

ORDINANCE NO. 48-06

By: Matthew Lampke

An Ordinance to authorize a lease, terminable on 60 days notice, of a portion of the premises owned by the City at 2080 Clifton Road to The Bexley Historical Society for public use as a community museum and related offices effective July 1, 2006 and to declare an emergency.

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

Section 1. That the City lease the a portion of the premises owned by the City at 2080 Clifton Road to The Bexley Historical Society for public use as a community museum and related offices substantially on the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit A and that the Mayor and Auditor are hereby authorized to execute the Lease Agreement on behalf of the City.

Section 2. That this Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety or welfare, said emergency being the need to open the proposed museum to the public on or about July 1, 2006, and shall be in effect upon passage and approval of the Mayor.

Passed: July 11, 2006

Helen MacMurray
President of Council

Attest: [Signature]
Clerk of Council

6/13/06 First Reading
6/27/06 Second Reading
7/11/06 Third Reading Passed

Approved: 7/11, 2006

[Signature]
David H. Madison, Mayor

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is between City of Bexley, Ohio, a municipal corporation ("Landlord"), and The Bexley Historical Society, an Ohio nonprofit corporation ("Tenant").

1. Fundamental Lease Provisions. The following is a summary of the fundamental lease provisions which are set forth in this Section 1 for reference.

1.1. Effective Date of Lease: July 1, 2006

1.2. Location of Premises:

2080 Clifton Avenue
Bexley, Ohio 43209

1.3. Landlord: City of Bexley, Ohio

1.4. Address of Landlord:

2242 East Main Street
Bexley, Ohio 43209

1.5. Tenant: The Bexley Historical Society

1.6. Address of Tenant:

2080 Clifton Avenue
Bexley, Ohio 43209

1.7. Premises: The first floor of the improvements located at 2080 Clifton Avenue, Bexley, Ohio. The Premises does not include the basement or second floor of such improvements or the garage and Tenant shall have not access to or right to use such areas. Tenant and its invitees shall be permitted to park only in the swimming pool parking lot.

1.8. Term Commencement: July 1, 2006

1.9. Initial Term Expiration: June 30, 2007

1.10. Rent for Term: \$1.00 annually

1.11. Permitted Use: Operation of a community museum which shall be open to the public with related office space.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.7 hereof (the "Premises").

2.2. Term.

(a) The initial term of this Lease (the "Initial Term") commences on the date set forth in Section 1.8 hereof (the "Commencement Date") and shall end on the date set forth in Section 1.9 hereof unless sooner terminated hereunder. Either Landlord or Tenant may terminate this Lease for any reason or no reason by providing the other party sixty (60) days written notice, in which case this Lease shall terminate on the date which is the sixtieth (60th) day after the date such notice is delivered.

(b) This Lease shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless terminated by either party as provided in subsection (a) above.

(c) The Initial Term and Renewal Term are collectively the "Term."

3. Rent. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises rent annually in the amount of One Dollar (\$1.00).

4. Use.

4.1. Permitted Use. The Premises shall be used solely for the permitted use specified in Section 1.11 hereof and for no other purpose without the prior written consent of Landlord.

4.2. Compliance With Laws. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities applicable to Tenant's use of the Premises. Landlord shall comply with all other laws applicable to the Premises.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Landlord shall maintain in good condition and repair all windows, doors, plumbing, HVAC, electrical, plumbing and other utility systems, roof, structure and all other portions of the property located at 2080 Clifton Avenue, Bexley, Ohio, including the Premises, except as may be the responsibility of Tenant pursuant to Section 5.2.

5.2. Obligations of Tenant. Tenant shall have no maintenance obligations with respect to the Premises, or any buildings located on the Premises or components or systems thereof; provided that (i) Tenant shall repair any damage to the Premises or improvements thereto causes by the acts of Tenant; and (ii) Tenant shall provide routine, day-to-day cleaning of and maintenance to the Premises during the period of Tenant's occupancy thereof. Tenant shall notify Landlord promptly of any maintenance needed in the Premises.

6. Access to Premises. Upon reasonable advance oral or written notice to Tenant, Landlord and its agents, employees and contractors shall have the right to enter upon the Premises at all reasonable times for the purposes of accessing areas of the Premises which are not inspecting the Premises and making repairs, alterations or additions to the Premises, and Landlord shall use its best efforts to minimize interference with Tenant's operations.

