

**RESOLUTION NO. T- 2021-06-009R**

**Resolution Authorizing the Township Supervisor to Execute Lease Agreements with Tenants**

**WHEREAS**, Cunningham Township Supervisor's office regularly receives calls from advocates, faith leaders, school counselors and heads of households asking for support for families who are homeless and Champaign County has lacked same day shelter options for families and children to stay together; and

**WHEREAS**, during the rise of local COVID-19 cases, Cunningham Township Supervisor's Office launched an emergency housing program out of a local, largely vacant hotel focused on supporting Urbana residents with the greatest unmet need: literally homeless families with children in Urbana schools and those staying overnight at Crisis Nursery, as well as residents with disabilities that make them unable to stay at emergency shelter; and

**WHEREAS**, the CTSO's Emergency Housing program has supported 29 households to date comprised of 31 adults and 35 children with an average stay of 39 days, helping 91% of literally homeless households who participate in the program transition to more stable, supportive housing; and

**WHEREAS**, November, 2020, Urbana voters overwhelmingly approved a tax increase to support assistance for low income Urbana residents which allows CTSO to sustain its Emergency Housing program which, in FY 2021, was funded by private donors; and

**WHEREAS**, operating the Emergency Housing program out of a hotel is not possible or sustainable long term - for both cost and quality of life issues. Illinois entered into Phase 5 of COVID recovery with unlimited capacity for gathering and events, triggering an 48% increase in hotel costs from \$850 to \$1260 per month starting July 1, 2021, and starting in June CTSO has had to relocate participants to other hotels due to a lack of vacancies; and

**WHEREAS**, CTSO seeks to own the property out of which it operates its Emergency Housing program to: ensure there are available units for our program, even during busy hotel weekends, ensure wheelchair accessibility, accommodate different family sizes, provide better conditions for participants including ability to cook food, access transportation, do laundry on site, and provide more space and privacy for family members; and

**WHEREAS**, on April 12, 2021 the Town Board of Cunningham Township authorized the purchase of two properties at 206 W. California Avenue and 208 W. California Avenue, Urbana, Illinois for the purposes of housing the Township's emergency housing program for families and disabled

residents, and other township programs as needed; and

**WHEREAS**, The properties were purchased with \$490,000 in local township funds, an amount lower than appraisal value, and no state or federal funds were used; and

**WHEREAS**, six of the units are leased with end dates ranging from May 31 to July 31, 2021 and two of the units are leased until summer of 2022; and

**WHEREAS**, the Governor of the State of Illinois has stated his intention to end the eviction moratorium on August 26, 2021, and until then tenants can remain past their leases on a month to month basis barring legal breaches of lease; and

**WHEREAS**, current tenants are operating under month-on month extensions of leases provided by the former owner with lease provisions that are in violation of the City of Urbana Landlord tenant ordinance; and

**WHEREAS**, on surveying outgoing tenants, CTSO has learned of concerns about being able to find and afford suitable housing; and

**WHEREAS**, although not legally required to, CTSO has extended an offer of \$2,000 per household in relocation assistance for tenants to move by August 15, 2021; and

**WHEREAS**, both CTSO and tenants benefit from having clear terms of engagement in writing so they can plan the future of their residence or programs; and

**NOW THEREFORE BE IT RESOLVED** by the Township Board of The Town of Cunningham that the Resolution Authorizing the Township Supervisor to Execute the attached **Lease Agreement with Tenants** at 206 W. California and 208 W. California Avenue, Urbana, IL 61801.

Approved this 28th Day of June, 2021 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

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Phyllis Clark, Town Clerk

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Diane Wolfe Marlin, Chair

**MONTH-TO-MONTH RESIDENTIAL LEASE AGREEMENT  
BETWEEN CUNNINGHAM TOWNSHIP AND [TENANT/S]**

This Month-to-Month Residential Lease Agreement (hereinafter "Lease") is entered into this the \_\_\_\_\_ day of June/July, 2021, by and between the Lessor: Cunningham Township (hereinafter referred to as "Landlord"), and the Lessee(s): [TENANT/S NAME/S].

This lease must be signed by July 15th, 2021 to be valid. No leases signed after July 15, 2021 will be accepted.

All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

**GRANT OF LEASE**

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located with the address of: 206/208 E. CALIFORNIA AVENUE, APT. \_\_\_\_\_, Illinois. One unassigned parking space is provided on the premises for use by the Tenant.

**TERM OF MONTH TO MONTH LEASE**

This Lease is effective on the 1st day of [ DATE TENANT'S PRIOR LEASE ENDED ], 2021 and shall continue on a month to month basis (otherwise known as a "Tenancy at Will").

