

**RESOLUTION NO.:** 2007-R84  
**SPONSOR:** MAYOR CROGHAN  
**INTRODUCED:** NOVEMBER 13, 2007      **ASSIGNED TO:** FINANCE

**A RESOLUTION AUTHORIZING THE CITY OF GREEN TO LEASE THE APARTMENT CONNECTED TO THE FARMHOUSE LOCATED AT 6521 MOUNT PLEASANT STREET NW, AND DECLARING AN EMERGENCY.**

WHEREAS, a Green resident expressed a desire to rent the apartment connected to the farmhouse located at 6521 Mount Pleasant Street NW; and

WHEREAS, partial occupation of the farmhouse is a benefit to the City of Green because it provides a personal presence on and near the structures of Southgate Park; and

WHEREAS, the parties have reached an agreement regarding the terms of the lease for occupation of the apartment attached to the farmhouse; and

WHEREAS, it is necessary for City Council to approve the lease because a lease is an interest in property under Ohio law.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO THAT:**

**SECTION ONE:**

City Council approves the lease of the apartment connected to the farmhouse pursuant to the terms set forth in the Residential Lease Agreement attached to this Resolution as Exhibit "A". City Council further authorizes the City to rent the apartment in the future upon substantially similar terms.

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal action were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: December 11, 2007

Molly Stevens  
Molly Stevens, Clerk

Bruce Manwaring  
Bruce Manwaring,  
Council President

APPROVED: December 11, 2007

Daniel L. Croghan  
Daniel L. Croghan, Mayor

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: December 11, 2007

ON ROLL CALL: Colopy -yea Croce -yea France -yea Manwaring -yea  
Padrutt -yea Ridgeway -NA Smole -yea Adopted 6-1

Suburbanite publication on December 17 and December 24, 2007

Molly Stevens  
Molly Stevens, Clerk

SPU/2/07

## RESIDENTIAL LEASE

This Agreement is made between the City of Green ("Owner/Landlord") and Cindy Bargerstock ("Tenant").

For valuable consideration, the Parties agree as follows:

1. Owner agrees to rent Tenant the premises described as follows: the apartment connected to the farmhouse located at 6521 Mt. Pleasant Street NW, North Canton, Ohio 44720 ("Property"). Tenant agrees to use the property as her personal residence.
2. The Lease shall be for the period commencing on December 1, 2007 and continuing through November 30, 2008. After November 30, 2008, the Lease will continue on a month-to-month basis unless renewed for a longer term in writing. Landlord and Tenant agree that Tenant will pay an annual rent during the initial one-year term of this Lease of Three Thousand Six Hundred Dollars (\$3,600.00) per year in equal monthly installments of Three Hundred Dollars (\$300.00) due on or before the first day of each month commencing November 30, 2008. In addition to the monetary compensation, Tenant agrees to provide approximately forty (40) hours per month of community service. The community service projects will be determined by the Director of Public Service. Community service projects may include some of the items listed in Section 6 of this agreement. Failure to perform the community service projects in an acceptable manner will be cause for immediate termination of this lease.
3. If any rent installment is not paid within five (5) days of its due date, Landlord may either accept the rent, plus \$5.00 late charge per day for each day it is past due, or may give Tenant notice to leave the Property in accordance with Ohio law.
4. Tenant shall pay a security deposit of Six Hundred (\$600.00) Dollars.
5. Landlord shall provide for and pay for the following utilities; including but not limited to natural gas, electric, water, sewer, trash. Other utilities shall be provided for and paid for by the Tenant. Landlord agrees to obtain and maintain an insurance policy on the Property insuring the structure for the full replacement value. Tenant acknowledges and understands that the insurance policy obtained by the Landlord does not provide insurance coverage to the Tenant. Tenant agrees to obtain renter's insurance for their personal belongings at and in the premises. A copy of the policy shall be provided to Landlord.
6. Tenant further agrees that:
  - a. Upon the expiration of the Lease, he/she shall return possession of the leased Property in its present condition, reasonable wear and tear excepted.
  - b. Tenant shall not assign or sublet the Property or allow any other person to occupy the leased Property without Landlord's prior written consent.
  - c. Tenant shall not make any material or structural alterations to the leased Property without Landlord's prior written consent.
  - d. Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of the leased Property.
  - e. Tenant shall not conduct any activity at the Property deemed illegal, extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.
  - f. Tenant further agrees not to store any inoperable motor vehicles, motorcycles, nor any

lumber, boats, abandoned or broken furniture, nor other materials upon the Property without the written consent of the Landlord.

- g. The entries, passages, stairways and driveway shall not be obstructed by the Tenant. The Tenant agrees to regularly dispose of all garbage and rubbish and to be responsible for keeping the Property clean, including his/her parking area.
  - h. Tenant is responsible for all maintenance, repair and upkeep of the Property; including all appliances and all mechanical equipment (i.e., air conditioner, furnace, water heater, heating units, etc.).
  - i. Tenant acknowledges the historic nature of the Property and further agrees to obtain the written approval of the Landlord for such items, but not limited to, the including color of paint, wallpaper patterns and/or floor coverings. Landlord agrees that it will not unreasonably withhold consent.
  - j. Tenant agrees that he/she shall be responsible for the maintenance and upkeep of the lawn, driveways, walkways and landscaping immediately surrounding the Property.
  - k. Tenant also agrees to inspect/patrol Southgate Farm Park each evening to ensure that all visitors timely vacate the park and that the entrance gates are closed.
  - l. Tenant understands that premises is located within the confines of a public park and shall abide by all the rules of the City of Green Parks and Recreation Division.
  - m. One (1) small pet weighing under twenty-five (25) pounds shall be permitted.
7. This Lease shall be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives.
8. Landlord retains the right to inspect the property after providing Tenant twenty-four (24) hours written notice. In the case of an emergency, the Landlord may immediately enter to make necessary repairs without written notice.
9. The Landlord shall be in no way responsible for any damages which the Tenant's furnishings may incur. The Landlord insures the building against hazard and the Tenant shall insure the contents of the leased Property.
10. If Tenant intends to vacate at the expiration of the term, or at any time after the term, Tenant agree to give Landlord thirty (30) days written notice of Tenant's intention to vacate. If the premises are occupied on the first day of any month, Tenant is liable for the entire full months rent. The Landlord may show the Property to prospective Tenant.
11. The rent and any notices to be sent to Landlord will be mailed to the attention of Laurence Rush, Finance Director, P.O. Box 278, Green, OH 44232-0278.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

TENANT:

\_\_\_\_\_

LANDLORD:

\_\_\_\_\_

By: Dan Croghan, its Mayor

Approved as to legal form:

\_\_\_\_\_  
By: Stephen J. Pruneski, its Law  
Director

\_\_\_\_\_ Number of front door keys given to Tenant

\_\_\_\_\_ Number of rear door keys given to Tenant

\_\_\_\_\_ Number of gate key cards given to Tenant