

## ORDINANCE NO. 09-60 AC CMS

**AN ORDINANCE DETERMINING THAT THE REAL PROPERTY OWNED BY THE CITY OF OBERLIN AND LOCATED AT 205 MORGAN STREET TO BE SURPLUS AND NOT NECESSARY OR NEEDED FOR ANY CURRENT MUNICIPAL PURPOSE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OBERLIN COLLEGE FOR THE RENTAL OF SAME AND DECLARING AN EMERGENCY**

WHEREAS, the City of Oberlin is the owner of a house and lot municipally located at 205 Morgan Street in the City; and

WHEREAS, said house and lot are currently vacant and not necessary or needed for any current municipal purpose; and

WHEREAS, Oberlin College has indicated an interest in leasing said property from the City to be utilized for additional college housing on a short term basis; and

WHEREAS, the City is willing to lease the property to the College under certain conditions and finds that the short term rental of same to the College is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the house and lot owned by the City and municipally located at 205 Morgan Street is hereby declared surplus and not necessary or needed for any current municipal purpose, and the City Manager is hereby authorized to execute the attached lease agreement with Oberlin College for the short term rental of same.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

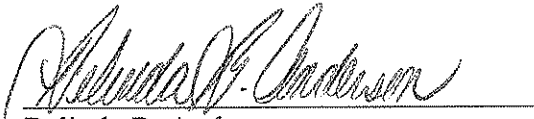
SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to authorize a lease agreement as soon as possible so as to ensure the efficient operation of the municipality”,

and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading – August 17, 2009 (E)  
2<sup>nd</sup> Reading –  
3<sup>rd</sup> Reading –

ATTEST:



Belinda B. Anderson  
CLERK OF COUNCIL



David E. Sommer  
PRESIDENT OF COUNCIL

POSTED: 8/18/2009

EFFECTIVE DATE: 8/17/2009

s:CMPROPERTY.doc

## Rental Agreement

This agreement is made and entered into at Oberlin, Ohio, this 18<sup>th</sup> day of August, 2009, by and between the City of Oberlin, Ohio, hereinafter referred as LANDLORD, and Oberlin College, hereinafter referred to as TENANT.

WITNESSETH:

Whereas, Landlord is the owner of a house and lot located at 205 Morgan Street, Oberlin, Ohio, which it is willing to rent to Tenant pursuant to certain conditions; and

Whereas, Tenant is willing and able to rent said premises in accordance with the provisions and conditions set forth hereinafter.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Premises: 205 Morgan Street, Oberlin, Ohio.
2. Term: August, 18 2009 through June 15, 2010.
3. Rent: \$ 725.00 per month commencing August 18, 2009, and due on or before the 15<sup>th</sup> day of each month thereafter.
4. Security Deposit: \$725.00, to be paid along with the first month's rent. The Security Deposit cannot be used for the final month's rent and will be returned to Tenant after inspection by the Landlord of the Premises.
5. Tenant agrees that:
  - a. Tenant (or its permitted occupants) shall occupy the premises for residential purposes and will not use the Premises or permit the Premises to be used for any unlawful or hazardous purpose;
  - b. Tenant will not make any alteration or addition in, to or on the Premises without the Landlord's prior written permission;
  - c. Tenant shall not sublet the premises, but Tenant may authorize no more than three (3) Oberlin College enrolled students, faculty, staff, recent graduates or others as permitted by College to occupy the premises during the term of the lease;
  - d. Landlord or Landlord's agent may enter upon and examine the Premises at all reasonable times, upon forty-eight (48) hours advance notice in order to inspect it, unless the entrance is in response to a hazardous or emergency condition relating to the premises;
  - e. To the extent allowed by law, between Landlord and Tenant, Tenant shall assume full risk of any damage to the Premises caused by Tenant (or Tenant's occupants), Tenant's (or Tenant's occupants') fixtures and personal property stored therein or located thereon, and for personal injuries to Tenant, Tenant's agents, employees, invitees, occupants, or guests due to any cause whatsoever. To the extent allowed by law, Landlord shall not be liable to Tenant, Tenant's occupants, or others for any such damages. Tenant shall secure and keep in effect during the term of the lease insurance to cover Tenant's personal property and any liability of Tenant.
  - f. Tenant shall maintain the Premises in good repair, shall keep the premises in a clean and orderly fashion, and shall return the premises to Landlord at the expiration or sooner termination of the lease in substantially its condition on the date hereof, except for reasonable and normal wear and tear.

