

RESOLUTION NO.:

2017-R53

SPONSOR:

MAYOR NEUGEBAUER

INTRODUCED:

SEPTEMBER 12, 2017

ASSIGNED TO: _____

INTERGOV. & UTIL.

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A LEASE AGREEMENT WITH SUMMIT COUNTY, OHIO, FOR AND ON BEHALF OF THE SUMMIT COUNTY SHERIFF'S OFFICE TO PROVIDE STABLES FOR THE HORSES OF THE SUMMIT COUNTY SHERIFF'S MOUNTED PATROL UNIT, FOR A FIVE YEAR TERM COMMENCING JUNE 1, 2017, AND DECLARING AN EMERGENCY.

WHEREAS, since 2006 the City has provided the County the ability to lease the barn located at Southgate Farm for the purpose of providing stables for the horses of the Summit County Sheriff's Mounted Patrol Unit; and

WHEREAS, the City of Green requires Summit County for and on behalf of the Summit County Sheriff's Office to enter into a new five year (5) Lease Agreement commencing as of June 1, 2017 through May 31, 2022, with the option to renew for one (1) additional five (5) year term, for consideration in the amount of One Dollar (\$1.00); and

WHEREAS, City Council has determined by reviewing all pertinent information that authorizes the City of Green to enter into the aforementioned Lease Agreement that it is necessary and in the best interest of the City of Green.

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

SECTION ONE:

City Council is hereby authorized to enter into a Lease Agreement with Summit County, Ohio for and on behalf of the Summit County Sheriff's Office for the purpose of providing stables for the horses of the Summit County Sheriff's Mounted Patrol Unit, for consideration in the amount of One Dollar (\$1.00), for a term of five (5) years. A copy of the Lease Agreement is attached hereto and incorporated herein as Exhibit "A".

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:

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 and so that the lease may be effective immediately. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect

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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: Sept. 12, 2017
Molly Kapeluck
Molly Kapeluck, Clerk

Chris Humphrey
Chris Humphrey, Council President

APPROVED: Sept. 12, 2017
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

COPIED	FIN	LAW	PLAN	ENG
DAY	FIRE	PARK	ZONE	HR

ENACTED EFFECTIVE: Sept. 12, 2017

ON ROLL CALL: Ahlstrom -Aye Dyer -Aye Humphrey -Aye Knodel -Aye
Speight -Aye Summerville -Aye Young -Aye
Adopted 7-0

Suburbanite publication on Sept. 15 and Sept. 22, 2017
Molly Kapeluck
Molly Kapeluck, Clerk

09/07/2017 Approved as to form and content by Diane A. Calta, Law Director

Diane A. Calta 9.7.17

LEASE

This Lease Agreement is made and entered into at Green, Ohio, this ____ day of June, 2017, by and between the **CITY OF GREEN, OHIO** ("Lessor") and the **COUNTY OF SUMMIT, OHIO FOR AND ON BEHALF OF THE SUMMIT COUNTY SHERIFF'S MOUNTED PATROL UNIT** ("Lessee").

- I. **Premises.** Lessor agrees to lease to the Lessee the premises situated in the City of Green, County of Summit, and State of Ohio, and known as the barn, paddock and pasture located at Lessor's Southgate Farm ("Premises").

Lessee shall have the right of ingress and egress to and from the Premises over and across the real estate of Lessor adjacent to and within the barn incident to the use, lease and occupancy of the Premises. Ingress and egress is located at the secure entrance off of 6521 Mount Pleasant Road. See Exhibit "A" attached hereto and incorporated herein.

The Premises shall be used and occupied for the purpose of providing stables for the horses of the Summit County Sheriff's Mounted Patrol Unit. Lessee shall notify the Lessor of the names of the deputies and the names and number of the horses that are boarded at the barn on an annual basis.

- II. **Term.** The term of the Lease shall be for five (5) years commencing on the 1st day of June, 2017 and ending on the 31st day of May, 2022. Lessee shall also have the right to extend this Lease for an additional term of five (5) years upon giving notice to Lessor of its intent at least ninety (90) days prior to the expiration of the original Lease term.
- III. **Rent.** The Lessee covenants and agrees to pay to the Lessor as rent for the Premises during the term of the Lease the sum of one (\$1.00) dollar upon execution of this Lease.
- IV. **Condition of Premises.** Lessee has examined and knows the conditions of the Premises and has received the Premises in good order and repair, and that no representations as to the condition or repair of the Premises have been made by Lessor. The Lessee will keep the Premises in good repair, specifically, the interior of the barn, paddocks and pasture at Lessee's own expense.
- V. **Lessee's Use of Premises.** The Lessee will use and occupy Premises and appurtenances in a careful, safe and proper manner. Lessee will maintain the horse stalls in a manner that provides a healthy environment for the horses. The Lessee is also responsible for the removal of manure from the Premises and the upkeep and maintenance of the pasture and paddock area. Lessee will not allow the Premises to be used for any purpose or in any way that will increase the rate of insurance; Lessee will not assign this Lease without the written consent of Lessor; Lessee will not permit the Premises to be used for

any unlawful purpose or in any way that will injure the reputation of the property or of the building of which are part of the Premises; and will not permit any alteration of or upon any part of the Premises, nor allow any sign or placard, except by written consent of Lessor. At present the parties agree that a sign may be placed on the barn identifying the "Summit County Mounted Unit". All alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in written consent, which consent will not be reasonably withheld. The City reserves its right to use the Premises including the barn as it deems necessary and appropriate for the storage of equipment and/or supplies and community activities and functions.

