

ORDINANCE NO. 2022-09
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING
THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO A LEASE
AGREEMENT WITH JOHN AND ERSUELA MARQUART FOR THE PROPERTY
LOCATED AT 6532 WHITE ROAD**

WHEREAS, the Village owns the residential property located at 6532 White Road, Mayfield Village, Ohio 44143 (the "Property"); and

WHEREAS, the Property was previously used by the School District for student programming, but is no longer needed by the School District for such programming and is currently vacant; and

WHEREAS, the Village desires to continue renting the Property; and

WHEREAS, the Property was evaluated by the Village's Building and Services Department and by a local real estate agent at the Village's request; and

WHEREAS, the local real estate agent determined that based upon the condition of the Property and the overall market in the area, the monthly rental rate should be \$1400; and

WHEREAS, John and Ersuela Marquart desire to rent the Property on a month-to-month, short term basis; and

WHEREAS, the Village desires to rent the Property to John and Ersuela Marquart; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into a lease agreement with John and Ersuela Marquart for the Property.

NOW, THEREFORE, BE IT ORDAINED by the Council of Mayfield Village, Cuyahoga County, State of Ohio, that:

SECTION 1. The Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to enter into a Lease Agreement with John and Ersuela Marquart for the Property, waiving any applicable bidding provisions of Ohio Revised Code 721.03, on the terms and conditions set forth in a copy of the Lease Agreement which is attached and incorporated by reference as Exhibit "A."

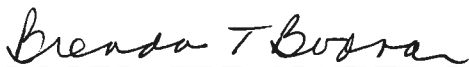
SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance pursuant to the Village's Charter and Ordinances have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for a time sensitive contract set to begin June 25, 2022. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: June 20, 2022
Second Reading: suspended, 2022
Third Reading: suspended, 2022
PASSED: June 20, 2022



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA
Director of Law

ATTEST: Mary E. Betse
MARY BETSA
Clerk of Council

LEASE AGREEMENT

This Lease Agreement is made and entered into at Mayfield Village, Ohio this 1st day of July, 2022, by and between the **VILLAGE OF MAYFIELD**, whose mailing address is 6622 WILSON MILLS ROAD, MAYFIELD VILLAGE, OHIO 44143, (hereinafter called "**LESSOR**"), and **JOHN MARQUART** and **ERSUELA MARQUART**, whose mailing address will be **6532 WHITE ROAD, MAYFIELD VILLAGE, OHIO 44143**, (hereinafter called "**LESSEE**").

WITNESSETH:

1. **PREMISES.** That **LESSOR** does hereby let and lease unto **LESSEE**, the **PREMISES**, (hereinafter referred to as the "**PREMISES**"), located at **6532 WHITE ROAD, MAYFIELD VILLAGE, OHIO 44143**.
2. **TERM.** The parties agree that this Lease Agreement shall be for a 1-month term beginning on **June 25, 2022 and ending on July 25, 2022**. The Lease Agreement will automatically renew month-to-month unless terminated earlier by either **LESSOR** or **LESSEE** upon a thirty (30) day written notice to the **LESSEE** or **LESSOR**, under any circumstances and for any reason.
3. **RENT.** **LESSEE** hereby covenants and agrees to pay **LESSOR**, without demand, at its office or such other place as **LESSOR** may from time to time designate, as rent for the **PREMISES** during the continuance of the Lease, the sum of **ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00)**, in advance on the first day of each and every calendar month, subject to any adjustments in additional rent pursuant to provisions 6 and 9 set forth herein.

LESSEE shall pay for its own gas, heat, electrical current, water and sewer, as well as telephone service and cable services. Weekly solid waste and recycling collection shall be provided by the municipal vendor at no cost to the Lessee using containers provided by the municipality. **LESSOR** shall be responsible for the payment all real estate taxes.

LESSEE further agrees to pay **LESSOR** the sum of **ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00)** as a Security Deposit for the faithful performance of the lease, which shall be returned to **LESSEE** upon faithful performance of this lease.

