

**RESOLUTION NO. 52-2016**

**INTRODUCED BY: Mayor Ann Marie Donegan**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CERTAIN LEASE AGREEMENT FOR A PORTION OF THE CITY OWNED PROPERTY LOCATED AT 8051 BROOKSIDE DRIVE (FORMER CITY SERVICE GARAGE), MAKING FINDINGS RELATED THERETO, ALL TO PROMOTE BUSINESS AND ECONOMIC DEVELOPMENT IN THE CITY.**

**WHEREAS**, this Council has previously authorized the administration to advertise and solicit proposals for the lease of certain city owned property including the former city Service Garage property located at 8051 Brookside Drive in the City, hereinafter "the property," for enhancing business and economic development purposes; and

**WHEREAS**, the City of Olmsted Falls as a home rule charter municipality, through this Council finds that it is in the best interest of the City to solicit proposals for potential business development at the Property such that the general requirement for advertising for bids and sale to the highest bidder is not in the best interest of the City, and the City has engaged Cresco Real Estate to solicit proposals for the Property; and

**WHEREAS**, Council finds that it is in the City's best interest to lease the property without public bidding based upon the location of the building and limited opportunities for economic development associated therewith; and

**WHEREAS**, Cresco Real Estate has received a proposal for the lease of the Property worthy of serious consideration and approval by the City; and

**WHEREAS**, a lease of City owned property as opposed to a purchase or sale of City owned property, while not requiring mandatory referral to the Planning Commission for review and opinion, the same has been forwarded to the Planning Commission for information purposes. Now therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, CUYAHOGA COUNTY, OHIO, THAT:**

**SECTION 1.** That the Mayor is hereby authorized to enter into a certain lease agreement for the lease of the city owned property located at 8051 Brookside Drive in the City, containing the fundamental terms which are identified on Exhibit "A" attached hereto and incorporated herein, said formal final lease agreement to be approved by the Director of Law and consistent with the terms contained in the terms sheet contained in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 2.** The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution 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 the requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Resolution shall take effect at the earliest time allowed by law.

  
Jay Linn, Council President

PASSED: November 7, 2016

APPROVED:   
Ann Marie Donegan, Mayor

11.8.16  
Date

APPROVED AS TO FORM:   
Gregory M. Sponseller, Director of Law

ATTEST:   
Angela Mancini, Clerk of Council

First Reading: October 11, 2016

Second Reading: October 24, 2016

Third Reading: November 7, 2016

**POSTING CERTIFICATE OF OLMSTED FALLS**  
Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res/Ord 52-2016 was duly posted on the 7 day of OCT, 2016 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City  
A. Mancini Clerk of Council

	Yea	Nay
Linn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garrity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Haviland	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sculac	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stibich	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Duncan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Miller	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD. OR RESOL. NO. 52 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON NOV 7, 2016  
Angela Mancini CLERK



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September 27, 2016

October 7, 2016 Landlord Counter

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Mr. Jeremie Tokarsky  
7699 Stearns Rd.  
Olmsted Township Ohio 44138

Via Email: jeremietokarsky@yahoo.com

**Re: Letter of Intent to Lease 8051 Brookside Drive, Olmsted Falls, Ohio 44138**

Dear Jeremie:

Noted below are proposed terms to lease the property located at **8051 Brookside Drive** Olmsted Falls, Ohio (the "Building") from The City of Olmsted Falls, Ohio as "Landlord":

- Tenant:** Unbroken Athletic
- Landlord Entity:** The City of Olmsted Falls
- Premises:** Approximately 2,100 Square Feet
- Term:** Three (3) years
- Possession Date:** Upon lease signing by Tenant and Landlord.
- Options to Renew:** One (1) Three (3) year period, exercised upon six (6) months prior written notice prior to the expiration of the current period of the Term.
- Commencement:** Rent Commencement shall be January 1, 2017.
- Base Rental:** The annual Base Rental Rates exclude all Tenant's expenses for utilities, telephone, water, sewer, gas, electricity, trash removal, heating and cooling, general interior and exterior repairs & maintenance, real estate taxes (commencing 2019, ~~to be paid by Landlord~~), taxes shall not exceed \$ ~~2000.00~~ \$4,500.00 per year operating costs and building insurance (City shall be named as additional insured).

