

1/19/00

4-R-00

A RESOLUTION

**Authorizing the Lease of the Apartment No. 1
Of the Municipal Center**

WHEREAS, the City of Evanston owns certain real property commonly known as the Evanston Municipal Service Center located at 2020 Asbury, Evanston, Illinois; and

WHEREAS, the City Council of the City of Evanston has determined that it is in the best interests of the City that it retain the use of certain second floor space within said improved real estate, but that apartment no. 1 in the second floor space is not required for the use of the City; and

WHEREAS, John Sturtevant has proposed to lease apartment no. 1 in the second floor space at 2020 Asbury Avenue; and

WHEREAS, the City Council has determined that the best interests of the City would be served by the leasing of said property to John Sturtevant,

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, a lease by and between the City as Lessor and John Sturtevant, Lessee, for apartment no. 1 of the Municipal Service Center for a term of one (1) year at a rental of \$661.00 per month, for the period of September 1, 1999 through

January 31, 2000, and \$694.00 for the period February 1, 2000 through August 31, 2000.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions or terms on the lease of aforesaid property at as may be determined in the best interest of the City.

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.

Adopted: January 24, 2000

Lorraine H. Norton
Mayor

ATTEST:
Mary P. Morris
City Clerk

CITY OF EVANSTON - MODEL LEASE AGREEMENT

LEASE SUMMARY

DATE OF LEASE	TERM OF LEASE		TOTAL RENT FOR TERM	PAYABLE MONTHLY	SECURITY DEPOSIT*	DECORATING ALLOWANCE*
	BEGINNING	ENDING				
	12:01 A.M.	12:01 A.M.				
	2/1/2000	8/31/2000	\$8328.00	\$694.00		
	DATE	YEAR	DATE	YEAR		

*IF NONE, WRITE "NONE"

TENANT John Sturtevant
 LIST ALL OCCUPANTS 7/17/42
 (NAMES AND BIRTHDAYS):

LANDLORD City of Evanston
 NAME(S):

APARTMENT: 2020 Asbury
 ADDRESS OF East Unit 1
 PREMISES: Evanston, IL 60201
 TELEPHONE:

BUSINESS: 2100 Ridge Avenue
 ADDRESS: Evanston, IL 60201

TELEPHONE of Landlord or Agent:
 24 Hour Telephone Number(s):

This Agreement is made and entered into on the date first shown above by and between Landlord and Tenant. Landlord and Tenant agreed together:

Additional AGREEMENTS between Landlord and Tenant (if any) including repairs to be made, parking arrangements, storage facilities, renewal options:

1. If, during the term of this Lease, the employment of the Tenant with the City of Evanston is terminated for any reason, the lease term shall terminate 30 days from the tenant's last day of said employment.
2. The Evanston Housing Code restricts occupancy of the Unit to two (2) individuals.
3. One parking space is provided for this rental unit. Said parking space is located at the parking lot at the northeast corner of Leon Street and Asbury Street. (Roof Parking)
4. The tenant shall provide Watchman Service for the 2020 Asbury property (known as the Municipal Service Center). This Watchman Service shall consist of reporting all unusual circumstances immediately, and calling 911 Evanston Police Department.

