

ORDINANCE NO. 1803 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
LEASE AGREEMENT BETWEEN THE CITY OF OBERLIN AND A. H. CLARK  
FOR THE RENTAL OF APPROXIMATELY 1920 SQUARE FEET OF OFFICE SPACE  
IN WESTERVELT HALL AND DECLARING AN EMERGENCY

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 City Manager is hereby authorized and directed to enter into a lease agreement between the City of Oberlin and Arthur H. Clark, for the rental of approximately 1920 square feet of office space in Westervelt Hall, South Main Street, Oberlin, Ohio, for a period of eighteen (18) months commencing August 1, 1984, said proposed lease agreement to be substantially in the form attached hereto as "Exhibit A".

SECTION 2. That said lease agreement is hereby declared to constitute a real and present emergency arising in connection with the operation of the Oberlin Community Development Department, pursuant to Section 735.051 of the Ohio Revised Code.

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 preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to-wit:

"to provide sufficient office space for the Oberlin Community  
Development Department at the earliest possible date"

and shall take effect immediately upon passage.

PASSED: 1st Reading - July 9, 1984 (Emergency)  
2nd Reading -  
3rd Reading -

ATTEST:

  
Clerk of Council

  
Chairman of Council

POSTED: July 10, 1984

Ordinance No. 1803  
"Exhibit A"

LEASE AGREEMENT

This Lease Agreement is made and entered into this 12<sup>th</sup> day of July, 1984, at Oberlin, Ohio, by and between Arthur H. Clark, 47261 West Hamilton Street, Oberlin, Ohio, 44074, hereinafter called LESSOR, and the City of Oberlin, Ohio, 85 South Main Street, Oberlin, Ohio, 44074, an Ohio Charter Municipal Corporation, hereinafter called LESSEE, under the following terms and conditions:

ARTICLE 1. DESCRIPTION

LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, that certain property, hereinafter called the leased premises, situated in the City of Oberlin, Lorain County, Ohio, and described as follows:

Two (2) rooms on the first floor of the Westervelt Hall Building municipally located at 39 South Main Street, Oberlin, Ohio, being the southeast and southwest rooms of said building and containing approximately 960 square feet of floor space each, plus the use of common areas as set forth hereinafter.

ARTICLE 2. TERM

The space is leased for a term of eighteen (18) months to commence on August 1, 1984, and to terminate at 12:00 midnight on January 31, 1986, or on such earlier date as this Lease may terminate as hereinafter provided.

ARTICLE 3. RENT

The rent for the premises shall be Seven Hundred Twenty Dollars (\$720.00) per month, payable in advance on the first day of each calendar month during the term of this Lease.

ARTICLE 4. USE

LESSEE shall use the premises as office space and uses as are normally incident thereto, and for no other purpose, without the express written consent of the LESSOR.

ARTICLE 5. CARE AND REPAIR OF PREMISES

LESSOR covenants and agrees that he will completely paint and car-

pet, at his sole expense, the southeast room being leased herein, and carpet the southwest room being leased herein, and provide said rooms to LESSEE at the beginning of the term in a "broom clean" condition. Further, LESSOR will keep all common areas, including the hallway in the building free and clear of all debris and construction materials so that said common areas are in a neat and presentable condition. LESSOR shall, additionally, provide and maintain the existing overhead electrical fixtures in the leased premises and provide suitable bathroom facilities within the building for the use of LESSEE, its agents, invitees, and employees.

LESSEE shall be responsible for and provide all other electrical requirements necessary or desirable to LESSEE in occupying said leased premises, all heating and air conditioning requirements necessary or desired by LESSEE, and will clean all carpeting within the leased premises upon the expiration or termination of the Lease.

Further, LESSEE shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state and municipal governments.

LESSOR shall be responsible for and shall make all necessary structural repairs to the premises, such including any repairs necessary to the floors, walls, ceilings, roof and windows, in order to insure the habitability of the leased premises, except where any such structural repair has been made necessary by the misuse or neglect by LESSEE or LESSEE's agents, servants, visitors or invitees.

#### ARTICLE 6. IMPROVEMENTS

All improvements made by LESSEE to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the LESSOR upon installation. However, LESSEE shall retain ownership of any heating and/or air conditioning units authorized to be installed upon the premises, but, upon removal, LESSEE shall repair all injury done by the installation and removal of said units. Further, not later than the last day of the term LESSEE shall, at LESSEE'S expense, remove all of LESSEE'S personal property and those improvements made by LESSEE

which have not become the property of LESSOR, including trade fixtures, cabinet work, moveable paneling, partitions and the like, repair all injury done by, or in connection with the installation or removal of said property and improvements, and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE'S agents, servants, visitors or invitees, excepted.

