

ORDINANCE C-05-13

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

WHEREAS, the City of Grove City has been looking for a location to hold various classes and programs; and

WHEREAS, South-Western City Schools has the old Kingston School building located at 3226 Kingston Avenue that is only partially being used for educational purposes; and

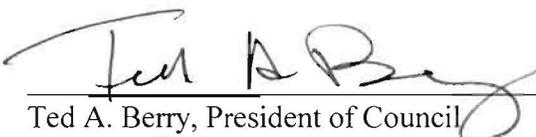
WHEREAS, SWCS will allow the City to utilize the Kingston School building rent free in exchange for the City making certain improvements to the property and paying for the utility costs; and

WHEREAS, the City needs the space immediately to begin improvements for the classes and programs to be held at the beginning of 2013.

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

SECTION 1. The City Administrator is hereby authorized to execute the lease agreement with SWCS for the old Kingston School building located at 3226 Kingston Avenue upon the terms and conditions set forth in Exhibit "A".

SECTION 2. For reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall therefore go into immediate effect.

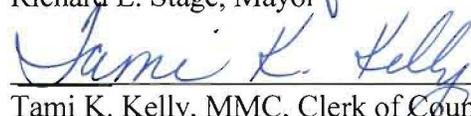


Ted A. Berry, President of Council

Passed: 01-07-13
Effective: 01-07-13



Richard L. Stage, Mayor

Attest: 

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.



Stephen J. Smith, Director of Law

C-05-12
EXHIBIT "A"
LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on this the 1st day of January, 2013 ("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"). The Premises are described on Exhibit A, attached hereto and hereby made a part hereof. During the term of this Lease, the Premises shall be utilized by both the Landlord and Tenant who will each have areas that may be designated for their exclusive use, as set forth on Exhibit A, and the Premises has restrooms that will be utilized by both Tenant and Landlord. The Premises shall be divided by a door that will allow Landlord to access the common restrooms in the Tenant area, but will not allow Tenant access to the Landlord area. Landlord shall continue to utilize the Premises for school purposes.

2. LEASE TERM. The term of this Lease shall be for thirty-six (36) months (the "Initial Lease Term"), commencing on the date Landlord delivers possession of the Premises to Tenant (the "Delivery Date") and terminating on the last day of the last full month of the Initial Lease Term. Tenant shall have two (2) options to extend the Initial Lease Term each for an additional twelve (12) month period (the "Renewal Term"), provided Landlord agrees in writing to such extension. The term "Lease Term" shall be deemed to include both the Initial Lease Term and any Renewal 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, including, but not limited to the roof, exterior walls, landscaping, grounds, sidewalks and any structural components of the Premises, the HVAC, and all electrical, 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 Gym area as depicted in Exhibit A, upgrade and maintenance of internal Tenant space, upgrade and maintenance of the restroom facilities, upgrade and maintenance of the parking lot and associated exterior lightening.

In the event Tenant shall require certain additional improvements to be made to the interior of the Premises, then Tenant shall submit to Landlord its plans and specifications for such improvements.

6. TERMINATION. In the event that the Landlord needs to the 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. In the event that the Lease is terminated during the Initial Lease Term, the Landlord shall owe to Tenant a proportionate share of the cost of the Tenant improvements or upgrades.

7. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all utilities consumed on the Premises during the Lease Term, except for cable, telephone and internet service, for the

Landlord area which shall be paid solely by Landlord. Tenant shall be solely responsible for trash service for the Premises.

The Landlord and Tenant shall each be responsible for general custodial and cleaning services for their respective areas. However, Tenant shall be responsible for general custodial and cleaning services for the restrooms.

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. 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.

11. 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.

12. 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.

13. 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.

**Rest of the page left intentionally blank
Signature page to follow**

LANDLORD:

South-Western City Schools
Board of Education

By: _____
Mr. Hugh Garside
Treasurer

By: _____
Mindy Garverick
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

EXHIBIT A
DESCRIPTION OF PREMISES

KINGSTON AVENUE SCHOOL 98/99