- g. Appliances and Plumbing: Landlord agrees to maintain and repair all appliances and plumbing at the premises when such maintenance and repair is not due to the negligence or willful acts of Tenant or Tenant's authorized occupants. Tenant agrees to use Tenant's best efforts to minimize the need for such repairs. Specifically, appliances shall be kept clean and drains shall be kept free of grease, hair, sanitary napkins and other items not meant to be accommodated by drains. In the event the Landlord is required to clear a drain and Landlord discovers that the blockage was caused improperly by the Tenant, or to repair or clean an appliance due to Tenant's (or Tenant's occupants') neglect, Tenant shall be responsible for the cost of repair or cleaning.
- h. Tenant (or Tenant's occupants) shall be responsible for snow removal from front walk, steps, and porches, etc. and general interior cleaning, keeping interior and exterior clean and free of debris, and simple maintenance (light bulbs, etc.).
- i. Maintenance and repair requests made to the Landlord shall be communicated by the occupants to the Tenant (and the Landlord in an emergency) as agreed to at move in and as may be updated from time to time during this lease.
- j. Tenant agrees to permit the Landlord to have access to show the property to prospective tenants/purchasers during the final 30 days of the lease term.
- k. Parking by Tenant's occupants is limited to limited to 3 cars at the most, including guests. Vehicles must be parked parallel to the house, next to the fence, only. Clearance must be maintained for emergency vehicles to access the reservoir and for utility trucks to access the waterworks building.
- l. No pets are allowed, even temporarily.
- m. No smoking is allowed in the Premises
- n. Tenant has thoroughly examined the Premises before taking possession of same and acknowledges that the Landlord has made no representations or warranties concerning the condition of the Premises or concerning its fitness for Tenant's purpose.
- o. Tenant(s) to pay XX gas; XX electricity; XX water and sewer; XX trash and recycling removal, and to have the same placed in its name. Tenant shall ensure that its occupants place refuse and recyclables on the curb lawn the night prior to the scheduled City refuse pick-up. Empty refuse containers shall be removed within 24 hours, as required by City ordinance. Damage: Tenant agrees to pay for repairs which Tenant or other occupants or guests have caused.

6. Landlord hereby agrees that:

- a. During the term, Tenant shall peaceable and quietly hold, occupy, and enjoy the Premises without let, hindrance or molestation by Landlord or any other person or persons lawfully claiming under Landlord; and
- b. Landlord has good right and full power to let, lease and demise the Premises in accordance with this Agreement;
- c. Landlord shall be responsible for removing snow from the main sidewalk parallel to the street and driveway (However, as there are other government properties that take priority for snow removal, snow removal is the Tenant's responsibility if they need to get out of the driveway sooner than the Landlord can get there), landscape maintenance (mowing, trimming, etc.), and interior and exterior building repairs (except for cleaning, bulb replacement, etc. subject to the conditions noted in 5.g. above), not caused by the Tenant or the Tenant's occupants' negligence or willful act.

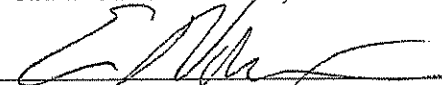
7. Landlord's rights and remedies under this agreement shall be cumulative and not exclusive of any other rights or remedies at law or in equity. Landlord's failure to exercise any right under this Agreement, and/or Landlord's acceptance of any rents or other payments from Tenant shall not be construed as a waiver of any default or breach of Tenant of this Agreement. Landlord may sue Tenant for and recover damages under this Agreement without terminating said Agreement.
8. This Agreement shall not be modified except in writing signed by both parties hereto.
9. Not less than 60 days prior to the end of the lease, Tenant shall notify Landlord in writing of its desire to renew this lease. If there is a desire to renew the lease, both parties will meet in a good faith attempt to agree upon such terms and conditions as may be appropriate for the renewal for a subsequent period.
10. This Agreement shall be construed in accordance with Ohio Law.

SIGNED ON THIS August 18th ~~DAY OF~~ \_\_\_\_\_ 2009.

**LANDLORD:**

CITY OF OBERLIN, OHIO

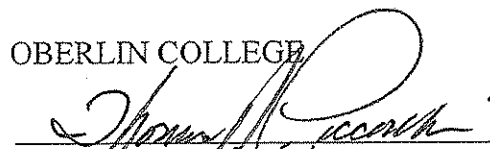
By:

  
Eric Norenberg, City Manager

**TENANT:**

OBERLIN COLLEGE

By:

  
Printed Name: Thomas Accardi Title: Asst VP, Facilities

Address:

173 W. LORAN ST  
Oberlin, OH 44074

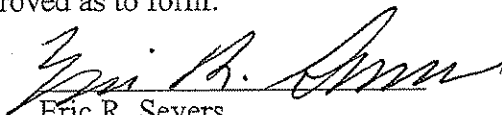
Mailing address for Landlord:

City of Oberlin  
85 South Main Street  
Oberlin, Ohio 44074

Please make checks payable to:

City of Oberlin

Approved as to form:

  
Eric R. Severs  
Oberlin Law Director