LESSEE shall not, without first obtaining the express written consent of LESSOR, make any alterations, additions or improvements in, to, or about the premises. Further, LESSOR expressly reserves the right to restrict the type and style of window dressing within the premises and the style, location and quality of the air conditioner unit or units that LESSEE may desire to install upon the premises.

#### ARTICLE 7. PUBLIC AREAS

LESSOR shall keep all public areas concerning the Westervelt Building, such including, but not limited to, the hallway on the first floor and all walkways into building, free and clear of debris and construction materials, and free and clear of any nuisance conditions.

The first floor hallway shall be accessible to the general public Monday through Friday from 8:00 A.M. until 5:00 P.M.

The LESSEE shall have twenty-four (24) hour access to the leased premises and shall have a key to the outside door to the building.

#### ARTICLE 8. BUILDING UP TO CODE

The LESSOR covenants with LESSEE that the use and occupancy by LESSEE of the area within the Westervelt Hall Building and set forth in this Lease does not violate any law, statute, ordinance, building or housing code provision applicable to the structure and that said structure is in compliance with all applicable laws, statutes, ordinances, building and housing codes; except that LESSEE understands that LESSOR need not fully comply with the City of Oberlin off-street parking ordinance due to a written agreement between LESSOR and LESSEE herein and dated November 28, 1979. However, LESSOR will put forth a good faith effort to obtain parking suitable to LESSEE during the term of

this Lease. Further, LESSEE shall be responsible for and bear the cost of any alterations to the premises, if necessary, for access by the handicapped.

#### ARTICLE 9. INSURANCE

LESSOR agrees to, on or before August 1, 1984, secure from a good and responsible company or companies doing insurance business in the State of Ohio, and maintain during the entire time of this Lease the following coverage:

- a. Fire and extended coverage insurance in an amount not less than eighty percent (80%) of the value of the leased property and other improvements on the leased premises, provided that insurance in that percentage can be obtained, and if not, then to the highest percentage that can be obtained less than the said eighty percent (80%).
- b. Public liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for loss from an accident resulting in bodily injury to or destruction of property.

LESSEE agrees to, on or before August 1, 1984, secure from a good and responsible company or companies doing insurance business in the State of Ohio, and maintain during the entire time of this Lease the following insurance coverage:

- a. Public liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for loss from an accident resulting in bodily injury or death to persons and Five Hundred Thousand Dollars (\$500,000.00) for loss from an accident resulting in damage or destruction of property.
- b. Fire and extended coverage insurance on LESSEE'S fixtures, goods, wares, and merchandise in or on the leased premises, with coverage in an amount of not less than the true value thereof.

The original policy of insurance may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party with proof of payment of the premium or premiums on any such policies.

#### ARTICLE 10. WAIVER OF SUBROGATION

Notwithstanding any other provision in this Lease, in any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting

waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

#### ARTICLE 11. DAMAGE OR DESTRUCTION OF PREMISES

If the building on the leased premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by LESSEE to LESSOR of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease.

If the building or other improvements on the leased premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by LESSEE to LESSOR of the occurrence of the damage, this Lease shall not terminate, and, the LESSOR shall, if the casualty has occurred prior to the final two (2) months of the Lease term, at his sole cost and risk, proceed forthwith to rebuild or repair such building and other improvements to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final two (2) months of the Lease term, LESSOR shall not be required to rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that LESSOR shall fail to complete such rebuilding or repair within thirty (30) working days from the date of written notification by the LESSEE to LESSOR of the occurrence of the damage, LESSEE may, at its option, terminate this lease by written notification.

#### ARTICLE 12. UTILITIES

LESSEE SHALL, during the term hereof, pay all charges for telephone and electricity used in or on the leased premises. LESSOR shall pay all charges for sewage and water usage in or on the leased premises and for the removal of rubbish therefrom.

ARTICLE 13. OPTION TO RENEW

LESSOR hereby grants LESSEE an exclusive option to renew this Lease for an additional term of not less than eighteen (18) months. The exact renewal term, rental rate, and other terms and conditions concerning said renewal shall be subject to negotiation between the parties.

If LESSEE desires to exercise said option to renew, it shall notify LESSOR in writing of said desire not less than thirty (30) days prior to the expiration date of the original term herein.

ARTICLE 14. AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

ARTICLE 15. PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto execute this Lease Agreement as of the day and year first above written.

WITNESSES:

Julie A. Simonson  
Rebecca A. Krall

LESSOR:

Arthur H. Clark  
Arthur H. Clark

LESSEE:

CITY OF OBERLIN, OHIO

Julie A. Simonson  
Rebecca A. Krall

Dale S. Sugerman  
Dale S. Sugerman  
Oberlin City Manager

Approved as to form:

Eric R. Severs  
Eric R. Severs  
Oberlin City Solicitor