

RESOLUTION NO. 5082

A RESOLUTION AUTHORIZING A LEASE AMENDMENT TO THE ISU ART GALLERIES AT UPTOWN STATION LEASE CONCERNING REPAIR AND MAINTENANCE RESPONSIBILITIES

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, on November 4, 2013, the Council approved a lease agreement with ISU concerning the use of Town property in Uptown Station as the ISU Art Galleries; and

WHEREAS, that agreement provided that the Town would provide repair and maintenance services and that ISU would reimburse the Town for those services; and

WHEREAS, the lease agreement anticipates that the Town and ISU would agree on the scope and term of the services and reimbursement once the site was occupied; and

WHEREAS, the site is now occupied and the parties have agreed on the scope and terms of the services and reimbursement; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to amend the lease agreement to reflect the agreement of the Town and ISU concerning repair and maintenance services and reimbursement for those services.

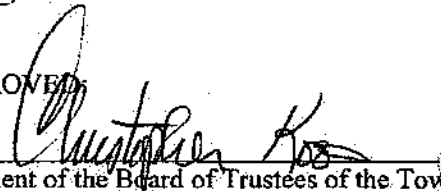
NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President is authorized to execute, for and on behalf of the Town of Normal, the Lease Amendment with the Board of Trustees of Illinois State University which is attached as Exhibit A and incorporated into this resolution.

SECTION TWO: That the Town Clerk is authorized and directed to attest to the signature of the President on the Lease Amendment and to retain a fully-executed original in her office for public inspection.

ADOPTED this 2<sup>nd</sup> day of March, 2015.

APPROVED:

  
\_\_\_\_\_  
President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

  
\_\_\_\_\_  
Town Clerk

(seal)

**FIRST LEASE AMENDMENT**

*11 Uptown Circle, Suites 103, 104, 105 Normal, Illinois*

THIS FIRST LEASE AMENDMENT made and entered into as of the 2<sup>nd</sup> day of March, 2015, by and between the Town of Normal, a Home Rule unit of local government, (hereinafter referred to as "LESSOR") and THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY, a body corporate and politic of the State of Illinois, with its principal office in Normal, IL 61790 (hereinafter referred to as "LESSEE");

**WITNESSETH:**

**WHEREAS**, LESSOR has by Lease Agreement dated November 4, 2013 (hereinafter "LEASE") leased to The Board of Trustees of Illinois State University as LESSEE premises known as Suites 103, 104, 105, 11 Uptown Circle, Normal, Illinois (hereinafter "Premises"), and;

**WHEREAS**, the LESSEE and LESSOR desire to further clarify the handling of certain maintenance and/or repairs for the Premises, and;

**WHEREAS**, the parties wish to set forth these matters in writing.

**NOW, THEREFORE**, it is agreed by the parties hereto as follows:

The existing LEASE is ratified and amended as follows:

1. Paragraph 5.03 of the original LEASE requires LESSEE to reimburse LESSOR on a monthly basis for the cost of routine cleaning and trash removal in an amount agreed to by the parties (which amount includes standard consumable supplies for the janitorial service). The paragraph is revised to state that LESSEE will reimburse LESSOR on a quarterly basis, rather than on a monthly basis. Exhibit A-1 to this First Lease Amendment outlines the current schedule and estimated charges for these services. Any changes to these services, including the cost of the services, must be mutually agreed upon by both parties.
2. Requests for repair and maintenance that are the responsibility of LESSOR are outlined in Exhibit A to the original LEASE. Any additional repairs and/or maintenance that are not the responsibility of LESSOR will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
3. Requests for event set up for events being held at the Premises will normally be handled by LESSEE. If LESSEE requests event set up from LESSOR it will be handled as outlined below. Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
4. All requests for repair, maintenance or event set up will be submitted as follows:
  - a. **Submitting a Maintenance or Repair Request:** All requests for repair and maintenance related to the Premises will be submitted to the ISU Work Management Center in the same manner as requests for on campus repair and maintenance are submitted. If necessary, ISU Work Management Center will create a work order through the Town's existing work order system, which is currently the "Facility Dude" system.
  - b. **Emergency Maintenance or Repair Request:** For emergency or after hours requests (before 8:30 am or after 5:00 pm Monday through Friday or weekends) the following Town of Normal employees should be contacted:

John Schoenbrun (309) 824 5477  
Ladeen Finely (309) 275 7427  
Tom Lentz (309) 275 9364

- c. **Event Set Up Request:** Requests for event set up will be submitted to the ISU Work Management Center in the same manner as requests for on campus event set up are submitted. If ISU desires the Town of Normal to perform the event set up, ISU Work Management Center will

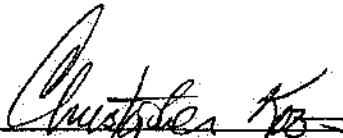
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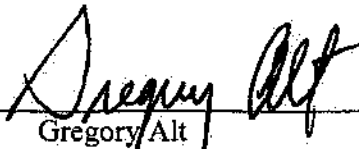
5. Monthly pest control for the Premises will be provided by LESSOR at a cost to LESSEE of \$30/quarterly (\$120 annually). Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
6. LESSOR will perform testing and inspection services on an annual basis for fire extinguishers (5), fire alarm systems and backflow prevention devices. Costs will be invoiced with the quarterly maintenance/repair billing in which the work is performed, and at the rate charged by the third party service provider performing the service.
7. LESSOR will provide key cutting services for the Premises to LESSEE on an as needed basis. This service will be provided at a cost of \$5 per key replacement if no core change out or access is breached. If core change out is required there will be an additional cost of \$57 per core. Costs will be invoiced on the quarterly maintenance/repair billing from LESSOR to LESSEE.
8. LESSOR will not be responsible for any LESSEE lock outs. Should a LESSEE employee be locked out of the Premises, the employee should contact ISU Work Management for assistance.
9. All other terms and conditions of said LEASE, except as specifically modified herein, shall remain in full force and effect.
10. This agreement will be binding upon the heirs, devisees, legatees, administrators, successors, beneficiaries, and assigns of the parties hereto, as the case may be.
11. Each individual signing this agreement represents that he/she is authorized to sign on behalf of their respective entity and that the entity is bound by the terms hereof.

**IN WITNESS WHEREOF**, LESSOR and LESSEE have caused these presents to be executed in the manner appropriate to each, all as and of the date and year first hereinabove set forth.

LESSOR: TOWN OF NORMAL:

LESSEE:  
THE BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY

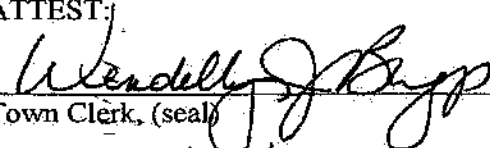
By:   
President, of the Board of Trustees  
of the Town of Normal

By:   
Gregory Alt  
Vice President for Finance & Planning

Date: 3/24/15

Date: 3/11/15

Approved as to legal form:

ATTEST:  
  
Town Clerk, (seal)  
Date: 3/24/15

  
Lisa M. Huson, General Counsel