

108-R-93

A RESOLUTION

Authorizing the City Manager to Execute  
a One Month Lease with  
Housing Options For The Mentally-Ill In Evanston

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston a lease by and between the City of Evanston as Lessor and Housing Options For The Mentally-Ill In Evanston, Inc. as Lessee, for the Civic Center Annex Apartment located at 2100 Ridge Avenue, Evanston. The City Manager may renew this lease on a month to month basis through and including October 31, 1994. Such lease shall be in substantial conformity with the lease marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms or conditions as may be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

*Lorraine A. Norton*  
\_\_\_\_\_  
Mayor

ATTEST:  
*Gustav Davis*  
\_\_\_\_\_  
City Clerk

Adopted: November 8, 1993

## LEASE FOR RESIDENTIAL PREMISES

The City of Evanston, an Illinois Municipal Corporation (hereinafter "Lessor"), hereby agrees to lease to Housing Options For The Mentally-Ill In Evanston, Inc. a/k/a HOME (hereinafter "Lessee") certain premises known as the "Civic Center Annex Apartment" located at 2100 Ridge in Evanston, Illinois. Said premises are intended for residential use.

For and in consideration of the mutual agreements and covenants contained herein, the parties agree to the following terms and conditions:

I. TERM OF LEASE AND RENTAL: The term of this lease shall be November 1, 1993 through November 30, 1993. The monthly rental for the period November 1, 1993 to November 30, 1993 shall be Eight Hundred Seventy Eight and .47/100 Dollars (\$878.47). Rent shall be payable to the Lessor at the offices of its City Manager on the \_\_\_\_ day of November, 1993.

II. UTILITIES: Lessor shall pay for water, heat and electric utilities except that Lessee shall be liable for costs of said utilities resulting from any abuses by its tenants as determined by Lessor. Any interruption of services due to repairs, improvements, etc., shall not render Lessor liable to Lessee for damages or allow abatement of rent during such interruption.

III. COMPLIANCE WITH LAWS: Lessee shall comply with all federal, state and city laws, rules and regulations, and City ordinances including all provisions of the City of Evanston Residential Landlord and Tenant Ordinance in its capacity as landlord of subject premises, and all provisions of the City of Evanston Zoning Ordinance.

IV. CONDITION AND UPKEEP OF PREMISES: Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and acknowledges that no representations as to the condition of 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 herein. Lessee will keep said premises, including all walls, surfaces and appurtenances, in good repair, replacing all broken glass with glass of the size and quality as that broken, and replacing all damaged plumbing fixtures with other of equal quality, and will keep said premises in a clean and healthful condition, according to the City ordinances and the direction of the proper public officers during the terms of this lease at Lessee's expense; and upon the termination of this lease in any way will yield said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted) and deliver the keys therefor at the place of payment of said rent. Lessee's obligations under this paragraph are limited to repair or replacement or damage caused by Lessee's conduct.

V. LESSEE NOT TO MISUSE: Lessee will not allow said premises to be used for any other purpose than that herein specified, nor allow said premises to be occupied in whole or in part by any other person for reasons not contemplated herein, and will not permit any transfer by operation of law of the interest in said premises nor permit the premises to be used for any purpose that will injure the reputation of the building, increase the fire hazard of such building, or disturb the tenants or the neighborhood. Lessee shall not permit any alteration, renovation, installation, or additions to any part of said premises except by the prior written consent of the Lessor. The cost of all alterations and additions to said premises shall be borne by Lessee and all such alterations and additions shall remain for the benefit of Lessor.

VI. MISCELLANEOUS PROVISIONS:

- A. **APPLIANCES, FURNISHINGS, ETC.:** Lessee may, at its own expense, install a clothes washer and dryer. Lessee may, at its own expense, furnish window accessories such as curtains, curtain rods, drapes. Lessee shall repair or assure the repair of any damage caused by removal of appliances, accessories or fixtures placed on the premises by Lessee or Lessee's tenants or agents. Lessor agrees to furnish for use of Lessee and its tenants a gas stove and refrigerator which shall remain the property of Lessor. At the option of Lessor, any fixtures or furnishings attached by Lessee, its agent or tenant, to walls, woodwork or floor shall remain the property of Lessor at the termination of the lease term.
- B. **SERVICES:** Lessor agrees to furnish outdoor refuse containers and to provide refuse removal service on a periodic basis. Extermination service will be provided by Lessor as required and if requested by Lessee.
- C. **PARKING:** Upon request of Lessee, a maximum of two (2) parking spaces in the Civic Center Parking Lot may be provided to Lessee, for use of its tenants.
- D. **PETS:** No pets shall be permitted on the premises.

IN WITNESS WHEREOF, the parties have executed this  
lease on the \_\_\_\_ day of \_\_\_\_\_, 1993.

Lessor: CITY OF EVANSTON

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Lessee: Housing Options of the  
Mentally-Ill in  
Evanston, Inc.

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_