**TERMINATION OF MONTH TO MONTH LEASE**

To terminate this Lease, the Landlord must provide written notice at least 30 days prior to the end of the month. To terminate this Lease, the Tenant must provide written notice to the Landlord at least 7 days prior to moving out.

This month to month lease shall terminate on December 31, 2021 unless extended by both parties in writing.

If at least 7 days notice is given, any rent paid by Tenant to Landlord for a partial month of occupancy shall be returned to the Tenant within 14 days of vacating the premises, less any rent, late fees, or payment for damages in excess of the deposit.

## **RENT PAYMENTS AND PENALTIES**

Tenant agrees to pay unto the Landlord a monthly rental payment of \$505 per month for a 1 bedroom unit / \$610 for a 2 bedroom unit. It is understood that this amount is below the market rates indicated in an April 14, 2021 appraisal of the property of \$600 and \$675 for a comparable one and two bedroom apartments respectively.

Rent may be paid via check or money order only. A late fee of \$20 will be assessed for any payment made after the 5th of the month. After the 5th, a late fee of \$5 per day will be assessed up to the maximum allowed in the City of Urbana of 5% of monthly rent. Any returned check will be considered as unpaid rent and a \$35 fee assessed.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. A tenant is not subject to a late charge if the envelope containing the payment is postmarked on or prior to the date payment is due.

Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

## **MOVE OUT INCENTIVE**

If Tenant moves out by August 15, 2021, Tenant shall receive an incentive of \$2,000 per household divided in equal parts to the adults listed on the lease.

Tenant may, at their discretion, choose to have Landlord make deposit, rent, moving, and utility hook up payments on their behalf, or may choose the \$2,000 incentive as a lump sum payment. If Tenant presents the Landlord with a valid, written lease offer to move into a new location, Landlord shall pay to the new landlord, on behalf of the tenant, the first month's rent and deposit, up to \$2,000. If Tenant presents Landlord with a lease offer signed by both tenant and new landlord, and a valid, written invoice from a moving company and/or a utility hook up invoice, Landlord shall make payment for these on behalf of Tenant, up to \$2,000. Landlord shall deduct these payments from the \$2,000 and pay the rest of the incentive to Tenant, less any rent or late fees owed, or any damages in excess of the deposit, within 14 days of move out.

By accepting this relocation incentive, Tenant agrees that Landlord has no further obligations to Tenant, beyond a return of the deposit, and will quit all claims against Landlord.

## **SECURITY DEPOSIT**

Landlord is currently in receipt of a rental deposit of \$[DEPOSIT AS WRITTEN ON PRIOR LEASE], being held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. It is mutually agreed upon that said deposit will be returned to the tenant(s) upon termination of this lease provided:

1. Landlord has inspected the property and has found it to be in as good condition as when the Tenant took possession, ordinary wear and tear excepted. Tenant is expected to:
  - a. Steam clean carpets.
  - b. Wash hard floors.
  - c. Clean bathroom and kitchen surfaces.
  - d. Clean and wash the fridge and stove.
  - e. Patch and paint any holes lessee created in the wall with the same color paint as the room.
  - f. Replace any broken or missing items.
2. All keys to the property are returned directly to the landlord.
3. All monthly payments, including late fees, are paid in full.
4. That the lease has been properly terminated and notice given.
5. All Tenant's personal belongings are removed unless negotiated in writing with the landlord. Tenant shall be responsible for the cost of removal of all furniture, appliances, electronics or other items that can not be accommodated by the current dumpster service. No items may be left outside the dumpster.

If the Tenant fails to perform the above, Landlord shall notify Tenant of this and if Tenant does not correct within 3 calendar days, costs shall be deducted from the deposit.

Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

## **EVICTION**

If the Tenant does not pay the rent within ten (10) days of the date when it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease, or for any other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including

reasonable attorney fees, related to the eviction and the collection of any money owed to the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Premises. Rent received from any new tenant during the remaining term of this lease will be applied by the Landlord to reduce rent only, which may be owed by the Tenant.

### **DELIVERY OF NOTICES**

All notices from Tenant to Landlord under this shall be delivered to the address: Cunningham Township, 205 W. Green St. Urbana, IL 61801 or email: [info@cunninghamtownship.org](mailto:info@cunninghamtownship.org). Any giving of notice under this Lease or applicable state law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail or by emailed with confirmation of receipt by landlord. Priority mail with delivery confirmation is recommended.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or emailed with a confirmed email address. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

### **UTILITIES**

Landlord will provide and pay for the following utilities: Sewer and Trash.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

### **OBLIGATIONS AND DUTIES OF LANDLORD**

Landlord shall:

- Comply with the requirements of Illinois and City of Urbana building and housing codes materially affecting health and safety;
- Maintain the dwelling unit, its plumbing and HVAC system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing and HVAC system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

### **OBLIGATIONS AND DUTIES OF TENANT**

Tenant understands and accepts that units at 206 and 208 E. California Ave., Urbana will be used by Cunningham Township for Housing Assistance programs, including, but not limited to emergency housing for individuals and families with children, and a township office on location.

