

44-R-10

A RESOLUTION

**Authorizing the City Manager to Execute a Lease
between the City and Norma and Nolan Robinson
for the Apartment Located at 1223 Simpson Street**

WHEREAS, the City of Evanston owns certain real property commonly known as 1223 Simpson Street, in Evanston, Illinois; and

WHEREAS, the 1223 Simpson Street property is improved with a structure containing a residential apartment unit; and

WHEREAS, Norma and Nolan Robinson currently lease said apartment pursuant to a lease dating from August 1, 2009; and

WHEREAS, said lease will expire on July 31, 2010; and

WHEREAS, the Robinsons have proposed to execute a new lease for said apartment; and

WHEREAS, the Robinsons are up-to-date in their rent payments; and

WHEREAS, the City Council has determined that said apartment is not required for the use of the City, and that the best interest of the citizens of the City would be served by the leasing of said apartment to the Robinsons,

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

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

SECTION 2: 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 Norma and Nolan Robinson, as Lessees, for the apartment located at 1223 Simpson Street, Evanston, Illinois. The lease shall be for the period from August 1, 2010, through July 31, 2011, at a monthly rental of one thousand, three hundred, and no/100 dollars (\$1,300.00). Such lease shall be in substantial conformity with the lease marked as Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the lease as may be determined to be in the best interests of the City.

SECTION 4: That this Resolution 44-R-10 shall be in full force and effect from and after the date of its passage and approval in the manner required by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: July 12, 2010

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				
7/12/10	12:01 A.M. 8/1/10	12:01 A.M. 7/31/11	\$15,600.00	\$1300.00	\$1300.00	
	DATE YEAR	DATE YEAR				

"IF NONE, WRITE 'NONE'"

TENANT Nolan Robinson 7/2/69
 LIST ALL OCCUPANTS Norma Robinson 7/21/74
 (NAMES AND BIRTHDAYS): Timerra Dunnock 7/12/95
 Nora and Nolan Robinson 5/25/99
APARTMENT: Boiler Room Apartment
ADDRESS OF: 1223 Simpson Street
PREMISES: Evanston, IL 60201
TELEPHONE:

LANDLORD City of Evanston
NAME(S): Facilities Management
BUSINESS: Room 1450
ADDRESS: 2100 Ridge Avenue
 Evanston, Il 60201
TELEPHONE of Landlord or Agent: (847) 866-2916
24 Hour Telephone Number(s): (847) 866-2916

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, storage facilities, renewal options.

Resolution 44-R-10 authorizing the City Manager to enter into a lease with Nolan and Norma Robinson for the Boiler Room Apartment located at 1223 Simpson Street, Evanston, Il 60201.

LEASE AGREEMENTS AND COVENANTS

All sections referred to in this Lease Agreement are regarding sections detailed in the Evanston Residential Landlord and Tenant Ordinance and shall be referred to thereafter as "ERLTO" - (Chapter also means "ERLTO").

1. **THE PREMISES.** (SECTION 5-3-2 (A))
2. **IDENTIFICATION OF OCCUPANTS.** (SECTION 5-3-1(B)). 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 unit 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.** (SECTION 5-3-3-1)
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.** (SECTION 5-3-5-2) (A-C)
6. **CODE VIOLATIONS.** (SECTION 5-3-5-2) (D)
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.** (SECTION 5-3-4-4)
10. **SECURITY DEPOSIT.** (SECTION 5-3-5-1(A-G))
 - a. Upon execution of this agreement, Tenant shall pay Landlord security deposit equal to 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 by reason of the Tenant's noncompliance with SECTION 5-3-4-1 of this chapter, 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. Any security or pre-paid rent not so applied, and any interest on such security due to Tenant shall be paid to the tenant within twenty-one (21) days after tenant has vacated his unit. In the event the rental agreement terminates pursuant to SECTION 5-3-7-4(A), regarding Landlord's wrongful failure to supply essential services, the obligations imposed on the Landlord pursuant to SECTION 5-3-5-1(C), shall be performed within forty-eight (48) hours after the expiration of the seven (7) day written notice to the Landlord to restore service.
11. **INTEREST ON SECURITY DEPOSITS.** (SECTION 5-3-5-1 (B-C)) Effective October 1, 2002, a landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest rate paid on such security deposits in the City of Chicago. Interest on security deposits on leases commencing prior to October 1, 2002, shall be paid at the rate of five

- percent (5%) per year through December 31, 1975, and five percent per year from (January 1, 1976 through September 30, 2002). A landlord shall pay to the tenant interest on all deposits within thirty (30) days after the end of each twelve (12) month rental period, by cash or credit to be applied to the rent due, except when tenant is in default under terms of the rental agreement. Interest on that portion of the security deposit or prepaid rent exceeding one month's rent, if paid in installments, shall not be computed until all installments are paid to the landlord. (SECTION 5-3-5-1)
12. **ENTRY BY LANDLORD.** (SECTION 5-3-4-3)
 - 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.** (SECTION 5-3-4-1) Tenant shall:
 - a. Comply with all obligations imposed upon Tenant by provision 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 premise.
 - 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 premises.
 - h. Not engage in or permit the unlawful selling, possession, serving, storage, delivery, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.
14. **ADDITIONAL LANDLORD OBLIGATIONS.** (SECTION 5-3-5-3)
15. **TENANT'S REMEDIES FOR LANDLORD'S NON COMPLIANCE** (SECTION 5-3-7-1)
16. **TENANT'S REMEDIES: SELF HELP FOR DEFECTS AND RENT WITHHOLDINGS.** (SECTIONS 5-3-7-3)
17. **TENANT'S REMEDIES FOR LANDLORD'S FAILURE TO SUPPLY ESSENTIAL SERVICES.** (SECTION 5-3-7-4)
 - a. If contrary to the rental agreement, the Landlord, fails to supply heat, running water, hot water, electricity, gas, or plumbing the Tenant may:
 - (1) Deliver a written notice to the landlord specifying the service to be restored, that the service must be restored within seven (7) days of delivery of the notice, and that the rental agreement will terminate automatically at the expiration of the seven (7) days if the specified service is not restored.
 - (2) Pay for the provision of these services and deduct the cost from their next rental payment, or payments, in the event the cost of services procured exceeds the amount of the next rental payment.
 - (3) Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney's fees; or

