

ORDINANCE NO. 7-87

By: Mr. Masser

To authorize the Mayor and Auditor to enter into a lease for the Bexley Teen Center, to amend Section 282.05 of the Codified Ordinances of the City of Bexley and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY,
OHIO:

Section 1. That the Mayor and Auditor be, and they hereby are, authorized and directed to enter into a lease of the premises located at 2270 East Main Street, Bexley, Ohio for use by the Recreation Board as the Bexley Teen Center for a term of one year at an annual rental of \$13,200 on such other terms and conditions as shall be approved by the City Solicitor, subject to the following conditions:

(a) The Bexley Teen Center shall be a program of the Recreation Board and shall at all times be subject to the supervision and control of employees of the Recreation Department.

(b) The City shall receive and accept, pursuant to Section 282.06 of the Codified Ordinances of the City of Bexley, a gift of not less than \$20,000 from Community Awareness of Substance Abuse, said gift to be used exclusively by the City to support the Bexley Teen Center during its first year of operation.

(c) The leased premises shall comply with all applicable requirements of the Bexley Planning and Zoning Code.

Section 2. That Section 282.05 of the Codified Ordinances of the City of Bexley is hereby amended to read as follows:

The Recreation Board shall also have jurisdiction and control of the grounds located at the Jeffrey Mansion, the grounds known as Commonwealth Park AND ANY PROPERTY LEASED BY THE CITY FOR USE BY THE BOARD, and the Board shall have the power to employ a Recreation Director, who is properly trained for such work, and such play leaders, supervisors, superintendents or other employees as it may deem proper.

Section 3. That existing Section 282.05 of the Codified Ordinances of the City of Bexley is hereby repealed.

Section 4. That this Ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety in order to provide programs for teenagers residing in the City at the earliest possible date, and this Ordinance shall go into force and effect upon its passage and approval by the Mayor.

Passed: February 10, 1987

Attest: [Signature]
Clerk of Council

[Signature]
President of Council

Approved: February 10, 1987

[Signature]
David H. Madison, Mayor

Feb. 10, 1987 - 1st reading
Susp & Adopt.

LEASE

Lessor - GAY STREET REALTY CO.

Lessee - CITY OF BEXLEY, DIVISION OF PARKS & RECREATION

Premises - 2270 E. Main St. Bexley, Ohio

Rental - \$13,200.00 Annual, \$1,100.00 Monthly

This Indenture, Made this 5th day of February 1987, by and between Gay Street Realty Co.

of Columbus, Ohio party of the first part, hereinafter called the "Lessor and City of Bexley, Div. of Parks & Recreation of Columbus, Ohio party of the second party, hereinafter called the "Lessee".

Witnesseth, That in consideration of the rent, agreements and covenants herein contained, said lessor has let and leased, and does hereby let and lease unto said lessee and said lessee has agreed to hire and take, and thereby does hire and take as lessee the premises known and described as: 2270 E. Main St., Columbus, Ohio to be used as Teen Center

and for no other purposes without the lessor's written consent, for the term beginning March 1, 1987 and ending February 28, 1988 at 12 o'clock noon, at the yearly rental of Thirteen Thousand Two Hundred & no/100 (13,200.00)

Dollars payable in equal monthly installments of One Thousand One Hundred & no/100 (1,100.00)

Dollars each in advance on the first day of each month during said term without demand or set off.

All of said rentals shall be paid in lawful money of the United States, at the offices of PHILIP G. MORRIS, REAL ESTATE MANAGEMENT or at such other place as said lessor shall from time to time by written notice left at said premises appoint.

