

RESOLUTION 2018-033

PASSED: MARCH 26, 2018

**AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT FOR THE RESIDENT OFFICER PROGRAM
(624 N. 11TH STREET, DEKALB, ILLINOIS).**

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution, the Illinois Municipal Code and the City Code of the City of DeKalb; and,

WHEREAS, the City maintains a resident officer house within its corporate limits and wishes to hereby authorize of a lease agreement for said premises; and,


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:


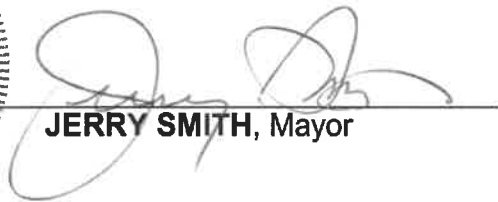
Section 1: The City Council of the City of DeKalb authorizes the City Manager or designee to execute a lease agreement for the Resident Officer Program house owned by the City of DeKalb, with a sworn peace officer of the City, on terms and conditions substantially in the form attached hereto as Exhibit A, subject to such changes acceptable to the City Manager with the recommendation of the Chief of Police.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of March, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote under the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


SUSANNA HERRMANN, City Clerk



JERRY SMITH, Mayor

**City of DeKalb
Resident Officer Program
Lease Agreement**

This Lease Agreement is entered into this 27th day of March, 2018, by and between the City of DeKalb ("City") and SEAN W. LEMUS ("Resident Officer"), with regard to the property located at 624 N. 11th Street, DeKalb, Illinois (referred to herein as the property, home, premises or residence).

I. City of DeKalb / Police Department Responsibilities

- A. **Place of Residence:** Upon selecting a Resident Officer in an eligible neighborhood, the City of DeKalb shall provide a place of residence for the Resident Officer, subject to the terms and conditions outlined in this Lease Agreement, and in accordance with applicable laws. The Resident Officer will live in the residence rent-free and shall work primarily from the residence, subject to the orders, policies and regulations of the Chief of Police as may be provided from time to time.
- B. **Inspection / Building Code Compliance:** Before moving into the residence, a certified building inspector will ensure compliance to all applicable building codes and regulations. Any unsanitary, unsafe, or unlawful building conditions will be remedied at the City's expense before the Resident Officer moves into the residence.
- C. **Appliances:** The City will provide the following appliances: furnace, refrigerator, oven/stove, clothes washer, dryer, and such other appliances as the Chief of Police shall approve in writing. Any physical improvements necessary to properly accommodate these appliances will be performed at the expense of the City. In some cases, the City may provide a dishwasher if the kitchen is suited to reasonably accommodate one. The City will provide a central air conditioning unit unless initial installation is particularly costly. If central air conditioning is not feasible, the city shall provide a window or portable air conditioning unit for the living room and each habited bedroom in the home. The Resident Officer may elect to use any or all of his own appliances if he so chooses. If at some point the Resident Officer decides to discontinue use of any or all of his personal appliances, the City

shall supply the residence with the requisite appliance. The Resident Officer shall be responsible for the ordinary maintenance of the appliances, and for any maintenance or repairs to the appliances of \$50 or less. The City shall be responsible for replacement of the appliances, and for repairs or maintenance to the appliances costing more than \$50.

D. **Renovations and Major Repairs:** Necessary substantial renovations or remodeling will be made at the expense of the City. Whenever possible, the Resident Officer will be consulted about suggestions or preferences for physical improvements or changes to the residence. The Resident Officer shall be responsible for routine maintenance and minor repairs of \$50 or less (e.g. replacement of light bulbs, furnace filters, etc.). The City shall be responsible for repairs or maintenance costing more than \$50 ("Major Repairs"). The Resident Officer shall not be authorized to incur any costs or expenses on behalf of the City, nor to bind the City to any contract or expenditure.

