

RESOLUTION NO. 20-2019

INTRODUCED BY: Mayor James Graven and Council as a Whole

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CERTAIN LEASE AGREEMENT WITH OLMSTED COMMUNITY EMERGENCY RESPONSE TEAM (CERT) FOR CONSTRUCTION OF A STORAGE FACILITY TO BE LOCATED IN THE FIRE DEPARTMENT PARKING LOT PROPERTY, AND DECLARING AN EMERGENCY

WHEREAS, the City of Olmsted Falls is the owner of real property located on Columbia Road known as the City of Olmsted Falls Fire Department for which the Olmsted CERT has expressed an interest in leasing; and

WHEREAS, the City of Olmsted Falls, through this Council finds that it is in the best interest of the City to lease a portion of the property to the Olmsted CERT to construct a storage facility for that organization. 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 a portion of city owned property located on Columbia Road containing the fundamental terms which are identified on Exhibit "A" attached hereto and incorporated herein.

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 is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Olmsted Falls for the reason that the action taken herein is necessary to timely permit the Olmsted CERT to begin the construction and city approval process. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

Paul Stibich, Council President

PASSED: _____

APPROVED: _____
James Graven, Mayor _____
Date

APPROVED AS TO FORM: _____
Andrew D. Bemer, Director of Law

ATTEST: _____
Angela Mancini, Clerk of Council

First Reading: _____

Second Reading: _____

Third Reading: _____

	Yea	Nay
Stibich	_____	_____
Haviland	_____	_____
Jones	_____	_____
Gorski	_____	_____
Nicolay	_____	_____
Duncan	_____	_____
Fenrich	_____	_____

LEASE AGREEMENT

THIS LEASE ("Lease") is made between the Olmsted Community Emergency Response Team (CERT) (hereinafter referred to as "Lessee") and the City of Olmsted Falls (hereinafter referred to as "Lessor"), whose address is 26100 Bagley Rd., Olmsted Falls, OH 44138.

1. **PREMISES.** In consideration of the terms of agreement stated herein between the parties, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, on the terms and conditions set forth in this Lease, a portion of the Lessor's property at 9274 Columbia Road, to construct an 18' X 24' storage facility, (the "Premises"), according to the site plan to be prepared. Lessor shall become the owner of the storage facility, and Lessee shall the rights and obligations of use of said facility as more specifically described herein below.

2. **TERM.** The term of this Lease shall remain in effect until the CERT organization is no longer in existence, or no longer needs the use of said structure.

3. **RENT.** In lieu of monetary rent, Lessee agrees to bear the costs of the construction of the storage facility, provide all care, maintenance, voluntary repair costs, and utility expenses as stated in paragraphs 5 and 6 below.

4. **USE.** Lessee's CERT organization shall use and occupy a designated part of the Property to provide for the erection of a building to store the CERT equipment garage structure. The Property shall be used for no other purpose without the express written permission of Lessor.

Lessee shall (a) conduct its operations at the Property in a safe and reputable manner; and (b) keep the Property, and improvements thereon, in a neat, clean, sanitary and attractive condition.

5. **CARE AND MAINTENANCE OF PROPERTY.** Lessee acknowledges that the Property is unimproved real estate, which Lessee shall improve by the construction of the aforementioned storage facility. Thereafter, Lessee shall maintain the Property in a good and safe condition and shall surrender the same upon expiration of this Lease in as good a condition as received, normal wear and tear accepted. The care and maintenance to the Property shall include any alterations, additions and improvements made to the Property by the Lessee.

6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

A. Lessee, at Lessee's own expense, shall make the following alterations, additions and improvements to the Property:

- Construct a garage structure approximately 18' by 24' within the designated area. The area will be the Southwest corner of the fire department parking lot.
- Make necessary modifications to provide electrical service as required to the garage structure.
- Install lighting to adequately illuminate the Property, if needed. Said lighting shall be installed in a manner to not interfere with the quiet enjoyment of any neighboring properties.

B. Lessor shall assist in the initial construction of the facility by laying the concrete foundation, and running the conduit for gas and electricity.

7. LIABILITY OF THE PARTIES.

A. The Lessor shall be solely responsible to repair the storage facility cause by any damage to the Property, including but not limited to wind, water, fire, and other natural causes. Lessor shall also be responsible for any injury or damage caused by the negligent or tortious acts or omissions of either Lessor or Lessee or its respective employees, agents, guests, invitees or volunteers.

B. Lessee must comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to the use, storage and disposal of hazardous substances. Lessee shall accept sole liability for any noncompliance of environmental laws.

8. INSURANCE. The Lessor shall carry both comprehensive and liability insurance covering any and all acts as described above in Paragraph 7 according to its city-wide policy pertaining to all properties owned by Lessor.

9. LESSOR’S REMEDIES ON DEFAULT. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 calendar days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default and notify the Lessor in writing of the remedy and timing), then Lessor may terminate this lease. On the date specified in such notice their term of this Lease shall terminate, and Lessee shall then quit and surrender the Property to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume full possession of the Property by any lawful means and remove Lessee therefrom. No failure to enforce any term shall be deemed a waiver. In addition to terminating the Lease, Lessor reserves the right to pursue any additional remedies available at law or in equity following a breach of the Lease by Lessee.

10. TERMINATION BY AGREEMENT. Lessor and Lessee may agree to terminate this Lease by mutual agreement in writing on a date prior to the expiration of this Lease.

11. SURRENDER. Lessee agrees to deliver the Property promptly and in good condition, reasonable wear and tear accepted, upon the termination date of this Lease. Lessor shall retain ownership of the garage constructed on its Property free and clear of any claims of the Lessee upon termination of this Lease.

12. AMENDMENTS. This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

LESSOR: City of Olmsted Falls, Ohio

LESSEE: Community Emergency Response Team (CERT)

By: James P. Graven, Mayor

By: John Tanzer, Commander

Date: _____

Date: _____