

RESOLUTION NO.: 2020-R39
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: APRIL 14, 2020

ASSIGNED TO: _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE GREEN HISTORICAL SOCIETY FOR THE LICHTENWALTER SCHOOLHOUSE, LOCATED AT 5290 MASSILLON ROAD, GREEN, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, in 2020, the City of Green completed the rehabilitation of the Lichtenwalter Schoolhouse in Boettler Park re-establishing this structure as a local history educational space; and

WHEREAS, the Green Historical Society, the City of Green, and Green Local Schools have partnered to provide the "A Day in 1885" program since 2004 which has engaged Green 3rd grade students in understanding and exploring Green's community and history; and

WHEREAS the Green Historical Society desires to continue to cultivate community awareness of Green's history and past accomplishments through the development of a broader offering of community engagement opportunities at the Lichtenwalter Schoolhouse; and

WHEREAS the Green Historical Society also desires to utilize the Lichtenwalter Schoolhouse to formally chronicle the history of Green by archiving significant documents and artifacts, and

WHEREAS, the City desires to enter into a Lease Agreement with the Green Historical Society to establish a local history educational and archival space at the Lichtenwalter Schoolhouse in Boettler Park to further the Society's mission to help current and future generations understand and interpret Green's heritage.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

Green City Council approves the Lease Agreement between the City of Green and the Green Historical Society, a copy of which is attached hereto and incorporated herein as Exhibit "A", and authorizes the Mayor to enter into the Lease Agreement on behalf of the City.

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. City desires to enter into this Lease Agreement as soon as possible to allow the Green Historical Society to commence

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historic initiatives at the earliest practical date. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: April 29, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: April 29, 2020

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: April 29, 2020

ON ROLL CALL: Babbitt -Aye Brandenburg-Aye DeVitis -Aye France -Aye
Shaughnessy-Aye Yeargin -Aye Young -Aye Adopted 7-0

Suburbanite publication on MAY 8 and MAY 15, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

04/09/2020 Approved as to form and content by Lisa Carey Dean, Director of Law

Lisa Carey Dean

**Lease Agreement between the Green Historical Society and City of Green
for the use of Lichtenwalter Schoolhouse**

Landlord, the City of Green, hereinafter "the City", with offices at 1755 Town Park Blvd, Green, Ohio, 44685, and Tenant, the Green Historical Society, an Ohio non-profit corporation, hereinafter "the Society", hereby agree to the following terms and conditions.

1. Intent. This lease is created to formally bring together the City of Green, owners of the historic Lichtenwalter Schoolhouse hereinafter referred to as the "Schoolhouse", and the Green Historical Society, an organization devoted to preservation and the recording and teaching of Green's local history. The historic Lichtenwalter Schoolhouse site provides the atmosphere for the Society to bring local history to the attention of the community.

The terms and conditions of this lease are written to reflect a partnership spirit between the City and the Society to continue our shared mission to provide educational services and living history experiences at Lichtenwalter Schoolhouse.

2. Benefits to the City. Establishing a local history educational space and archive sends a message to the community that the efforts of area residents, over the years, are not forgotten and their accomplishments can continue to influence and inspire the lives of those who follow. The recording and teaching of local history increases the knowledge of residents about their community and creates a feeling of belonging. This feeling in turn results in increased community strength and character.

3. Benefits to the Society. Teaching with artifacts and school-related activities that tell the story of our community in a setting that includes a structure that was an important part of our early landscape creates a solid learning atmosphere. The teaching and recording activities of the Society in such an environment can be cumulative from year to year with a continuity of purpose that leads to an on-going enthusiasm.

4. Description. The City leases to the Society the property described as follows:

Lichtenwalter Schoolhouse building located on the parcel owned by the City and described as Boettler Park. Use of the property includes use of adjacent parking facilities and restroom facilities in Boettler Park.

5. Term. The initial term of the lease is for ten (10) years, pending City Council approval commencing on May 1, 2020. This lease shall thereafter renew for successive ten (10) year periods, upon the same terms and conditions or mutually agreed upon revisions, unless terminated by either party by giving written notice to the other no less than twelve (12) months prior to the expiration of the then current term, or as hereinafter otherwise provided.

6. Rent. In consideration of the Society's agreement to operate the premises as a center for the teaching and recording of local history, the City agrees that the rent shall be One Dollar (\$1.00) per year.