7. Utilities. Water, sewer, gas and electricity for the Premises shall be secured and paid for by Landlord from the Commencement Date through December 31, 2006. Commencing as of January 1,

2007, Tenant shall pay for all utilities serving the Premises. Tenant shall secure, at Tenant's sole cost and expense, any required telephone services for the Premises.

8. Personal Property. All Tenant's inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") shall be stored or kept at the risk of Tenant, and Landlord shall not be liable for any loss or damage thereto unless due to the acts or negligence of Landlord or its agents, contractors or employees. Tenant may remove all Personal Property upon the expiration or earlier termination of this Lease; provided, however, Tenant shall promptly repair any damage to the Premises caused by such removal.

9. Alterations and Improvements. Tenant shall make no alterations to the Premises.

10. Assignment and Subletting. Tenant may not assign this Lease or sublet the Premises.

11. Damage and Destruction. If the improvements on the Premises are damaged or destroyed by casualty such that there is a material interference with Tenant's operations as reasonably determined by Landlord, this Lease shall terminate.

12. Insurance. Landlord shall, at Landlord's expense, procure and maintain during the Term (i) public liability insurance against claims for personal injury, death and property damage occurring on or about the Premises resulting from the act of any officer, employee, agent, customer, licensee, invitee of Landlord, with minimum limit of liability of One Million Dollars (\$1,000,000) per occurrence; and (ii) hazard insurance with respect to the improvements located at 2080 Clifton Avenue, Bexley Ohio, including the Premises, in an amount equal to the replacement value thereof.

13. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including reasonable attorneys' fees, for injuries to or death of persons and damage to property resulting from the use or occupancy of the Premises by Tenant except to the extent resulting from the gross negligence or willful misconduct of Landlord.

14. Notices. Any notice, demand, request or statement under this Lease shall be in writing, and either (i) personally delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Sections 1.4 and 1.6 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, or (ii) one business day after deposit with an overnight courier service or three business days after deposit with the United States Post Office.

15. Quiet Enjoyment. Landlord covenants that, so long as Tenant keeps and performs all of its covenants under this Lease, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord.

16. Entire Agreement. This Lease, including the Exhibit(s) hereto, sets forth the entire agreement between the parties with respect to the Premises. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

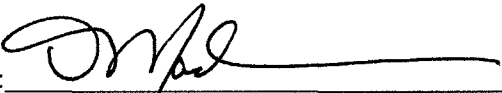
17. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Lease or in any way affect the interpretation of this Lease.

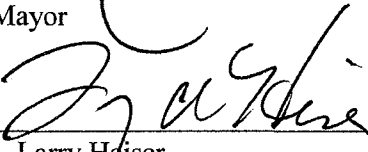
18. Governing Law. This Lease shall be governed by and construed in accordance the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives to be effective as of the date specified in Section 1.1.

LANDLORD:

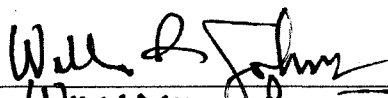
CITY OF BEXLEY, OHIO

By: 
Name: David Madison
Title: Mayor

By: 
Name: Larry Heiser
Title: Auditor

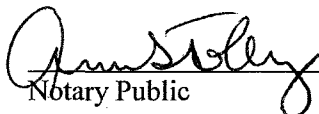
TENANT:

THE BEXLEY HISTORICAL SOCIETY

By: 
Name: William R. Jones
Title: PRESIDENT

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

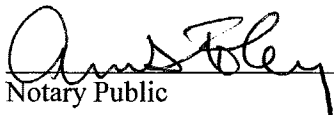
The foregoing instrument was acknowledged before me this 5th day of June, 2006 by David Madison, the Mayor of the City of Bexley, Ohio, a municipal corporation, on behalf of the City.


Notary Public

Anita S. Foley
Notary Public, State of Ohio
My Commission Expires July 23, 2008

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

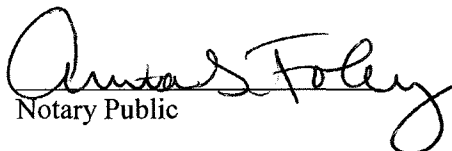
The foregoing instrument was acknowledged before me this 5th day of June, 2006 by Larry Heiser, the Auditor of the City of Bexley, Ohio, a municipal corporation, on behalf of the City.


Notary Public

Anita S. Foley
Notary Public, State of Ohio
My Commission Expires July 23, 2008

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 9th day of ~~June~~ August, 2006 by Wilbur Johns, the President of The Bexley Historical Society, an Ohio nonprofit corporation, on behalf of the corporation.


Notary Public