

08/08/2003

50-R-03

A RESOLUTION

**Authorizing Renewal of
Lease of the East Apartment of
The Municipal Service 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 the east apartment unit of second floor space is not required for the use of the City; and

WHEREAS, John Sturtevant has proposed to renew his lease for the east apartment of the second floor space at 2020 Asbury Avenue; and

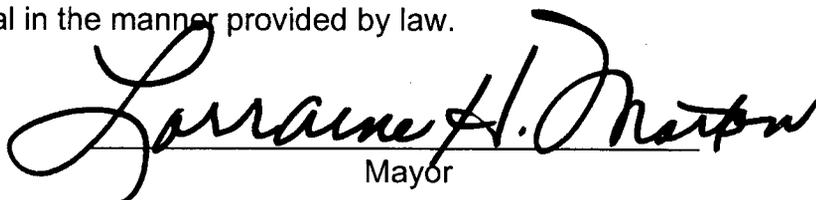
WHEREAS, the City Council has determined that the best interests of the City would be served by the renewal of the lease of said property to John Sturtevant,

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 renewal by and between the City as Lessor and John Sturtevant, Lessee, for the east apartment of the Municipal Service Center for a term of one (1) year, from September 1, 2003 through August 31, 2004, at a rental of \$760.00 per month.

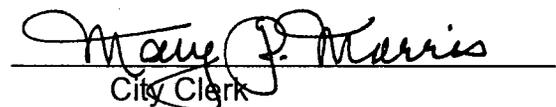
SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions on the lease renewal of aforesaid space as may be determined to be in the best interests of the City.

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.



Mayor

ATTEST:



City Clerk

Adopted: August 18, 2003

CITY OF EVANSTON - MODEL LEASE AGREEMENT

LEASE SUMMARY						
DATE OF LEASE	TERM OF LEASE		TOTAL RENT FOR TERM	PAYABLE MONTHLY	SECURITY DEPOSIT*	DEF ALL
	BEGINNING	ENDING				
	12:01 A.M.	12:01 A.M.				
	09/01/02	08/31/03	\$9120.00	\$760.00		
	<small>DATE YEAR</small>	<small>DATE YEAR</small>				

*IF NONE, WRITE "NONE"

TENANT

LIST ALL OCCUPANTS **John Sturtevant**
(NAMES AND BIRTHDAYS): **07/17/1942**

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

LANDLORD

NAME(S): **City of Evanston**

BUSINESS: **2100 Ridge Avenue**
ADDRESS: **Evanston, IL 6020**
TELEPHONE of Landlord or Agent: **(847) 86**
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 a

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 term shall terminate 30 days from the tenant's last day of 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 on the roof of the 2020 Asbury Building, Leon Street and Street.
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 authorized 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 the 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 because 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 rental 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 inspect the premises, make necessary or agreed repairs, decorations, alterations necessary or agreed services or show the dwelling unit to prospective or actual tenants or workmen.
- b. The Landlord may enter the dwelling unit without consent of the Tenant in case of emergency. Landlord shall not abuse the right of access or use it to harass the Tenant. Except in case of emergency, Landlord shall give the Tenant at least two (2) days notice before entering only at reasonable times.

13. ADDITIONAL TENANT OBLIGATIONS. Tenant shall:

- a. Comply with all obligations imposed upon Tenant by provisions of the code unit.
- b. Keep that part of the premises that he occupies and uses as safe as the condition of the premises.
- c. Dispose from his dwelling all ashes, rubbish, garbage and other waste in a proper manner.
- d. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean and in good working order.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating 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 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, distribution, giving away or use of any controlled substance; prostitution; or gambling.

14. ADDITIONAL LANDLORD OBLIGATIONS.

- a. Landlord shall maintain the premises in substantial compliance with the applicable codes 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 responsible for maintenance tasks, alterations or remodeling only if: the agreement of the parties is in writing signed by the parties and supported by adequate consideration; and the agreement affects the obligation of the Landlord to other Tenants in the premises.

15. TENANT'S REMEDIES FOR LANDLORD'S NONCOMPLIANCE WITH THIS LEASE.

- a. If there is a material noncompliance by the Landlord with the terms of this Lease, the Tenant may give written notice to the Landlord specifying the breach and that the rental agreement shall be terminated if the Landlord does not remedy the breach within thirty (30) days after receipt of the notice, or, in the case of a dwelling unit 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. The Tenant may not terminate for a condition caused by the deliberate act of the Tenant, a member of his family, or other person on the premises with the consent of the Landlord.
- b. The Tenant may recover damages and obtain injunctive relief for any material breach of this Lease. If the Landlord noncompliance is willful, the Tenant may also recover reasonable attorney's fees.
- c. If the rental agreement is terminated, the Landlord shall return all security and rent to the Tenant.
16. **TENANT'S REMEDIES: SELF HELP FOR MINOR DEFECTS AND REPAIRS.**
a. With respect to any single violation, the Tenant may choose either the remedy set forth in subsection (1) or (2) but not both.
(1) If the Landlord fails to comply with the terms of this Lease, and the amount of the breach is less than two hundred dollars (\$200.00) or an amount equal to or less than one month's rent, whichever amount is greater, the Tenant may recover damages for the breach by notifying the Landlord in writing of his intention to correct the condition. The Landlord fails to comply within fourteen (14) days after being notified, the Tenant may, as promptly as conditions require in case of emergency, the Tenant may, in a workmanlike manner and after submitting to the Landlord a receipt from a licensed tradesman, deduct from his rent the amount thereof, not exceeding the amount of the breach, provided that the Tenant has fulfilled his affirmative obligation under this Lease.
(2) If the Landlord fails to comply with the terms of this Lease, and the Tenant has been cited as a code violation by the City of Evanston, notify the City of Evanston of the violation. If the Landlord fails to correct the condition within thirty (30) days after being notified by the Tenant in writing, the Tenant may, in a workmanlike manner and after submitting to the Landlord a receipt from a licensed tradesman, deduct from his rent the amount thereof, not exceeding the amount of the breach, provided that the Tenant has fulfilled his affirmative obligation under this Lease.