

55-R-02

A Resolution

**Authorizing the Lease of the Civic
Center Annex Apartment to Housing Options
For the Mentally-Ill in Evanston**

WHEREAS, the City of Evanston owns certain real property legally described as follows:

PARCEL 1

Lot 1 (except the South 33 feet thereof) in Academy's Subdivision of part of Lot 19 in the Assessors Division of Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, according to the plat of said Subdivision recorded June 2, 1897, in Book 72 of plats, page 36 as document 2546204.

PARCEL 2

Lots 1 to 18 (except the South 33 feet of said Lots 2 and 18) in Academy's Subdivision of part of Lot 19 in the Assessors Division of fractional Section 7, Township 41 North, Range 14, east of the Third Principal Meridian, according to the plat of said subdivision recorded June 29, 1900 in Book 78 of plats, page 48 as document 2980315.

PARCEL 3

All of the North and South 20 foot vacated alley lying West of and adjoining Lot 1 in Academy's Subdivision aforesaid also all of the east and West 16.9 foot vacated alley lying between Lots 9 and 10 in Academy's subdivision aforesaid all in Cook County, Illinois.

WHEREAS, said real estate is improved with a five-story building known as the Evanston Civic Center at 2100 Ridge Avenue and a two-story building at 1223 Simpson Street known as the Evanston Civic Center Annex Apartment; and

WHEREAS, the City Council of the City of Evanston has determined that it is not necessary nor in the best interests of the City that it retain the use of certain second floor

space within said two-story building, and that said second floor space is not required for the use of the City of Evanston; and

WHEREAS, Housing Options for the Mentally-III in Evanston has leased said second-floor space for several years; and

WHEREAS, the City Council of the City of Evanston has determined that the best interest of the City of Evanston would be served by renewing the lease of said property with Housing Options For the Mentally-III in Evanston,

NOW, THEREFORE, 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-III in Evanston as Lessee, for certain second floor space known as the Civic Center Annex Apartment at a rental of One Thousand Three Hundred Eighty-eight and no/100ths Dollars (\$1388.00) per month for the period August 1, 2002 through July 31, 2003.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions on the lease of the aforesaid Civic Center Annex Apartment as may be determined to be in the best interests of the City.

(Continued on following page)

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.



Mayor

ATTEST:



City Clerk

Adopted: July 8, 2002

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. (hereinafter "Lessee") certain premises known as the "Civic Center Annex Apartment" located at 1223 Simpson in Evanston, Illinois. Said premises are intended for residential use as described herein by tenants of Lessee in connection with Lessee's independent living program.

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 from August 1, 2002 through July 31, 2003. The monthly rental shall be One Thousand Three Hundred Eight-eight and No/100 Dollars (\$1,388.00). Rent shall be payable to the Lessor at the offices of its City Manager on the first day of each month.

II. **SECURITY DEPOSIT:** Lessee has paid Nine Hundred Forty and No/100 Dollars (\$940.00) upon executive of Lease, as and for security deposit apart from monthly rental. The security deposit may be used to offset any damages to the premises which occur during the lease term or damages resulting from Lessee's breach of any provisions of this lease agreement, including court costs associated with enforcement of this lease by Lessor.

III. **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.

IV. **SUBLETS**: This lease may not be assigned. Lessee may sublet subject premises upon advance written approval of Lessor but in no event to more than three occupants at any one time for any single lease term. Lessor shall not unreasonably withhold approval. Lessee agrees that it shall screen all applicants for occupancy of premises according to its usual and customary screening process, and further agrees that it will limit the total amount of monthly rental imposed upon its tenants collectively to the monthly rental paid to Lessor hereunder or less, plus necessary and justifiable overhead costs of Lessee related to administration of the sublease. Failure of tenant(s) to pay rent or otherwise comply with its obligations to Housing Options for the Mentally-Ill in Evanston, Inc. shall not relieve Lessee of its liability to Lessor under paragraph 1 and other provisions of this Lease.

V. **INSURANCE**: 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 tenant and any subtenants of the tenant in the leased premises, in which bodily injury limits shall be not less than One Million Dollars (\$1,000,000) aggregate per person and per accident, and in which the property damage limits shall not be less than One Hundred Thousand Dollars (\$100,000). Lessee shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or

damages or charges imposed for any violation of the laws or ordinances, or as a result of accidents or other occurrences.

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

Lessee shall furnish copies of the Certificate of Insurance with the Lessor named as an additional insured with an insurance company acceptable to the Lessor. The Lessee shall furnish, where requested, a certified copy of the policy(s) to the Lessor. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or 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- Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable.

VI. **FIRE/CASUALTY**: In the event of damage caused by fire or other casualty which renders premises untenable, Lessor may at its option terminate this lease or repair premises within thirty (30) days and failing so to do, or upon the destruction of premises by fire or other casualty, the term hereby created shall cease and determine. In such event Lessor agrees to assist Lessee in its efforts to relocate its tenants.

VII. **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.

VIII. **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 in any way will yield said premises to Lessor in good condition and repair (loss by fire and ordinary excepted) and deliver the keys therefor at the place of payment of said rent. Lessee's obligations under this paragraph are limited to repair, replacement or damage caused by Lessee's conduct.

IX. **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.

X. **TERMINATION:** It is hereby covenanted and agreed by and between the parties hereto that any party hereto may terminate this lease upon the service of written notice to the other party hereto, said notice to be delivered not less than thirty (30) days prior to the first day of the month of the contemplated termination, provided however, that if lessee fails to comply with the provision of paragraph V, Insurance, lessor may terminate this lease by written notice delivered not less than thirty (30) days prior to the date of contemplated termination. Termination for a violation of paragraph V shall not require notice delivered prior to the first day of the month, but shall be effective thirty (30) days from any day upon which notice is delivered. Or, if either party terminates this lease pursuant to this paragraph, Lessee shall deliver the vacant premises to Lessor at the end of the notice period. Any removal of tenant-occupants from the premises which is required due to termination of this lease shall be performed by Lessee in compliance with applicable laws. All notices required shall be by registered mail. Notices to Lessor shall be addressed to the attention of the City Manager, 2100 Ridge Avenue, Evanston, Illinois.

XI. **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.

E. HOUSING OPTIONS WILL:

- a. direct the rent to the attention of the City Manager;
- b. provide the first name and last initial of residents as they move in and out of the apartment.
- c. provide a primary contact person for repairs: Susan Kramer – 847/866-6144;
- d. provide a current phone number for the apartment;

- e. check and monitor with residents regarding the heat settings; and
- f. provide copy of the current insurance certificate to the City Attorney.

XII. **AMENDMENTS**: This lease may be amended only in writing and by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this lease on the _____ day of _____, 2002.

ATTEST:

LESSOR: CITY OF EVANSTON
By: _____
Roger D. Crum
City Manager

ATTEST:

LESSEE: HOUSING OPTIONS FOR
THE MENTALLY-ILL IN
EVANSTON, INC.
By: _____
Typed Name/Title