination other than electric light, use or permit to be brought into the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or use any explosive or other articles hazardous to persons or property.
B. The Lessee shall not waste water by tying, wedging or otherwise fastening open, any faucet.
C. The Lessee shall not install in the Leased Premises any equipment which uses a substantial amount of electricity without the prior written consent of the Lessor.
8. **ALTERATIONS**

A. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or to the NCAC, or do any nailing, boring or screwing into the ceilings, walls or floors, without the Lessor's prior written consent in each and every instance. Unless otherwise agreed by the Lessor and Lessee in writing, all such work shall be performed either by or under the direction of the Lessor, but at the cost of Lessee. The Lessee shall furnish the following to the Lessor for approval before commencement of the work or delivery of any materials onto the Leased Premises or into the Noyes Cultural Arts Center:
   1. plans and specifications;
   2. names and addresses of contractors;
   3. copies of contracts;
   4. necessary permits including, but not limited to, electrical;
   5. indemnification in form and amount satisfactory to the Lessor and certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions and naming the Lessor as an additional insured.

B. The Lessor's decision to refuse or approve such consent shall be conclusive. Whether the Lessee furnishes the Lessor the foregoing or not, the Lessee hereby agrees to hold the Lessor and its respective agents and employees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Any mechanic's lien filed against the Leased Premises, or the NCAC of which the same form a part, for work claimed to have been furnished to the Lessee shall be discharged of record by the Lessee within ten (10) days thereafter, at the Lessee's expense, see Paragraph 11 for further terms. Upon completing any alterations or additions or at the request of the Lessor, the Lessee shall furnish the Lessor with contractors' affidavits and full and final waivers of lien(s) and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, state and federal laws and regulations and other requirements of any pertinent governmental authority. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

C. All additions, decorations, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises, whether placed there by the Lessee or by the Lessor, shall, unless the Lessor requests their removal, become the Lessor's and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to the Lessee. If, upon the Lessor's request, the Lessee does not remove said additions, decorations, fixtures, hardware, non-grade fixtures and improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.

**LESSEE**

**DATE**
9. LIMITATION ON SUBLEASES
A. Lessee must obtain prior approval for any and all subleases of the Leased Premises from the NCAC Tenants Association. Lessee may sublease their space as desired, provided that the sublease does not exceed six months in any given one-year lease term. Subleases must be submitted in writing to the Director of Parks, Recreation and Community Services, or his or her designee. No locks or similar devices, other than those provided by the Lessor, shall be attached to any door.
B. This Lease may not be assigned by either party without the prior written consent of the Lessor.
C. Lessee understands and agrees that the NCAC and the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, or hazardous actions and/or words are prohibited. Any violation of this provision may, at the Lessor’s option, be a material breach of the Lease.
D. Lessee shall not permit any alteration, renovation, installation, or addition to any part of Leased Premises, or in the public areas of the NCAC, except by the prior written consent of the Director of Parks, Recreation and Community Services or designee. The cost of all such alterations and additions to said Leased Premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide the Lessor in advance of such work with insurance in type, form and amount satisfactory to the Lessor. Fixtures shall remain for the benefit of the Lessor unless the Lessor determines otherwise prior to installation, and notifies Lessee in writing of said determination. Improvements made by the Lessee to the studio are fixtures if they require removal and/or replacement of an existing fixture, or installation into or on the foundation, walls, ceiling, floors or windows.

10. TERMINATION
A. Any party hereto may terminate this Lease for any reason upon written notice to the other party hereto, said notice to be delivered not less than sixty (60) days prior to the first day of the month of the contemplated termination.
B. The Lessor may also terminate this Lease for cause. “Cause” is a material breach of the Lease by the Lessee, including, but not limited to failure to pay rent; failure to provide all required insurance and indemnity; performances and actions inconsistent with the public ownership of the Leased Premises; and actions which create or may create a hazard to the public health, welfare and safety. The Lessor will provide Lessee an opportunity to cure any default (the “Cure Period”). The Cure Period may be up to 30 days; however, a method and schedule to cure must be provided to the Director of Parks, Recreation and Community Services in writing within 24 hours of the next business day of the Lessor’s notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period, but subject to the discretion of the City. Thereafter, if the cure is not completed, the Lessor may terminate this Lease with fourteen (14) days notice to Lessee unless the “cause” is a fore-described hazard to the public, in which case the Lessor may terminate the Lease with five (5) days notice.
C. Notwithstanding anything to the contrary elsewhere in this Lease, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from the Lessor, cease all operations immediately and shall have no access whatsoever
to its Leased Premises. The Lessor shall have no liability to Lessee for any claim of lost
profits, revenues or opportunities. The Lessor may, but is not obligated to, give Lessee
an opportunity to comply with the insurance requirements of this Lease. In such event,
the Lessor reserves the right to increase required policy limits and/or to require Lessee
to purchase additional types of insurance if doing so is in the interests of the public
welfare. Any cure period the Lessor gives regarding insurance may be given in
increments of one business day. Any cure period given does not obligate the Lessor to
give additional cure period(s). The Lessor shall have the option of declaring the Lessee
in default for failure to comply with the insurance requirements of this Lease. In the
event Lessee fails to provide satisfactory evidence of insurance and the Lessor has
denied access, Lessee is still liable for rent of the Leased Premises and other charges
as assessed. See Paragraph 12 for Insurance obligations for the Lessee.

D. Holding Over; Surrender of Premises. Lessee will, at the termination of this
Lease, leave the Premises in as good condition as they are in at the time of entry by
lessee, except for reasonable use and wear, acts of God, or damage by casualty
beyond the control of Lessee. On vacating, Lessee will leave the Premises clear of all
rubbish and debris. If Lessee retains possession of the Premises or any part thereof
after the termination of the term by lapse of time or otherwise, then Lessor may at its
option within thirty days after termination of the term serve written notice upon Lessee
that such holding over constitutes (a) renewal of this lease for one year, and from year
to year thereafter, at double the rental (computed on an annual basis) specified in
Section III, or (b) creation of a month to month tenancy, upon the terms of this Lease
except at 200% the monthly rental specified rent. If no such written notice is served
then a month to month tenancy with rental as stated at (b) shall have been created.
Lessee shall also pay to Lessor all damages sustained by Lessor resulting from
retention of possession by Lessee. The provisions of this paragraph shall not constitute
a waiver by Lessor 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 Lease for a breach of any of the covenants herein.

11. LIENS AND INDEMNITY

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

B. If Lessee fails 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 Lessee either by a court of
competent jurisdiction or by arbitration and Lessee still persists in non-payment of the
same within the 60 day set forth above, Lessor 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 lessee 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 Lessor by Lessee.

C. Lessee shall defend, indemnify and hold harmless Lessor and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Lessee or Lessee’s subcontractors, employees, agents or subcontractors during the performance of this Lease. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Lease. Nothing contained herein shall be construed as prohibiting City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Lessee shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to City and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. All provisions of this section shall survive completion, expiration, or termination of this Agreement.

12. NON-RENEWAL
Notwithstanding the provision of Paragraph 2 of this Lease, the Lessor may decline to renew the Lease, upon 21 days written notice to the Lessee or sooner, if in the Lessor’s sole determination, Lessee’s use creates a hazard to the public health, welfare or safety. Lessee shall be afforded the opportunity to cure defects and/or hazards prior to non-renewal or termination of lease upon written request by Lessee and with written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and at Lessee’s own expense.

13. COMMUNITY SERVICE
Lessee hereby covenants and agrees to perform during the term of this Lease the Community Service responsibilities as more fully set forth and defined in Appendix B. The terms of Appendix B are incorporated herein by reference.

14. INSURANCE LIABILITY PROVISIONS
A. Comprehensive General Liability Policy. Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the Leased Premises, and the business operated by the Lessee and any subtenants of the Lessee in the Leased Premises, in which bodily injury limits and property damage limits shall be as set forth in Appendix E to this Lease. Lessee shall also insure the following indemnity provisions and such agreement shall be clearly recited in the Insurance Policy:

“Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges
imposed for any violation of applicable laws or ordinances, including, but not limited to, violations of the ADA, or for any penalty or damages imposed as a result of accidents or other occurrences, relating to Lessee’s use of the Leased Premises or the NCAC whether occasioned by neglect of Lessee or those holding under Lessee, and including, but not limited to issues arising or alleged to have arisen out of failure to comply with the ADA. The Lessee shall indemnify, protect and hold harmless the City of Evanston, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patents’ claims, suits, costs and expenses that may in anywise accrue against the City in consequence of the granting of this lease or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Lessee or his employees, if any, and the Lessee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any shall be rendered against the City in any such act, the Lessee shall, at his own expense, satisfy and discharge same.”

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision stated above shall govern.

B. Certificate of Insurance. Lessee and any Sub-lessees shall furnish the original Certificate of Insurance to the Director of Parks, Recreation and Community Services or designee. The Certificate of Insurance must run concurrent with this Lease term and all terms of renewal set forth in Paragraph 2. The Certificate must name the Lessor as an additional insured with an insurance company acceptable to the Lessor and it shall be the responsibility of the Lessee to furnish the Director of Parks, Recreation and Community Services or designee with updated, original Certificates of Insurance covering the current lease term. The City of Evanston must be named as an additional insured on the Lessee’s policy and failure to do so is a material breach of this Lease. Updated Certificates must be received no later than the current Certificate expiration date held by Lessor. Lessee and Sub-lessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance Company to notify the Lessor of any changes or cancellation of Policy. The Policy will provide, in the event the insurance should be changed or cancelled, such cancellation shall not be effective until thirty (30) days after the Lessor has received written notice from the insurance company(s). An Insurance Company having less than an A plus Policyholder’s Rating established by the Alfred M. Best Company will not be acceptable. All Lessees must provide evidence satisfactory to the City of Evanston of compliance with the insurance requirements of this Lease before or at the signing of a new Lease and before renewing a Lease. Tenant shall not contract for any permanent improvements to the Leased Improvements without the Landlord’s prior written consent. If Landlord approves the improvements, the City of Evanston shall be named as an additional insured on the policy of the contractor in an amount no less than a Comprehensive General Liability limit of $3,000,000.

15. ADDITIONAL INSURANCE
The Lessor reserves the right to require additional insurance from Lessee and any Sub-lessees because of any increased risk, improvements made by Lessee or any Sub-lessees or liability not satisfactorily covered, in the Lessor’s sole opinion, by the above
insurance requirements, and Lessee agrees to promptly provide same.

16. **AMERICANS WITH DISABILITIES ACT ("ADA")**
All Noyes Resident Artist classes, programs and activities are subject to all applicable laws regarding non-discrimination, including the ADA. ADA prohibits discrimination on the basis of disability. Reasonable accommodations must be made in all NCAC activities and services to enable participation by an individual with a disability. Compliance with the ADA in respect to Lessee/Sub-lessee’s activities is the responsibility of Lessee/Sub-lessee.

17. **NON-LIABILITY OF LESSOR**
The Lessor will neither be liable for any damage nor loss of revenue occasioned by failure to keep the building in repair, including but not limited to: lights and fuses and any problems associated with electrical malfunctions; the heat not operating properly; any damage or loss of revenue caused or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage; the bursting, leaking or running of any pipes, tank, or plumbing fixtures, in, above, upon or about the building; any damage or loss of revenue caused or occasioned by water, snow or ice being upon or coming through the roof, skylights or trap; neglect of any owners or occupants of adjacent or contiguous property; or by public or private nuisances, regardless of cause or sources.

18. **FIRE/CASUALTY**
A. If a substantial portion of the Leased Premises or the NCAC is made untenantable by fire or other casualty, the Lessor may elect to:
   1. Provide available comparable space within the NCAC, or repair the Leased Premises within sixty (60) days. If the Lessor elects to repair the Leased Premises option but fails to repair the Premises within sixty (60) days or upon the destruction of premises by fire, the Lease term shall cease as of the date of the casualty. All outstanding debts and Rent accruing to the Lessor from Lessee prior to date of casualty whether invoiced prior to casualty or not must be paid to the Lessor. The Rent will be calculated on a per diem basis prior to the date of the casualty.
   2. To terminate this Lease as of the date of the fire or casualty by notice to the Lessee within sixty (60) days after that date, or
   3. Proceed with all due diligence to repair, restore or rehabilitate the NCAC and/or the Leased Premises at the Lessor’s expense, in which latter event this Lease shall not terminate.
   4. In the event the Lease is not terminated pursuant to these provisions, rent shall abate on a per diem basis during the period of untenantability. In the event that the NCAC or the Leased Premises are partially damaged by fire or other casualty but a substantial portion of the NCAC or the Leased Premises are not made untenantable, then the Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises or the NCAC and the rent shall abate in proportion to the non-usability of the Leased Premises during the period of untenantability. If an insubstantial portion to the Leased Premises is made untenantable, the Lessor shall have the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to Lessee within sixty (60) days after the date of fire or

LESSEE                                                                                                                      DATE

_______________________________________________________                            ____________
other casualty, in which event the rent shall be apportioned on a per diem basis and
paid to the date of such fire or other casualty.

5. If the Leased Premises or the NCAC are made untenantable or not useable
for the purposes allowed in this Lease, the security deposit will be refunded to Lessee if,
and as a result of, war, terrorism, insurrection, civil commotion, riots, acts of God or the
enemy, governmental action, strikes, lockouts or picketing, such condition continues for
a period of one week, then Lessee shall have the right to terminate this Lease
retroactively as of the date of the untenantability or unusable condition, by giving the
Lessor written notice and vacating the Leased Premises immediately. Such right to
terminate shall be Lessee's sole remedy and under no circumstances shall the Lessor
have any liability for damages of any nature whatsoever, including, without limitation,
business interruption, incidental or consequential.
B. Lessee shall have no recourse for any type of compensation, damages,
reimbursement, costs, or insurance proceeds whatsoever against the Lessor for any
artwork or other property of any type which was lost or damaged by fire or other
casualty, or for any artwork or other property of any type which remains in the Leased
Premises or in or on any location owned or operated by the Lessor after lease
termination or non renewal.

19. OCCUPATIONAL HEALTH AND SAFETY ACT (“OSHA”)
Lessee covenants and agrees that the use of any and all power tools, chemicals, or
other harmful or potentially harmful products, devices, or materials on the Leased
Premises by Lessee, its agents, employees, students, or any individuals shall be under
the care, control or tutelage of Lessee shall be governed by the Occupational Health
and Safety Act of 1980 as now or hereafter as amended.

20. SECURITY DEPOSIT
Lessee agrees to deposit with the Lessor a sum equal to one month’s rent upon the
execution of this Lease, as security for the full and faithful performance by Lessee of
each and every term, provision, covenant, and condition of this Lease. If Lessee
defaults with respect to any of the terms of this Lease including, but not limited to,
payment of the rent, the Lessor may use, apply, or retain the whole or any part of the
security deposit for the payment of the delinquent rent in default, or for any other sum
which the Lessor may expend or be required to expend by reason of Lessee's default
including, without limitation, any damages or deficiency in the re-letting of the Leased
Premises whether such damages or deficiency shall have accrued before or after any
re-entry by the Property’s Owner. If any of the security deposit shall be so used,
applied or retained by Lessor at any time or from time to time, Lessee shall promptly, in
each such instance, upon rendition of an invoice and/or on written demand therefore by
the Lessor, pay to the Lessor such additional sum as may be necessary to restore the
security to the original amount set forth in the first sentence of this paragraph. Except
as otherwise required by law, Lessee shall not be entitled to any interest on the
aforesaid security. In the absence of evidence satisfactory to the Lessor of an
assignment of the right to receive the security or the remaining balance thereof, the
Lessor may return the security deposit to the original Lessee, regardless of one or more
assignments of this Lease. Upon the transfer of the Lessor's interest under this Lease,
the Lessor’s obligation to Lessee with respect to the security deposit shall terminate
upon assumption of such obligation by the transferee.