In addition, Tenant shall:

- Not allow any other person, other than those listed on the lease, to reside at this location, or have key access to this location;
- Keep no pets or animals in or at the property;
- Inform the Landlord, or their designee, immediately of any condition which may cause damage to the premises;
- Not harass, violate the privacy of, or use discriminatory or derogatory language against any tenants, Township program participants, or township officers or employees or visitors to the township offices at 205 W. Green St. or 206 or 208 E. California Ave.
- Not unreasonably withhold consent to the landlord to enter the rental unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, make alterations or improvements if such alterations or improvements do not interfere with the tenant's use of the premises, or to show the rental unit to prospective or actual purchasers, mortgages or tenants.
- Keep that part of the premises that tenant occupies and uses as clean and as safe as the condition of the premises permits;
- Not smoke or permit others to smoke in the premises; and not smoke within 15 feet of any entrance, exit, windows that open, or ventilation intake;
- Dispose from dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- Make no alterations or changes to the premises without written consent of the landlord;
- Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits. This includes making sure a drain cover is properly placed over each shower drain to prevent clogging of the main line. In the event the shower becomes backed up and it is discovered no drain cover was in place, tenant assumes responsibility of costs to unclog and repair the drain as determined by a professional Plumber;
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the premises;
- Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so.
- Conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;

- Not engage in any activity creating excessive noise disturbances upon the leased premises;
- Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;
- To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- Not utilize any candles, open fires, or portable heating/cooling mechanism upon the leased premises without the Landlords permission.
- Replace light bulbs when necessary;
- Ensure the home is professionally cleaned at move-out or allow Landlord to schedule cleaning and deduct from the Security Deposit. If the home is not returned in the same condition it was received minus normal wear and tear, fines will be assessed from the Security Deposit.

**NO ASSIGNMENT OR SUBLET**

Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sublet by Tenant without written approval of the Landlord.

**TENANT INSURANCE**

Landlord shall not be liable to Tenant, Tenant’s family or Tenant’s invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord’s agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant’s family, Tenant’s invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages. Tenants are not covered by Landlord’s insurance for any loss or damage to personal property belonging to Tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.

**CONDITION OF LEASED PREMISES**

It is agreed that, upon the signing of this lease, Tenant shall provide a written statement of any defects, leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fires, storm and flood, as tenant will be held liable for all damages attributable to such unreported conditions. Landlord has the right to inspect any reported issues prior to signing this lease and agreeing to the statement of conditions.



Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein.

At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

#### **ALTERATIONS**

Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate.

#### **NO ILLEGAL USE**

Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises - whether known or unknown to Tenant.

#### **NOTICE OF INJURIES**

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than 3 days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**DELAY IN REPAIRS**

Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

**ABANDONMENT**

Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of 3 or more consecutive days while rent or any owing monies remain unpaid - whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Illinois law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable law, and terminate this Lease without notice to Tenant.

**NOTICE OF ABSENCE FROM PREMISES**

If Tenant is to be absent from the leased premises for 7 or more consecutive days, written notice of such should be served to the Landlord so that Landlord can monitor the condition of the property and protect against leaks, freezing, etc. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**MATERIALITY OF APPLICATION TO RENT**

All representations made by Tenant(s) on the Application to Rent are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

**MODIFICATION OF THIS LEASE**

Any modification of this Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**REMEDIES NOT EXCLUSIVE**

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

**SEVERABILITY**

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

**NO WAIVER**

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Illinois Lease.

**ATTORNEY FEES**

In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

**HEIRS AND ASSIGNS**

It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

**DESTRUCTION OF PREMISES**

In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in

proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

**EMINENT DOMAIN**

In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**LANDLORD ENTRY AND LIEN**

Except in cases of emergency or by mutual consent, the landlord or landlord’s agents shall not enter the rental unit without first providing the tenant with at least twenty four (24) hours advance notice of the entry and may enter only at reasonable times. Landlord shall have the right to enter the leased premises for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Furthermore, Landlord retains a Landlord’s Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

**PREVIOUS LEASES**

This lease supersedes all previous leases. The township shall have no liability or responsibility to the tenant under any previous lease upon this lease being signed by both sides.