4. **CONDITION OF PREMISES.** **LESSEE** agrees that it has examined the demised **PREMISES** and that it accepts the same in its present condition; that the said **PREMISE** was in good and satisfactory condition at the time of the **LESSEE'S** taking, and that **LESSOR** has made no representations

or promises with respect to the **PREMISES**, or the building of which the same form a part. Delivery of possession of the **PREMISES** shall be deemed to have occurred when **LESSOR'S** Agent delivers the keys to the **LESSEE** or his Agents on the **PREMISES**.

5. **USE OF PREMISES.** The **LESSEE** shall not occupy or use the demised **PREMISES** in any manner or for any reason other than as a residence for no more than four (4) people, and shall not assign this lease or underlet or sublease the demised **PREMISES**, or permit any other person, firm or corporation to occupy the demised **PREMISES** or any part thereof, without the written consent of the **LESSOR**. The **LESSEE** shall not, in any event, use or permit the demised **PREMISES** to be used in an unlawful manner or for any illegal purpose or in such a manner as to constitute a nuisance.

LESSEE shall be permitted one (1) de-clawed, neutered cat in or on the demised **PREMISES**. Lessee agrees that any damages to the demised Premises resulting from such animal shall be the responsibility of **LESSEE** and such costs may be deducted from the Security Deposit in accordance with this Lease and Ohio law.

6. **ALTERATIONS BY LESSEE.** No alterations, additions or improvements to the demised **PREMISES** shall be made without first having the consent, in writing, of **LESSOR**, provided **LESSEE** shall pay all costs and expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in a good and workmanlike manner, and **LESSEE** agrees that no mechanic's lien, or other liens or claims in connection with the making of such alterations and improvements shall be filed.

7. **REMOVAL OF IMPROVEMENTS.** Except as otherwise provided, all improvements, by **LESSEE** and paid for by **LESSEE** shall remain the property of **LESSOR** and may be removed only if **LESSEE** shall repair any damage caused by such removal, and the **PREMISES** restored to its original condition at the cost of the **LESSEE**, at the expiration of this lease.

8. **INSURANCE CARRIED BY LESSEE.** **LESSEE** agrees to obtain and maintain in force for the term of this lease, and any renewal or extension thereof, insurance on the contents of the **PREMISES**.

9. **PAYMENT OF LESSOR.** Any reasonable amounts paid by **LESSOR** to keep the **PREMISES** in a clean, safe and healthy condition as herein before specified, or in the event of **LESSEE'S** nonperformance hereunder, are hereby agreed and declared to be additional rent and shall be due and payable with the next installment of rent due thereafter under this lease. Provided, however that the **LESSOR** shall notify **LESSEE** prior to expending any amounts under this paragraph and give **LESSEE** a

reasonable amount of time, not to exceed thirty (30) days, to correct any deficiencies.

10. **REPAIRS BY LESSOR.** LESSOR shall maintain the exterior of the **PREMISES**, including the lawn care and landscaping, roof, foundation, structural portion thereof, in good repair, except as may be required thereto by reason of the acts of **LESSEE**.
11. **REPAIRS.** LESSEE shall keep the interior of the **PREMISES** in good condition and repair, and perform routine *and, preventative maintenance thereto*, including but not limited to the heating, air conditioning, electrical fixtures, plumbing, sewer system, and interior painting and floor tile, and/or carpeting located in, upon or under the demised **PREMISES**, excepting, however, all repairs made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance. Routine and preventative maintenance shall require **LESSOR'S** and/or tradesman's inspection at least once per year of all items set forth in this paragraph to ensure that they have been kept in good condition and repair. All repairs needed as a result of such inspection shall be performed by the **LESSEE**. However, **LESSOR** shall be responsible for the full replacement of any items set forth in this paragraph when deemed no longer repairable, so long as **LESSEE** has complied with all the preventative maintenance and repair requirements set forth in this paragraph.
12. **LIABILITY.** LESSOR shall not be liable for any damages occasioned by reason of the construction of the **PREMISES** or for failure to keep the **PREMISES** in repair unless notice of the need for repairs has been given **LESSOR**, and a reasonable time has elapsed and the **LESSOR** has failed to make such repairs. All personal property belonging to the **LESSEE** or to any other person, located in or about the building or the **PREMISES** shall be there at the sole risk of the **LESSEE** or such other person, and neither the **LESSOR** nor the **LESSOR'S** Agents shall be liable.
13. **USE AND CARE OF PREMISES.**
 - A. **LESSEE** shall occupy the **PREMISES** in a lawful, reputable manner and will not create a nuisance.
 - B. **LESSEE** shall not use or allow the **PREMISES** to be used for any purpose other than as specified herein and shall not permit the **PREMISES** to be used for any unlawful purpose or in any way that will injure the reputation of the building in which the **PREMISES** are situated, nor permit the **PREMISES** to be occupied in whole or in part by any other person.