21.  ATTORNEY’S FEES
Lessee shall pay and discharge all costs, attorney fees and expenses that shall be
made and incurred by the Lessor in enforcing the agreements, including any and all
litigation related matters, of this Lease and all the parties to this lease agree that the
agreements herein contained shall be binding upon, apply, and inure to their respective
successors and assigns.

23.  THE LESSOR’S ACCESS TO LEASED PREMISES
The Lessor shall have the right to retain a set of keys to the Leased Premises, and
Lessee shall not change any locks without the Lessor’s prior written authorization, and
without providing the Lessor with keys for such new locks. The Lessee shall permit the
Lessor to erect, use and maintain pipes, ducts, wiring and conduits in and through the
Leased Premises. The Lessor or the Lessor's agents shall have the right to enter upon
the Leased 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 decorations, repairs, alterations, improvements or additions to the Leased
Premises or the NCAC as the Lessor may deem necessary or desirable, and the
Property's Owner shall be allowed to take all material into and upon Leased Premises
that may be required therefore without the same constituting an eviction of the Lessee
in whole or in part and the rent reserved shall in no wise abate while said decorations,
repairs, alterations, improvements, or additions are being made, by reason of loss or
interruption of business of the Lessee, or otherwise. If the Lessee shall not be
personally present to open and permit an entry into Leased Premises, at any time, when
for any reason an entry therein shall be necessary or permissible, the Lessor or the
Lessor's agents may enter the same by using the key, or may forcibly enter the same,
without rendering the Lessor or such agents liable therefore (if during such entry the
Lessor or the Lessor's agents shall accord reasonable care to Lessee's property), and
without in any manner affecting the obligations and covenants of this Lease. Nothing
herein contained, however, shall be deemed or construed to impose upon the Lessor
any obligations, responsibility or liability whatsoever, for the care, supervision or repair
of the NCAC or any part thereof, other than as herein provided. The Lessor shall also
have the right at any time without the same constituting an actual or constructive
eviction and without incurring any liability to the Lessee therefore, to change the
arrangement and/or location of entrances or passageways, doors and doorways, and
corridors, stairs, toilets or public parts of the NCAC, and to close entrances, doors,
corridors or other facilities. The Lessor shall not be liable to the Lessee for any
expense, injury, loss or damage resulting from work done by persons other than the
Lessor in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

24.  NOTICES
All notices, requests, demands and other communications which are required or
permitted to be given under this Lease shall be in writing and shall be deemed to have
been duly given upon delivery, if delivered personally, or on the fifth (5) day after mailing

LESSEE                                                                                                                      DATE

11

11

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if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

If to the City: Director of Parks, Recreation and Community Services
City of Evanston
2100 Ridge Avenue, Room 1100
Evanston, Illinois 60201
Fax (847) 448-8051
Phone (847) 866-2914

with a copy to: Law Department
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201
Fax (847) 448-8093
Phone (847) 866-2937

If to the Lessee: at the address first above written.

25. **RIDERS**
All riders attached to this Lease and initialed by the Lessor and the Lessee are hereby made a part of this Lease.

26. **MISCELLANEOUS**
   A. Applicable Law. Lessee agrees to observe all applicable legislation and regulations in its tenancy and use of the Leased Premises. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Lease.
   B. Litigation. In the event of litigation or claim(s) against the City arising out of this Lease by anyone other than the Lessee, the Lessee shall cooperate fully with the City. In the event of litigation between the parties to this lease, the parties waive trial by jury. Venue shall be within Cook County, Illinois.
   C. Severability. In the event any provision(s) of this Lease are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.
   D. Entire Agreement. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.

27. **AMENDMENTS**
This Lease may not be modified or amended except in writing signed by both parties hereto.
IN WITNESS WHEREOF, the parties have executed this lease on the _________________ day of ________________________, 2014.

LESSOR: CITY OF EVANSTON
an Illinois municipal corporation

By: ________________________________

Its:

Print Name: __________________________ ATTEST: __________________________

City Clerk

LESSEE:

By: ________________________________

Print Name: __________________________ ATTEST: __________________________

LESSEE                                                                 DATE

_______________________________________________________  ____________
NOTE: Area marked in red on the floor plan above represents the path(s) to use during evacuation of the building in case of fire or fire alarm. See Appendix C.
Shaded areas on the floor plan(s) above represent space(s) the Lessor has agreed to lease to Lessee, to be used for: ________________________________

______________________________

______________________________

and reasonable related activities of Lessee with prior written approval by the Director of Parks, Recreation and Community Services or designee.
APPENDIX B
COMMUNITY SERVICE REQUIREMENTS
FOR
Barbara Goldsmith

REQUIRED AMOUNT: $412.34

COMMUNITY SERVICE. Community Service activities written above must take place between 6/1/14 and 12/1/14. Community Service Proposals for subsequent one-year lease terms must be submitted in writing to the NCAC Tenants Association by November 1, 2014. All Community Service Proposals for each upcoming term must be submitted by November 1 of each year, and must be renegotiated and approved by the NCAC Tenants Association in advance of the next term of the lease. In the event the Lessee does not satisfactorily perform said cultural Community Service, as outlined above during the term of the lease, the Lessee shall pay the Lessor a prorated sum based on the value of the outstanding requirement that shall not exceed 15% of the total annual rent. Said prorated sum will be billed to Lessee. A six-month Community Service Activity Report form must be submitted to the Director of Parks, Recreation and Community Services or designee no later June 30 and December 31 of each lease year term. Subsequent renewal of this lease shall be conditioned upon the completion of said Community Service in a manner satisfactory and acceptable to the Lessor and any other conditions as established by the Lessor and communicated in writing to Lessee.

In the event fewer than all Co-lessees terminate this lease, upon request of the remaining Lessee, or the Lessor, the Director of Parks, Recreation and Community Services or designee can require the terminating Lessee to perform its obligated Community Service requirements prior to the termination date. If the terminating Lessee does not perform its obligated Community Service requirements prior to Lease termination, the terminating Lessee will be billed, and must pay prior to termination, the sum of the unperformed community service obligation and any other charges accrued to Lessee or accrued by the Lessor as a result of unperformed obligations.
APPENDIX C
RULES AND REGULATIONS OF THE NOYES CULTURAL ARTS CENTER

CONDITIONS: Lessee and its staff, students, visitors, and patrons agree to follow and obey the General Rules and Regulations of the Noyes Cultural Arts Center (NCAC). Said Rules and Regulations are listed below and subject to modification as distributed and/or posted.

1. REQUIRED USAGE. Each Leased Premises is required to be used a minimum of 25 hours per week. A six-month report certifying tenancy of 25 hours per week must be submitted to the Director of Parks, Recreation and Community Services or designee no later June 30 and December 31 of each lease year term. Failure to provide the required reports and/or meet minimum requirements for use of the Leased Premises will be grounds for termination of lease.

2. SURCHARGE.
   A. 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 lease 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.

   B. 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 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 Service obligations assessed to Lessee will not decrease as a result of a sublease.

3. RESIDENT. For purposes of this Lease, an individual is a “resident” of Evanston if his/her current driver’s license and voter registration card shows an Evanston address. Parties must notify the Director of Parks, Recreation and Community Services or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks, Recreation and Community Services or designee anytime, Lessee must promptly present a current driver’s license, voter registration card, utility bill and any other proof of residency required by the Lessor. Failure to submit notification of a non-Evanston residency will result in a retroactive assessment to include applicable late fees for each month or portion of any month for which a non-Evanston residency was established.

4. NOYES CENTER NOTICES AND SIGNAGE. Lessees wishing to have banners hung, notices displayed, or other material(s) displayed on poles or in the public areas of
the NCAC or grounds including Tallmadge Park and all public area activities announcement bulletin board(s), doors or walls must obtain prior written approval from the Director of Parks, Recreation and Community Services or designee before having material(s) hung or displayed. Lastly, the Lessee and any sub-Lessees acknowledge that the City’s Fire Ordinance Title 4, Chapter 12, other applicable provisions within the City Code, and the Parks, Recreation and Community Services Department’s Banner Policy govern the activities listed.

5. **SMOKING.** Smoking is prohibited in or within 25 feet from the entrance of the NCAC by the City Code. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

6. **ALCOHOL.** The consumption of alcohol in the NCAC is permitted, pursuant to a Class Z3 or Class Z4 liquor license as stated in the Evanston City Code. Such special one-day licenses shall be issued subject to the conditions more fully stated in the City Code and incorporated herein as if fully stated.

7. **ACCIDENTS & POLICE REPORTS.**
   A. Any incident or injury involving persons at the NCAC (whether medical attention is received or not given), while attending an activity under the direction of Lessee and/or staff member of Lessee, or pre-approved user by the Lessor whether occurring in a Lessee’s studio space, Community Use Rental space or public area of the NCAC, must be reported on an Accident Report form obtained at the administrative office of the NCAC. Such reports are to be submitted to the Director of Parks, Recreation and Community Services or designee no later than 5 p.m. on the next City of Evanston business day or sooner following the accident.
   B. Lessee is responsible for reporting to the Director of Parks, Recreation and Community Services or designee no later than the next City business day all incidents under the direction of Lessee and/or staff member of Lessee, occurring at the NCAC and/or on the NCAC grounds (Tallmadge Park adjacent to the NCAC) which result in a Police Report being made by the Evanston Police Department. Upon completing the Police Report, the Lessee must obtain from the Reporting Officer a card bearing the case number and a copy of the Police Report, and submit it to the Director of Parks, Recreation and Community Services or designee not later than 5 p.m. on the next City of Evanston business day or sooner after the Police Report is available.

8. **OBSTRUCTIONS.**
   A. Lessee will not use, or store at any time, any belongings in any non-leased space, or public areas of the NCAC without prior written consent of the Director of Parks, Recreation and Community Services or designee, or in any leased or non-leased space in violation of City of Evanston Fire Prevention Code F-601.1 “Obstructions,” as it may be subsequently amended: “A person shall not at any time place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire. The means of egress from each part of the building, including stairways, egress doors and any panic hardware installed thereon, aisles, corridors,
passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions.” Failure to observe the provisions of this paragraph may subject the Lessee to a fine of up to $750.00 per day/per violation and/or to non-renewal of this lease.

B. Lessee will not display its furnishings in any non-leased space without prior written approval of the Director of Parks, Recreation and Community Services or designee, and will not allow its staff, students, patrons or participants to conduct any practice event or events related to Lessee’s activities in the public areas of the NCAC. Failure to comply with this provision may result in the City’s refusal to renew this lease for a second and/or third term.

9. INTERFERENCE/TENANTS. Lessee covenants and agrees that Lessee will exercise all due caution, care and control to prevent any interference on the part of Lessee, its agents, employees, students, or other individuals under the care, control or influence of Lessee, with the practice of art by other tenants in the NCAC building. Lessee recognizes that, due to the use of the building wherein the leased premises are located as a cultural arts center, an extraordinary amount of patience and consideration must necessarily be exercised by all parties to promote the creation of art.

10. TIME OF USE. The NCAC building will be locked at all times when not open in accordance with the schedule posted in this lease. Access to the building by Lessee, its employees, agents, guests, students, or any other individual who shall seek access to the building by nature of their relationship with Lessee, shall be limited to the hours designated by the Lessor for the NCAC’s building’s use. Exceptions to this provision may be made in extraordinary circumstances where Lessee applies in writing, in advance to Director of Parks, Recreation and Community Services or designee. Lessee will have the right to use its Leased Premises only during normal hours and days of operation of the NCAC. Said normal hours may be changed by the Lessor. In the event of such changes, resulting in a reduction of hours, Lessee will not be entitled to a reduction in rent or Community Service obligations. Unless required by the City’s best interests or particular existing conditions the open hours between 7:30 a.m. and 11:00 p.m. on Monday through Saturday and between 10:00 a.m. and 6:00 p.m. on Sunday.

The Center will be closed on holidays/days as observed by the City of Evanston. Lessee understands and agrees that Lessee’s rent will not be reduced for the weeks in which the aforesaid holidays occur. The Director of Parks, Recreation and Community Services or designee will notify Lessee of additional dates the NCAC will be closed in addition to those dates stated in Appendix C. The Lessee may, by written arrangement with the Director of Parks, Recreation and Community Services or designee, use the Leased Premises or other rental spaces during other than normal hours and days of operation. In this event, Lessee will pay for overtime custodial charges necessary to keep/have the NCAC open beyond normal building hours in addition to a $66.00 service fee utility charge and rental charges associated with rental space and equipment if applicable.
11. **ACCESS AND KEYS.**
A. If access is to be gained to Lessee’s studio(s) by individuals other than the Lessee, the Lessee is required to submit an “Access Form” available at the office, authorizing access for that individual. Lessee will forever hold the Lessor harmless for any actions and/or omissions of individuals, and for any damage to, or loss of, contents of Lessee’s studio(s), mail or mailboxes.
B. Keys to the Leased Premises are available at the office of the Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See Lease Paragraph 9. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the NCAC will maintain records of all keys issued and returned. Keys will only be ordered and issued when the office receives a written request from the Lessee or by those names listed on Lessee’s prior written authorization. The Lessee or its authorized agent will receive notification when keys are ready to be picked up. Only the individual receiving the key(s) can sign for that key(s). There will be a $5.00 charge per key for all keys except in cases where the Lessor incurs a charge more than $5.00 per key to reproduce. Payment(s) for keys must occur at the time the individual receives the key(s). Upon lease termination date, in compliance with the Lease terms, Lessee will pay any cost relating to the lock/core repair or replacement if the Lessor requests this change or if all keys issued under Lessee’s or Lessees’ designees authorization are not returned or anytime during this lease if the Director of Parks, Recreation and Community Services, or designee, determines that any such replacement is necessary. No part of Lessees’ security deposit will be returned until all property of the City of Evanston has been returned and all obligations are fulfilled in accordance with the provisions recited in this lease.

12. **STORAGE, DANGEROUS MATERIALS.**
A. It shall be unlawful and shall constitute grounds for immediate termination of this lease if Lessee engages in any activity involving the handling, storage, or use of materials or substances which are flammable or of materials, substances, or devices which are hazardous, as defined in section F2302.0 of the BOCA National Fire Prevention Code of 1993, or to maintain, store, or use any such flammable or hazardous materials or to conduct processes producing such flammable or hazardous conditions, except with the prior written request and prior written approval of the Director of Parks, Recreation and Community Services or designee, and the Evanston Fire Department, and in accordance with all applicable legislation. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.
B. Lessee will not use or permit the use or storage on the premises of materials for which ventilation is required for safe usage without the prior written consent of the Lessor or the Director of Parks, Recreation and Community Services or designee. Lessee will store all potentially dangerous and/or flammable materials in a fireproof cabinet(s) and/or fireproof container(s) at all times when not in use. The decision of the Lessor or Director of Parks, Recreation and Community Services or designee, with reference to the nature of the materials and its safe usage shall be conclusive. The Director of Parks, Recreation and Community Services or designee and/or Fire
Department officials will perform unannounced periodic fire/safety inspections in all leased spaces for compliance. All Lessees must grant access for same. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

13. DISPOSAL OF REFUSE
It is the responsibility of the Lessee to discard its own refuse into the exterior dumpster that does not fit in a standard 20" X 15" trash receptacle. The City of Evanston is not equipped to and does not pick up construction debris to include drywall or cement. However as a courtesy to Lessee, the City will allow Lessee to discard its refuse specified in this paragraph. The City reserves the right to not provide this service at any time during this Lease. Lessee will observe the following guidelines:
All refuse must be bagged to prevent blowing or scattering. At no time will Lessee discard refuse in the City dumpsters causing the dumpster to total over 500 lbs. per refuse pick-up by the City. The City will accept scrap metal; scrap metal and bulk pick ups are by appointment and are not collected by the regular crew. It is the Lessee's responsibility to notify the Department of Public Works to pick up any refuse that is placed outside the dumpster. The weight of the scrap metal will not be added to the refuse weight placed in the dumpsters. All items including wood to be discarded must be broken up into sizes not to exceed 2' x 2' x 2'.

