

ORDINANCE NO. 8384-50

AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF A LEASE AGREEMENT

WHEREAS, a public hearing was duly held at 7:15 P.M. on the 7th day of May, 1984, on the question of a proposed lease of the following generally described real estate:

400 square feet of office space on the first floor of the parking facility located at the corner of Main Street and Broadway Avenue, Urbana, Illinois;

and

WHEREAS, notice of such public hearing was duly published in the Champaign-Urbana News-Gazette, a newspaper having a general circulation within the City of Urbana, at least fifteen (15) days prior to the date of said public hearing, which such notice stated the time, place and date of such hearing and described the property that was to be leased; and

WHEREAS, in the opinion of at least three-fourths (3/4ths) of the City Council of the City of Urbana, it is no longer necessary, appropriate or in the best interests of the City of Urbana, for governmental purposes or proprietary activity of the City, to retain for the term thereof the said described real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

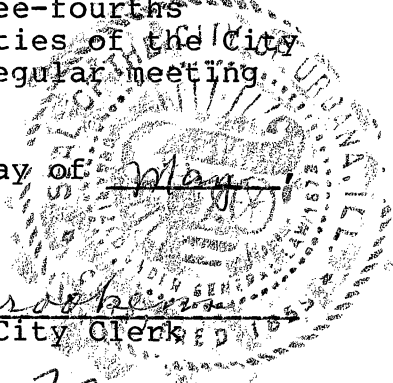
Section 1. That the City Council of the City of Urbana, Illinois finds as fact the recitals hereinabove set forth.

Section 2. That the "Lease Agreement" by and between the City of Urbana, Illinois and the Downtown Urbana Promotion Committee, in substantially the form of the copy of said Lease Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Lease Agreement, as so authorized and approved, for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths (3/4ths) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

1984. PASSED by the City Council this 7th day of May


Ruth S. Brookens
Ruth S. Brookens, City Clerk

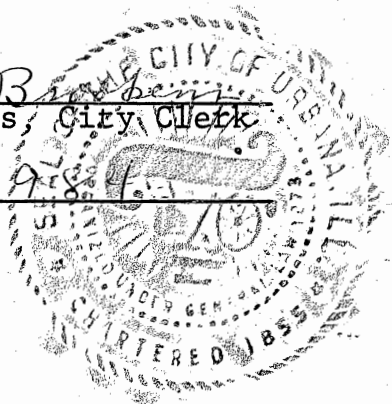
1984. APPROVED by the Mayor this 10th day of May

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8384-50 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 9, 1984
Date



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of May, 1984, by and between the City of Urbana, a municipal corporation of the State of Illinois (the "Lessor") and the Downtown Urbana Promotion Committee, a not-for-profit corporation of the State of Illinois (the "Lessee");

W I T N E S S E T H:

Section 1. Description.

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, the office space as presently constituted, consisting of 400 square feet on the first floor of the parking facility located at the corner of Main Street and Broadway Avenue, Urbana, Illinois (the "Premises").

Section 2. Term.

The Premises are leased for a term to commence on or about May 1, 1984, or such other time as the Premises shall otherwise be certified for occupancy by the Lessor, and shall terminate as hereinafter provided.

Section 3. Rent.

For and as consideration of any and all rent, Lessee, during the term of this Lease, agrees to do and perform the following:

A. Pay to Lessor, on or before the first day of each month during the term of this Lease Agreement, the sum and amount of \$35.00 per month for utility services furnished by Lessor to the Premises. Such sum and amount of \$35.00 per month may be increased from time to time by the Lessor provided that any such increase is based upon the actual cost of such utility services so furnished to the Premises by Lessor.

B. Provide, in coordination with the Public Facilities Division of the Public Works Department of the Lessor, marketing support of the above-described parking facility. In connection with such marketing support, it is the intention of the parties that Lessee shall provide reasonable assistance in the development and execution of a marketing program for said parking facility, the goal of which such program is to increase the use of said parking facility by short-term users and by long-term lessors of parking spaces. Such assistance by Lessee shall include, but not be limited to, the following:

1. Distribute such posters as provided by Lessor to downtown merchants and employers.

2. Allocate space in Lessee's newsletter announcing the parking facility, its hours and rental rates.

3. Distribute information to Lessee's members regarding parking problems and parking facility information.

4. Target information to nighttime business operations regarding free parking in the parking facility.

5. In addition to such other methods as might informally be provided, such feedback by the Lessee shall consist of written quarterly reports to the Lessor on the success of the marketing efforts so provided by the Lessee.

