

# COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2015-3

By Nick Haschka Sponsored By Mayor Cyril M. Kleen; Nick Haschka

## AN ORDINANCE

**RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BEREA BOARD OF EDUCATION FOR THE USE OF THE FORMER SITE OF THE PARKNOLL SCHOOL FOR MULTIPLE PURPOSES, INCLUDING RECREATION, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Berea has used a part of the former site of the Parknoll School during 2014 for a community garden, in cooperation with the Berea Board of Education; and

**WHEREAS**, the City of Berea desires to utilize other parts of the former Parknoll site for increased usage by the community including recreation uses; and

**WHEREAS**, the City of Berea and the Berea Board of Education are desirous of entering into a Lease Agreement providing for the Berea Board of Education to allow increased use of the Parknoll site by the City of Berea; and

**WHEREAS**, the City of Berea and the Berea Board of Education have agreed to enter into a Lease Agreement for this property which will inure to the benefit of both parties.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Berea, State of Ohio:

**SECTION 1.** That the Mayor be and he is hereby authorized and directed to enter into a Lease Agreement to provide for City of Berea use of the former site of the Parknoll School in substantially the form of Exhibit "A", which is attached hereto.

**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and 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 actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is declared to be an emergency measure, necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to provide for use of this important recreation facility. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: January 26, 2015

ATTEST: [Signature]  
Clerk of Council

APPROVED: January 28, 2015

[Signature]  
Mayor

Approved as to Form:

[Signature]  
Director of Law

LEASE AGREEMENT

CITY OF BEREA  
AT THE FORMER PARKNOLL SCHOOL SITE

This Lease executed this \_\_\_\_\_ day of January 2015 by and between the Board of Education of the Berea City School District, Cuyahoga County, Ohio, hereinafter referred to as the "LANDLORD" and the City of Berea Municipal Corporation, hereinafter referred to as "TENANT".

**WHEREAS**, the Landlord is the owner of the real property hereinafter described, which presently is not currently needed by the Landlord for school purposes; and

**WHEREAS**, the Tenant desires to lease said property for use exclusively for educational and recreational activities upon the terms and conditions following.

**NOW, THEREFORE**, in consideration of the rental payments and compliance with the other terms hereinafter stipulated, the Landlord lets and leases unto the Tenant.

**ARTICLE I PREMISES**

A tract of several acres identified as the former Parknoll School site, located at 499 Nobottom Road, Berea, Ohio 44017, a vacant piece of land identified as Permanent Parcel #361-03-182.

**ARTICLE II USE**

To be used exclusively for the Tenant for the operation of the City of Berea Recreation Department for Recreation and/or educational activities.

It shall be the responsibility of the Tenant to effect any site modifications, equipment additional or alterations or other changes to the site which are or become required by state or local laws or ordinances due to the use of the Premises by the Tenant. The Landlord shall preapprove all plans and specifications for the alteration or modification of the leased premises.

The Tenant shall notify the landlord on forms provided by the Landlord of any and all vandalism/damage to the leased and unleased grounds within twenty-four (24) hours of the discovery. The Tenant shall inspect the grounds on a weekly basis.

The Tenant shall be solely responsible for securing all necessary permits and licenses needed because of this Agreement.

**ARTICLE III TERM**

To have and to hold unto the Tenant for a term of one (1) year commencing January 1, 2015 and ending December 31, 2015. At the end of said term the Tenant has the option to extend the lease for a period of three (3) or five (5) years by giving written notice to Landlord by October 1, 2015. At this time the annual rental fee shall be reviewed and accepted by both the Tenant and Landlord.

#### **ARTICLE IV SECURITY**

No security deposit is required.

#### **ARTICLE V RENTAL**

The annual rental shall be one dollar (\$1.00).

#### **ARTICLE VI UTILITIES**

Tenant shall, at Tenant's own expense, provide any needed utilities or service for the leased premises (see **Exhibit "A"**) during the term of this Lease.

Water and sewer fees shall be the responsibility of the Tenant.

#### **ARTICLE VII – MAINTENANCE AND REPAIRS**

The Tenant shall keep the grounds in good repair and in a clean, safe and healthy condition. The Tenant shall be responsible for all maintenance of the occupied premises and shall cause repairs to be performed in a timely fashion. Further, any damage to the leased premises or any damage to or destruction of chattels therein used by the Tenant or caused by acts of the Tenant's employees, students, invitees, or licensees shall be repaired or replaced by the Tenant.

In performing any needed repairs, the Tenant is to use competent, qualified repairmen.