At no time will Lessee be permitted to discard any bulk wood (tree branches, tree stumps, larger than 3 inches in diameter) or ANY hazardous waste including but not limited to: gas, oil, asbestos, car parts, tires, aerosol paints, cleaning products, drain cleaners, fluorescent lamp bulbs, oil-based paints, household batteries, insecticides, paint thinners, solvents, used motor oil and herbicides, latex paints, fire extinguishers, fireworks, lead-acid batteries, or smoke detectors,

14. SPACE HEATERS. Lessee shall abide by the manufacturer’s safety information before using a space heater. Heaters shall have the UL, FM or other testing agency label. Space heaters shall have tip-over protection: audible alarm or automatic shut off. Do not leave the heater unattended. Space heaters shall have safety features if the device overheats. In addition, space heaters will not be used in conjunction with extension cords. When operating, space heaters must have at least three feet of clear, unobstructed space in all directions. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

15. COMBUSTIBLES. All combustibles are to be kept a minimum of three feet away from electrical equipment. All combustible and flammable materials shall be stored in accordance with Fire Code. It is the responsibility of the Lessee to provide the appropriate storage cabinets. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

16. EXTENSION CORDS. Extension cords are permitted as long as acceptable load
limits are not exceeded. “Fire Prevention Code Section F-310.5 Extension Cords: Extension cords and flexible cords shall not be a substitute for permanent wiring.” If space heaters are continued to be used, permanent wiring shall be installed. Surge protectors can be used only in relation to operation of office computer-related equipment.

17. **FIRE EVACUATION PLAN.** It will be the Lessee’s responsibility to post in its studios a copy of the fire evacuation plan and to inform its studio users of the evacuation plan. When the Fire Alarm sounds, whether it is a fire, false alarm, or fire drill, everyone is to evacuate the NCAC immediately and safely. Leased spaces are to be left unlocked in case fire fighters need access. The meeting place during fire emergencies is Tallmadge Park, just north of the NCAC parking lot. Individuals other than the Fire Department and designated authorities are not to block and/or occupy the parking lot, pavement areas or sidewalks around perimeter of the NCAC. Everyone is to remain on the Tallmadge Park grounds grass area until advised otherwise by either the Fire Department or Staff. The code is strictly enforced. Violations are punishable by fines up to and including $750.00 and may constitute a breach of this lease resulting in termination.

18. **ELEVATOR AND CHAIR LIFT.** The Elevator and chair lift are to be used to transport passengers only.

19. **LESSEE/CO-LESSEE.** In the event a Co-lessee (not Sub-lessee) terminates its lease, the Lessor will determine if the space will be put on the market for lease or accept the remaining party as the sole Leaseholder of the space. The remaining party can request approval from the City of Evanston that another party be approved to either sublease or co-lease for the duration of the lease term or shorter term. All guidelines outlined in the NCAC’s studio application packet must be adhered to. Full compliance includes full payments for security deposits, Community Service activity and rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks, Recreation and Community Services or designee’s direction or upon the request of the remaining Lessee, the Director of Parks, Recreation and Community Services or designee can require the terminating Lessee to perform their obligated Community Service requirements at an arranged rescheduled time or prior to terminating and/or prior to the lease termination date. If the terminating Lessee does not perform its obligated Community Service requirement, the terminating Lessee will be billed and will promptly pay the sum of the unperformed obligation.

20. **ABANDONMENT.** Lessee is required to notify the Director of Parks, Recreation and Community Services or designee if Lessee will not occupy its studio for more than seven consecutive days. If the Lessee abandons the unit for thirty (30) consecutive days or more, the Lessor shall attempt to rent the unit at the current rental rate. This shall include the acceptance of reasonable subleases. If the Lessor succeeds in renting the unit at the current rental rate, the abandoning Lessee shall be liable for the amount due from the date of abandonment to the new rental agreement approved by the
Lessor. If the Lessor is unsuccessful at re-renting the unit, the abandoning Lessee shall
be liable for rent due for the period of the rental agreement. In either event, the Lessee
shall be liable for all expenses incurred by the Lessor or imposed by the Lessor as a
result of Lessee’s abandonment or non-use of space.

21. PARKING REGULATIONS. Annual parking permit fees will be billed separately
in monthly installments to the Lessee and are to be paid on or before the first of each
month. Parking permit fees are not prorated. All annual parking permits issued will be
billed for the entire year 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) either the old permit or remnants of the old permit is
returned displaying the lot number and the permit number minimally; or 2) proof by a bill
of sale is produced as evidence of no longer owning the vehicle.

Monthly and annual parking permits for the NCAC parking Lot #51 are authorized only
for Leaseholders, Sub-lessees, staff and/or students attending classes at Noyes on a
regular basis. 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 are
limited to attendance at the NCAC. 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 the
Leaseholder or the Leaseholder’s prior written and arranged designee, 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 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. Lessee understands, and
will inform its staff, students and patrons to observe all posted parking regulations.
Parking permits will not be issued to individuals with an expired driver’s license.
Resolution of all parking citations issued to Lessee for the NCAC lot is a prerequisite to
renewal of this Lease.
APPENDIX D
LESSEE COSTS ASSOCIATED WITH LEASE

1. COMMUNITY USE SPACES. Lessee shall have the right to use only the Leased Premises described on page #1 in the lease for the operation of its day-to-day activities as written in Appendix A. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks, Recreation and Community Services or designee, make use of certain other areas, i.e., the Theatre, Studio #106 or the Noyes Center Galleries (see info on Gallery usage below) or other areas on a fee basis (see fee matrix attached for Lessee rates). Lessees using the above spaces for purposes other than arts activities as written in Appendix A may be required to provide additional insurance. When the use of said areas involves the execution of a Community Service project and when the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks, Recreation and Community Services or designee upon written request and prior approval for the arrangement. Rental cost of Community Use space waived will not be in excess of the dollar value of the required Community Service project. See Appendix B.

2. NOYES CENTER GALLERY. Lessee may from time to time, pursuant to arrangements made in advance with and approved by the Director of Parks, Recreation and Community Services or designee, make use of the Noyes Center Gallery(ies) on a fee basis at established rates. If the use of said areas involves the execution of a Community Service project where the Lessee offers a program of cultural significance to the public free of charge, such rates may be waived at the discretion of the Director of Parks, Recreation and Community Services or designee upon written request and prior approval for the arrangement, made at the time the Community Service project is proposed. In extenuating circumstances a request may also be made at least thirty (30) calendar days before the Community Service project.

3. UTILITIES.
A. The Lessor agrees to pay all water, gas and electricity charges (except for air conditioning), however, additional fees as listed on the attached fee matrix (see Appendix D, Page 3) could apply anytime and/or if excessive usage as determined by the Property’s Owner occurs any time during the term of the Lease.
B. Lessees will be billed for the use of air conditioners and air-handling units. The fees are assessed for the months of June, July, August and September. The monthly fee assessment applies to each air conditioning and/or air handling unit used in each studio. Window air-conditioning units must be removed if not in use, and window, window sills, frames, glass and screens must be restored to their original condition with the same material and quality as that installed at time of occupancy, and at Lessee’s expense. Square footage will not be combined to calculate the use of air conditioners for more than one leased space. Fees will not be prorated for partial month’s use of air conditioners or air handling units. Additional monthly fees will be assessed to Lessee if air conditioners and/or air handling units are used during other months and will not be prorated. Air conditioner units can be left in windows if prior written permission is
obtained from the Director of Parks, Recreation and Community Services or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by the Lessor. Failure to remove air-conditioning units from October 1 through May 31 of each year will result in an assessment of usage charge for each month or any portion of a month the air-conditioning units are installed. See attached Appendix D utility fees and other charges associated with NCAC.

C. Additional services such as charges for use of phone service (landline and cell phone) and cable television will not be provided at Lessor expense. If necessary, the Lessor acknowledges and agrees that if he/she seeks to have a new service (cable, phone, etc.) provided to the NCAC for the use in their Lease Premises, the Lessee will follow the proper City procedures and obtain the necessary approvals prior to the installation of the service.

4. ASSOCIATED EXPENSES. If for any reason attributable to Lessee or those holding under Lessee, a Noyes staff member, Facilities Management staff, contractor/sub-contractor, or agent of the City of Evanston has to return to the building on holidays or after the employee's normal work shift(s), Lessee will incur the cost of that employee's salary, plus any charges imposed on or billed to the City of Evanston by service agencies such as the security alarm contractors, the Evanston Police and/or Fire Department, or any other charge the City incurs as a result of such extra work. Lessee shall pay all costs associated with, but not limited to: telephone installation(s) or other telephone service(s), parking permits, custodial and/or staff overtime charges, and other charges as outlined in this lease or necessitated by the nature of Lessee's/Sub-lessee's activities or actions. Prior written approval is needed from the Director of Parks, Recreation and Community Services or designee to perform any licensed trade work, such as but not limited to additional electrical power provided to Lessee's studio(s), installation or relocation of electrical outlets, plumbing, carpentry work, set building for performance productions, any and all construction of temporary or permanent installations connected to or resting on the foundations walls, ceilings, floors and/or existing surfaces prior to and during Lessee's lease of the space. All such work must be performed pursuant to applicable permits and in accordance with all applicable legislation. Lessee's failure to obtain prior written approval and/or applicable permits before performing any licensed trade work may at the Lessor's option constitute a material breach of this Lease and result in termination of this lease.
APPENDIX E
INSURANCE REQUIREMENTS
Noyes Lease for Term: 5/1/2014 through 12/31/14
Lessee shall furnish one (1) copy of a certificate, with the City named as an additional insured, showing the minimum coverage with insurance company acceptable to the City’s Law Department.

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<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tr>
<td>Thirty day notice of cancellation Required on all certificates</td>
<td>Bodily Injury and Property Damage Consequent Death</td>
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<tr>
<th>Each Occurrence</th>
<th>Aggregate</th>
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Commercial General Liability including:
1. Comprehensive form
2. Premises – Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Insurance – With an endorsement on the face of the certificate that it includes the “indemnity” language set forth in the Lease.
7. Broad Form Property Damage – construction projects only.
8. Independent Contractors

Automobile Liability
Owned, Non-owned or Rented (as related to Tenant’s activities for leased space) $1,000,000 $1,000,000

Workmen’s Compensation and Occupational Diseases As required by applicable laws.

Employer’s Liability $500,000

LESSEE ___________________________ DATE ___________________________
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 49-R-14

Date: July 7, 2014

Recommended Action:
Recommend City Council approval of Resolution 49-R-14 authorizing the City Manager to enter into an agreement for 8 month lease term for Piven Theatre for space at the Noyes Cultural Arts Center.

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

Summary:
The studio leases are for an eight-month term (05/01/2014-12/31/2014). The lease agreements for the resident artist studios at the Noyes Cultural Arts Center (NCAC) are renewed annually to allow the option for fee increases and to gain approval of the tenants’ current year community service proposals. This lease term is set to begin on May 1, 2014 and will run for eight months through December 31, 2014 as the process was delayed with the Noyes Tenant Association and Arts Council recommendations. The 2013 leases were extended through April 30, 2014 at the 2013 rates. The proposed 2014 eight month lease rates include a three percent increase from 2013.

For the term beginning on May 1, 2014, Piven Theatre will rent theatre space (which is Room 102 and includes the Room 102 washroom), Room 103 (which includes the Room 103 washroom), Room 105 and Room 110 (which includes the Room 110 storage area).

Based upon these amendments there will potentially be three vacant spaces available for rent at Noyes: B11, studio 109 and studio 108. These will be discussed at the City Council meeting in September City Council Meeting.

Attached materials for review and recommendation:

- Resolution 49-R-14
- Copy of Studio Master Lease
A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement with Piven Theatre Workshop for Studio and Theater Space at the Noyes Cultural Arts Center

WHEREAS, the City of Evanston (“City”) owns certain real property, including the property commonly known as the Noyes Cultural Arts Center (“NCAC”) at 927 Noyes Street, Evanston, Illinois; and

WHEREAS, the City leases space in the NCAC to resident artists and groups including Piven Theatre Workshop (“Piven”), an Illinois non-for-profit corporation; and

WHEREAS, the City and Piven desire to enter into a one-year lease agreement; and

WHEREAS, the City Council finds it to be in the best interest of the City to continue to lease NCAC theater and studio space to Piven, and to negotiate and execute a lease agreement with Piven,

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

SECTION 1: The City Manager is hereby authorized and directed to execute a one-year lease agreement (January 1, 2014 – December 31, 2014) (the “Lease”) by and between the City of Evanston and Piven Theatre Workshop, an Illinois not-for-profit corporation, which is attached hereto as Exhibit “1” and incorporated herein by reference.

6/24/2014
**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Lease as he may determine to be in the best interests of the City.

**SECTION 3:** This Resolution 49-R-14 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: _________________, 2014
EXHIBIT 1

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

THE CITY OF EVANSTON, LANDLORD

AND

THE PIVEN THEATRE WORKSHOP, TENANT
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This Lease Agreement (the “Agreement” or “Lease”) is executed this ___ day of ________, 2014 (the “Effective Date”) by and between The City of Evanston, an Illinois home rule municipality (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, and Piven Theatre Workshop, an Illinois not-for-profit corporation (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the theatre space (which is Room 102 and includes the Room 102 washroom), Room 103 (which includes the Room 103 washroom), Room 105 and Room 110 (which includes the Room 110 storage area), all located on the first 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 Premises is depicted on Exhibit B attached hereto.

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 Tenant 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. Tenant will have the nonexclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for one year, January 1, 2014 – December 31, 2014 (the “Term”). Tenant must provide Landlord with 120 days’ notice if they choose to renew the Agreement for the Premises. Renewal of the Agreement must be authorized by written consent of the Parties and authorized by the City Council.

SECTION 3. RENT

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

1. For the period of January 1st – April 30th (four months), the Rent rate is $4,928.00 (Four Thousand Nine Hundred Twenty-Eight and 3700/100 Dollars) per month, for total Rent of $19,712.00 (Nineteen Thousand Seven Hundred Twelve and 00/100 Dollars) for the four months. The parties have agreed to reduce the Rent rate to address maintenance expenses for a monthly rent of $1,178.00 (One Thousand One Hundred Seventy-Eight and 00/100 Dollars) for a total adjusted Rent for this portion of the Term of $4,712.00 (Four Thousand Seven Hundred Twelve and 00/100 Dollars), which will be paid in a lump sum on or before August 1, 2014.

2. For the remainder of the Term, May 1st – December 31st (eight months), the annual Rent rate is increased by 3% to $60,910.08 (Sixty Thousand Nine Hundred Ten and 08/100 Dollars), for total Rent of $40,606.72 (Forty Thousand Six Hundred Six and 72/100 Dollars) for the final eight months, which will be paid in part (May 1st – August 30th rent) in a lump sum of $20,303.36 (Twenty Thousand Three Hundred Three

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and 36/100 Dollars) on or before August 1, 2014 and the four (4) remaining monthly payments of $5,075.84 (Five Thousand Seventy-Five and 84/100 Dollars) will be due on or before the first of every month, commencing on September 1, 2014.