1. In the event of any Major Repair the Resident Officer shall notify the Police Chief or designee of the issue, and shall cooperate with the City in arranging for inspection of the issue(s) and scheduling of the required repair(s).
2. The ultimate decision as to whether or not the City will undertake any expenditure with respect to the home shall rest with the City. In the event that the Resident Officer disagrees with any decision of the City with regard to the care or maintenance of the home, the Resident Officer's sole mechanism for resolution of such dispute shall be to terminate his occupancy of the home. The Resident Officer irrevocably waives and releases any and all warranties of habitability or other warranties and covenants whatsoever.
3. The Resident Officer shall be free to undertake repairs, upgrades and improvements to the home, subject to the review and approval of the City as contemplated herein, at his own expense and beyond the repairs, upgrades and improvements undertaken by the City, provided that the Resident Officer *shall not receive any*

compensation or payment for such improvements, in any form.

4. All improvements, fixtures, appliances and repairs to the home shall remain with the home, notwithstanding the termination of this agreement or the Resident Officer's vacating of the home, regardless of the identity of the party who paid for or installed such items. All appliances and furnishings provided by the City shall remain with the home. The Resident Officer shall be entitled to remove his personal belongings and personal furnishings from the home upon termination of this Agreement.
 5. Unless expressly waived by the City, the Resident Officer shall apply for and obtain any and all permits, reviews, licenses or other permissions required relative to the home or any improvements or modifications thereto.
 6. The City shall waive any and all permit, application or inspection fees associated with any improvement to the home.
 7. Repair or other work performed at the home shall not be considered a component of the Resident Officer's work, and if injured at the home, said injury shall not be considered a compensable workers compensation injury unless incurred during the performance of police activities that the officer was specifically ordered to perform at his home.
- E. **Furnishings:** The City of DeKalb will not provide any interior furnishings such as furniture, curtains, towels, etc. The Resident Officer shall provide such personal furnishings as he shall determine appropriate.
- F. **Garage:** The City will ensure that any residential property has a garage that readily accommodates at least one vehicle.
- G. **Insurance:** The City shall maintain such on the home as it shall deem appropriate in its sole determination. Such insurance may or may not provide any coverage for the Resident Officer and/or his property. The Resident Officer shall be responsible for maintaining renter's insurance and contents insurance for any of his personal

possessions, tenant improvements to the home, or other insurable interests that he may have.

- H. **Termination:** The City shall have the right to terminate this agreement at any time, upon not less than thirty days written notice to the Resident Officer, or less notice in an emergency situation where deemed necessary by the Chief of Police. Upon termination the Resident Officer shall immediately yield possession of the home and contents, save for the Resident Officer's personal possessions, to the City. In the event that the City is forced to undertake legal action to remove or evict the Resident Officer, the Resident Officer shall be responsible to the City for any and all legal costs incurred in such action, along with the fair market value rent for the home, for the time following termination that the Resident Officer remains within the home, which the parties agree is \$1,000.00 per month or each portion thereof. In the event that the Resident Officer is terminated, laid off, permanently disabled or otherwise removed from active duty for a period of six months or more, this Agreement shall terminate and the Resident Officer shall immediately vacate the premises. The Resident Officer may terminate this Agreement upon the provision of thirty (30) days notice.
- I. **Exceptions:** Any exceptions to the standards enumerated above shall be agreed upon by the City Manager, Police Chief, and Resident Officer. Any and all City obligations under this agreement shall be subject to the restriction that the City shall have no obligation if funds are not budgeted, appropriated and/or approved by the City, as determined in the City's sole and absolute discretion, and the City shall have no obligation to levy or make available funds or resources to satisfy any obligation contemplated herein.

II. Resident Officer Responsibilities

- A. **Abide by Terms & Conditions:** The Resident Officer shall at all times be in compliance with the responsibilities listed in this agreement and the provisions of the Operations and Administration Manual. The Resident Officer shall abide by all applicable City, Police Department, and Resident Officer policies, rules, directives and regulations, which may be updated from time

to time, and shall comply with any and all lawful orders and any applicable provisions of the City's personnel manual. The Resident Officer shall also comply with all applicable codes, regulations, rules and ordinances.

