

7/16/2013

46-R-13

A RESOLUTION

Authorizing the City Manager to Execute a Lease Agreement by and 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 (the "Property"); and

WHEREAS, the 1223 Simpson Street property is improved with a structure containing a residential apartment unit and one of the City's boiler units below the apartment; and

WHEREAS, Norma and Nolan Robinson currently lease said apartment pursuant to a one-year lease agreement (August 1, 2012 – July 31, 2013), which was authorized by Council pursuant to Resolution 17-R-13; and

WHEREAS, the Robinsons have proposed to execute a new one-year lease agreement for the apartment; and

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

WHEREAS, the City Council has determined that said apartment is not required for the use by 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,

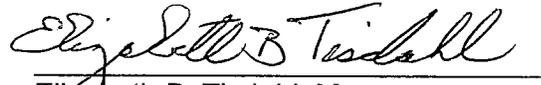
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

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, 2013, through July 31, 2014, 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 1, 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 46-R-13 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 22, 2013

EXHIBIT 1

**Lease by and between the City of Evanston and
Norma and Nolan Robinson for the
Apartment Located at 1223 Simpson Street
for the Period of August 1, 2013 through July 31, 2014**

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				
8/1/13	12:01 A.M. 8/1 2013 <small>DATE YEAR</small>	12:01 A.M. 7/31 2014 <small>DATE YEAR</small>	\$15,600	\$1,300	\$1,300	N/A

*IF NONE, WRITE "NONE"

TENANT *Nolan Robinson 7/2/69* LANDLORD
 LIST ALL OCCUPANTS: *Norma Robinson 7/21/74* NAME(S): *City of Evanston*
 (NAMES AND BIRTHDAYS): *Timera Demmoe 7/11/95*
 APARTMENT: *Nora and Nolan Robinson: 5/65/99* BUSINESS: *2100 Ridge Avenue*
 ADDRESS OF PREMISES: *1223 Simpson Boiler Room Apt.* ADDRESS: *Evanston, IL 60201*
 TELEPHONE: *Evanston, IL 60201* TELEPHONE of Landlord or Agent: *847-448-9238*
 24 Hour Telephone Number(s): *311*

This Agreement is made and entered into on the date first shown 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 46-R-13, authorized City Manager to execute lease agreement.

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 Title 5 Chapter 3 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

Landlord initials _____
 Tenant initials _____

or prepaid rent not so applied, and any interest on such security due to the tenant shall be paid to the tenant within twenty-one (21) days after tenant has SECTION 5-3-7-4(A), regarding Landlord's wrongful failure to supply essential services, the obligations imposed on the 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)) A landlord who receives security or prepaid rent from a tenant shall pay interest to the tenant at the rate equal to the interest paid on such security deposits in the City of Chicago. 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.

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, mortgages, Tenants or workmen.

b. The Landlord may enter the dwelling unit without consent of the Tenant in case of emergency.

c. 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 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. (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. (SECTION 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.

(4) Procure substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may recover the cost of reasonable values of the substitute housing up to an amount equal to the monthly rent and reasonable attorneys' fees.

b. If the tenant proceeds under this Section, he may not proceed under Sections 5-3-7-1 or 5-3-7-3 for that breach.

c. The tenant may not exercise his rights under this Section if the condition was caused by the inability of a utility supplier to provide service or 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.