B. PAYMENTS. The Rent outlined in Sections 3[A][1] and 3[A][2] above shall be paid in accordance with said Sections.

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. 2013 Rent: In addition, Tenant will pay Landlord a lump sum of $14,794.11 (Fourteen Thousand Seven Hundred Ninety-Four and 11/100 Dollars), which will be due and payable on or before August 1, 2014, as payment in full for the lease of Premises for the 2013 calendar year, which is reduced from the 2012 annual rental rate of $59,176.42. The reduction in the rent has no prejudicial value and only agreed to by Landlord to recognize the personnel time and financial investment that Tenant made in 2013 in its attempts to redevelop the Premises.

E. 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 Tenant, the NCAC Property Fees are to be paid by Tenant regardless of the applicable rental rate specified in Section 3 [A] and [B]. Tenant acknowledges that it 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): 7:30 a.m. – 11:00 p.m. Monday – Saturday; 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenant acknowledges that it has leased the Premises for many years and receives the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledges 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 TENANT:

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 Tenant 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 Tenant will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenant 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 Tenant 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. Tenant 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. Tenant 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 4512[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 Tenant.

5. Repairs by Tenant 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 Tenant fails to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenant agrees to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenant is 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 Tenant, 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 Tenant, the Tenant must provide a schedule for repair within one (1) business day after discovery by Tenant to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenant will use the Premises to operate a theater, acting classes 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 Tenant 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 Tenant meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenant shall have the right to conduct its business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenant’s 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 Tenant will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenant 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 Tenant 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 Tenant’s use of the Premises. The Landlord agents 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. Tenant 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 Tenant, 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 Tenant’s request or if the repairs are necessitated by Tenant’s actions, then the Tenant 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 the 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 Tenant's 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 Tenant 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 Tenant 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]). Tenant 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. Tenant 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 C) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenant agrees that it 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 Tenant can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenant 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 Tenant 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, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenant 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 Tenant 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 Tenant or its authorized designee, 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. Tenant understands, and will inform its 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

Tenant 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 Tenant. Tenant acknowledges 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 Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant 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 Tenant for any damage or injury to Tenant or Tenant’s 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 downspout 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 Tenant. 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 unusable 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, Tenant 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 Tenant 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], Tenant 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 Tenant’s 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 Tenant, 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 Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.
Tenant 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 Tenant with respect to the Premises or the Property during the Term of this Agreement and Tenant’s occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenant will pay before delinquency all taxes levied on Tenant’s 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: Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenant 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. Tenant will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant’s 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.

C. TENANT TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenant agrees to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANT TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenant agrees 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. TENANT’S WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenant agrees 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. TENANT’S FAILURE TO INSURE: Should Tenant fail to keep in effect and pay for insurance as required by this section and then fail to cure such failure within ten (10) days after notice from Landlord, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenant shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of 2 months or less and Tenant does not need the Lessor’s consent. If the Tenant seeks to sublet a portion of the Premises to a Sub-Tenant for a period of time greater than 2 months, then the Tenant must be have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenant 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

Tenant will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenant, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains 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 Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. 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 Tenant 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 Tenant on the Premises. Tenant will, 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 Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenant fails 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 Tenant either by a court of competent jurisdiction or by arbitration and Tenant 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 Tenant 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 Tenant.

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, Tenant 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 Tenant, or its agents, employees or contractors.

D. INDEMNIFICATION OF TENANT. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord shall protect, defend, indemnify and save Tenant 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 Common Facilities, which is not the result of Tenant’s 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

Tenant 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 Tenant does not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenant will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenant 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 Tenant subject to Tenant’s right to cure:

1. Tenant 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 notice to Tenant of such failure;

2. Tenant shall fail to maintain the insurance coverage as set forth herein and does not cure such failure within 10 days after receipt of notice from Landlord;

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

4. Tenant 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 Tenant’s right to cure:

1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails 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 Tenant’s right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees 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 Tenant 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 Tenant 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 Tenant. Tenant agrees 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 Tenant 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 Tenant’s 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 Tenant. The Landlord may terminate this Agreement if the Tenant remains 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 Tenant, 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. TENANT’S 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, Tenant will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

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

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenant 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 Tenant, Landlord will be entitled to recover from Tenant, 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 Tenant in seeking either to enforce Tenant’s obligations under this Agreement or to satisfy a judgment for Tenant’s failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant’s obligations under this Agreement.
SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenant acknowledges and agrees 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 service of tenants annually and make recommendations to the City for any additions or changes; (c) Review subleases of tenants; (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) Review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenant 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 November 1, 2014, the Tenant 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 Tenant does 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 Tenant with 14 (fourteen) days to cure the default. The annual value of the Community Engagement provided by Tenant shall be not less than $9,047.80 per calendar year (“Minimum Community Engagement”). Any overage provided by Tenant 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 Tenant does not provide the Community Engagement by December 31, 2014 as required and does not cure the default within 15 days of written notice, then Tenant shall pay Landlord a fee equal to 15% of the annual rent outlined Section 3[B] ($9,047.80) 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 Tenant and Tenant fails 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 Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and reasonable attorney’s fees. If Tenant demonstrates to Landlord that Tenant is contesting the validity of said lien in good faith, then Landlord shall allow Tenant 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 Tenant shall be paid to Landlord by Tenant 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 Tenant 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 Tenant’s right to possession of the Premises. The Landlord may collect and receive any rent due from Tenant 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

Tenant, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenant 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 Tenant regarding this Agreement.

Landlord, if Tenant is the prevailing party, shall pay upon demand all Tenant’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Tenant, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenant’s 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, Tenant 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 Tenant 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 Tenant can make a claim for the unamortized portion of the cost incurred by Tenant for the Premises Improvements.

**SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION**

Except as expressly set forth in Section 25, Tenant will not be released from its obligation should its possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenant 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 Tenant, 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 Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.

**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 Tenant:

Piven Theatre Workshop
Attn: Leslie Brown, Executive Director
927 Noyes Street
Evanston, IL 60201
Fax: 847-866-6614

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 Tenant is 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 Tenant 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 Tenant have caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

Landlord: THE CITY OF EVANSTON, an Illinois home rule municipal corporation

By: _________________________________

Its: City Manager, Wally Bobkiewicz

Tenant: PIVEN THEATRE WORKSHOP an Illinois not-for-profit corporation

By: _________________________________

Its: _________________________________
The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2014.

Notary Public

My Commission Expires:

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Leslie Brown, Executive Director of The Piven Theatre Workshop, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of Piven Theatre Workshop, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2014.

Notary Public

My Commission Expires:
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 ¼ 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 ¼ 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 ¼ 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
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: Promissory Note – Next Theatre Company

Date: July 7, 2014

Recommended Action:
City staff recommends approval of Resolution 52-R-14 authorizing the City Manager to negotiate debt repayment and authorize enforcement of the collection of debt owed to the City by Next Theatre Company in the principal amount of $76,345.

Funding Source:
Debt recovery will be deposited into the Noyes Cultural Arts Business Unit 3710.

Summary:
Next Theatre has been a tenant of the NCAC for over thirty years and put on a variety of successful productions. Unfortunately, Next Theatre has been unable to make its rent obligations for more than 2 years and despite City staff efforts to work with the tenant on repayment of the debt, a suitable repayment plan and payment of rent going forward cannot be achieved. The total debt owed to the City for non-payment of rent is $76,345.00, which is outlined on the second page of this memorandum. Concurrently with the execution of a lease agreement to expire on May 31, 2015, Next Theatre must execute a promissory note for the debt owed.

The promissory note repayment terms are as follows: 5 year term with monthly payments of principal and interest at $1,338.16, accruing interest at 2% per year, and the repayment start date is not until June 1, 2015 and terminating on May 31, 2020. The debt is with Next Theatre Company only.

Attachments:
Resolution 52-R-14
Exhibit 1 – Promissory Note
52-R-14

A RESOLUTION

Authorizing the City Manager to Negotiate Debt Repayment and Authorize Enforcement of Collection with a Promissory Note to be executed by Next Theatre Company

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

SECTION 1: Next is a current tenant of the Noyes Cultural Arts Center and no longer able to meet its rent obligations to the City for the lease of certain theater and studio spaces within the City facility. The City Manager is hereby authorized and directed to negotiate debt repayment and authorize collection efforts with Next Theatre Company, an Illinois not-for-profit corporation ("Next"). The promissory note to be executed by Next is attached as Exhibit 1 and the term are incorporated herein by reference. The first payment under the Note (June 1, 2015) coincides with the conclusion of the tenancy at the Noyes Cultural Art Center (May 31, 2015).

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City in order to collect past due rent owed to the City by Next Theatre Company in the total principal amount of $76,345.00 (Seventy-Six Thousand Three Hundred Forty-Five and 00/100 Dollars).

SECTION 3: This Resolution 52-R-14 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

Rodney Greene, City Clerk

Adopted: _________________, 2014
EXHIBIT 1

Promissory Note
PROMISSORY NOTE

Name and Address of Borrower:
Next Theatre Company
927 Noyes Street
Evanston, IL 60201

Dated: __________, 2014

1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, the undersigned, Next Theatre Company, an Illinois not-for-profit corporation (referred to hereafter as the "Borrower"), promise to pay to the order of the City of Evanston, an Illinois home rule municipal corporation, with its principal office located at 2100 Ridge Avenue, Evanston, Illinois (the “Lender”), in the manner provided in this Note, the principal sum of $76,345.00 (Seventy-Six Thousand Three Hundred Forty-Five and 00/100 Dollars) (the “Loan”), together with interest computed on the basis of a 365 day year, from the date of disbursement on the balance of principal remaining from time to time unpaid at an annual rate equal to two percent (2.0%). Any principal amount not paid when due (at maturity, by acceleration, or otherwise) will bear interest thereafter until paid at a rate, which will be eighteen percent (18%). The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called "Note Holder".

2. LOAN TERM, FORGIVENESS AND REPAYMENT

The term of the Loan is five (5) years commencing on June 1, 2015 and ending on May 31, 2020 (the “Loan Term”). The Loan will bear interest during the Loan Term at 2.0% (two percent) interest per annum and payable in monthly installments of $1,338.16 on or before the 1st of each month. If the Borrower’s Loan payment is five days after the first of the month or more, there shall be assessed Attached as Exhibit “1” is the repayment schedule for the entire Loan Term and incorporated herein by reference. The Loan can be pre-paid with no penalty or fee assessed against the Borrower.

Pursuant to City Council Resolution 52-R-14, the City authorized the collection of the past due rent from its long-term tenant and Borrower under this Note. The security deposit from the tenancy posted by Borrower several years ago in the amount of $1,149.64 will be applied to the principal balance of this Loan after satisfaction of any and all repair costs incurred by the City following the termination of the tenancy.

4. DEFAULT AND REMEDIES

A. The occurrence of any one or more of the following events (“Event of Default”) with respect to Borrower shall constitute a default hereunder (“Default”):

  1) Failure to remit a loan payment to Lender;
2) Borrower or any beneficiary thereof shall (i) file a petition for liquidation, reorganization, or adjustment of debt under Title 11 of the United States Code or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten days, as hereinafter provided; or
3) Borrower or any beneficiary thereof shall make an assignment for the benefit of creditors of this Note, or shall admit in writing of its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator.

B. If the Borrower does not cure the Event of Default specified above upon notice from Lender within 15 (fifteen) days from said notice, the Lender may assert any all rights provided in law and in this Note. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the Borrower does not cure the Default within the specified Other Default Cure Period within the notice, then this Note is due and payable only with respect to the remaining balance of the Loan at the time of Default.

C. If the Borrower Defaults hereunder and fails to cure the Default, during the 5-year loan Term, the Loan shall be immediately due and owing and the balance of the Loan shall be immediately repaid to Lender in full.

D. If any payments of interest or the unpaid principal balance due under this Note become overdue for a period in excess of ten days, the Borrower shall pay to Lender a late charge of $50 per day. If any attorney is engaged by Lender, including in-house staff (a) to collect the indebtedness evidenced hereby or due under the Loan Documents, whether or not legal proceedings are thereafter instituted by Lender; (b) to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors’ rights and involving a claim under this Note; (c) to protect the lien of any of the Loan Documents; (d) to represent Lender in any other proceedings whatsoever in connection with this Note or any of the Loan Documents or the real estate described therein; or (e) as a result of the Borrower’s Default and collection efforts, the Borrower shall pay to Lender all reasonable attorneys’ fees and expenses incurred or determined to be due in connection therewith, in addition to all other amounts due hereunder.

E. Lender’s remedies under this Note, and all of the other Loan Documents shall be cumulative and concurrent and may be pursued singly, successively, or together against the Borrower and any other Obligors (as defined below), the Property, and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender’s sole discretion. Failure of Lender, for a period of time or on more than one occasion to exercise its option to accelerate the maturity date shall not constitute a waiver of the right to exercise that option at any time during the continued existence of the Default or in the
event of any subsequent Default. Lender shall not by any other omission or act be
deemed to waive any of its rights or remedies hereunder unless such waiver is in writing
and signed by Lender, and then only to the extent specifically set forth therein. A waiver
in connection with one event shall not be construed as continuing or as a bar to or
waiver of any right or remedy in connection with a subsequent event.

5. PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES

If the Lender is required to initiate legal process as the result of the Borrower’s Default
as described above, the Lender will have the right to be paid back for all of its costs and
expenses incurred as a result of such Default, to the extent not prohibited by applicable
law. Those costs and expenses include but are not limited to, reasonable attorneys'
fees, court costs, and related litigation expenses.

6. BORROWER'S WAIVERS

To the extent permitted by law, the Borrower waives all rights to require the Lender to
do certain things. These things are: (A) to demand payment of amounts due (known as
"presentment"); (B) to give notice that amounts due have not been paid (known as
"notice to dishonor"); (C) to obtain an official certification of nonpayment (known as
"protest"). If more than one person signs this Note, each person is fully and personally
obligated to keep all of the promises made in this Notes, including the promise to pay
the full amount owed. Any person, who takes over these obligations, is also obligated
to keep all promises made in this Note. The Lender may enforce its rights under this
Note against each person individually or against all of us together.

7. GIVING OF NOTICES

Any notices that must be given to the Borrower under this Note will be given by
delivering or by mailing by certified mail addressed to the Borrower at the address of the
Property set forth above. Any notice that must be given to the Lender under this Note
will be given by delivering it or mailing it by certified mail to the Lender at the following
address:

City of Evanston
Attn: Marty Lyons, Chief Financial Officer/Asst. City Manager
2100 Ridge Avenue
Evanston, Illinois 60201

with a copy to:
City of Evanston
Attn: W. Grant Farrar, Corporation Counsel
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201

8. RESPONSIBILITY OF PERSONS UNDER THIS NOTE
The Lender may enforce its rights under this Note against the signatories, not individually but as officers of the Borrower. Any company or successor in interest to Borrower who takes over the rights or obligations of the Borrower, with the written permission of the Lender, will have all of the Borrower’s rights and must keep all of the Borrower’s promises made in this Note.

9. GOVERNING LAW AND WAIVER OF TRIAL BY JURY

This Promissory Note shall be governed by the laws of the State of Illinois. **Borrower hereby represents and warrants that it knowingly and voluntarily waives any rights to trial by jury for any litigation related to or arising out of, under, or in any way connected with the obligations of this Note.**

10. MISCELLANEOUS

The headings of sections and paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Note, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Note, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Note shall be construed as if such invalid part were never included herein. Time is of the essence of this Note.

Upon any endorsement, assignment, or other transfer of this Note by Lender or by operation of law, the term “Lender,” as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the holder of this Note.

This Note and all provisions hereof shall be binding on all persons claiming under or through the Undersigned. The terms “Undersigned” and “Borrower,” as used herein, shall include the respective beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees, and heirs of the Undersigned and Borrower and shall be binding upon the same

The Undersigned have caused this Note to be executed as of the ____ day of July, 2014.