- VI. **Surrender of Premises by Lessee.** The Lessee will surrender possession of the Premises upon the expiration of this Lease or its termination, in as good condition and repair as the same shall be at the commencement of the term (loss by fire and ordinary wear and tear are the only exceptions) and deliver any keys to Lessor or Lessor's agent.
- VII. **Access by Lessor.** Lessor shall have free access to the Premises at all reasonable times for the purpose of examining the Premises to make any alterations or repairs to the building that Lessor may deem necessary for its safety or preservation.
- VIII. **Lessor's Liability.** The Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair and shall not be liable for any damage arising from acts or negligence of co-tenants or other occupants of the same building, or any owners or occupants of adjoining or contiguous property.
- IX. **Default by Lessee.** If Lessee fails to make any payment or fulfill any of the covenants or agreements in this Lease, and if such default is not cured within thirty (30) days after written notice, or if any waste be committed or unnecessary damage done upon or to the Premises, the Lessor may, at Lessor's election at any time while such default continues or before the replacement or repair of such waste or damage, without notice declare the Term ended and enter into possession of the Premises and sue for and recover for all damage accrued or accruing under this Lease or arising out of any violation; or Lessor may sue and recover without declaring this Lease void or entering into possession of the Premises.
- X. **Notice.** Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with delivery receipt requested; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth below.

Notwithstanding the foregoing, notices send by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. If delivery cannot be made at any address designated for Notice, a Notice shall be deemed given on the date on which delivery at such address is attempted. Any and all Notices required pursuant to the terms of this Lease, shall be sent to the following:

City of Green, Ohio
c/o Mayor Gerard M. Neugebauer
P.O. Box 278
1755 Town Park Boulevard
Green, Ohio 44232-0278

County of Summit, Ohio
c/o Deb Matz, Director, Department of
Law, Insurance and Risk Management
Ohio Building, 8th Floor
175 South Main St.
Akron, Ohio 44308

- XI. **Destruction of Premises.** It is mutually agreed between the parties that if the Premises shall, without fault or neglect on Lessee's part, be destroyed or so injured by the elements or other cause as to be unfit for occupancy and such destruction or injury could reasonably be repaired within thirty (30) days from the happening of such destruction or injury, then the Lessee shall not be entitled to surrender possession of the mutual consent of the parties; but in case of any such destruction or injury the Lessor shall repair the same with all reasonable speed and shall complete such repairs within thirty (30) days from the happening of such destruction or injury.
- XII. **Peaceful Enjoyment of Premises.** The Lessor covenants and agrees that if the Lessee shall perform all the covenants and agreements contained in this Lease to be performed on Lessee's part, the Lessee shall at all times during the term of the Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner of or hindrance from Lessor or any person or persons lawfully claiming the Premises.
- XIII. **Lessor's Obligation.** Lessor will provide:
- A. Utilities based on normal use;
 - B. Common parking for Summit County Sheriff s Department Mounted Patrol Unit personnel and visitor parking; and
 - C. Maintenance of the exterior of the Premises, including the roof, parking lot, and any structural repairs as necessary during the term of this Lease.
- XIV. **Lessee's Obligation.** Lessee will:
- A. Maintain and repair the barn, paddocks and pasture and the exterior area surrounding the barn, paddocks and pasture, including the proper disposal of manure;
 - B. Replace ballasts and lights as needed with all work being performed by a certified electrician;

- C. Have custody and possession of the barn;
- D. Pay all utilities incurred to provide heat and/or light to and in the barn if the same are separately metered; and
- E. Obtain and maintain a comprehensive general liability policy in an amount to be mutually agreed upon by Lessor and Lessee.

XV. Miscellaneous.

A. Controlling Law. This Lease and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Lessee consents to the jurisdiction in a court in Summit County, Ohio.

B. Waiver. A waiver by any party of any breach or default by the other party under this Lease shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. Successors and Assigns. Neither this Lease nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by the Lessee.

D. Conflict. In the event of any conflict between the terms and provisions of the body of this Lease and any exhibit hereto, the terms and provisions of the body of this Lease shall control.

E. Entire Agreement. This Lease contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Lease supersedes any and all previous agreements, whether written or oral, between the parties.

F. Time is of the Essence. Time is of the essence of this Lease.

G. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

H. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Lease electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

I. Execution. This Lease is not binding upon the City or the County unless executed in full, and is effective as of the date indicated in Section II. above.