18. TENANT'S REMEDIES FOR LANDLORD'S FAILURE TO DELIVER POSSESSION OF PREMISES. (SECTION 5-3-7-2)

19. TENANT'S REMEDIES FOR LANDLORD'S UNLAWFUL INTERRUPTION OF TENANCY. (SECTION 5-3-12-5)

a. If a Landlord or any person acting at his direction violates paragraph 32 of this Lease, the Tenant shall have the right to terminate the rental agreement by sending the Landlord written notice of his intention to terminate within three (3) days of the violation. If the rental agreement is terminated, the Landlord shall return all security deposit, prepaid rent and interest to the Tenant in accord with paragraphs 10 and 11 of the Lease.

b. If a Tenant in a civil legal proceeding against the Landlord establishes that a violation of paragraph 32 of this Lease has occurred he shall be entitled to recover possession of his dwelling unit or personal property and shall be entitled to an amount equal to not more than two (2) months' rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. A Tenant may pursue any civil remedy for violation of paragraphs 32 of this Lease regardless of whether a fine has been entered against the Landlord pursuant to Section 5-3-12-1 of the ERLTO.

20. LANDLORD'S NONCOMPLIANCE AS DEFENSE TO ACTION FOR THE POSSESSION OR RENT. (SECTION 5-3-7-5)

21. LANDLORD AND TENANT REMEDIES FOR ABUSE OF ACCESS. (SECTION 5-3-8-2)

22. LANDLORD'S REMEDIES FOR TENANT'S NONCOMPLIANCE (SECTION 5-3-6-1)

a. (1) If there is a material noncompliance by the tenant with the rental agreement or with Sections 1 (A)-(G), the Landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant 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.

(2) If there is noncompliance by the tenant with Section 1 (H), the landlord may deliver written notice to the tenant specifying the acts constituting the breach and that the rental agreement will terminate upon 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 notice.

b. If the rent is unpaid when due and the Tenant fails to pay the unpaid rent within ten (10) days, or, in the case of owner-occupied dwelling units containing two or fewer rooming units, within forty-eight (48) hours after receipt of written notice by the Landlord of his/her intention to terminate the rental agreement.

c. Except as provided herein, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with rental agreement or with Section 5-3-4-1. If the tenant's noncompliance is willful, the landlord may recover reasonable attorneys' fees.

23. SUBLEASES, LANDLORD'S REMEDIES IF TENANT ABANDONS PREMISES. (SECTION 5-3-6-2)

24. LANDLORD'S REMEDIES FOR TENANT'S HOLD OVER. (SECTION 5-3-8-1)

25. LANDLORD'S REMEDIES REGARDING PROPERTY ABANDONED BY TENANT. (SECTION 5-3-6-5)

26. LIMITATION OF LANDLORD'S LIABILITY. (SECTION 5-3-5-4)

a. Unless otherwise agreed, a Landlord who sells the premises is relieved of liability under the Lease for events occurring subsequent to written notice to the Tenant of the sale. However, he remains liable to the Tenant for any property and money to which the Tenant is entitled under Subsection 1 and all prepaid rent, unless the Tenant receives written notice that such property, money and prepaid rent have been transferred to the buyer, and that the buyer has accepted liability for such property, money and prepaid rent.

b. Unless otherwise agreed, the manager of the premises is relieved of liability under this Lease for events occurring after written notice to the Tenant of the termination of his management.

27. LEAD DISCLOSURE REQUIREMENTS. (SECTION 5-3-5-5)
Landlords subject to this Ordinance must follow all applicable state and federal regulations regarding lead poisoning and must specifically:

a. Provide all prospective and current lessees with a copy of the current approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure.

b. Disclose any known lead hazards.

28. WAIVER OF LANDLORD'S RIGHT TO TERMINATE LEASE. (SECTION 5-3-6-3)

29. A FIRE OR CASUALTY DAMAGE. (SECTION 5-3-7-6)

30. NOTICE OF REFUSAL TO RENEW RENTAL AGREEMENT. (SECTION 5-3-8-3)

a. If the rental agreement will not be renewed or if a month-to-month tenancy will be terminated, the Landlord shall notify the Tenant in writing thirty (30) days prior to the termination date.

b. If the Landlord fails to give the required written notice, the Tenant may remain in his dwelling for two (2) months, commencing on the date that the written notice is received by the Tenant. During such period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice.