**BORROWER:**

**NEXT THEATRE COMPANY**

Signature: ________________________

Its: ______________________________

Print Name: _______________________

137 of 215
### EXHIBIT 1

**LOAN PAYMENT SCHEDULE**

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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: Next Theatre Company Lease Agreement

Date: July 7, 2014

Recommended Action:
City staff recommends approval of Resolution 51-R-14 authorizing the City Manager to enter into lease agreement Next Theatre Company (“Next Theatre”) for a 17-month term for certain space at the Noyes Cultural Arts Center (“NCAC”).

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

Summary:
Next Theatre has been a tenant of the NCAC for over thirty years and put on a variety of successful productions. Unfortunately, Next Theatre has been unable to make its rent obligations for more than 2 years and despite City staff efforts to work with the tenant on repayment of the debt, a suitable repayment plan and payment of rent going forward cannot be achieved. The total debt owed to the City for non-payment of rent is $76,345, which is outlined on the second page of this memorandum. The attached lease agreement is back dated to January 1, 2014 and will extend to May 31, 2015, to provide Next Theatre an opportunity to find another theatre space to fit its needs going forward and to vacate the NCAC. Concurrently with the execution of this lease agreement, Next Theatre must execute a promissory note for the debt owed and authorized with a separate resolution, 52-R-14.

Next Theatre will be rearranging its use of office space and this lease reflects the change; starting August 1st Next Theatre will move from Room 108 to Room 222 for this use and its rent rate will be reduced from $1243 to $933. Next Theatre will continue to use the theatre space from September 1, 2014 – May 31, 2015. This is a 17 month lease term with no renewal January 1, 2014 – May 31, 2015 at the conclusion of the tenancy.

Based upon these amendments there will potentially be three vacant spaces available for rent at Noyes: B11, studio 109 and studio 108. These will be discussed at the City Council meeting in September.

Attachments:
Resolution 51-R-14
Exhibit 1 – Lease Agreement
A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement with Next Theatre Company for Studio and Theater Space at the Noyes Cultural Arts Center

WHEREAS, the City of Evanston (“City”) owns certain real property, including the property commonly known as the Noyes Cultural Arts Center (“NCAC”) at 927 Noyes Street, Evanston, Illinois; and

WHEREAS, the City leases space in the NCAC to resident artists and groups including Next Theatre Company (“Next”), an Illinois non-for-profit corporation; and

WHEREAS, the City and Next desire to enter into a seventeen (17) month lease agreement; and

WHEREAS, the City Council finds it to be in the best interest of the City to continue to lease NCAC theater and studio space to Next, and to negotiate and execute a lease agreement with Next,

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

SECTION 1: The City Manager is hereby authorized and directed to execute an seventeen (17) month (January 1, 2014 – May 31, 2015) lease agreement (the “Lease”) by and between the City of Evanston and Next Theatre Company, an Illinois not-for-profit, which is attached hereto as Exhibit “1” and incorporated herein by
reference, and the Lease does not contain any options to renew the agreement between the parties.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Lease in order facilitate the termination of the tenancy at the end of the term of the Lease as he may determine to be in the best interests of the City.

**SECTION 3:** This Resolution 51-R-14 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: _________________, 2014
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

THE NEXT THEATRE COMPANY, TENANT
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This Lease Agreement (the “Agreement” or “Lease”) is executed this _____day of __________, 2014 (the “Effective Date”) by and between The City of Evanston, an Illinois home rule municipality (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, and Next Theatre Company (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the theatre space, Room 108 (January 1, 2014 – July 31, 2014) and Room 222 (August 1, 2014 – May 31, 2014), all located within the Noyes Cultural Arts Center (“NCAC”) 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”).

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 Tenant 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. Tenant 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 one year and five months (17 months) and this lease is back dated to commence on January 1, 2014 and will terminate on May 31, 2015 (the “Term”). There will no renewals of this Agreement and Tenant will vacate the Premises on or before May 31, 2015. The Landlord cannot renew the lease agreement beyond May 31, 2015 because of Tenant’s inability to pay rent, which has amounted to a sizable debt referenced in Section 3[A] and the Parties must unwind the long tenancy.

SECTION 3. RENT

A. RATE: Tenant shall pay Landlord for use of studio 108 the rental rate of $1,207.12 per month for the period of January 1, 2014 – May 31, 2014, the rent was increased by 3% for June and July 2014 to $1,243.33, and for the remainder of the term Tenant will vacate studio 108 and use studio 222 at the rate of $993.03 per month. In addition, Tenant shall pay $3,810.00 for the use of the theater 7 months annually (September – May). Tenant has not paid rent in calendar year 2014 to date and said rent is not forgiven and added to principal balance of a promissory note to be executed concurrently with this Agreement bringing the total amount owed to Landlord (the “Note”), is $76,345 and collection of said amount owed was authorized by City Council Resolution 52-R-14. Tenant is in arrears for past due rent payments under previous lease agreements for over two years of delinquent payments. The Landlord will not forgive the past due rent and the amount will be paid back after the tenancy has terminated, payments commencing on June 1, 2015, the terms are addressed in the Note.

B. PAYMENTS. The Rent under Section 3[A][1] is due and payable on or before August 1, 2014. The Rent outlined in Sections 3[A][2] above shall be paid in equal monthly installments and due on or before 1st day of each month in accordance with payment amounts outlined in Section 3[A][2].
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. **SECURITY DEPOSIT**: Tenant issued a check several years ago in the amount of $1,149.64 as security deposit for the Premises to cover any non-payment of Rent and any future repairs that the City must perform after termination of the tenancy. Tenant forfeits the right to be refunded the security deposit. The City will apply the security deposit towards any necessary repairs after Termination and then apply the balance to the amount owed per Section 3[A].

E. **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 Tenant, the NCAC Property Fees are to be paid by Tenant regardless of the applicable rental rate specified in Section 3[A] and [B] Tenant acknowledges that it 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): 7:30 a.m. – 11:00 p.m. Monday – Saturday; 10 a.m. – 6:00 p.m. on Sunday (the “**Business Hours**”).

**SECTION 4. COMMON FACILITIES**

A. **MAINTENANCE BY LANDLORD**: Tenant acknowledges that it has leased the Premises for many years and receives the Premises, Common Facilities and remainder of the Property in good order and repair, and acknowledges that the Landlord has made no representations to the condition or has made any repairs to same. The continued tenancy shall be conclusive evidence that the Premises, Common Facilities and Property are in good order and satisfactory condition when the Tenant remained in possession. 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, beyond what is outlined in Section 4[A][9] below. At the Landlord’s discretion regarding necessary repairs, it shall be responsible for the following with respect to the Common Facilities:

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.

B. MAINTENANCE BY TENANT:

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 Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. If applicable, HVAC unit(s) in Premises units; and

4. The Tenant will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenant 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 Tenant 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.

5. Tenant 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. Tenant 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 15[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 Tenant.

6. Repairs by Tenant 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 Tenant fails to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenant agrees to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenant is 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 Tenant, 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 Tenant, the Tenant must provide a schedule for repair within one (1) business day after discovery by Tenant to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenant will use the Premises to operate a theater, acting classes 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 Tenant 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 Tenant meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenant shall have the right to conduct its business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenant’s 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 Tenant will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenant 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 Tenant 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 Tenant’s use of the Premises. The Landlord agents 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.

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 Tenant 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 Tenant 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]). Tenant 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. Tenant 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: Tenant agrees that it 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 Tenant can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenant 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 Tenant 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, Tenant will observe and comply with all laws, ordinances and regulations of public authorities. Tenant acknowledges that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenant 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 Tenant 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 Tenant or its authorized designee, 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. Tenant understands, and will inform its 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

Tenant 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 Tenant. Tenant acknowledges 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 Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant 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 Tenant for any damage or injury to Tenant or Tenant’s 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 downspout 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 Tenant. 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 unusable 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, Tenant 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 Agreement 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 Tenant 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
Tenant 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 Tenant’s 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. 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 Tenant, 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 Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

Tenant 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 Tenant with respect to the Premises or the Property during the Term of this Agreement and Tenant’s occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenant will pay before delinquency all taxes levied on Tenant’s 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: Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenant 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. Tenant will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant’s 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.
C. **TENANT TO OBTAIN WORKER’S COMPENSATION INSURANCE:** Tenant agrees to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. **TENANT TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT:** The Tenant agrees 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 and covering at least 80% of the full replacement cost of the Premises and Property. 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.

F. **TENANT’S WAIVER OF CASUALTY INSURANCE PROCEEDS:** If the Premises are damaged by fire or other casualty insured against, Tenant agrees 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.

H. **TENANT’S FAILURE TO INSURE:** Should Tenant fail to keep in effect and pay for insurance as required by this section and then fail to cure such failure within ten (10) days after notice from Landlord, the Landlord may terminate this Lease immediately.

**SECTION 13. SUBLETTING; ASSIGNMENT**

The Tenant shall not be permitted to sublet this Lease or assign the Lease to another party and if Tenant does sublet or assigns its obligations, the Landlord shall terminate this Lease agreement immediately.

**SECTION 14. SURRENDER OF PREMISES; HOLDING OVER**

Tenant will, at the termination of this Lease on or before May 31, 2015, leave the Premises in as good condition, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenant. On vacating, Tenant will leave the Premises clear of all rubbish and debris. If Tenant retains 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 Tenant that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. 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 Tenant 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 Tenant on the Premises. Tenant will, 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 Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant shall not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenant fails 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 Tenant either by a court of competent jurisdiction or by arbitration and Tenant 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 Tenant 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 Tenant.

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, Tenant 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 or (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors.

D. INDEMNIFICATION OF TENANT. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord shall protect, defend, indemnify and save Tenant 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 Common Facilities, which is not the result of Tenant’s actions, negligence, or willful misconduct or (ii) any willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenant 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 Tenant does not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenant will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenant 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 Tenant subject to Tenant’s right to cure:

1. Tenant shall fail to pay any item of Base Rent at the time and place when and where due and Tenant shall be afforded no cure period or right to notice for said Default if Tenant is more than 30 days in arrears;

2. Tenant shall fail to maintain the insurance coverage as set forth herein and Tenant shall be afforded no cure period or right to notice for said Default;

3. Tenant shall fail to comply with any covenant of this Lease relating to obligations set forth in Section 4 and Section 9, within fifteen (15) days after written notice to the Tenant of such failure;

4. Tenant 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

5. Tenant shall fail to comply with any other term, provisions, covenant of this Lease and has not cured the violation within 15 days written notice to Tenant of such specified failure.

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default specified in Section 17(A), 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 Tenant’s right to cure:

1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and will be given 15 days to remove any personal property and equipment from the Premises. If, Tenant fails 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 Tenant’s right of possession, as aforesaid, whether this Agreement be terminated or not, Tenant agrees 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 Tenant 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 Tenant 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 Tenant. Tenant agrees 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 Tenant 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 Tenant’s 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. REPOSESSION 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 Tenant. The Landlord may terminate this Agreement if the Tenant remains 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 Tenant, 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. TENANT’S 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, Tenant will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

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

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenant as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenant 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 Tenant, Landlord will be entitled to recover from Tenant, 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 Tenant in seeking either to enforce Tenant’s obligations under
this Agreement or to satisfy a judgment for Tenant’s failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenant’s obligations under this Agreement.

SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenant acknowledges and agrees 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 service of tenants annually and make recommendations to the City for any additions or changes; (c) Review subleases of tenants; (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) Review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenant may 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.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenant and Tenant fails 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 Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and reasonable attorney’s fees. If Tenant demonstrates to Landlord that Tenant is contesting the validity of said lien in good faith, then Landlord shall allow Tenant 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 Tenant shall be paid to Landlord by Tenant 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 Tenant 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 Tenant’s right to possession of the Premises. The Landlord may collect and receive any rent
due from Tenant 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

Tenant, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenant 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 Tenant regarding this Agreement.

Landlord, if Tenant is the prevailing party, shall pay upon demand all Tenant’s costs, charges and expenses, including reasonable attorney’s fees, agents fees and fees of others retained by Tenant, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenant’s 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, Tenant 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 Tenant will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement (attributable to the portion of the Premises taken) 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 Tenant can make a claim for the unamortized portion of the cost incurred by Tenant for the Premises Improvements.

SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Except as expressly set forth in Section 25, Tenant will not be released from its obligation should its possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenant
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 Tenant, 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 Tenant. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenant.

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

with a copy to:  
Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201  
Fax: 847-448-8093

If to Tenant:

Robert Andalman, President  
Next Theatre Company  
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 Tenant is 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 then 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 Tenant 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.
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Agreement to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

Landlord: THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ________________________________

Its: City Manager, Wally Bobkiewicz

Tenant: NEXT THEATRE COMPANY
an Illinois company

By: ________________________________

Its: Robert Andalman, President
STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2014.

Notary Public

My Commission Expires:

___________________________________________

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert Andalman, President of The Next Theatre Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on ____________, 2014.

Notary Public

My Commission Expires:

___________________________________________
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 ¼ 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 ¼ 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 ¼ 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; THEN 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
Memorandum

To: Human Services Committee

From: Mark Muenzer, Director of Community Development
      Sarah Flax, Housing & Grants Administrator
      Mary Ellen Poole, Housing Planner

Subject: 2014 Emergency Solutions Grant Recommendation

Date: June 12, 2014

Recommended Action:
The Housing and Homelessness Commission and staff recommend approval of 2014 Emergency Solutions Grant (ESG) allocations totaling $135,550: $125,384 to two social services agencies that provide housing and services for individuals and families who are homeless or at risk of homelessness, and $10,166 to the City of Evanston for grant administration.

Funding Source: Funding source is the City’s 2014 Emergency Solutions Grant entitlement allocation from the U.S. Department of Housing & Urban Development.

Summary:
ESG funds will be used to provide eligible programs including essential services, operating expenses of homeless shelters, rapid re-housing for homeless households, homeless prevention for households at high risk of homelessness, and program administration as outlined in the 2014 Action Plan. That plan allocated funds to eligible activities on a percentage basis because the federal government had not determined ESG funding for the year at that time. Following receipt of the City’s ESG grant amount in spring of 2014, this recommendation allocates specific dollar amounts to subrecipients based on the percentages of funding in the 2014 Action Plan, which was approved by City Council on November 11, 2013.

The City of Evanston’s 2014 ESG grant is $135,550, an increase from 2013 but below 2012. The City allocated ESG dollars in the 2014 Action Plan for these activities on a percentage basis, increasing the percentage of funds for re-housing activities, following the priorities of the HEARTH Act as shown in the table below. Because the 2014 grant is larger than 2013, this resulted in increased dollars over 2013 levels, but below 2012. The table below summarizes the ESG grants for 2012, 2013 and 2014 broken out by activities as a percentage of each
year's grant amount. The right hand column compares 2014 funding to the 2012. The impact of the 2013 reductions in ESG funding has been reversed in part by the 2014 increase.