7. Usage. The exclusive use of this Leased Premises will be as a historic site operated by the Society. All space available in the main floor and basement would be utilized by the Society for the display and storage of records, artifacts, photographs and exhibits that illustrate the history of Green or the Green area.

Access to the main floor and basement levels of the Schoolhouse (the "Leased Premises") will be controlled by the Society and coordinated with the City. City has the right of entry into the Leased Premises upon advanced notice to the Society for inspection, maintenance, and/or repairs. Notice shall be given to appropriate Society contacts as provided by the Society. Society is responsible to maintain and update contact list. In the case of an emergency where there is an imminent threat to safety and/or property damage, the City shall be permitted to enter at any time without prior notification. In all cases, the City shall be responsible for damage to the Leased Premises occasioned by its entry and access to the Leased Premises. For clarity, the Society's responsibility for any damages to the facility, reasonable wear and tear excepted, shall not include such damages occasioned by the City's entry and access thereto.

The Society shall prepare a schedule which is mutually agreeable to the Society and to the City of hours when the schoolhouse shall be open to the public.

The Society agrees to provide staff to open the schoolhouse during City events utilizing Boettler Park including but not limited to Freedom Fest, Art-A-Palooza and Twisted Wilderfest. The City shall provide notice to the Society of such events where the Society is to provide staff at least one month in advance of such event(s) being held.

No commercial activity unrelated to historical functions will be allowed on the premises.

Operation of the Leased Premises for historical purposes requires that the Society prepare schedules of the activities planned with copies to the City of Green Planning Department.

8. Planning and Communication. General plans by the Society for development, restoration, activities, and related use on this Leased Premises shall be submitted to, discussed with, and reviewed by the Planning Department. Such general plans shall be updated from time to time as conditions, objectives, and other circumstances dictate or warrant and shall be subject to appropriate review and approval. General plans include statements of objectives, funding, and reasonably related issues which will determine the course of subsequent efforts, work and programming of the Society related to Leased Premises. Should subsequent efforts, work and programming expand beyond the previously defined scope of approved plans, then an amended plan shall be submitted as outlined above.

Interpretation and fulfilling the terms and conditions of this lease or additional terms and conditions not included in this lease such as the plans referenced above are to be discussed and agreements reached by the Board of the Society and the City as described above or by (a) duly appointed representative(s) of each.

The Society will provide the Planning Department with a current schedule of events that are planned for the Leased Premises at least thirty (30) days in advance.

Consideration and expectation regarding written requests will be sympathetic to the normal meeting dates of the Historical Society Board and Society. The Planning Department will provide timely review and response to Society matters and requests. If agreement cannot be reached through the planning and communication process described above, then a final decision by City Council shall prevail.

9. Maintenance and Utilities. The City and the Society agree to the following division of responsibilities. The Society shall assume responsibility for the ongoing maintenance of building, except as noted below.

Mowing the lawn, maintenance of the rain garden and other landscaping features installed by the City. Other maintenance expenses shall be the responsibility of the Society.

Electricity charges for the Lichtenwalter Schoolhouse shall be paid by the City. Access to the City's existing Wi-Fi network shall be provided through a secure channel unique to the Society.

The Society may install a camera, security and fire detection system acceptable to the City. The monthly cost for this system is to be paid by the Society. This system will be installed and operational prior to occupancy.

The Society shall keep the interior of the Leased Premises in a sanitary and safe condition in accordance with its obligations arising under R.C. 5321.05.

10. Ownership of Contents. The ownership of artifacts, photographs, exhibits, exhibit cases, tables, chairs and other materials and equipment related to the operation of the Schoolhouse will remain with the Society, except for items expressly gifted to or provided by the City. The Society and Planning Department will be responsible to establish and maintain an inventory identifying ownership of schoolhouse contents.

11. Costs and Projects for Leased Premises Development. The Society, in cooperation with City staff, shall prepare and file with the Historic Preservation Commission a site plan for informal approval pursuant to existing ordinances. Such site plan shall show the estimated costs for all planned capital improvements and an estimated timetable of their completion. The City shall waive all permit and inspection costs in connection with such projects.

12. Building Occupancy Sequence. The City and the Society shall mutually agree to a sequence of projects indicating the development projects that must be completed before a designated type of occupancy can be permitted. Types of occupancy would include, volunteer in-kind labor, board meetings, Society public meetings, public tours, school classes and special events.