31. RETALIATORY CONDUCT PROHIBITED. (SECTION 5-3-9-1)

a. Except as provided in this paragraph a. Landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the Tenant has:

(1) Complained in good faith of a code violation to the government agency charged with the responsibility for the enforcement of such codes;

(2) Complained to the Landlord of a violation under paragraphs 14 and 27 of this Lease and Section 5-2-5-2(D) or Section 5-3-5-3 of the ERLTO.

(3) Organized or become a member of a Tenant union or similar organization or,

(4) Exercised or attempted to exercise any right to enforce any remedy granted to him under this Lease.

b. If the Landlord acts in violation of subsection (a) the Tenant has a defense in any retaliatory action against him for possession and is entitled to the following remedies: he shall recover possession or terminate the rental agreement and in either case, recover an amount equal to and not more than two (2) months rent or twice the damages sustained by him, whichever is greater and reasonable attorney's fees. If the rental agreement is terminated, the Landlord shall return all security deposits and interest recoverable under paragraph 10 and 11 of this Lease and all prepaid rent. In an action by or against the Tenant, if there is evidence of a previous Tenant complaint within one year prior to the alleged act of retaliation, it may be presumed that the Landlord's conduct was retaliatory. The presumption does not arise if the Tenant is making a retaliation complaint regarding a proposed rent increase which applies to all tenants renewing their leases around the same time

period.

c. Notwithstanding subsections (a) and (b) a Landlord may bring an action for possession if:

(1) The violation of code was caused primarily by lack of care by the Tenant, a member of his family or other person on premises with his consent, or

(2) The Tenant is in default for payment of rent, other than a purported default under paragraphs 15, 16 and 17 of this Lease and Section 5-3-7-3 (A-C) and Section 5-3-7-4 (A-C) of the ERLTO.

32. UNLAWFUL INTERRUPTION OF TENANCY BY LANDLORD PROHIBITED. (SECTION 5-3-12-1 AND SECTION 5-3-12-2)

a. The Landlord or any person acting at his discretion shall not knowingly oust or dispossess or attempt to dispossess any Tenant from a dwelling unit without authority of law, by plugging, charging, adding or removing any lock or latching device, or by blocking any entrance into said unit, or by removing any door or window from said unit, or by interfering with the services to said unit, including, but not limited to electricity, gas, hot water, plumbing, heat or telephone service, or by removing a Tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a Tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

b. The provision of subparagraph (a) shall not apply where:

(1) The Landlord acts in compliance with laws of Illinois pertaining to forcible entry and detainer and engages with Sheriff of Cook County to forcibly evict a Tenant or his personal property, or

(2) The Landlord acts in compliance with the laws of Illinois pertaining to distress for rent, or,

(3) The Landlord acts pursuant to court order, or,

(4) The Landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law, or,

(5) The Tenant has a right to possession of the dwelling unit but has been absent therefrom for thirty (30) consecutive days without advising the Landlord of such absence of his/her intent to return, current rent is thirty (30) or more days overdue, and after diligent inquiry, the Landlord has reason to believe that Tenant has abandoned the premises and does not intend to return.

33. LANDLORD RULES AND REGULATIONS. (SECTION 5-3-4-2 (A and B).

a. Only written landlord Rules and Regulations are enforceable.

b. The following rules and regulations if attached hereto, shall be part of this agreement.

DELIVERY OF RESIDENTIAL LANDLORD AND TENANT ORDINANCE.

As of the date of printing of this lease form, the lease, when fully executed, shall satisfy Section 5-3-10 of the City Code which requires the Landlord to attach a copy of the City of Evanston Residential Landlord and Tenant Ordinance to each written rental agreement and that an acknowledgement of receipt be noted on the lease.

WITNESS the signatures of the parties hereto, as of the first date appearing above.

LANDLORD _____

TENANT _____

NOTE: Both Landlord and Tenant should initial each page of any typed or handwritten attachments to Agreement and each party should retain on fully executed copy of this Agreement.