

ORDINANCE NO. 15-3477

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A SIX MONTH LEASE WITH JEFF HOLTkamp THROUGH MAY 31, 2016 FOR PROPERTY OWNED BY THE VILLAGE AT 6879 STEWART AND DECLARING AN EMERGENCY

WHEREAS, the Village of Silverton acquired approximately 0.160 +/- acres of real property situated in Silverton, located at 6879 Stewart Road, generally described as parcel number 602-0003-0175-00 on June 29, 2015; and

WHEREAS, Jeff Holtkamp is a tenant in good standing in this property, having leased the real property from the prior owner who is currently paying \$400 per month in rent; and


WHEREAS, the Village of Silverton and Jeff Holtkamp wish to continue and extend the landlord-tenant relationship at a new monthly rent of \$700 for a six-month period of time commencing on December 1st and ending May 31, 2016 unless extended by mutual agreement of the parties.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Silverton, Ohio, that:

SECTION I. The Village Manager is hereby authorized to execute the First Amendment to Lease Agreement in a form substantially similar to Exhibit A, attached hereto and made a part hereof.

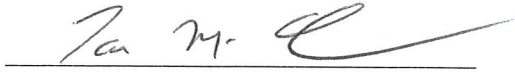
SECTION II. This Ordinance is declared to be an emergency measure necessary to preserve the public peace, health, safety and welfare of the citizens of the Village of Silverton; the reason for the emergency being the immediate need to ensure continued occupancy of the property by Jeff Holtkamp so Silverton can enjoy the benefits of higher lease income. Accordingly, this Ordinance shall take effect and be in force from and after its passage and approval.

Passed this 5th day of November, 2015.



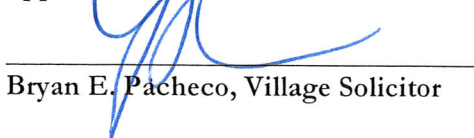
John A. Smith, Mayor

ATTEST:



Thomas M. Carroll, Village Manager

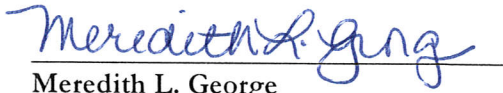
Approved as to form:



Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 15-3477 has been duly made by posting true copies in three (3) of the most public places in said municipality, as determined by Council as follows: 1) Parkview Lane at Railroad; 2) Silverton Municipal Building and 3) The Village of Silverton's Website. Said posting was for a period of fifteen days commencing NOV 6, 2015.



Meredith L. George
Clerk of Council of Silverton, Ohio

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**"), dated and effective as of November 5, 2015 (the "**Effective Date**"), is between the **VILLAGE OF SILVERTON, OHIO**, an Ohio municipal corporation (the "**Landlord**"), successor-in-interest to Dr. Stahl, and **JEFF HOLTkamp**, an individual Ohio resident (the "**Tenant**").

RECITALS

A. Landlord's predecessor-in-interest, Dr. Donna Stahl ("**Stahl**"), and Tenant entered into a Lease for the lease of certain residential real property located at 6879 Stewart Road, Cincinnati, Hamilton County, Ohio 45236, and as further described in the Lease (the "**Premises**").

B. Landlord purchased the Premises from Stahl.

C. The term "**Landlord**" as used herein and in the Lease shall mean the Village of Silverton, Ohio.

D. Landlord and Tenant desire to extend the term of the Lease as provided for in this Amendment and to otherwise amend the Lease as provided for herein.

E. All capitalized terms, unless otherwise defined herein, shall have the same meanings ascribed to them in the Lease.

AGREEMENT

In consideration of the mutual covenants and promises herein contained, the sufficiency and receipt of which is hereby acknowledged by each of the parties hereto, the parties agree that the Lease is hereby amended as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated by reference herein as if fully restated herein.

2. **Extension of Lease Term.** The term of the Lease is hereby extended on the same terms and subject to the same conditions as provided for in the Lease, except as modified by this Amendment, and continuing through and including May 31, 2016 (the "**Extended Term**"), unless earlier terminated as provided for in the Lease (the "**Termination Date**"). "**Term**" as used in the Lease shall mean the initial term of the Lease, the Extended Term, and any other extended or renewal terms.

3. **Rent and Other Charges.** Notwithstanding anything contained in the Lease to the contrary, rent for the Premises for the Extended Term shall be \$700.00 per month starting on December 1 and due and payable on the first day of the month until May 1, 2016. The rent for

November, 2015 shall be \$400.00. All other charges and sums due under the Lease shall remain as provided for in the Lease for the Extended Term.

4. **Miscellaneous.**

- (a) Except as modified in this Amendment, all of the terms, provisions, and conditions of the Lease shall remain unchanged, valid, and in full force and effect and are hereby ratified and affirmed by the parties hereto, as amended.
- (b) If there is any conflict or ambiguity between the terms of this Amendment and the terms of the Lease, the terms and provisions of this Amendment shall control.
- (c) This Amendment shall be governed by Ohio law without regard to conflict of laws principles.
- (d) Neither party shall be deemed the drafter of this Amendment.
- (e) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original.
- (f) This Amendment shall bind and inure to the benefit of the successors and assigns of Landlord and the heirs, representatives, successors and permitted assigns of Tenant.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective

Date.

LANDLORD:

Village of Silverton, Ohio, an Ohio municipal corporation

By: [Signature]
Its: Village Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This instrument was signed and acknowledged before me this 24 day of October, 2015, by Tom Carroll, the Village Manager of the **Village of Silverton, Ohio**, an Ohio municipal corporation, on behalf of the corporation.




Meredith L. George
Notary Public, State of Ohio
My Commission Expires 01-13-2020

[Signature]
Notary Public

[Signature Page of Landlord]

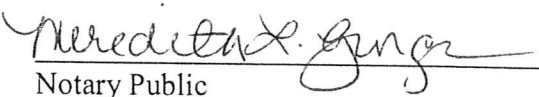
TENANT:



Jeff Holtkamp

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This instrument was signed and acknowledged before me this 26 day of October, 2015, by **Jeff Holtkamp**.



Notary Public



Meredith L. George
Notary Public, State of Ohio
My Commission Expires 01-13-2020

[Signature Page of Tenant]