

## ORDINANCE NO. 10-44 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 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, a tenant has indicated an interest in leasing said property from the City to be utilized for residential housing; and

WHEREAS, the City is willing to lease the property to a tenant under certain conditions and finds that the rental of same for housing 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 the referenced tenant for the lease of same.

SECTION 2. That the City Manager is authorized to renew the lease agreement at the end of the term with adjustments in rent or terms with the current tenant or another tenant as long as such changes in the lease agreement are consistent with the general substance and terms and conditions of the current lease agreement and as long as the rent charged is consistent with the Oberlin market for similar rental properties.

SECTION 3. 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.

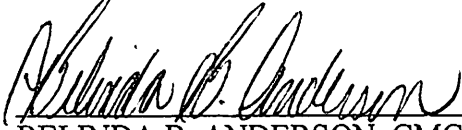
SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

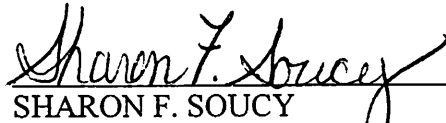
“to authorize a lease agreement as soon as possible so as to ensure the efficient operation of the municipality”,

and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading – June 21, 2010 (S)(E)  
2<sup>nd</sup> Reading –  
3<sup>rd</sup> Reading –

ATTEST:

  
\_\_\_\_\_  
BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL

  
\_\_\_\_\_  
SHARON F. SOUCY  
VICE PRESIDENT OF COUNCIL

POSTED: 6/22/2010

EFFECTIVE DATE: 6/21/2010

07-09-10P02:10 RCVD

### Rental Agreement

This agreement is made and entered into at Oberlin, Ohio, this 26<sup>th</sup> day of June, 2010, by and between the City of Oberlin, Ohio, hereinafter referred as LANDLORD, and Keren Rubenstein and Sven Monk, 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 1, 2010 through July 31, 2011.
3. Rent: \$800.00 per month commencing August 1, 2010, and due on or before the 1st day of each month thereafter. Tenant, if more than one, shall be jointly and severally liable for rent and any damage to the Premises.
4. Security Deposit: \$800.00, 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 and any cleaning of carpets and ducts has been completed due to pets.
5. Tenant agrees that:
  - a. Tenant 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;
  - 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, Tenant's 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. 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 neglect, Tenant shall be responsible for the cost of repair or cleaning.
- h. Tenant 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 to the Landlord 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. Tenant parking on Premises is limited to two (2) 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. Tenant may have two (2) cats in the Premises during the term of this lease. No other 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 agrees to contract for required utility services including natural gas, water, sewer, electricity and refuse collection services and to make regular and timely payments for same and keep the accounts current. Tenant shall 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.
- p. Damage: Tenant agrees to pay for repairs which Tenant, cats, other occupants or guests have caused.

6. Landlord hereby agrees that:

- a. During the term, Tenant shall peaceably 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 from the 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's 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 sixty (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 26th DAY OF June 2010.

**LANDLORD:**

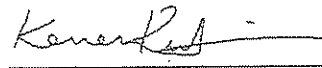
CITY OF OBERLIN, OHIO

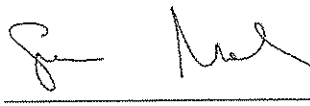
By:

  
Eric Norenberg, City Manager

**TENANTS:**

By:

  
Keren Rubenstein

  
Sven Monk

Address: 18 Junction Street, Preston  
Victoria, Australia 3072

Mailing address for Landlord:

City of Oberlin  
Attn: City Manager  
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