- C. In the event **LESSEE'S** use of the **PREMISES** is such as to cause an increase in the insurance rates upon the building in which the **PREMISES** are located, **LESSEE** agrees to pay **LESSOR** as additional rental such premium increase.
- D. **LESSEE** shall not sublet said **PREMISES** or any part thereof nor assign this lease, without in each case the written consent of **LESSOR** first, which consent shall not be unreasonably withheld.
- E. **LESSEE** shall not permit any transfer by operation of law, of **LESSEE'S** interests in the **PREMISES**, acquired through this lease.
- F. All property which may be upon said **PREMISES** during the term hereof, or any renewal thereof, shall be at and upon the sole risk and responsibility of **LESSEE**.

14. **DESTRUCTION OF PREMISES.**

- A. If the **PREMISES** shall be destroyed by any cause as to be unfit, in whole or in part, for occupancy and such destruction or injury could reasonably be repaired within six (6) months from the happening of such destruction or injury, then **LESSEE** shall not be entitled to surrender possession of the **PREMISES** nor shall **LESSEE'S** liability to pay rent under this lease cease without the mutual consent of the parties hereto; but in case of any such destruction or injury **LESSOR** shall repair the same with all reasonable speed and shall complete such repairs within six (6) months from the happening of such injury, and if during such period **LESSEE** shall be unable to use all or any portion of the **PREMISES**, a proportionate allowance shall be made to **LESSEE** from the rent corresponding to the time during which and to the portion of the **PREMISES** of which **LESSEE** shall be so deprived of the use on account thereof.
- B. If such destruction or injury cannot reasonably be repaired within six (6) months from the happening thereof, **LESSOR** shall notify **LESSEE** within thirty (30) days after the happening of such destruction or injury whether or not **LESSOR** will repair or rebuild. If **LESSOR** elects not to repair or rebuild, this Lease shall be terminated. If **LESSOR** shall elect to repair or rebuild, **LESSOR** shall specify the time within which such repairs or reconstruction will be completed, and **LESSEE** shall have the option, within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and further liability hereunder or to extend the term of the Lease by a period of time equivalent to the time from the happening of such destruction or injury until the **PREMISES** are

restored to their former condition. In the event **LESSEE** elects to extend the term of the Lease, **LESSOR** shall restore the **PREMISES** to their former condition within the time specified in the notice, and **LESSEE** shall not be liable to pay rent for the period from the time of such destruction or injury until the **PREMISES** are so restored to their former condition.

15. **RIGHTS RESERVED TO LESSOR.** **LESSOR** reserves the following rights:
 - A. To enter the **PREMISES** at all reasonable times for the making of inspections, repairs, alterations, improvements or additions of or to the **PREMISES** or the building, as **LESSOR** may deem necessary or desirable; for any purpose whatsoever related to the safety, protection, preservation or improvement of the **PREMISES** or of the building or of **LESSOR'S** interest; to enforce and carry out the provisions of this Lease Agreement and for the further purpose of showing the leased **PREMISES** to prospective tenants, purchasers, representatives of lending institutions and prospective tenants for other space in a building owned or contracted by the **LESSOR**.
 - B. For the purpose of exhibiting said **PREMISES** and putting the usual "For Rent" or "For Sale" notices, which notices shall not be removed, obliterated or hidden by **LESSEE**.
16. **VACATION OF PREMISES.** **LESSEE** shall deliver up to and surrender to **LESSOR** possession of the **PREMISES** upon the expiration of the Lease or its termination in any way in as good condition and repair as the same shall be at the commencement of said term (loss by fire and ordinary wear and decay only excepted) and deliver the keys at the office of **LESSOR** or **LESSEE'S** Agents.
17. **RENT DEMAND.** The **LESSEE** agrees that every demand for rent due, whenever and wherever made, shall have the same effect as if made at the time it falls due and at the place of payment or on the **PREMISES**; and after the service or any notice or communication of any suit, or final judgment therein, **LESSOR** may receive and collect the rent due and such collection or receipt shall not operate as a waiver or not affect such notice, suit or judgment.
18. **DEFAULT PROVISION.** If Lessee fails to pay the rent when due or to perform any other terms or conditions of this Lease, or vacates the Premises before the end of the term, Lessor may, at its option and after giving any notices required by law, terminate this Lease and/or pursue any other remedies that may be available. If Lessee defaults, Lessee agrees