13. Capital Funding. Providing funding for the completion of development projects in accordance with the agreed upon list of projects in the sequence outlined in Article 12 of this document to permit occupancy of some type at the earliest possible date shall be the responsibility of the

Society. As a 501-C-3 non-profit corporation the Society will continue to initiate fund raising projects for the purpose of completing development projects.

The City as the governmental agency may initiate grant funding from time to time for use in various ways to support the Leased Premises. The Society will act in support of any grant funding requests.

Society funding contributed for capital projects will be approved by the board of directors of the Society and directed to specific development projects.

14. In Kind Efforts. The Society shall provide volunteer in-kind hours for the routine maintenance of the interior of the Leased Premises. This effort to include cleaning of floors, windows, exhibit cases, artifacts, tables, chairs, photographs, walls, sills, lights, furnace filter and such other items required under R.C. 5321.05.

Volunteer time may also be available to assist in exterior maintenance such as litter, entryways, flower tending, sweeping walkways and such.

15. Insurance. The City shall provide sufficient replacement coverage for the Schoolhouse building, fixtures and City owned artifacts in the event of partial or complete loss from fire, wind, vandalism or the like. Prior to occupancy, the City will provide proof of reconstruction coverage in an amount no less than the total reconstruction costs to date. The Society shall maintain coverage for the contents of the Leased Premises that could be damaged by fire, wind, vandalism, theft and such. The Society also shall maintain a liability policy in the event of legal action from a visitor or volunteer when open or closed. Prior to occupancy, the Society shall provide proof of content and liability coverage. Notwithstanding the foregoing, the City shall also maintain in full force and effect liability insurance on Boettler Park.

Amounts of coverage for each policy to be reviewed and approved by the Society and the City prior to occupancy.

Insurance Requirements: The Society shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1) Commercial General Liability (“CGL”) with limits of Insurance not less than \$2,000,000.00 each occurrence, \$2,000,000.00 Personal Injury and Advertising Injury, \$4,000,000.00 Products/Completed and \$4,000,000.00 Annual General Aggregate.
 - A) If the CGL coverage contains a General Aggregate Limit.
 - B) CGL coverage shall be written on ISO occurrence form CG 00 01 (1093) or a substitute form providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - C) The City shall be included as insured on the CGL, using ISO additional Insured Endorsement CG 2010 (07/04) and CG 2037 (07/04) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall

apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- D) The Society shall maintain CGL coverage for itself and all additional insureds for the duration of the Lease.
 - E) The City is responsible for purchasing and maintaining CGL coverage for Boettler Park.
- 2) Automobile Liability
 - A) Business Auto Liability with limits of at least \$1,000,000.00 each accident.
 - B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Property Coverage
 - A) The City shall purchase and maintain 100% Replacement Cost Coverage for the Schoolhouse building, fixtures, and The City owned artifacts in the event of a loss caused by Special Perils.
 - B) The Society shall purchase and maintain 100% Replacement Cost Coverage for the Schoolhouse Contents in the event of a loss caused by Special Perils.
 - 4) Workman's Compensation and Employers Liability
 - A) Employers Liability Insurance limits of at least \$1,000,000.00 each accident for bodily injury by accident and \$1,000,000.00 each employee for injury by disease, if and when the Society has a paid employee eligible for such coverage.

Waiver of Subrogation

The Society waives all rights against The City and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

The Society's insurer/insurers shall maintain a rating of A minus or better as set by A.M. Best and Company.

16. Termination by the City without Cause. After the initial ten (10) year term and the subsequent ten (10) year renewal terms of this lease the City may terminate this lease, for any reason, upon giving twelve (12) months advanced written notice to the Society.

Upon such notice to the Society by the City, the Society shall remove all contents owned by it including exhibits, cases, tables, chairs, artifacts, records and such by the ending date. The Society shall leave the buildings in a broom clean condition, and shall be responsible for any damages to the facility, reasonable wear and tear expected.

Upon completion of the move out, the City shall reimburse the Society for the material cost of all capital funding provided by the Society, except such capital funding as was provided by gifts made to the Society for capital improvements to the Schoolhouse, and the material cost of repairs

authorized by the City and funded by the Society from sources other than gifts made to the Society for such repairs.