- B. **Dwelling Requirement:** Upon moving into a city-owned residence, the Resident Officer shall make the residence his permanent dwelling. Other than normal vacations or legitimate absences due to illness, family crisis, or other exigent situation, the Resident Officer will reside in the provided residence.
- C. **Housekeeping and Maintenance:** The Resident Officer's residence is expected to be a good example of a suitable home for the neighborhood. It is the Resident Officer's personal responsibility to maintain a clean residence and grounds, including grass mowing and sidewalk snow shoveling. Community Service or Public Works assistance may be utilized with permission from the City Manager or designee while the Resident Officer is on leave, away from the property, or when a special situation or project requires assistance beyond typical maintenance. The Resident Officer shall also cooperate with any City-initiated efforts to improve the appearance of the property, such as maintaining landscaping, plants or trees installed at the property by the City.
- D. **Utility Selection and Payment:** The Resident Officer is required to pay for electricity, natural gas, water, garbage, sanitary sewer service, television, internet and telephone service. The City shall pay the costs of home security installation and monitoring.
- E. **Minor Alterations and Upgrades:** The Resident Officer can make minor alterations to the property without permission such as interior painting, shelf and decorative wallhanging installation, and personal preference upgrades to fixtures such as faucets, shower heads, and hardware at his own expense. Any alteration to the walls or structure, and any significant alterations and upgrades, even if paid for by the Resident Officer, must receive permission from the Police Chief or designee.
- F. **Inspections:** The residence shall be inspected by the Resident Officer and a Police and/or Building Division employee as determined by the Chief, as well as before and after occupancy, with appropriate documentation of the conditions that exist. This inspection will be conducted to identify abnormal wear and tear and to identify any necessary repairs. All costs for damage and


repair to the property other than normal wear and tear shall be either paid by the Resident Officer or reimbursed to the City by the Resident Officer. Additionally, any intentional damage to City property shall subject the Resident Officer to disciplinary action. Any damage to the property caused by pets shall constitute damage in excess of normal wear and tear. All determinations of whether or not any damage constitutes "normal wear and tear" for purposes of this manual, and any determinations as to whether proper authorization has been granted for any activity related to the Resident Officer's use of the residence, shall be made by the Chief of Police in his sole discretion.

- G. **Visitors:** The Resident Officer shall not permit any person who is unrelated to the Resident Officer by blood, marriage or law to reside or remain at the property between the hours of 2:00 a.m. to 6:00 a.m. for more than a cumulative two-week period during any twelve-month period. Exceptions to this paragraph may only be granted by the Chief of Police or designee in writing.
- H. **Animals:** Under no circumstances shall any Resident Officer permit any animals to be in the residence without the prior written approval of the Chief. The purpose of this requirement is not to forbid pets, but to provide information to the City that certain pets are present at the residence. The City retains the right to deny the allowance of animals.
- I. **Vacate Requirement:** Notwithstanding the Termination provisions above, as a sworn Resident Officer of the City of DeKalb Police Department, the Resident Officer shall vacate the residence on such terms and conditions and by such date as may be directed by the Chief of Police or his designee. Failure to vacate the residence by such date, and on such terms as may be directed by the Chief of Police shall constitute insubordination and will subject the Resident Officer to discipline. For the purposes of this manual, the term "vacate" means that the resident Resident Officer shall have removed all of the Resident Officer's personal property from the residence, and that the Resident Officer shall no longer be physically present at the residence beyond the designated time.
- J. **Conduct and Orders:** The Resident Officer agrees and acknowledges that his use of the home is in the fulfillment of his official duties as a sworn police officer of the City; accordingly, such use is subject to the rules and regulations that may be

established from time to time by the Chief of Police. The Resident Officer shall comply with all such rules and regulations, or shall be subject to imposition of discipline. If the Resident Officer disagrees with rules or regulations established by the Chief of Police, the Resident Officer may negotiate a termination of this Agreement and may thereafter vacate the premises, as his sole and exclusive remedy.

Entered into as of the 27th day of March, 2018.


Resident Officer
Sebastian Lemus


Interim City Manager Patty Hopperstedt