

RESOLUTION 2019-160

PASSED: DECEMBER 9, 2019

**AUTHORIZING THE CITY MANAGER TO SIGN A STORAGE LEASE AGREEMENT WITH HOVIS LIGHT INDUSTRIAL PARK TO STORE THE DEKALB FIRE DEPARTMENT'S MOBILE TRAINING UNIT FROM DECEMBER 10, 2019 THROUGH APRIL 30, 2020.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule municipality with the power and authority conferred upon it by the Illinois Constitution; and,

**WHEREAS**, the City's Fire Department owns a mobile training tower (the "MTT") for firefighter training that requires indoor storage during the winter months; and

**WHEREAS**, Hovis is the owner and operator of property located at 1297 S. Seventh Street that provides sufficient space for storage of the MTT; and

**WHEREAS**, the City's Corporate Authorities find that approval of this Resolution is in the public interest and promotes the public health, safety and welfare;

**NOW, THEREFORE, BE IT RESOLVED BY** the Mayor and the Council of the City of DeKalb, Illinois as follows:

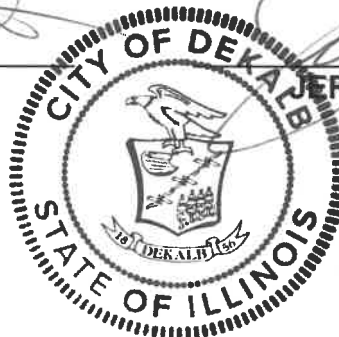
**SECTION 1:** The City's Corporate Authorities, by a  $\frac{3}{4}$  vote, approve the lease agreement with Hovis Light Industrial Park to store the DeKalb Fire Department's mobile training unit from December 10, 2019 through April 30, 2020, a copy of which is attached hereto and made a part hereof as Exhibit "A", and authorize and direct the City Manager or his designee to execute said lease and make such changes as shall be acceptable to the City Manager.

**SECTION 2:** The City Clerk or Executive Assistant shall be authorized and directed to attest the Mayor's Signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9<sup>th</sup> day of December 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
\_\_\_\_\_  
JERRY SMITH, Mayor



**EXHIBIT A  
(STORAGE LEASE AGREEMENT)**

**STORAGE CONTRACT**  
**HOVIS LIGHT INDUSTRY PARK, INC.**

This short-term Storage Contract ("Lease"), made and entered into between Hovis Light Industry Park, Inc. 1292 S 7<sup>th</sup> Street, DeKalb IL 60115, hereinafter referred to as "Lessor," and

Lessee: DeKalb Fire Department, 700 Pine St, DeKalb IL 60115

Lessee Contact: Jeff McMaster, Fire Chief, Office 815-748-8460, Mobile 815-901-5088

[jeff.mcmaster@cityofdekalb.com](mailto:jeff.mcmaster@cityofdekalb.com)

Lessor Contact: Tarryn Thaden, Building Manager, Mobile 815-751-4719

[TThaden@gmail.com](mailto:TThaden@gmail.com)

Lessee hereby leases storage space for a mobile training towner occupying a space 9' x 40' (360sf total) for gross rent of \$.59/sf/month (\$212.40/month). The space designated as Lessee's "Premises" is shown in Exhibit A.

The Lease shall begin on December 1, 2019 and end on April 30, 2020 (5 months).

Lessee may rent additional space at the same rate/sf if it is available.

The Lease will automatically extend on a month-to-month basis for a total lease period of up to 60 months unless Lessee gives Lessor one month's notice that Lessee is vacating the premises or Lessor gives Lessee one month's notice that the space is no longer available. On each anniversary of the beginning of the lease, the lease rate increases by 4%.

**Payment Terms:** Payments commence on the day Premises are occupied (with payment of at least first month's rent and last month's rent) and are prorated for the first month. Monthly payments are due in advance by the first day of each month. Payments not made by the 5<sup>th</sup> of the month incur a 5% late fee and interest at an annual rate of 12% from the beginning of the month on both the lease amount and the late fee.

Lessee agrees that items shall not be stacked higher than 18" below the sprinkler heads and that three feet of clearance shall be maintained around any fire suppression devices/electrical boxes in Premises.

**Prohibited items:** Lessee agrees that at no time will any of the following items be stored:

1. Illegal items
2. Flammable liquids and materials
3. Corrosives
4. Animals or people
5. Food/beverage items/animal food
6. Trash
7. Explosives/firearms/ammunitions
8. Hazardous/toxic material and waste
9. Wet or damp items

Indemnification of Lessor: Lessee shall indemnify and hold Lessor harmless from any causes of action, claims, costs, damages, expenses, injuries, losses, and reasonable attorney's fees arising out of this Lease, except for those caused by the negligence or willful conduct of Lessor and Lessor's agents, contractors, and employees.

Lessee shall promptly repair, to the satisfaction of the Lessor, any interior or exterior damage caused by the Lessee to either the Premises or to Lessor's building or land at Lessee's own cost and expense.

Mediation: All disputes arising out of this Lease shall first be brought to mediation in Illinois, and if not remedied in mediation, any legal action shall be brought in an Illinois Court. This Lease is binding on heirs, trustees, executors, and assigns. This Lease shall be interpreted according to Illinois law.

Entire Agreement: This Lease represents the parties' complete understanding of the entire agreement and no modifications of this Lease may be made except in writing and signed by or on behalf of both parties.

Date: 12-10-19

Date: 12-26-19

For Lessee:

Accepted for Hovis Light Industry Park, Inc.

  
\_\_\_\_\_

  
\_\_\_\_\_

Bill Nicklas  
\_\_\_\_\_

JAMES E HOVIS  
\_\_\_\_\_

Print Name

Print Name