<table>
<thead>
<tr>
<th>Eligible Activities</th>
<th>2012 Funding</th>
<th>2013 Funding</th>
<th>2014 Funding</th>
<th>2014 Dollars as a Percent of 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent</td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Street Outreach</td>
<td>10.8%</td>
<td>$16,338</td>
<td>10.0%</td>
<td>$11,578</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10.0%</td>
<td>$13,555</td>
</tr>
<tr>
<td>Emergency Shelter</td>
<td>36.9%</td>
<td>$55,998</td>
<td>33.5%</td>
<td>$38,787</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>38.5%</td>
<td>$45,409</td>
</tr>
<tr>
<td>Homeless Prevention</td>
<td>19.9%</td>
<td>$30,262</td>
<td>22.0%</td>
<td>$25,472</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>19.0%</td>
<td>$25,754</td>
</tr>
<tr>
<td>Rapid Re-housing</td>
<td>19.9%</td>
<td>$30,262</td>
<td>22.0%</td>
<td>$25,472</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>25.0%</td>
<td>$33,888</td>
</tr>
<tr>
<td>HMIS</td>
<td>5.0%</td>
<td>$7,592</td>
<td>5.0%</td>
<td>$5,789</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.0%</td>
<td>n/a</td>
</tr>
<tr>
<td>Administration</td>
<td>7.5%</td>
<td>$11,388</td>
<td>7.5%</td>
<td>$8,684</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7.5%</td>
<td>$10,166</td>
</tr>
</tbody>
</table>

2014 recommendation moves the 5% of funds permitted for HMIS (Homeless Management Information System) database to the Rapid Re-housing activity, increasing support for this activity based on local and federal priorities. This change is made possible in part by the City’s support of HMIS with Affordable Housing Funds and does not require a substantial amendment to the 2014 Action Plan.

**Connections for the Homeless** – $30,409 for operational support of Hilda’s Place, a 20-bed transitional shelter for men and women, $13,555 for essential services through its Entry Point outreach to homeless persons program, $25,755 for Homeless Prevention rental assistance and case management, and $40,665 for Rapid Re-housing rental assistance and case management; total funding of $110,384.

Hilda’s Place provides up to 90 days of transitional housing for single adults who may be chronically homeless, or have lost housing because of unemployment, eviction, foreclosure, etc. ESG funds are used for operating expenses of the shelter including rent, repairs and maintenance, and supplies. Connections also provides essential services, including case management, laundry, showers and meals to residents of Hilda’s Place and clients of Entry Point, its street outreach program. Case workers help clients find employment and receive benefits such as Supplemental Social Security and Social Security Disability Insurance. Medical services are provided through a weekly in-house clinic and clients are referred to Erie Clinic, mental health providers and support programs for mental health issues and substance abuse. ESG funds are used for case workers and other program staff salaries and benefits, including the medical support team.
Connections for the Homeless also provides re-housing and prevention services, including rental assistance and case management services. Funds may be used for direct tenant based rental and utilities assistance, housing relocation and stabilization services, and salaries of program staff.

**YWCA Evanston-North Shore - $15,000 for operational support of its 32-bed shelter facility that provides safe housing for up to 90 days for women and children fleeing domestic abuse.** The YWCA also provides case management, legal advocacy, crisis intervention, financial literacy and other services to help clients develop independence and self sufficiency. ESG funds are used to purchase food for residents of the shelter. The YWCA will provide housing, meals and supportive services to an estimated 250 women and children in its DV shelter in 2014.

City staff will continue to participate with local service providers in the selection review committee for re-housing and prevention activities to ensure all requirements are met and procedures followed, including the appeal process for individuals or households deemed ineligible for services.

Evanston’s 2014 ESG funds will be matched on a one-to-one basis with Mental Health Board funds from the City’s general fund and Evanston Township, State funds and other resources, including in-kind contributions, depending on the agencies funded, to meet the match requirement for ESG.
Memorandum

To: Honorable Mayor and Members of the City Council
   Human Services Committee

From: Evonda Thomas-Smith Director Health Department
      Carl Caneva Assistant Director

Subject: Resolution 54-R-14: Authorizing the City Manager to Accept a Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program

Date: July 1, 2014

Recommended Action:
Staff recommends City Council adoption of Resolution 54-R-14, authorizing the City Manager to accept a grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program.

Funding Source:
The Illinois Housing Development Authority (IHDA) has provided $75,000.00 in funding to address property maintenance issues at registered vacant properties.

Summary:
The City of Evanston has been awarded $75,000.00 to use as funds to assist with the maintenance and demolition of abandoned properties from the State of Illinois as facilitated through the Illinois Housing Development Authority (IHDA).

Funds can be used to address vacant housing for specific activities such as:

a) Cutting of neglected weeds or grass
b) Trimming of trees or bushes and removal of nuisance bushes and trees
c) Extermination of Pests or prevention of the ingress of pests
d) Removal of garbage, debris, and graffiti
e) Boarding up, closing off or locking windows or entrances or otherwise making the interior of the building inaccessible to the general public
f) Surrounding part or all of an Abandoned Residential Property’s underlying parcel with a fence or wall or otherwise making part or all of the Abandoned Residential Property’s underlying parcel inaccessible to the general public
g) Demolition of Abandoned Residential Property
h) Rehabilitation of Abandoned Residential Property
Resolution 54-R-14 authorizes the City Manager to accept a grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program upon executing the Program Funding Agreement.

Attachments *(PDF attachments should include)*:
Copy of Resolution 54-R-14
Copy of the Program Funding Agreement
54-R-14

A RESOLUTION

Authorizing the City Manager to Accept a Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program

WHEREAS, the City of Evanston (the “Sponsor”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Abandoned Residential Property Municipal Relief Program (the “Program”), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time

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

SECTION 1: That the Sponsor shall enter into the Program Funding Agreement (the “Agreement,” attached hereto as “Exhibit A”) with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient’s area, all in accordance with the terms and conditions set forth in the Agreement.

SECTION 2: That the City Manager of the Sponsor is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may
be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

SECTION 3: That the City Manager be and hereby is authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he deems necessary or appropriate to carry into effect the foregoing resolutions.

SECTION 4: That the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

SECTION 5: That this Resolution 54-R-14 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: _________________, 2014
EXHIBIT A

Program Funding Agreement
PROGRAM FUNDING AGREEMENT

This PROGRAM FUNDING AGREEMENT (this “Agreement”), made and entered into as of the ___ day of _____________, 2014, by and between CITY OF EVANSTON, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the “IHDA Act”).

W I T N E S S E T H:

WHEREAS, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities and counties in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Seventy-Five Thousand and No/100 Dollars ($75,000.00) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Agreement.

2. Act and Regulations. The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. Definitions:

“Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

“Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

“Application” shall mean the application for the Funds completed by the Recipient.
“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of May 13, 2014.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean July 28, 2014.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Initial Disbursement” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2012 through the Effective Date.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. Commencement. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

5. Project Requirements. In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

a. Report data-points and financials to Authority, as set forth herein.

b. Use funds for Eligible Uses as ascribed in Rules.
c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer’s or employee’s official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) $100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in Paragraph 7.f hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient’s performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient’s performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to Paragraph 10 hereof.

6. **Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient’s knowledge, information and belief, (i) all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement; (ii) that the Funds shall be used only for the purposes described in this Agreement; and (iii) that the award of Funds is conditioned upon the certification as set forth in this Paragraph 6.
7. **Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. **Initial Disbursement.** On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2012 through the Effective Date (the “Initial Disbursement Statement”), as set forth in Paragraph 7.d hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Initial Disbursement Statement.

b. **Quarterly Disbursements.** Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth in Paragraph 7.d hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient’s performance under the Abandoned Property Program to date and the Recipient’s continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. **Rejection of Disbursement Statement.** If the Authority rejects the Recipient’s Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in Paragraph 19 hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority’s satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in Paragraph 10 hereof.

d. **Disbursement Statements.** The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.
(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority’s request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the “Bank Account”), established at a bank or other financial institution (the “Bank”) selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority’s request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

8. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient’s submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.


   a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

   b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-
c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill.Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

10. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient’s performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in Paragraph 19 hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority’s remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority’s other remedies.
Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in Paragraph 7 hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the “Auditor”) shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this Paragraph 11 shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys’ fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 12 shall survive the provision of the Funds.

13. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Recipient’s Drug Free Workplace Certification (form of which is attached hereto as Exhibit A) is made a part of this Agreement.

14. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

15. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

16. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.
17. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

19. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

   If to the Authority:

   Illinois Housing Development Authority
   401 North Michigan Avenue, Suite 700
   Chicago, Illinois 60611
   Attention: Legal Department

   If to Recipient:

   City of Evanston
   2100 Ridge
   Evanston, Illinois 60201
   Attention: Carl Caneva, Assistant Director, Health Department

   Such addresses may be changed by notice to the other party given in the same manner as provided in this Paragraph 19. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF EVANSTON,
an Illinois unit of local government

By: ________________________________
Name: ______________________________
Title: ______________________________

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: ________________________________
   Mary R. Kenney, Executive Director

Exhibit A: Drug-Free Work Place Certification
EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Fundee or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Fundee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of $5,000 or more from the State.

The contractor/Fundee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;

   (2) Specifying the actions that will be taken against employees for violations of such prohibition; and

   (3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

       A. abide by the terms of the statement; and

       B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

   (1) the dangers of drug abuse in the workplace;

   (2) the Fundee's or contractor's policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF EVANSTON,
an Illinois unit of local government

By: _____________________________
Name: ___________________________
Title: ___________________________
Memorandum

To: Honorable Mayor and Members of the City Council
   Human Services Committee

From: Evonda Thomas-Smith, Health Director
      Indira Perkins, General Assistance Specialist

Subject: The General Assistance and Emergency Assistance Programs Quarterly Review

Date: July 7, 2014

Background
The General Assistance (GA) and Emergency Assistance (EA) program is operated under the current leadership of the Health Department. This document will review both programs reflecting the time period April, May and June of 2014. The official transition of all services to the health department occurred on May 1, 2014. The GA program offers financial assistance to meet the basic maintenance needs to eligible participants on a monthly basis. Medical Assistance is also offered as an additional component within GA. Financial Aid is provided for necessary and essential medical care, treatment and supplies. The City is also implementing the emergency assistance as well. This program is designed to offer assistance if/when emergent and life threatening situations occur related to rent, mortgage, condo assessments, food and utilities. Evanston residents must meet the eligibility requirements for each service offered.

Discussion
As it relates to GA, the caseload in January 2014 was approximately 188 with one General Assistance Specialist (GAS) managing the entire caseload. In February a second (GAS) was hired. Clients received financial assistance but did not meet any program requirements due to limited staffing. Since the integration of services within the Health Department additional creative partnerships have evolved. The Health Department partnered with Connections for the Homeless to better serve homeless populations. The partnership with Connection for the homeless allows us to better serve the chronically homeless and transient populations. The outcome of the mentioned partnership has resulted in 13 terminations from the general assistance program following confirmations some participants no longer live in the Evanston Community. Stable housing is a positive outcome for the GA program.
Presence Behavioral Health offers mental health services, and the YWCA of the NorthShore provides ongoing free financial literacy workshops. Participants are excited to receive financial literacy workshops and have requested additional workshops.

Erie Family Health Center provided screenings and “meet a doctor” day at the new Erie location March 17, 2014, over 100 un-insured participants enrolled into County Care. It was discovered more than half of the current caseload had no prior insurance or primary home for medical coverage. This significant cost saving measure is an example of how effectiveness and efficiencies better serve each participant.

Participants have also benefited from the new relationship with the Illinois Department of Employment Securities. The policy requirement of monthly registrations alerted participants of their eligibility for unemployment. This collaboration also informed staff of the participants who are currently employed and no longer eligible for general assistance. Cook County Housing Authority staff provides assistance in verifying participants who receive housing vouchers. This partnership has decreased “double subsidy” for rental assistance. Oakton Community College continues to provide Adult Basic Education to enhance participants reading literacy.

Terminations from the program occurring between April-June, 2014 total 50 participants. The result of participants gaining current employment, non-compliance (residency), hospitalizations, incarcerations, treatment programs, recipient of social security benefits, receipt of rental assistance via Cook County Housing Authority, and personal request of closure are some of the reasons for termination of GA. During the same period of time 41 intakes and 37 approvals have been completed for new and eligible participants.

As it relates to the Emergency Assistance program this past winter was harsh and with the increased visibility of the EA program we served 16 families. The provision of assistance ranges from rental/mortgage assistance to food vouchers and maintaining utility services.

Recommendations and Summary

Staff recommends additional outreach increasing the capacity to serve participants who are eligible for the GA program. Staff recommend continued collaboration with non-profit organization to assure wrap around services decreasing duplication in supportive efforts. Staff will continue to create efficiencies when-ever possible without penalizing current participants. Future goals for the GA program are to restore the “required job club program”; providing job readiness skill training, and to establish worksite partners to assure all participants who are job ready have optimal opportunities for gainful employment. Continue to also strategize way to assure we are meeting mental and physical health needs for all participants.

Participants received:
Meet the Health Department Director Town Hall Informational Q and A (2)
Screening Day at Erie Family Health Center
Community Health Survey Assessment and Discussion
Colon and Colorectal Informational Workshop Presence Health
Financial Literacy Workshop YWCA NorthShore (2)
Bi-Weekly Adult Basic Education Oakton Community College

Current Active Participants 175
Participants waiting for intake process 10

Attachments
FY 2014 Participant letter of thanks
Financial Workshop Handouts
Community Health Survey of Township Clients
Survey of Township of Evanston Clients

An abridged version (14 questions) was prepared for Township clients to gauge their overall health status. The survey was completed by 180 clients on March 17 at an event at Erie Family Health Center. Compared to the results from the overall Evanston community gathered during the 2013 Community Health Survey, certain differences emerged:

- Tobacco usage: 59.5% of Township clients indicated they had smoked in the past 30 days (compared to about 8% of overall respondents)
- Health Insurance: 47.5% reported having no health insurance, vs. 8.6% of those overall
- Dental Insurance: 82% reported having no dental insurance, vs. 45% of overall survey respondents
  - 23% had a dental exam in the past year vs. 77% of overall survey respondents
- Usual location for health care services: 37.5% indicated the Emergency Room vs. 2% of overall survey participants
- Medical Home: 43% Township vs. 89% of overall survey participants reported having a medical home/primary care physician
- Less likely to have a flu shot (34% Township vs. 66% of overall)
- Similar rates of diabetes, high blood pressure and asthma as overall population, but higher percentage of those not knowing if they had diabetes or HBP.

1) How would you rate your own personal health today?

![Bar Chart]

- Excellent/Very Good: City (56%), Township (28%)
- Good/Fair: City (61%), Township (42%)
- Poor: City (2%), Township (12%)

City
Township
2) Do you have health insurance (Public or Private)? (Overall survey result: 8.6% had no insurance)

<table>
<thead>
<tr>
<th>Township</th>
<th>Response Percent</th>
<th>Response Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>52.5%</td>
<td>93</td>
</tr>
<tr>
<td>No</td>
<td>47.5%</td>
<td>84</td>
</tr>
</tbody>
</table>

answered question 178
skipped question 2

3) Do you have a regular doctor/primary care physician you see when you are sick or need health care?

4) Where do you usually go for your health care needs?

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doctor's office or private clinic</td>
<td>85.7% 401</td>
<td>25.0% 42</td>
</tr>
<tr>
<td>Community health center or other public clinic</td>
<td>4.9% 23</td>
<td>25.6% 43</td>
</tr>
<tr>
<td>Hospital emergency room</td>
<td>2.1% 10</td>
<td>37.5% 63</td>
</tr>
<tr>
<td>College or university campus health clinic</td>
<td>2.1% 10</td>
<td>-</td>
</tr>
<tr>
<td>Clinic located within a Walgreens, CVS, etc.</td>
<td>1.5% 7</td>
<td>2.4% 4</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>3.6% 17</td>
<td>9.5% 16</td>
</tr>
</tbody>
</table>

answered question 468 Township 168
skipped question 10 Township 12
5) Do you have dental insurance?

![Bar chart showing percentage of dental insurance coverage.]

- Yes: City 55%, Township 18%
- No: City 45%, Township 82%

6) When did you last receive the following services? (Answer choices ranged from within the past year to never. Table reflects only those choosing “within the past year” as their answer.)