In consideration whereof the said lessee covenants and agrees:

- (1) That said lessee will pay to said lessor rent in the amount and manner at the time and place above specified.
- (2) That the said lessee will not use or occupy, or permit the said premises to be used or occupied for any other purpose than that above specified without the written consent of said lessor.
- (3) That no representations except such as are endorsed hereon have been made to the lessee respecting the condition of said premises, the taking possession of said premises by the lessee being conclusive evidence as against the lessee that said premises were in good and satisfactory condition when possession of the same was so taken, and that the lessee will, at the termination of this lease, by lapse of time or otherwise, return said premises to the lessor peacefully and quietly and in as good condition as when received, a loss by fire and ordinary wear excepted.
- (4) That said lessee shall not sub-let nor assign, mortgage, pledge or otherwise part with said premises or this lease or the term of this lease, or any portion of, or interest in said premises, lease or term, nor license any person to use said premises, or any portion thereof without the written consent of said lessor first had and obtained, and if said premises, lease or term shall be so sub-let, assigned, mortgaged, pledged or otherwise parted with, or the use of said premises so licensed, without such written consent, or if said premises or any part thereof shall be used or permitted to be used by said lessee for any purpose other than that above specified without the written consent of the lessor, said lessor may re-enter said premises, either with or without legal process or otherwise without being liable to prosecution or any claim therefor, and re-let the said premises, this lease by such unauthorized act becoming void at the election of the said lessor. But the lessor shall nevertheless be entitled to restrain by injunction, such use for other purposes than hereby permitted. If the lessee shall at any time during the term hereby demised become insolvent, or if proceedings in bankruptcy shall be instituted by or against said lessee, or if a trustee or receiver shall be appointed for the lessee's property, or if the lessee shall make an assignment for the benefit of creditors, or if this lease shall, by operation of law, devolve upon or pass to any person or persons other than said lessee, then in each of said cases it shall and may be lawful for the lessor, at lessor's election, to forfeit said lease, re-enter said premises and take possession thereof as of its former estate without the service of any notice or demand whatsoever.
- (5) That the said lessee will give to the said lessor, or its agents prompt written notices of any accident to or defects in the water pipes, gas pipes, electric light wires, electric light fixtures, air conditioning or heating apparatus, and that the lessor at all times shall have the right, and be authorized to give license to enter upon said premises for the purpose of repairing said accident or defects in said water pipes, gas pipes, electric light and fixtures, air conditioning or heating apparatus; that the lessor shall at all reasonable times have the right, and be authorized to give license to enter and occupy the demised premises for the purposes of making such repairs or alterations therein as shall be necessary or proper for the safety, protection, preservation or improvement of said premises, or any part thereof, or the building containing the same, or any part thereof; that the lessee will make no alterations in or additions to said premises without first obtaining the lessor's written consent; that the alterations, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture of the lessee), made in or upon said premises either by the lessor or the lessee shall become the lessor's property and shall remain upon said premises at the termination of this lease by lapse of time, or otherwise, in the event that alterations and improvements are made in same premises by lessee, lessee agrees to keep same premises free and clear from all liens arising by reason of such alterations or improvements.
- (6) That the lessee will not use or permit upon said premises anything that will increase the rate of insurance thereon, over the rate for its purposes exclusively, or anything that may be dangerous to life or limb, and will do nothing and suffer nothing to be done upon said premises in any way tending to create a nuisance or to disturb, annoy or interfere with the right of any other tenant in said building or occupants of the neighboring property, or to injure the reputation of said building or tend to do any of these things, and will comply with all legal, health and police regulations respecting said premises and will not use said premises for lodging, cooking or sleeping purposes, or for any immoral or illegal purposes.
- (7) In case the lessee shall vacate said premises during the term of this lease, or the same shall remain unoccupied for fifteen days consecutively, the lessor may at its option without terminating this lease, enter said premises and remove all articles found therein at the expense of said lessee, and re-let the same for the account of the lessee for such rent and upon such terms as the lessor shall approve; and if a sufficient sum shall not thus be realized and monthly (after paying the expenses of such re-letting and of collecting the rent accruing from such re-letting) to satisfy the monthly rent, above provided to be paid by the lessee, then the lessee will satisfy and pay such deficiency upon demand monthly.
- (8) That the lessee will not allow any waste of water, or misuse or neglect of water, or of electric light fixtures, or heating or cooling apparatus on the demised premises, and will pay for all damages to the demised premises, as well as all damages to other tenants caused by such waste or misuse, during said term.