IN WITNESS WHEREOF, the parties hereby sign this Lease Agreement as of the date set forth below:

"LESSOR"
CITY OF GREEN, OHIO

By: _____
Gerard M. Neugebauer,
Mayor

_____ Date

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Gerard M. Neugebauer, who acknowledged that he did sign the foregoing instrument on behalf of the City of Green, Ohio official capacity as its Mayor and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Green, Ohio, Ohio, this ____ day of _____, 2017.

Notary Public

APPROVED AS TO FORM:

By: _____
Diane A. Calta
Law Director

"LESSEE"
COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro,
Executive

Date

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Ilene Shapiro, who acknowledged that she did sign the foregoing instrument on behalf of the County of Summit, Ohio, in her official capacity as its Executive and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this _____ day of _____, 2016.

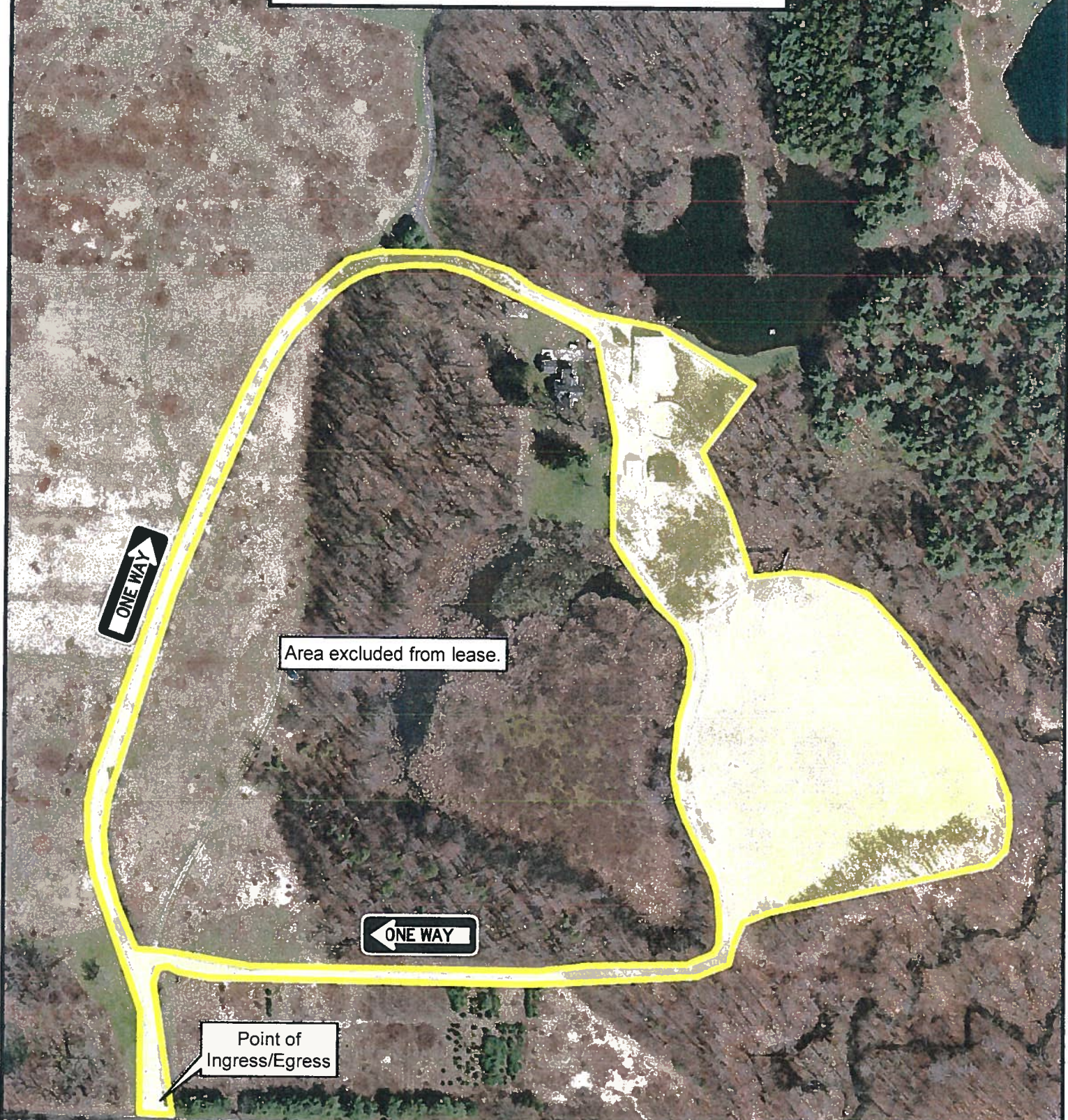
Notary Public

APPROVED AS TO FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance
and Risk Management

Exhibit A

Lease Area for the Summit County Mounted Patrol *Southgate Park*



 Lease Area

Note: Aerials flown 3/2015



Prepared by:
The City of Green Planning Department May 2017 CL
Base data provided by Summit County GIS Department