LEASE AGREEMENTS AND COVENANTS

1. **THE PREMISES.** Landlord hereby leases to Tenant the apartment shown above (called the "premises") located at the address shown above, under the terms and conditions set forth below.
2. **IDENTIFICATION OF OCCUPANTS.** All rental agreements for leases of dwelling units subject to this Chapter which are newly executed and/or renewed on or after August 1, 1994 shall contain the full names and birth dates of all occupants of the dwelling and leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing rental agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy permitted elsewhere in the City Code for that size unit.
3. **TERM OF LEASE AND RENT.** Tenant shall be entitled to occupy the premises for the term shown in the Lease Summary above and for a total rent as shown in the Lease Summary, payable by Tenant to Landlord on the first day of each month unless otherwise specified. Landlord shall give Tenant a written rent receipt for rent paid whenever requested.
4. **UTILITIES.** Landlord agrees to furnish the following services to Tenant: electricity, gas, water, heat, trash and garbage removal. For use on the premises of the following utilities Tenant will be billed directly and make payment to the utility company (specify) telephone: _____
5. **PERSONS AUTHORIZED TO ACT ON BEHALF OF LANDLORD.** The following person is authorized by the Landlord to manage the premises: _____
 located at _____
 The following person is authorize to act on behalf of the Landlord for the purpose of service of process and for the purpose of receiving notices and demands _____
 located at _____
 If the information required in this paragraph is left blank the person who signs this Lease on behalf of the Landlord becomes an agent of each person who is a Landlord for service of process, receiving notices and demands, and for performing the obligations of the Landlord under this Lease and expending of making available for that purpose all rent collected from the premises.
 The information required to be furnished by this paragraph shall be kept current. The terms of the paragraph extend to and are enforceable against any successor Landlord or manager.
6. **CODE VIOLATIONS.** Landlord agrees to provide to the Tenant in writing a list of code violations cited by the City of Evanston for the premises and common area of the premises at the time the TENANT initially enters into this lease or renewal thereof. If this information is not provided by the Landlord, the TENANT may pursue the remedies provided in paragraphs 14 and 15 of this Lease.
7. **FIXTURES.** All cabinets, drapes, blinds and shutters, plumbing fixtures, electrical fixtures, refrigerators, ovens, stoves and all following fixtures and furniture now on the premises (specify, if any) are part of the premises and leased at no extra charge to Tenant with the premises:
8. **HEATING AND HOT WATER.** Landlord shall furnish to and for the use of Tenant, in fixtures on the premises provided for such purpose by Landlord and no other fixtures, hot and cold water in radiators or other fixtures on the premises, and a reasonable amount of heat at reasonable hours at least as required by the applicable municipal code.
9. **USE OF PROPERTY.** Tenant shall use the premises for residential purposes only, unless otherwise agreed.
10. **SECURITY DEPOSIT.**
 - a. Upon execution of this agreement, Tenant shall pay Landlord security deposit equal to the security deposit shown in the Lease Summary unless such security deposit is equal to one and one-half (1 1/2) month's rent. If the Landlord requires a security deposit in excess of one month's rent, that portion in excess of one month's rent at the election of the Tenant, shall be paid either at the time the Tenant pays the initial security deposit, or shall be paid in no more than six equal installments no later than six months after the effective date of the lease. Interest on that portion of a security deposit exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the Landlord.
 - b. Upon termination of the Tenancy, property or money held by the Landlord as security or pre-paid rent may be applied to the payment of accrued rent and the amount of damages which the Landlord has suffered be reason of the Tenant's noncompliance with paragraph 12 hereof, all as itemized by the Landlord in a written notice delivered to the Tenant together with the amount due twenty-one (21) days after Tenant has vacated his unit. If the Landlord fails to comply with the provisions herein, the Tenant may recover the property and money due him together with damages in an amount equal to twice the amount wrongfully withheld and reasonable attorney's fees.
11. **INTEREST ON SECURITY DEPOSITS.** The Landlord who receives security or prepaid rent from a Tenant shall pay interest to the Tenant computed from the date of deposit at a rate of five percent (5%) per year and within thirty (30) days after the end of each twelve-month period, pay to the Tenant any such interest by cash or credit, to be applied to rent due, except when Tenant is default under the terms of this lease.
12. **ENTRY BY LANDLORD.**
 - a. The Tenant shall not unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or show the dwelling unit to prospective or actual purchasers, mortgagees, Tenants or workmen.
 - b. The Landlord may enter the dwelling unit without consent of the Tenant in case of emergency. The Landlord shall not abuse the right of access or use it to harass the Tenant Except in cases of emergency, or unless it is impractical to do so, the Landlord shall give the Tenant at least two (2) days notice of his intent to enter and may enter only at reasonable times.
13. **ADDITIONAL TENANT OBLIGATIONS.** Tenant shall:
 - a. Comply with all obligations imposed upon Tenant by provisions of the codes applicable to the dwelling unit.
 - b. Keep that part of the premises that he occupies and uses as safe as the condition of the premises permits.
 - c. Dispose from his dwelling all ashes, rubbish, garbage and other waste in a clean and safe manner.
 - d. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.
 - e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances, including elevators, in the premises.
 - f. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
 - g. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
 - h. Not engage in or permit the unlawful selling, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.
14. **ADDITIONAL LANDLORD OBLIGATIONS.**
 - a. Landlord shall maintain the premises in substantial compliance with the applicable codes of the City of Evanston and shall promptly make any and all repairs necessary to fulfill this obligation.
 - b. The Landlord and Tenant of any dwelling unit may agree that the Tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if: the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the Landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and the agreement does not diminish or affect the obligation of the Landlord to other Tenants in the premises.
15. **TENANT'S REMEDIES FOR LANDLORD'S NONCOMPLIANCE WITH LEASE.**
 - a. If there is a material noncompliance by the Landlord with the terms of this Lease the Tenant may deliver a written notice to the Landlord specifying the breach and that the rental agreement will terminate on a date not less than thirty (30) days after receipt of the notice, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, upon a date not less than forty-eight (48) hours after receipt of the notice unless the breach is remedied by the Landlord prior to the expiration of the notice. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The Tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the Tenant, a member of his family, or other person on the premises with his consent.
 - b. The Tenant may recover damages and obtain injunctive relief for any material noncompliance by the Landlord of this Lease. If the Landlord noncompliance is willful, the Tenant may recover reasonable attorney's fees.
 - c. If the rental agreement is terminated, the Landlord shall return all security and interest and all prepaid rent.
16. **TENANT'S REMEDIES: SELF HELP FOR MINOR DEFECTS AND RENT WITHHOLDINGS.**
 - a. With respect to any single violation, the Tenant may choose either the remedy in subsection (1) or the remedy in subsection (2) but not both.
 - (1) If the Landlord fails to comply with the terms of this Lease, and the reasonable cost of compliance is less than two hundred dollars (\$200.00) or an amount equal to one-half of the monthly rent, whichever amount is greater, the Tenant may recover damages for the breach under 14b or may notify the Landlord in writing of his intention to correct the condition at the Landlord's expense. If the Landlord fails to comply within fourteen (14) days after being notified by the Tenant in writing or as promptly as conditions require in case of emergency, the Tenant may have the work done in a workmanlike manner and after submitting to the Landlord a receipted bill from an appropriate tradesman, deduct from his rent the amount thereof, not exceeding the limits specified in this subsection, provided that the Tenant has fulfilled his affirmative obligations under paragraph 12 of this Lease.
 - (2) If the Landlord fails to comply with the terms of this Lease, the Tenant may where the condition has been cited as a code violation by the City of Evanston, notify the Landlord in writing of the Tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the Landlord fails to correct the condition within fourteen (14) days after being notified by the Tenant in writing, the Tenant may, during the time such failure continues, deduct from the rent the stated amount.

