

ORDINANCE C-81-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH SOUTH-WESTERN CITY SCHOOLS FOR THE KINGSTON SCHOOL BUILDING

WHEREAS, on January 7, 2013 Council authorized a long term agreement with South-Western City Schools to utilize the old Kingston School Building rent free in exchange for building improvements; and

WHEREAS, the Kingston Center now has a number of classrooms and activity spaces; and

WHEREAS, on September 21, 2015 Council authorized a waiver so that the City could move forward with improvements to the Kingston Center; and

WHEREAS, with these improvements, the lease would be extended for a period of Ten (10) years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

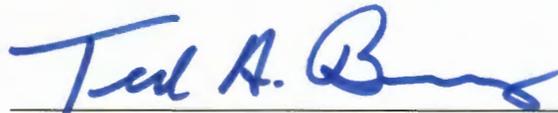
SECTION 1. The City Council hereby authorizes the City Administrator to execute the multi-year Lease agreement with South-Western City Schools as set forth in Exhibit A.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed: 11-02-15
Effective: 12-01-15

Attest:

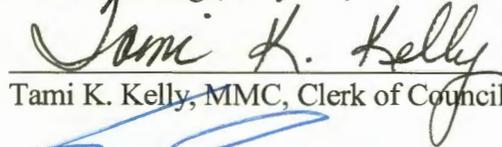
I Certify that this ordinance
is correct as to form.



Ted A. Berry, President of Council



Richard L. Stage, Mayor



Tami K. Kelly, MMC, Clerk of Council



Stephen J. Smith, Director of Law

C-81-15
Exhibit A
LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on this the 1st day of January, 2016 ("Effective Date"), by and between South-Western City School District Board of Education ("Landlord"), whose address is 3805 Marlane Drive, Grove City, Ohio 43123 and The City of Grove City, Ohio an Ohio municipal corporation ("Tenant"), whose address is 4035 Broadway, Grove City, Ohio 43123.

In consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the property located at 3226 Kingston Avenue, Grove City, Ohio 43123 ("Premises"). During the term of this Lease, the Premises shall be utilized fully by Tenant except that Landlord reserves the right to utilize a portion of the Premises for school operations.

2. LEASE TERM. The term of this Lease shall be for one hundred and twenty (120) months (the "Initial Lease Term"), commencing on the Effective Date and terminating on the last day of the last full month of the Initial Lease Term.

3. RENT. So long as Tenant continuously occupies the Premises for any public purpose and for no other purpose during the Lease Term, Tenant shall not be required to pay any rent for the Premises. Tenant shall comply with all applicable laws and regulations in connection with its use of the Premises.

4. FIRST RIGHT OF REFUSAL

During the term of the lease and to the extent permitted under Chapter 3313 of the Ohio Revised Code, Landlord shall offer Tenant first right of refusal to purchase or exchange for the Premises in the event that Landlord no longer is using the Premises for school purposes.

5. MAINTENANCE, REPAIRS, IMPROVEMENTS AND REPLACEMENTS.

Except as set forth herein, any costs for the repair, maintenance or replacement of any portion of the Premises, shall be mutually agreed to by the Landlord and Tenant including, but not limited to the roof, exterior walls and any structural components of the Premises, the HVAC, plumbing, sewage,

sprinkler and other utility lines to the Premises (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and plumbing connections, equipment and fixtures) shall be paid by Landlord. Notwithstanding the foregoing, Landlord shall only be required to make any such repairs, maintenance or replacements as Landlord deems reasonably necessary, and Tenant shall be responsible for all repairs to the Premises that are necessary due to Tenant's negligence or willful misconduct.

Tenant shall be solely responsible for the following: installation and maintenance of air conditioning for the Premises, upgrade and maintenance of internal Tenant space, restroom facilities, routine maintenance of the boiler, landscaping, grounds, sidewalks, snow removal and parking lot and associated exterior lightening. Tenant shall be solely responsible for any code compliance upgrades required as a result of any renovation or other activity that they initiate.

Landlord hereby consents to any improvements made by Tenant to be made to the interior of the Premises so long as Tenant submits to Landlord its plans and specifications for such improvements.

6. TERMINATION. In the event that the Landlord needs to utilize the premises occupied by Tenant during the Lease Term for educational purposes, the Landlord may terminate the lease and/or the Lease may be adjusted based upon the scope of need. Tenant may terminate the lease upon Thirty (30) days written notice.

7. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all utilities and cleaning/trash service on the Premises during the Lease Term

8. INSURANCE. Tenant shall, at its sole cost and expense, be required to maintain: Commercial general liability insurance insuring against bodily injury (including death) and property damage (including loss of use), against liability arising out of Tenant's use, occupancy, or maintenance of the Premises, with minimum limits of liability in the amount acceptable to Landlord; and

Commercial property insurance, insuring against loss of, or damage to, Tenant's improvements and fixtures, equipment, inventory and personal property used in the conduct of its business in its exclusive portion of the Premises, covering all risks of physical loss in forms of insurance available on the market at the time the insurance is purchased.

9. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Premises during the Lease Term, this Lease shall terminate as of the date of such fire or other casualty and all insurance on the Premises shall be payable exclusively to Landlord.

10. SECURITY. Tenant shall be solely responsible for security on the premises.

11. ASSIGNMENT. In no event shall Tenant assign or sublet this Lease without obtaining the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

12. BINDING EFFECT/ENTIRE AGREEMENT. The provisions contained herein shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Lease and any exhibits attached hereto constitute the entire agreement of the parties. No change, amendment or addition to this Lease shall be effective unless mutually agreed upon in writing.

13. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

14. APPROVAL. The terms and conditions contained herein are subject to approval from City Council of the City of Grove City, Ohio and the Board of Education for South-Western City Schools.

The parties have executed this Lease as of the day first above written.

LANDLORD:

South-Western City Schools
Board of Education

By:

Mr. Hugh Garside
Treasurer

By: _____
Randy Reisling
Board President

TENANT:

The City of Grove City, Ohio
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner, Director of Finance

Date