- (10) Lessor reserves the right to enter the premises at reasonable times to inspect the condition of the premises.
- (11) That no signs or awnings shall be placed or erected upon, and no pipes or wires laid or strung in said building except pursuant to written consent of said lessor and under its direction, and by its employees; that all signs, awnings, pipes, and wires erected, placed or laid at the request, express or implied, of said lessee shall be paid for and maintained by said lessee in style and manner satisfactory to the lessor, and if not satisfactorily maintained may be removed by said lessor, the lessee to be responsible for damage caused thereby; that no pipes or wires for electricity for any purpose, or for gas, water or other purposes shall be connected with said premises except pursuant to written consent to said lessor, and under its direction and through the cables and mains in said building.
- (12) That said lessee shall not display "To let" signs upon said premises.
- (13) That the said lessor shall not be liable for loss of property by theft or otherwise from any room, safe, vault or other part of the building, nor for any loss of or damage to person or property or any other damage sustained by the said lessee or other persons, by reason of any defect or want of repair in or use or condition of said building, its roofs, sidewalks, cellars, courts, sewers, shutters, elevators, boilers, heaters, pipes, wires, machinery, apparatus, equipment or other part, or by reason of any act or neglect of any contractor, employee, agent, janitor, servant or licensee of said lessor, or of any act or neglect of any tenant or occupant of said building, or other person, or by reason of any work, accident or casualty in, to on or about said premises or building, or by reason of any wind, snow, ice, icicles, fire, water, hot water, steam, sewer gas, illuminating gas, compressed air, or electricity or by reason of any interruption or delay in janitor, elevator, steam, heat, water, gas, electrical or other work or service mentioned herein or furnished by said lessor, whether occasioned by repairs, improvements or other needful purpose, or by strike or accident, in case said lessor use ordinary diligence to resume such service and that no such loss or damage nor anything hereinbefore referred to as possible cause thereof, shall abate or reduce the rent of said premises or operate to evict said lessee.
- (14) That the lessee upon the termination of this lease shall deliver all keys to locks upon said demised premises to PHILIP G. MORRIS, REAL ESTATE MANAGEMENT at its office.
- (15) That, if, during the term of this indenture, the building or the demised premises shall be destroyed by fire or the elements, or partially destroyed so as to render the demised premises wholly unfit for occupancy, and if they shall be so badly damaged that they cannot be repaired, with reasonable diligence within ninety (90) days from the happening of such damage or destruction, and if a lessee shall immediately surrender the demised premises and all interests therein, to the lessor, and the lessee shall pay rent within this term only to the time of such surrender; and in case of destruction or partial destruction, as above mentioned, the lessor may re-enter and re-possess the demised premises discharged of this indenture, and may remove all parties therefrom; and if the demised premises shall be repairable, as aforesaid, within ninety days from the occurring of the damage, then the rent shall not run or accrue after the damage, or while the process of repairs shall be completed. But if the demised premises shall be so damaged by fire or the elements, as not to be rendered unfit for occupancy, then the lessor agrees that the same shall be repaired with reasonable promptitude, and in that case the rent accrued or accruing shall not cease or terminate. As security for the rent herein agreed to be paid, a lien is hereby reserved by the lessor upon all fixtures and equipment belonging to the lessee herein, which are contained in said leased premises, and said fixtures and equipment shall not be removed from the premises by the lessee or any other person, without the consent of the lessor.
- (16) That if said lessee shall fail to pay the rent at the times, place and in the manner above provided or shall fail to pay, when due, any bill for janitor service or repairs, as herein provided for, furnished to said premises, and the same shall remain unpaid for ten days after the day when the same should be paid, as provided herein, or if said lessee shall otherwise make default in any of the covenants and agreements herein contained, the lessor or its agents or representatives by reason thereof shall and are hereby expressly authorized to declare the term hereof ended, and re-enter and re-possess the demised premises, either with or without process of law, and expel the lessee, his agents and employees, and those claiming under lessee and remove him or his effects forcibly, if necessary, from said demised premises.