17. Termination by the City for cause. If the Society is at any time unable to continue to perform its obligations under this lease (except for the reasons described in item 18), the City may terminate this lease for such cause upon giving twelve (12) months advance written notice to the Society, without reimbursement to the Society for the cost of capital improvements or repairs made.

Upon such notice to the Society by the City, the Society shall remove all contents owned by it including exhibits, cases, tables, chairs, artifacts, records and such by the ending date. The Society shall leave the buildings in a sweep clean condition and shall be responsible for any damages to the facility, reasonable wear and tear expected.

18. Voluntary Termination by Society. After the initial ten (10) term and each ten (10) year renewal term of this lease, the Society may terminate this lease, for any reason, upon giving twelve (12) months advance written notice to the City.

Upon such notice to the City by the Society the Society shall remove all its contents including exhibits, cases, tables, chairs, artifacts, records and such by the ending date (except as negotiated with the City). The Society shall leave the buildings in a broom clean condition, and shall be responsible for any damages to the facility reasonable wear and tear excepted.

19. Involuntary Termination by Society. In the event that certain conditions arise that preclude the use of the Leased Premises as a local history center, the Society, after written notice would be permitted to terminate the lease prior to the ten (10) year term and with twelve (12) months notification.

Upon such notice the Society shall remove all its contents, as described, as soon as possible and leave the Leased Premises in a broom clean condition, and shall be responsible for any damages to the facility reasonable wear and tear expected.

Examples of in-voluntary termination could include but are not limited to severe fire, wind or vandalism damage to the Leased Premises.

20. Signs. The location, size, appearance and wording of all signs on the Schoolhouse shall be approved by the City and conform to City Ordinances. A partial schedule of activities at the center may be a part of the signs content. The Society shall keep the sign presentable and current.

21. Assignment or Sublease. Neither the Society nor the City shall assign or sublease any part of the Schoolhouse to others without the express permission of both the Society and the City.

No persons shall be allowed to reside on the premises.

22. Alterations. Neither the City nor the Society shall make no alterations or additions to the Leased Premises without the written consent of the both Parties. Upon written application by either Party to make any alterations or additions to the Leased Premises, adjacent buildings or grounds, the City and the Society shall negotiate a written agreement describing the proposed alterations or

additions, the estimated cost thereof, the source or sources of funding therefore, and whether or not the City shall be obligated to reimburse the Society for the cost of such alterations or additions, or any part thereof, upon termination of this lease as set forth in paragraphs 16, 17, 18 and 19 hereof, and the terms of such written agreement, duly approved by resolution of City Council shall supersede the general guidelines for such reimbursement set for in said termination paragraphs.

23. Right to Enter Leased Premises. City employees shall have the right to enter the buildings as needed for purposes such as inspection and maintenance, in accordance with Section 7 above.

The Society shall limit the number of members who shall be authorized to open the buildings for purposes such as maintenance, set up for functions, opening for tours, etc. The Society is responsible to provide and maintain a current list of keyholders for the Lichtenwalter Schoolhouse. Society keyholders shall be limited to two (2). It is understood under the terms of this lease that keys may not be used without proper authorization nor may keys be duplicated without express permission by the City.

Each authorized representative of the City or the Society shall be responsible for closing the building comprising the Leased Premises and checking the heat, lights and security following the entry of that authorized representative.

24. Positive Promotion. Every effort: should be made by both the Society and the City to promote center activities and benefits to the community. A show of common purpose during meetings, in correspondence, newsletters, articles for the paper, t.v., posters, etc. will ensure the support the center must have for success.

25. Future Planning. Future historic preservation planning goals developed by the Society and City shall remain sensitive to needs for future enhancement of Lichtenwalter Schoolhouse.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth on page 2 of the Lease.

ACCEPTED:

Landlord/Owner Signature for the City of Green
Mayor Gerard M. Neugebauer

Date: _____

Accepted as to Form:

Lisa Carey Dean, Law Director for the City of Green

Date: _____

ACCEPTED:

Tenant Signature for the Green Historical Society

Date: _____

Printed Name of Representative for the Green Historical Society

Witnesses to Signature by the Representative for the Green Historical Society:

Signature:

Printed name of witness

Date: _____

Signature:

Printed name of witness

Date: _____