to pay Lessor all of the following: (a) all costs of reletting the Premises (including, but not limited to, the costs of cleaning and painting the interior of the Premises, shampooing the carpets, advertising and all other costs of preparation of the Premises for reletting); (b) the full monthly installment of rent payable for the last month during any part of which the Premises were occupied by Lessee; (c) rent for the remainder of the term, except for any rent that Lessor may recover by reletting the Premises; and (d) any other damages to which Landlord may be entitled

19. **LATE CHARGES.** The rental installment, including increases, is due in accordance with the provisions set forth herein above. If said installments are greater than five (5) days past due, **Lessee** shall pay **LESSOR** a penalty of fifty dollars (\$50.00). Said penalty, if charged, shall be deducted from any subsequent installments first and the balance of said installments shall be applied to rental payments. This provision shall be applied also to partial installments of rents and or failure to pay any increases in rents after notices thereof, or initial recompense assets for the above.
20. **NOTICES.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail addressed to the other party at the address herein before specified and or the **PREMISES**, or at such other address as may be specified from time to time in writing delivered to the other party.
21. **WAIVER.** No waiver of any condition of legal right or remedy shall be implied by the failure of **LESSOR** to declare a forfeiture by course of dealing, or by **LESSOR'S** waiver of any other default of **LESSEE'S** hereunder, and no waiver of any condition or covenant shall be valid unless it be in writing signed by **LESSOR**.
22. **LEASE INURES TO BENEFIT OF ASSIGNEES.** This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively of the parties hereto, provided, however, that no assignment by, from, through or under **LESSEE** in violation of the provisions hereof shall vest in the assigns any right, title or interests whatever.
23. **QUIET ENJOYMENT.** **LESSOR** hereby covenants and agrees that if **LESSEE** shall perform all the covenants and agreements herein stipulated to be performed on **LESSEE'S** part, **LESSEE** shall at all times during the terms of the Lease hereof have the peaceable and quiet enjoyment and possession of the **PREMISES**.

24. **INTERPRETATION.**

A. Wherever either the word "**LESSOR**" or "**LESSEE**" is used in this Lease, it shall be considered as meaning "**LESSOR**" or "**LESSEE**" respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as **LESSOR** or **LESSEE** in the heading of this instrument wherever the context requires.

B. If any clause, sentence, paragraph, or part of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Lease, but be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects said Lease shall continue in full force and effect.

25. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change modification or discharge is sought.

26. **HEADINGS.** The headings have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

27. **COMMISSIONS.** **LESSOR** acknowledges that they are represented by a real estate broker or agent in this transaction, and as such, are responsible for fees or commissions due. **LESSEE** acknowledges that they are not represented by a real estate broker or agent in this transaction, and as such, no fees or commissions are due.

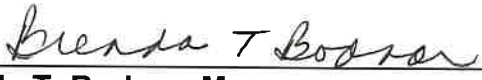
28. **UNIQUE CIRCUMSTANCES PROVISION.**

None at this time.

[Signature Page to Immediately Follow]

IN WITNESS WHEREFORE, we have hereunto set our hands on the day and year first above written.

LESSOR:




Brenda T. Bodnar, Mayor



Stephen Schutt, President of Council

LESSEE:



John Marquart



Ersuela Marquart

APPROVED AS TO FORM:



Diane A. Calta, Director of Law