6. Advertise parking facility parking in Lessee's promotions and encourage Lessee's membership to privately advertise parking facility parking when appropriate.

C. Provide, in conjunction with appropriate officials and officers of the Lessor, reasonable general marketing support for the downtown area. For the purposes of this Lease Agreement, the downtown area shall be construed to be the area within the downtown development and redevelopment district as depicted on the Official Zoning Map of the City of Urbana, as such map may, from time to time, be amended. Such marketing activity shall include, but not be limited to, the following:

1. Maintain in its office within the Premises an inventory, which shall be available to the public, of commercial and office space within the downtown area, together with the potential use of such space. Such an inventory shall be updated every ninety (90) days, and such inventory shall additionally be provided to the Chamber of Commerce.

2. Utilize Lessee's newsletter to provide general information on the downtown area regarding City services or activities, such as, but not limited to, snow removal policies, parking policies, developmental activities, code changes, and other similar information.

3. Provide at its office within the Premises for prospective persons desiring to locate in the downtown area information concerning parking, leasable space and other pertinent matters, and make referrals to the Chamber of Commerce, lending institutions and Lessor, when appropriate.

Section 4. Use and Occupancy.

Lessee shall use and occupy the Premises as an office and for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

Section 5. Care and Repair of Premises.

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees.

All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

Section 6. Alterations, Additions, or Improvements.

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or on and about the Premises.

Section 7. Signs, Displays or Advertisements.

Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees or other structures projecting from the exterior of the Premises without Lessor's written consent thereto. Lessee further agrees to remove signs, displays, advertisements or decorations which Lessee has placed, or permitted to be placed on the Premises which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements or decorations within three (3) days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the Premises and remove them at Lessee's expense.

Section 8. Activities Increasing Fire Insurance Rates.

Lessee shall not do or suffer anything to be done on the Premises that will increase the rate of Lessor's general liability, fire or hazard insurance on the parking facility.

Section 9. Lessee to Carry Certain Insurance.

Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, general liability insurance in an amount of at least \$300,000 to protect Lessee against liability for damage claims through public use of or arising out of accidents occurring in or around the Premises. Lessee shall further procure and maintain any other insurance that Lessee desires on the Premises or on the personal property or improvements thereon at the expense of Lessee, it being understood by and between the parties that the Lessor shall in no way be responsible for any damage, injury or destruction with respect to any and all personal property or improvements of the Lessee or of any third party in connection with this Lease Agreement.

Section 10. Accumulation of Waste or Refuse Matter.

Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the parking facility.

Section 11. Abandonment.

Unless otherwise terminated as provided herein, Lessee shall not, without first obtaining the written consent of Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

Section 12. Assignment or Sublease.

Lessee shall not assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee and to every person to whom Lessee's interest under this Lease passes by operation of law.

Section 13. Compliance with Rules and Regulations.

Lessee shall observe and comply with all reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee, for the safety, care, and cleanliness of the parking facility and the comfort, quiet, and convenience of other occupants of the parking facility.

Section 14. Right to Inspect and Repair.

Lessor may, but shall not be obligated to, enter the Premises at any reasonable times, on reasonable notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on or about the Premises or the parking facility as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor for any loss of occupation or quiet enjoyment of the Premises occasioned thereby.

Section 15. Termination.

Either party to this Lease Agreement shall have the right and privilege to terminate said Lease Agreement at any time upon giving thirty (30) days notice, in writing, to the other party of its intention to do so, or this Lease Agreement may be terminated at any time upon the mutual agreement of both the Lessor and the Lessee, and in the event this Lease Agreement is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine.

Section 16. No Other Representations.

No representations or promises shall be binding on the parties hereto except those representations or promises contained herein or in some future writing signed by the party making such representations or promises.

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

DOWNTOWN URBANA PROMOTION
COMMITTEE

By: _____
Its _____

ATTEST:

Its _____