#### **ARTICLE VIII TAXES AND ASSESSMENTS**

The Landlord shall discharge all taxes and assessments upon the leased premises, if any.

#### **ARTICLE IX ALTERATIONS**

The Tenant shall make no alterations, additions or improvements in or upon the leased premises without the prior written consent from the Landlord which consent will not be unreasonably withheld. The Tenant shall be responsible for any and all alteration needed to meet the requirements of the Americans with Disabilities Act.

#### **ARTICLE X ASSIGNMENT OR SUBLETTING**

The Tenant shall not assign this lease, nor sublet the premises. Similarly, the Tenant shall not use the facilities or grounds for any purposes other than stated herein.

## **ARTICLE XI INSURANCE – OTHER**

The Tenant shall be solely responsible for any loss to the Tenant's property caused by fire, theft, vandalism, or acts of God.

The Landlord shall not be liable for any loss or inconvenience suffered by the Tenant as a result of fire, theft, vandalism or malicious mischief, or other casualty causing damage to, or destruction of, the Leased Premises.

## **ARTICLE XII LIABILITY/NOTICE**

The Tenant shall be responsible for any and all claims and liabilities for personal injury or property damage suffered on the leased premises, including playgrounds, parking area, driveways and sidewalks, arising from acts of the Tenant, its employees, agents, students, invitees and licensees, or otherwise. The Tenant shall indemnify and hold the Landlord, its individual members, employees and agents in both their official and individual capacities harmless from any such liabilities, claims and costs and expenses (including but not limited to attorney fees), demands, actions or causes of action for any injury, damage, or loss to persons, including death, or any injury, damage or loss of property whatsoever, arising out of or resulting from, caused by, occurring during or in any way related to any action or failure to act, negligence, or other misconduct in occupation or other use of the premises in accordance with the terms and conditions of this Agreement or in connection therewith. The Tenant shall acquire and maintain at its expense during the term of this lease liability insurance in the same manner as it insures its own properties.

A binder stating such coverage shall be attached to this lease agreement and shall be attached prior to Landlord's execution of this lease. Said policies shall not be cancelled or modified without at least thirty (30) days prior written notice to the Landlord.

## **ARTICLE XIII SIGNS**

No signs shall be displayed on the leased premises without the prior written consent of the City of Berea and of the Landlord.

## **ARTICLE XIV MANNER OF OCCUPANCY**

The Tenant will use and occupy the leased premises in a careful, safe and proper manner, and will not use or permit its use in any way that will increase the rate of insurance thereon, nor will use the leased premises for any purpose other than that hereinabove set forth.

## **ARTICLE XV QUIET ENJOYMENT AND CANCELLATION RIGHT**

The Landlord covenants and agrees that if the Tenant shall perform all its covenants and agreements herein, it shall at all times during the term hereof or any renewal have peaceable and quiet enjoyment and possession of the leased premises without any manner of let or hindrance from the Landlord or persons lawfully claiming through or under it; provided, however, that the Landlord, upon one (1) year notice in writing to the Tenant, shall have the right to cancel this



STATE OF OHIO            )  
                                  ) ss  
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above Board of Education of the Berea City School District by Neal Postel, Its President, and by Ryan Ghizzoni, Its Treasurer, who severally acknowledged the execution of the foregoing Lease Agreement to be the free act and deed of said Board and their free act and deed individually and as such officers.

In Testimony Whereof, I hereunto subscribe my name and affix my official seal the day and year last aforesaid.

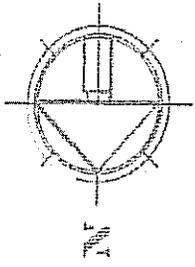
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Notary Public

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Date

EXHIBIT A



N. 0° 51' 40" W  
 NEXT LINE PARKNOLL ESTATE SUBDIVISION RE: REC. VOL. 164-69 MAPS P. 24 C.E.C.  
 CITY OF BEREA  
 MIDDLEBURG TOWNSHIP - SECTION TWENTY THREE

SETHA ETS. ADJUT. N.E.C.  
 116.22' DEED  
 115.22' DEED  
 N. 0° 51' 55" W

CLAMSTED TOWNSHIP

N. 0° 51' 55" W  
 116.22' DEED  
 115.22' DEED

TERRACE

GRASS & PLANTING

13.04 ACRES

SCALE  
 100' 50' 100'

BOARD OF EDUCATION  
 BEREA CITY SCHOOL DISTRICT  
 BEREA, OHIO

PARKNOLL  
 ELEMENTARY SCHOOL  
 PROPERTY

SEPT. 1, 1965

BEREA,

OHIO