**GOVERNING LAW**

This Agreement shall be governed by the laws in the State of Illinois and City of Urbana and any other applicable laws. The laws being located in §§ 765 ILCS 5 to 170 & §§ 765 ILCS 705 to 750. City of Urbana Chapter 12.5.

**SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT**

LANDLORD:

Signature: \_\_\_\_\_

Danielle Chynoweth, Cunningham Township Supervisor

Date Signed: \_\_\_\_\_

TENANT:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

TENANT:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Cunningham Township

Danielle Chynoweth, Supervisor

205 WEST GREEN ST • URBANA, IL 61801

(217) 384-4144 • FAX: (217) 367-7063

WWW.CUNNINGHAMTOWNSHIP.ORG

June 7, 2021

Dear Tenants,

We are reaching out to clarify Township's acquisition and use of 206 and 208 E. California Ave.

On May 7th, Township closed on the purchase of these two properties. Their intended use is to provide emergency housing for families with children and disabled residents. We purchased these properties to ensure this current program's sustainability past COVID-19, as well as to support the health and well being of families in our program. This program, which supports up to 6 families at a time, is currently operating out of a hotel and can not continue to do so into Fall of 2021, as hotels are full during event weekends (we are already experiencing this problem).

This purchase was authorized by the town board, first April 5th and then April 12th in town board meetings, with discussion in closed session, to allow privacy during negotiations, followed by public votes in open session. The property was purchased with local township funds; no state or federal funds were used.

The property was actively marketed by the seller as having no lease renewals past July 31st, 2021, which is part of what made the properties desirable. When we requested the leases, we discovered that two of the eight units are leased until 2022. We can accommodate these renewals, but do not intend to renew past that time.

Only after the contract of sale was signed, we became aware that other tenants wished to stay and were in various stages of communication about this with the former owner.

We imagine this would have been a difficult situation with any buyer. If a private buyer had purchased this property, we would expect rent renewals would have been offered at typical rents for these units, which are \$100-150 per month more than the current ones.

We reached out to CU Tenant Union and our attorney to work on a solution to a potentially difficult situation for both tenants and Township.

Together, we crafted a letter to alert all tenants of the new ownership, let them know we are flexible about move out dates, and offer a \$2,000 incentive to move by August 15th, a date beyond their leases. It also allows the two households with lease renewals to get out of their lease and take the incentive if they wish. We delivered this letter within hours of closing on the property with the intention of helping tenants, some of whom had leases ending May 31st, know they could remain month-to-month and seek housing with \$2,000 in support.

Please note: the May 7th letter does not mandate a move-out date, only an incentive date of August 15th. The letter asked tenants to please reach out to us with concerns.

Since then, we have spoken with every household about their needs and concerns. It has become clear that some tenants are having difficulty locating housing. This has created stress and uncertainty about the future for tenants and Township participants.

We want to reiterate that we are willing to work with current tenants to plan a transition that is as least disruptive as possible given the circumstance.

Here is what is currently offered, so that everyone has clarity and the same information:

1. The eviction moratorium has been extended until August. All landlords are required to extend month-to-month leases to those with expired leases until the moratorium has ended. (Source: Land of Lincoln Legal Aid)
2. We are offering \$2,000 move out assistance to any tenant who moves out by August 15th. This payment is not a legal requirement. It is meant to pay for application fees, moving costs, utility hook ups, and rent differences.
3. So that tenants do not have to incur out of pocket expenses, this payment can be made directly to tenat's new landlord, a mover, or utility company. Tenants can also receive it as a check upon move-out.
4. As long as a tenant works with our Housing Advocate to actively obtain housing, we can be flexible on move-out dates, offering month-to-month arrangements past August. If you have not already submitted a written plan of action, we will be following up with you to work on this.
5. We can provide lists of affordable and subsidized housing based on your age and family size - please ask. There are a number of open waitlists for subsidized housing right now for residents 55 years and older. This is a rare opportunity; we

suggest those who qualify apply. We can help with the application process.

6. We do not require advance notice of your moving out; you may choose to move out mid-month.
7. If you remain for part of a month, we will prorate your rent, or refund the partial amount you have paid for but not used.
8. Even after the incentive date is over, residents who income-qualify are eligible for our other programs, such as rental assistance to move into a new place. For one person, the income max limit is \$2,146 per month. For two people, the income limit is \$2,903 per month. Right now, there is no minimum income required, although that may change as COVID ends.

Although the circumstance is unfortunate, we have tried to craft a fair compromise that balances the needs of township participants and current tenants at this property.

Again, if you have any questions, please contact us directly.

Best,

Danielle Chynoweth  
Cunningham Township Supervisor