![Bar chart showing percentage of routine exams received.]

- A complete physical exam: City 59%, Township 36%
- Blood pressure checked: City 87%, Township 66%
- A dental exam: City 77%, Township 23%

Figure 1: Percentage Receiving Routine Exams During the Past Year
2013 Evanston Community Health Survey – Township Results

Figure 2: Percentage Receiving Routine Exams During the Past Year

Note: Rates for colon cancer screening, mammogram and prostate cancer screening have been recalculated to exclude those answering “Not applicable”

7) Have you ever been diagnosed with diabetes? (Township: Do you currently have diabetes?)
8) Has your doctor ever told you that you had high blood pressure? (Township: Do you currently have HBP?)

![Chart showing the percentage of individuals who have been told by their doctor they had high blood pressure. City: 32.2% Yes, 30.1% No, 11.0% I don’t know. Township: 67.8% Yes, 59.0% No, 11.0% I don’t know.]

9) Has your doctor ever told you that you had asthma? (Township: Do you currently have asthma?)

![Chart showing the percentage of individuals who have been told by their doctor they had asthma. City: 14.7% Yes, 14.6% No, 3.5% I don’t know. Township: 85.3% Yes, 81.9% No, 3.5% I don’t know.]

10) Where are you most likely to go to find information about your health? (Check all that apply.)

<table>
<thead>
<tr>
<th></th>
<th>City Response Percent</th>
<th>City Response Count</th>
<th>Township Response Percent</th>
<th>Township Response Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friends and family</td>
<td>33.4%</td>
<td>157</td>
<td>27.9%</td>
<td>46</td>
</tr>
<tr>
<td>The Internet/websites (WebMD, Mayo Clinic website, government website, etc.)</td>
<td>65.3%</td>
<td>307</td>
<td>21.8%</td>
<td>36</td>
</tr>
<tr>
<td>Media other than the Internet (books, magazines, television, radio, etc.)</td>
<td>17.4%</td>
<td>82</td>
<td>10.3%</td>
<td>17</td>
</tr>
<tr>
<td>School</td>
<td>2.6%</td>
<td>12</td>
<td>2.4%</td>
<td>4</td>
</tr>
<tr>
<td>Church community</td>
<td>3.8%</td>
<td>18</td>
<td>3.6%</td>
<td>6</td>
</tr>
<tr>
<td>Physician</td>
<td>74.5%</td>
<td>350</td>
<td>64.2%</td>
<td>106</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>3.0%</td>
<td>14</td>
<td>6.1%</td>
<td>10</td>
</tr>
</tbody>
</table>

answered question | 470 | 165  
skipped question | 8   | 15

11) During the last 12 months, have you received a seasonal flu vaccine? (Township: During the last 12 months, have you received a flu shot?)

![Flu Vaccine Chart]
12) Have you smoked at least 100 cigarettes in your entire life? (Township: Have you smoked 100 cigarettes in your life?)

![Bar Chart]

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>36%</td>
<td>67%</td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>33%</td>
</tr>
</tbody>
</table>

13) Have you smoked a cigarette in the past 30 days?

![Bar Chart]

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>8.1%</td>
<td>59.5%</td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>40.5%</td>
</tr>
<tr>
<td></td>
<td>91.9%</td>
<td></td>
</tr>
</tbody>
</table>
During the past 30 days, have you had at least one drink of any alcoholic beverage such as beer, wine, a malt beverage or liquor?

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Response</td>
<td>Response</td>
</tr>
<tr>
<td></td>
<td>Percent</td>
<td>Count</td>
</tr>
<tr>
<td>Yes</td>
<td>74.4%</td>
<td>340</td>
</tr>
<tr>
<td>No</td>
<td>13.1%</td>
<td>60</td>
</tr>
<tr>
<td>I don’t drink</td>
<td>12.5%</td>
<td>57</td>
</tr>
<tr>
<td>answered question</td>
<td></td>
<td>457</td>
</tr>
<tr>
<td>skipped question</td>
<td></td>
<td>21</td>
</tr>
</tbody>
</table>

City Average: 2.6 drinks per week; Township Avg: 3.3 drinks per week

Gender:

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Township</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Response</td>
<td>Response</td>
</tr>
<tr>
<td></td>
<td>Percent</td>
<td>Count</td>
</tr>
<tr>
<td>Female</td>
<td>68.7%</td>
<td>311</td>
</tr>
<tr>
<td>Male</td>
<td>31.3%</td>
<td>142</td>
</tr>
<tr>
<td>answered question</td>
<td></td>
<td>453</td>
</tr>
<tr>
<td>skipped question</td>
<td></td>
<td>25</td>
</tr>
</tbody>
</table>

Age: ______ (Avg. City response: 54.4) (Township Avg: 47 yrs)
Hugh Loeser  
1000 Grove St # 422  
Evanston, Il 60201  

June 3, 2014

Henry Colquitt  
City of Evanston  
2100 Ridge Ave # 1604  
Evanston, IL 60201

Good afternoon Ms. Thomas Smith. This is a copy of a letter I have sent to Mr. Colquitt.

Dear Mr. Colquitt

I wanted to thank you sincerely for arranging yesterday's financial planning and budgeting seminar.

At the beginning of the presentation, the presenter introduced herself. Embarrassingly, I did not catch her name. My intention was to ask the speaker at the conclusion. Upon concluding her presentation several audience members approached to ask her follow questions, which she helpfully answered.

While waiting to talk to Ms. Thomas Smith, I overheard some of those in attendance talk about implementing her suggestions. One of those who was helped by the presentation was a nice man who sat next to me who I got to know a bit while in line. We talked about how helpful the presentation was for both of us.

When I returned to the Y, I saw a couple resident members who are clients of the General assistance program. I did my best to impress upon them how helpful this seminar would have been to them and that if they are kind enough to invite her back, they would greatly benefit by hearing what I heard today.

Would you please furnish here a copy of this letter.

Thank you again,

Sincerely

Hugh E Loeser
Managing Credit and Debt

Sponsored by the YWCA/Evanston-North Shore

Economic Empowerment

eliminating racism
empowering women

ywca

evanston/north shore
UNDERSTANDING CREDIT

TIPS FOR MANAGING YOUR CREDIT AND IMPROVING YOUR CREDIT SCORE

CREDIT REPORTING

- THREE MAJOR CRAs (credit reporting agencies)
  - TransUnion
  - Equifax
  - Experian
- Data on Credit Report:
  - balances
  - public records
  - collection accounts
  - inquiries
  - consumer statement
  - Credit Score

WHAT WE WILL COVER

- OVERALL IMPACT OF CREDIT
- CREDIT REPORTING AGENCIES
- YOUR CREDIT REPORT
- "THE FACT ACT"
- "THE CARD ACT"

THE FACT ACT

- HOW TO ACCESS YOUR FREE CREDIT REPORT
  - www.ANUALCREDITREPORT.COM
  - 877-322-8228
    - FULL NAME
    - DATE OF BIRTH
    - SEX
    - CURRENT/WAIVED ADDRESS
    - OTHER IDENTIFICATION AS REQUIRED
- Useful tips:
  - You will not receive a free credit score with your report
  - Don't call the credit reporting agency
  - Protect your identity

CREDIT

- Brief History
- National Statistics
- Benefits
- Disadvantages
- Credit and Data Management
- Importance of Consumer Education

DISPUTING INCORRECT INFORMATION

- Check consumer report for errors!
  - Account status, dates and out of date information
- Submit dispute form online or by mail
- FACT ACT protects consumers
  - Creditors and CRAs must respond to consumer dispute within 30 days
  - If not resolved contact State Attorney General or www.fcc.gov
  - Use consumer statement to explain unresolved issues
CREDIT SCORES

- CRAs have their own credit scores
  - TransUnion
  - Equifax
  - Experian
  - New "risk predictors" used today:
  - Vintage Score
  - Credit Inquiry Score
- There are many types of credit scoring tools developed by creditors to predict risk.
- Higher score = lower risk for creditor

Consumer Resources

- www.annualcreditreport.com or call toll free 1-877-322-8228
- www.ftc.gov
- www.myfico.com
- www.moneymangement.com or call toll-free 1-866-923-2227
- http://www.consumerfinance.gov
- www.optoutprescreen.com or call toll-free 1-888-5-OPT-OUT (1-888-567-8688)

CREDIT SCORES

- Credit scores go up and down based on the following 5 key factors:
  - Timely Bill Payment = 35%
  - Amount owed = 30%
  - Length of credit history = 15%
  - Amount of new credit = 15%
  - Types of credit = 10%
- www.myfico.com

Sponsored by the YWCA-Evanston, North Shore
THANKS FOR COMING!

THE 2009 CARD ACT

- President Obama signed The Credit Card Accountability, Responsibility and Disclosure Act in 2009
- First law to hold creditors accountable for consumer credit practices
- Key Features:
  - Fee protection
  - Explanation of rate increases
  - Limits on how much APR is increased
- Know your rights and your responsibilities!
CHECK YOUR CREDIT REPORT AT LEAST ONCE A YEAR

The Consumer Financial Protection Bureau advises consumers to check their credit reports at least once a year.

Consumers can receive free copies of their credit reports every 12 months from AnnualCreditReport.com. This is the only authorized source under federal law that provides free credit reports from the three major national credit reporting companies—Equifax, Experian and TransUnion. Other websites that promise free credit reports may require you to sign up for “free trials” that eventually charge you or purchase other products or services you may not need.

Check your credit report to:

- Look for and fix mistakes that could hurt your ability to get credit.
- Be sure your information is correct and up-to-date.
- Guard against identity theft.

Mistakes in your credit reports, or fraud caused by identity theft, can make borrowing more expensive or prevent you from getting credit.

Common mistakes in credit reports include:

- Loans and credit accounts you’ve never opened.
- Misspelled name, wrong Social Security number, wrong address, or phone number.
- Accounts wrongly listed as late, incorrect balances, incorrect credit limits, closed accounts listed as open, incorrect delinquency dates, or accounts listed more than once.

Dispute mistakes you find

Your credit report will include information about how to dispute a mistake. If your dispute is about a credit account, you should send a dispute letter to both the credit reporting company and creditor that was the source of the information.

Your dispute should clearly explain what you think is wrong and why. State the facts, explain why you are disputing the information, and request that it be corrected.

In your dispute letter to the creditor, you may want to enclose a copy of the relevant portion of your credit report. Highlight the items in question. Also, include copies of documents that support your position. Never send your original documents. Keep copies of your dispute letters and enclosures.

The credit reporting company and the creditor should investigate the dispute or fix any mistake. If the disputed information is wrong or cannot be verified, the creditor...
must delete or change it and provide a correction to the credit reporting companies that received the disputed information. If an investigation doesn’t resolve your dispute filed with a consumer report company, you can ask that a statement of the dispute be included in your credit file and in future credit reports.

You don’t need to pay for credit monitoring

Many companies that promise free credit reports want to sign you up for credit monitoring services or other products. You can take these free or lower cost steps to protect yourself.

Monitor your credit yourself

Under the law, you are entitled to a free credit report every 12 months from each of the nationwide credit reporting companies. You can get these reports all at once, or spread them out. For example, you could visit AnnualCreditReport.com in January to get your Experian report, in April to check your Equifax report, and again in August to get your TransUnion report. By rotating your requests this way, you can keep a periodic eye on your credit records for free.

Put the freeze on identity thieves

You do not need to pay a credit monitoring service to stop thieves from opening accounts with your information. Contact Equifax, Experian and TransUnion and ask that they put a freeze on your credit reports. A freeze prevents prospective creditors from accessing your credit file unless you lift the freeze for that creditor or for a specified period of time. Typically, creditors won’t offer you credit if they can’t access your credit reporting file, so a freeze prevents you or others from opening accounts in your name. Freezes are generally free for victims of identity theft.

Request a fraud alert

If you believe that you have been or are about to become the victim of identity theft or fraud, you can place a fraud alert on your credit report! A fraud alert requires lenders to take steps to verify your identity before opening a new account in your name, or issuing an additional credit card or increasing the credit limit on an existing account. You can also provide a telephone number so lenders can call you to verify your identity (a fraud alert does not prevent a lender from opening credit in your name).

TIP: If you suspect that the error on your report is a result of identity theft, you will need to file a dispute to correct it. For information about identity theft and steps to take if you have been victimized, you can also visit the Federal Trade Commission’s Fighting Back Against Identity Theft website: http://www.ftc.gov/idtheft/

Servicemembers

If you are a member of the military on active duty, you may place an “active-duty alert” on your credit report to reduce the risk of identity theft while you are deployed. This alert lets a business know that you are probably out of the country, so the business is required to take reasonable steps to verify your identity before issuing credit in your name. More information about active-duty alerts can be found on Ask CFPB at consumerfinance.gov/askcfpb.

If you have complaints or concerns about a credit monitoring service, contact the Federal Trade Commission, 877-FTC-HELP.

1 consumerfinance.gov/askcfpb/31/what-do-i-do-if-i-think-i-have-been-a-victim-of-identity-theft.html

Contact Us

🌐 Website
consumerfinance.gov

✉️ General inquiries
Consumer Financial Protection Bureau
1700 G Street NW
Washington DC 20552

📞 Submit a complaint by phone
855-411-CFPB (2372)
TTY/TDD 855-729-CFPB (2372)
How long would Information remain on your Credit Report

Information retention standards

<table>
<thead>
<tr>
<th>Category</th>
<th>Timing remains on your credit report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly payment activity</td>
<td>2 years</td>
</tr>
<tr>
<td>Inquiries</td>
<td>2 years</td>
</tr>
<tr>
<td>Civil Judgments</td>
<td>7 years from filing date or until satisfied</td>
</tr>
<tr>
<td>Tax liens w/ same standard as civil judgments</td>
<td>7 years from filing date or until satisfied</td>
</tr>
<tr>
<td>Trade lines / accounts</td>
<td>7 years from date of last activity</td>
</tr>
<tr>
<td>Chapter 7 bankruptcy</td>
<td>10 years from filing date</td>
</tr>
<tr>
<td>Chapter 13 bankruptcy</td>
<td>7 years from filing date</td>
</tr>
<tr>
<td>Collection accounts</td>
<td>10 years if payment not paid</td>
</tr>
<tr>
<td>Foreclosure</td>
<td>7 years from delinquency</td>
</tr>
<tr>
<td>Unpaid tax liens</td>
<td>7 years from date of delinquency</td>
</tr>
<tr>
<td>Charge offs</td>
<td>Indefinitely from date reported</td>
</tr>
<tr>
<td>Closed accounts</td>
<td>7 years from date of original delinquency</td>
</tr>
<tr>
<td></td>
<td>10 years from date closed</td>
</tr>
</tbody>
</table>

Out of date Information

- **Inquiries**: Credit and employment inquiries should remain on your credit report for two years.
- **Status**: Negative information, such as delinquency, that is more than seven years old should not appear on your credit report.
- **Judgments**: A judgment will remain on your report for seven years, but the holder of the judgment retains the option to renew the reporting period in the fifth year by paying a fee to the court to re-file.
- **Bankruptcy**: Chapter 7 bankruptcy should not be reported for longer than ten years after the court filing date. A Chapter 13 bankruptcy indicates that debt has been reorganized and the court has mandated a repayment plan. This type of bankruptcy will remain on your credit report for seven years after the filing date.
- **Tax liens**: Unpaid tax liens may stay on a credit report indefinitely (although Experian removes them after 15 years). If the tax debt has been paid, it remains on the credit report for seven years from the paid date.
5 TIPS:

Improving Your Credit Score

1. Get copies of your credit report—then make sure the information is correct.
   
   Go to www.annualcreditreport.com. This is the only authorized online source for a free credit report. Under federal law, you can get a free report from each of the three national credit reporting companies every 12 months.

