

COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2015-72

By Cheryl A. Banaszak Sponsored By Mayor Cyril M. Kleem
Councilwoman Cheryl A. Banaszak

AN ORDINANCE

AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A LEASE AGREEMENT WITH THE BEREA BASEBALL ASSOCIATION FOR ITS CONSTRUCTION, USE AND MAINTENANCE OF A STORAGE STRUCTURE AT THE JASON MALONE PARK RECREATION AREA, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Berea has no further use for an old pavilion located at the Jason Malone Park Recreation Area; and

WHEREAS, the Berea Baseball Association desires to rebuild the unused pavilion into a storage building and to utilize it for storage of items used by the Berea Baseball Association in furtherance of its programs; and

WHEREAS, the City of Berea and the Berea Baseball Association are desirous of entering into a Lease Agreement providing for the City of Berea to allow use of the storage building by the Berea Baseball Association pursuant to limitations and requirements provided for in a Lease Agreement; and

WHEREAS, the City of Berea and the Berea Baseball Association have agreed to enter into a Lease Agreement for this structure which will be to the benefit of both parties.

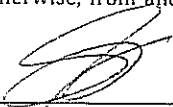
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Mayor or his designee, the Director of Public Service, be and he is hereby authorized and directed to, enter into a Lease Agreement to provide for Berea Baseball Association use of a storage structure at the Jason Malone Park Recreation Area, in substantially the form of Exhibit A, which is attached hereto.

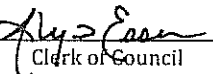
SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

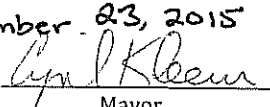
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that it is immediately necessary to provide for the construction and use of this building during the remainder of the construction season. 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: November 16, 2015



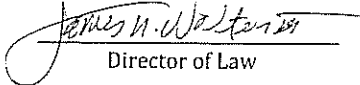
President of Council

ATTEST: 
Clerk of Council

APPROVED: November 23, 2015


Mayor

Approved as to Form:



Director of Law

Exhibit "A"
(10-4)

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF BEREA
AND
THE BEREA BASEBALL ASSOCIATION

This Lease executed this _____ day of November, 2015 by and between the City of Berea hereinafter referred to as OWNER or as the "LANDLORD" and the Berea Baseball Association, hereinafter referred to as "TENANT".

WHEREAS, the Landlord is the owner of the real property hereinafter described, which has a space not presently required for the Landlords for municipal purposes; and;

WHEREAS, the Tenant desires to lease said property for use exclusively for storage of recreational supplies 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

An area of land approximately __ feet by __ feet located within the boundaries of the Jason Malone Park Recreation Area on which a small structure is located.

ARTICLE II USE

To be used exclusively for the Tenant for the storage of supplies and equipment used by Tenant Berea Baseball Association for its recreation programs and activities.

It shall be the responsibility of the Tenant to effect any building modifications, needed for the use of the Premises by the Tenant. The Landlord, City of Berea shall have the right to approve 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 and structures 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 any 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 on the date of the execution of this Agreement and ending twelve months later. At the end of said 12 month term the Tenant shall have option periods of one year each to extend the lease by giving written notice to the Landlord at least 60 days prior to the end of the term.

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 during the term of this Lease or any extension thereof.

Water and sewer fees are not applicable as there is no water or sewer service to the structure.

ARTICLE VII MAINTENANCE AND REPAIRS

The Tenant shall keep the structure in good repair and in a clean and safe condition. The Tenant shall be responsible for all maintenance of the structure 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, volunteers, invitees, or licensees shall be repaired or replaced by the Tenant. Tenant shall be solely responsible to repair or cover any damage or defacing caused by vandalism to the leased premises and structure.

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.

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 storage structure. 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 may acquire and maintain at its expense during the term of this lease any insurance it may deem appropriate.

ARTICLE XIII SIGNS

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

ARTICLE XIV MANNER OF OCCUPANCY

The Tenant will use and occupy the leased premises in a careful, safe and proper manner, and will maintain it in good condition and repair.

ARTICLE XV CANCELLATION RIGHT

The Landlord, upon ninety (90) days notice in writing to the Tenant, shall have the right to cancel this lease and repossess the leased premises when it determines that said premises are needed for the City of Berea purposes, whereupon each party shall be released from any and all further obligations hereunder.

ARTICLE XVI NOTICES

All notices, requests or demands required or appropriate hereunder shall be hand delivered or sent by U.S. Certified Mail to the following addresses: To the Landlord, City of Berea, Attention: Department of Finance, 11 Berea Commons, Berea Ohio 44017; to the Tenant, Berea Baseball Association, P.O. Box ____, Berea, OH 44017, or given when enclosed in properly addressed, sealed envelope and deposited, postage prepaid, in a post office or box regularly maintained by the United States Government.

ARTICLE XVII ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the authorized representatives of the parties obligated under the amendment or their respective successors in interest.

IN WITNESS HEREOF this Lease Agreement has been duly executed by the parties the day and year first above stated in Cuyahoga County, Ohio.

Signed and Acknowledged
in the presence of:

FOR THE CITY OF BEREA

BY: _____
Date

THE BEREA BASEBALL ASSOCIATION

BY: _____
Date