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**Initial Term:** Months 1-2 \$-0-  
Months 3 - 12: \$1000.00 per month  
Months 13 - 24: \$1500.00 per month  
Months 25 - 36: \$2000.00 per month

**Renewal Terms:** Rent shall be adjusted for three-year renewal term by CPI for urban areas. Both parties shall agree in writing to any pricing changes prior to the start of the renewal term. Rental rate for the option period shall not exceed Ten (10%) percent over the previous period. Tenant shall notify Landlord of its intension to renew one hundred and eighty (180) days prior to lease expiration.

**Use:** Tenant shall use and occupy the Premises for the purposes of fitness training and for no other purpose without Landlord's prior written consent.

**Common Expenses:** Tenant shall pay its pro rata share of Common Area Maintenance (CAM). ~~These shall include, for example, Tenant shall be responsible for snow plowing and shoveling, yard maintenance, Landlord shall be responsible for parking lot maintenance and , landscaping. Tenant shall be afforded the opportunity to be involved in vendor selection and pricing negotiation if desired. Exhibit shall be mutually agreed to outlining the Tenants premises.~~

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**Utilities:** Tenant shall pay in its own account for all utilities, including water, sewer, electric and gas for the Premises. Tenant shall pay its prorated share of storm water tax.

**Janitorial:** Tenant shall be responsible for its own janitorial services and trash.

**Tenant Work:** Landlord shall provide Premises to Tenant on an "AS IS" basis and Tenant shall make or cause to be made any and all improvements to the Premises at its own cost and expense prior to occupancy. Tenant shall use first-class materials and workmanship and shall not commit waste upon the Premises, destroy any portion of the Premises without Landlord's prior written approval, make any subsequent modifications to the Premises after the initial Tenant Work without Landlord's written approval, or otherwise permit damage or changes to the Premises which might have the effect of diminishing its value.

**Tenant Improvements:** Tenant shall provide to Landlord prior to construction a complete set of construction documents that have been approved by City or other authorities, if applicable.

**Security Deposit:** Subject to Landlord's review of Tenant's financials, Tenant will pay one (1) month of base rent as a security deposit and provide first month's base rent at lease signing. Please provide Tenant's financial information for review by Landlord.

**Relocation, Termination:** Throughout the term of the lease and option period, Landlord shall have the

ongoing right to relocate Tenant or terminate this Lease by giving Tenant 120 day's advance written notice. In the event of termination by Landlord during the initial term hereof for the sole reason that Landlord wishes to change the use of the Premises. Tenant shall also have the right to terminate the Lease without cause by providing Landlord with 120 day's advance written notice.

**Signage:** Subject to Landlord's prior review and written approval by governmental authorities, Tenant will be permitted to install the maximum amount of signage allowable by local code.

**Agency Disclosure:** Attached is an Agency Disclosure Statement. Alex Russo of Cushman & Wakefield / Cresco Real Estate is the agent representing the Landlord. Please sign the enclosed agency disclosure statement acknowledging disclosure of agency as required to be disclosed by the State of Ohio. See attached Agency Disclosure Statement.

**CONDITIONS:** This proposal is subject to review and acceptance of Tenant's financial information and contingent on the availability of the space. This letter does not constitute a binding agreement and neither party shall be bound by the terms of this proposal unless and until a lease agreement, satisfactory to Landlord, Tenant, Landlord's secured lender, and their respective legal counsel, is fully executed and exchanged.

If the foregoing terms are acceptable, please have your client sign and date this letter and the enclosed Agency Disclosure Form in the spaces provided and return to me. Should you have any questions and/or comments, please call me at (216) 525-1495.

Sincerely,



**Senior Vice President  
CRESCO REAL ESTATE**

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
**Unbroken Athletic**

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ Title: \_\_\_\_\_