   You can also call 877-322-8228 or complete the Annual Credit Report Request Form and mail it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.

2. Pay your bills on time.
   
   One of the most important things you can do to improve your credit score is pay your bills by the due date. You can set up automatic payments from your bank account to help you pay on time, but be sure you have enough money in your account to avoid overdraft fees.

3. Understand how your credit score is determined.
   
   Your credit score is usually based on the answers to these questions:

   ✓ Do you pay your bills on time? The answer to this question is very important. If you have paid bills late, have had an account referred to a collection agency, or have ever declared bankruptcy, this history will show up in your credit report.

   ✓ What is your outstanding debt? Many scoring models compare the amount of debt you have and your credit limits. If the amount you owe is close to your credit limit, it is likely to have a negative effect on your score.

   ✓ How long is your credit history? A short credit history may have a negative effect on your score, but a short history can be offset by other factors, such as timely payments and low balances.

   ✓ Have you applied for new credit recently? If you have applied for too many new accounts recently, that may negatively affect your score. However, if you request a copy of your own credit report, or if creditors are monitoring your account or looking at credit reports to make prescreened credit offers, these inquiries about your credit history are not counted as applications for credit.

   ✓ How many and what types of credit accounts do you have? Many credit-scoring models consider the number and type of credit accounts you have. A mix of installment loans and credit cards may improve your score. However, too many finance company accounts or credit cards might hurt your score.

4. Learn the legal steps to take to improve your credit report.
   
   The Federal Trade Commission's "Building a Better Credit Report" has information on correcting errors in your report, tips on dealing with debt and avoiding scams, and more.

5. Beware of credit-repair scams.
   
   Sometimes doing it yourself is the best way to repair your credit. The Federal Trade Commission’s "Credit Repair: How to Help Yourself" explains how you can improve your creditworthiness and lists legitimate resources for low-cost or no-cost help.
WHAT YOU NEED TO KNOW: New Credit Card Rules Effective Aug. 22

More new rules from the Federal Reserve mean more new credit card protections for you. Here are some key changes you should expect from your credit card company beginning on August 22, 2010:

Reasonable penalty fees

Let’s say you are late making your minimum payment.

- **Today:** Your late payment fee may be as high as $35, and you likely pay the same fee whether you are late with a $20 minimum payment or a $100 minimum payment.

- **Under the new rules:** Your credit card company cannot charge you a fee of more than $25 unless:
  - one of your last six payments was late, in which case your fee may be up to $35; or
  - your credit card company can show that the costs it incurs as a result of late payments justify a higher fee.

In addition, your credit card company cannot charge a late payment fee that is greater than your minimum payment. So, if your minimum payment is $20, your late payment fee can’t be more than $20. Similarly, if you exceed your credit limit by $5, you can’t be charged an over-the-limit fee of more than $5.

Additional fee protections

- **No inactivity fees.** Your credit card company can’t charge you inactivity fees, such as fees for not using your card.

- **One-fee limit.** Your credit card company can’t charge you more than one fee for a single event or transaction that violates your cardholder agreement. For example, you cannot be charged more than one fee for a single late payment.

Explanation of rate increase

- If your credit card company increases your card’s annual percentage rate (APR), it must tell you why.

Re-evaluation of recent rate increases

- **Today:** Your credit card company can increase your card’s APR with no obligation to re-evaluate your rate increase.

- **Under the new rules:** If your credit card company increases your APR, it must re-evaluate that rate increase every six months. If appropriate, it must reduce your rate within 45 days after completing the evaluation.

This set of rules is the latest in a series of regulations that implement the Credit Card Accountability, Responsibility, and Disclosure Act (the Credit Card Act). For information on protections under the Federal Reserve’s other credit card rules, see “What You Need to Know: New Credit Card Rules Effective Feb. 22.”

Useful terms...

- **annual percentage rate (APR)** for credit cards, the APR is the cost of credit expressed as a yearly interest rate. Each billing period (usually about a month), the company charges a fraction of the annual rate, called the periodic rate.

- **penalty fees** fees charged if you violate the terms of your cardholder agreement or other requirements related to your account. For example, your credit card company may charge a penalty fee if you make a late payment or if you exceed your credit limit.

Other resources...

Visit the Federal Reserve’s website at www.federalreserve.gov/consumerinfo to get more information about

- bank accounts and services
- credit cards
- identity theft
- leasing
- mortgages
- personal finance
- federal agency contacts

Need more direction? To learn more about how these new rules directly apply to you, contact your credit card company by calling their toll-free number.
What We Will Cover Today:

- Financial Priorities
- Financial Goals
- Developing Your Spending Action Plan or Budget
- Managing Your Budget
- Saving

Setting Financial Goals

- Financial Priorities Worksheet
  - Identify and list your financial wants and needs
  - Prioritize your wants and needs to help establish your short, mid-term and long-term goals

Financial Goals: Cont'd

- Financial Goal Worksheet:
  - Short-term = within 2 years
  - Mid-term = within 5 years
  - Long-term = over five years

- "SMART" Goals
  - Specific
  - Measurable
  - Achievable
  - Realistic
  - Cost
  - Trackable
  - Keep goals visible
  - Review goal list regularly

Creating Your Budget:

- What's coming in?
  - Monthly Income
    - Net income only!
  - Income tracking sheet (estimate)

- What's going out?
  - Expenses - what you spend
    - Fixed
    - Flexible
    - Periodic
  - Track all expenses
    - Calendar, notebooks, receipts, phone apps
  - Subtract income from expenses

Developing Your Spending Plan:

<table>
<thead>
<tr>
<th>Monthly Income (check or cash):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Fixed Expenses:</td>
<td></td>
</tr>
<tr>
<td>Rent/mortgage (principal, tax, insurance)</td>
<td></td>
</tr>
<tr>
<td>Life insurance</td>
<td></td>
</tr>
<tr>
<td>Medical/health insurance</td>
<td></td>
</tr>
<tr>
<td>Vehicle insurance</td>
<td></td>
</tr>
<tr>
<td>Disability insurance</td>
<td></td>
</tr>
<tr>
<td>Household insurance</td>
<td></td>
</tr>
<tr>
<td>Car payments</td>
<td></td>
</tr>
<tr>
<td>Other loan payments</td>
<td></td>
</tr>
<tr>
<td>Savings</td>
<td></td>
</tr>
<tr>
<td>Emergency savings</td>
<td></td>
</tr>
<tr>
<td>Other (list)</td>
<td></td>
</tr>
</tbody>
</table>

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COMMITTING TO A SAVINGS PLAN!!

- Essential part of your Money Management Plan
  - Financial Goals:
    - Short, mid and long term goal attainment
  - Regular Financial obligations
  - Periodic Living Expenses
  - Emergency Fund
  - Wealth building and...
  - Piece of Mind

CREATING YOUR BUDGET - CONT'D

Positive number?
- Have you identified all expenses?
- Are you saving enough money?
- Financial goals
- Emergency saving
- Periodic saving
- Did you include all expenses?
- Are you paying off debt aggressively?
- Do you have adequate insurance?

SAVING TIPS:

- Start Small
- Automatic Deposit
- Shop for Best Interest Rates
- www.bankrate.com
- Don't Touch
- Pretend it never happened

- Identify spending leaks
- Cut back on spending
- Include family members
- Set-up several accounts

CREATING YOUR BUDGET

Negative Number?
- Recalculate
- Have you stopped spending leaks?
- Included all income sources?
- You may choose to:
  - Increase income
  - Increase income and reduce expenses
  - Reduce overall expenses and cut back more

TIPS FOR DECREASING EXPENSES:

- Eat out less
- Target spending leaks
- Change habits
- Evaluate needs vs. wants
- Find ways to reward yourself for saving money

- Comparison shop
- Evaluate contractual agreements
- Always shop with a list
- Use Coupons
Memorandum

To: Members of the Human Services Committee

From: Mark Muenzer, Director of Community Development
Sarah Flax, Housing and Grants Administrator
Mary Ellen Poole, Housing Planner

Subject: Quarterly Report on Tenant Based Rental Assistance Program by Connections for the Homeless

Date: June 23, 2014

Background
City Council approved a $500,000 HOME grant to Connections for the Homeless for a 36-month Tenant Based Rental Assistance program (TBRA) on July 22, 2013. HOME funds will be used to provide stable housing for 20-30 families with children under the age of 18 whose head(s) of households are unemployed or underemployed. In addition, the adults receive educational supports and job training to enable them to earn a living wage and afford market rate rental housing. It is estimated that the program will provide stable housing for an average of 24 months for between 60 and 90 adults and children over a 36-month period and break the cycle of poverty and instability for two generations of Evanston residents.

Homeless and unstably housed families with children under the age of 18 have been identified as a priority for assistance in the City’s 2010-2014 Consolidated Plan, 2009 Affordable Housing Taskforce Report and Taskforce to End Homelessness Report. Evanston School Districts 65 and 202 have identified between 344 and 400 students who are homeless or unstably housed, either living in shelters in Chicago or doubled up with relatives and friends in Evanston. Families targeted by this program are ineligible for General Assistance and require a longer term rental subsidy and more comprehensive support services than can be provided by the Emergency Solutions Grant program (ESG) in order to achieve stable housing and economic independence.

Program Launch
The TBRA program launch was delayed for over two months by the implementation of the new HOME regulations, which went into effect on August 23, 2013, requiring revisions to program documents as well as additional processes for compliance. The federal government shut down in early October slowed response and approvals from the HUD Chicago field office for those changes, but final input was received from HUD.
on October 28, 2013 and the first meeting of Connections and City staff to review and approve applicants took place on November 21. To date, been 41 households have been evaluated for the program. As of July 7, 2014, 15 households, consisting of 17 adults and 37 children, have been approved;26 have been denied for various reasons including not returning calls or following up with appointments, being unwilling to participate in a self-sufficiency plan or ineligibility because they are not homeless or threatened with homelessness.

Household Eligibility
To be eligible for TBRA, a family must either be living in Evanston (current or last address), or the head of household works in Evanston, or has a bonafide job offer in Evanston. In addition, households must demonstrate the capacity to increase their income to at least 50% of area median within a 24 month period to sustain independent housing in Evanston. Currently, household incomes for those enrolled range from 0% of the area median income (AMI) to 30% AMI. Due to rapidly increasing rent rates, household incomes now need to be between 60% and 80% AMI ($39,120-$52,150 for a household of three) to maintain market rate housing at program exit.

Families are referred by school social workers or other agencies to Connections for assessment for the program. Applicants are screened for program eligibility by Connections, and reviewed/approved by a committee of Connections and City staff following the process used for HPRP and ESG. Households approved by the committee work with a case manager to develop a client-directed plan that includes education/training, financial literacy/money management and tenant training, as well as child care and other components based on the needs of the family. Adult(s) sign the TBRA agreement and meet with their case manager at least monthly to assess and modify the plan based on progress. Of the 15 households enrolled, four are enrolled in an employment/job skills program and eleven are both employed and enrolled in education programs. Program participation may be terminated for lack of cooperation/compliance with the case management plan. All but one household approved to date have maintained compliance with program requirements. One household left the program due to relocation out of state. Connections is working with the landlord to fill her unit with another TBRA household.

TBRA households may select any rental housing unit in the City of Evanston that meets HUD Housing Quality Standards (HQS) based on a pre-lease inspection and subsequent annual inspections. A program goal is to help locate TBRA families in their neighborhoods of choice based on their children’s school attendance areas or other factors that contribute to family and neighborhood stability. Units must meet occupancy standards based on household size and composition according to the City of Evanston’s occupancy code. Connections works with landlords throughout the City to locate units in the neighborhoods of choice for each HH. To date, one household is in Ward 2; eight households are living in Ward 5, one in Ward 6, four are in Ward 8, and one is in Ward 9. Children in TBRA households attend school at Orrington, Kingsley, Chute, Oakton, Nichols, Dewey, Willard, Haven and ETHS.

Rents cannot exceed the Housing Authority of Cook County Payment Standard for the Housing Choice voucher program and range from $980-$1600/month, depending on the apartment size and the zip code where the unit is located. Program participants pay
30% of their income for rent and utilities. Program participants with no income may be eligible for TBRA if there is a realistic plan that enables the household to achieve economic self-sufficiency within a stated period of time.

When a unit selected by a TBRA household has been inspected and approved, Connections conducts a final household income verification and analysis to determine the household’s monthly payment and the HOME share of the rent/utility subsidy.

Program benchmarks and progress against them are shown below:

- **10 households enrolled in the program by December 31, 2013 and 20 by December 31, 2014.**
  - **April 2014 Progress:** Achievement of the first benchmark was delayed by changes in the HOME regulations, as four households were enrolled by this date. Eleven households are now enrolled, with four in housing and units being sought for seven. Additional households are considered at twice monthly meetings and we expect to have 20 households in the program by August 1, 2014.
  - **July 2014 Progress:** As of July 7, 2014, fifteen households have been approved. All fifteen are currently housed. Two households are pending approval. Staff expects to reach the 20 household goal well before December 31, 2014.

- **$250,000 in HOME funds committed to specific households by June 30, 2014.**
  - **April 2014 Progress:** Rent and utility assistance for the four households for their first 12 months in the program totals $72,812, an average of $18,203 per household.
  - **July 2014 Progress:** Rent and utility assistance for the fifteen total households for their first 12 months in the program totals $215,202, an average of $14,346 per household. There are five pending applications that will be reviewed in early July. Staff continues to work closely with Connections and other referrals to ensure the recruitment and review process is appropriate and efficient.

The HOME TBRA program is making significant progress in the short time has been running, yet some challenges have been identified. Due to the high cost of housing in Evanston, the Housing Authority of Cook County adjusted the payment standards in the summer of 2013 to be 10-29% above HUD fair market rents. Although this makes it easier to find units that are appropriate for TBRA households based on their family sizes and located in neighborhoods throughout Evanston, it places greater demands on the heads of households to increase their incomes above 50% AMI in order to maintain their housing following exit from the program. Connections and City staff will continue to work with landlords to address this issue. Once a unit is located, some households lack basic household goods and furniture such as beds, tables, lamps cooking and eating utensils. Connections, City staff and the Housing and Homelessness Commission are
seeking partnerships with local agencies, businesses, religious organizations, etc., to help meet these basic needs for TBRA households.

As anticipated, the combined responsibilities of raising children and working results in some heads of households feeling overstretched, with little time for education such as certificate courses or college classes. In addition, some heads of households who are working full time jobs, even if earning minimum wage, are reluctant to reduce work hours in order to enroll in training/education programs. Some heads of households have the capacity and desire to enter a 4-year degree program that would ultimately lead to higher earning potential and greater economic stability; however TBRA is based on a 12-24 month housing subsidy. Connections and City staff will look at ways to partner with additional agencies or groups to address the needs of these households.

Program indicators and outcomes through June 30, 2014:

- Number of households evaluated for the program – 41
- Number of households accepted and stably housed – 15
- Number of heads of households in education/training program -15
- Number of households compliant with case management plans - 14
- Number of heads of households completing education/training – none
- Information on employment/earnings of heads of households – All households are currently at or below 30% of the area median income.
- Number of households receiving child care support, mainstream services, and other supportive services/benefits
  - 2 households receive childcare subsidies
  - 14 households receive Medicaid
  - All households receive food stamps
  - All children receive dental, optical, and annual checkups at Erie Health Center
  - All households receive bus or gas vouchers
  - All adults receive optical and preventive dental care through an Illinois Dept. of Human Services grant.
  - 2 households will be featured on a nonprofit’s website to help meet household needs
  - 9 mattresses were purchased for 2 households through the mattress fund set up by the Housing and Homelessness Commission