- (17) That in the event said lessor shall desire to improve said building during said term it may do so, and it shall not be liable for any inconvenience, loss or damage resulting to the lessee on account of the making of such improvements - said lessee hereby waiving any and all claims for damages on account of such improvements, or the making thereof, and to any abatement or reduction in rent.
- (18) Lessor or his agent reserves the right to enter said premises during the last ninety days of the lease period for the purpose of showing the space to prospective tenants.
- (19) That the lessee, its agents or servants, will at all times observe, perform and abide by all the rules and regulations printed upon the attached sheet, all of which are hereby made a part of this lease.
- (20) That the rights of said lessor pursuant hereto shall be in addition to such as it might otherwise have pursuant to law and cumulative; that said lessor shall not waive any breach or default nor accept any surrender of said premises, nor prejudice any right under this lease, or any action in reference to the same, or said premises, or the possession thereof, nor terminate, continue, or extend this lease by advertising said premises as "vacant" or "to let", or caring for the same, or submitting the same to the inspection of any person, or by receiving from said lessee any money or keys whatsoever, or otherwise, except expressly in writing.
- And the lessor covenants and agrees that the lessee complying with all the terms, covenants, conditions, rules and regulations contained herein and hereon, shall and may at all times during the full term of the indenture peaceably and quietly have, hold and enjoy the demised premises without any manner of let or hindrance from the lessor, or any person or persons whomsoever lawfully claiming the same.
- (21) If the said premises or any portion thereof shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or sold under threat of appropriation or taking at any time before the end of the term of this lease or any extended term thereof, then in that event, upon the condemnation, appropriation or taking of the same this lease shall become null and void and the term shall cease and come to an end. All damages awarded for such taking shall belong to and be the property of Lessor except that Lessee shall have the right to claim for and receive, if allowed by the condemning authority, the full amount allocable to loss or damage of its trade fixtures and other tangibles owned by it.
- (22) The waiver on any occasion by lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance or rent hereunder by lessor shall not be deemed to be a waiver or any preceding breach by lessee or any term, covenant or condition of this lease, regardless of lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- (23) Lessor may at any time request that Lessee execute an estoppel certificate, relating to this Lease or the status of the parties' performance of their respective obligations hereunder. Lessee shall execute such a certificate within 10 days of Lessor's request, noting thereon any exceptions or corrections to the facts as stated therein, or shall be deemed bound by the contents thereof.
- (24) Lessor shall maintain heating, plumbing (water & sewer supplied) building exterior. Pay building taxes and insurance. Move and store present equipment in basement.
- (25) Lessee shall maintain exterior cleaning (snow and rubbish removal), interior cleaning, (cleaning windows & doors, janitorial). Pay utilities electric and telephone. Make lamp replacements.

IT IS HEREBY FURTHER EXPRESSLY STIPULATED AND AGREED, that the words "lessor" and "lessee", wherever herein occurring and used, include and bind or benefit the successors, heirs, assigns, executors, administrators and representatives of the said lessor and lessee, respectively, as if each time fully expressed.

In Witness Whereof, The parties hereto have hereunto signed their names.

Signed and Acknowledged in Presence of:

----- As to Lessor.	----- By	----- Gay Street Realty Co. Lessor.
----- As to Lessor.	----- By	----- Lessor.
----- As to Lessee.	----- By	----- City of Bexley Lessee.
----- As to Lessee.	----- By	----- By Donald H. Mahison (Mayor) Lessee.
----- As to Lessee.	----- By	----- By John W. Meyer (Auditor) Lessee.