

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A LEASE WITH BCI AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a lease with the Bureau of Criminal Investigation ("BCI"), a copy of which lease is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is necessary to be effective to meet BCI's timetables.

WHEREFORE, this Resolution received the affirmative vote of two-thirds of the members of Council elected or appointed and shall take effect and be in force immediately upon its passage and execution by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED September 3, 2002

ATTEST:

Carole Gibson
Clerk of Council

May N. Malone
President of Council

Ronald H. Jensen
Mayor

Date: 9/6/2002

File No. 05971-02
AGO

STATE OF OHIO LEASE

This is a lease of real property between the State of Ohio, through its Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228-1395, (hereinafter referred to as "State"), for and on behalf of the Attorney General of Ohio, (hereinafter referred to as "Agency"), and the Village of Richfield having an office at Crossroads of Community and Commerce, 4410 W. Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387, hereinafter referred to as Lessee, pursuant to the provisions of Section 123.01(A)(9), Ohio Revised Code.

WHEREAS, on August 26, 2002, the Attorney General of Ohio requested the drafting of this lease of the real property, hereinafter referred to as the Leased Premises, and

WHEREAS, the Department of Administrative Services has determined that State owns the real property, that it is under the jurisdiction of the Attorney General of Ohio, and that this lease will not materially injure or interfere with the use and maintenance of the adjacent State land, and

WHEREAS, Lessee applied to State for a lease on the hereinafter described real property for the Village of Richfield, Parks and Recreation, which is described as follows:

DESCRIPTION:

Situated in the Village and Township of Richfield, County of Summit, and State of Ohio; and known as being a part of Lot 1 in Tract 3 of said Township and Village, bounded and described as follows:

Beginning at the intersection of the centerline of the original right-of-way of Brecksville Road, C.H. 17, and the Southline of Lot 1, said line also being the North line of Lot 3;

Thence North $00^{\circ} 19' 54''$ East along the centerline of the original right-of-way of Brecksville Road a distance of 896.51 feet the True Place of Beginning;

Thence continuing North $00^{\circ} 19' 54''$ East along the centerline of the original right-of-way of Brecksville Road a distance of 145.00 feet to a point;

Thence North $89^{\circ} 09' 54''$ East a distance of 1273.34 feet to an iron pin found in the North right-of-way line of interstate Route 271 and said line passing thru an iron pin set at 33.00 feet from the centerline of Brecksville Road;

Thence South $500^{\circ} 41' 46''$ West along the North right-of-way line a distance of 233.04 feet to a set iron pin;

Thence South $89^{\circ} 09' 54''$ West a distance of 1093.84 feet to a point in the centerline of the original right-of-way of Brecksville Road and said point being the True Place of Beginning and said line passing thru an iron pin set at 33.00 feet from said centerline and containing with said bounds 1.3082 acres in the Village; 2.6309 acres in the Township, more or less, but subject to all legal highways, as surveyed by Santee Associates in December 1972.

Permanent Parcel Nos. 50-00049 and 48-00031

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, State hereby grants this lease to Lessee under the following terms and conditions:

1. TERM:

This lease shall be for a period of one (1) year, commencing September 1, 2002 and expiring on August 31, 2003, unless otherwise terminated in accordance with the termination provisions herein.

RENEWAL TERMS

Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to Four (4) successive and continuous terms of one (1) year each (the "Renewal Terms") upon the same terms and conditions as are set forth herein except that the Base Rent during said Renewal Terms shall be as follows:

Renewal Term	Annual Rent
7/1/03 to 6/30/04	\$1.00
7/1/04 to 6/30/05	\$1.00
7/1/05 to 6/30/06	\$1.00
7/1/06 to 6/30/07	\$1.00

If Lessee has complied with all the terms and conditions of this lease, Lessee shall be entitled to Four (4) successive renewals, each renewal for a term of five (5) years upon the same terms and conditions set forth herein. Renewal may be exercised by Lessee mailing written notice to the Director of Administrative Services at least one hundred and twenty (120) days prior to the expiration of the original term or respective renewal.

2. CONSIDERATION:

Lessee shall pay as rent for the Leased Premises the sum of One Dollar (\$1.00), the first payment being due October 1, 2002. Payment shall be made to the Attorney General of Ohio.

3. USE:

Lessee shall use and occupy the Leased Premises for The Village of Richfield, Parks and Recreation use. Lessee agrees not to permit the Leased Premises to be used for any purpose inconsistent with any local, state, or federal laws or regulations, and shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this lease under the default provision herein.

Lessee may construct and maintain, upon written consent by State, any structures or other improvements Lessee considers appropriate to carry out the purpose set forth herein. Any structures or other improvements placed on the Leased Premises by Lessee during the term of this lease shall be at Lessee's expense.

Lessee shall cause the improvements to be completed free and clear of any liens, claims or mechanic's liens against the Leased Premises or the Improvements, and Lessee shall defend, indemnify and hold State harmless from any such claims or mechanic's liens and or any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees.

This lease is made subject to all prior leases or grants on any portion of the Leased Premises, and to the renewal thereof. State also reserves the right to grant utility easements or leases in, on, under or across the Leased Premises.

4. LESSEE'S DUTIES/SERVICES

- A. Pay before any fine, penalty, interest or costs may be added thereto, all taxes, excises, levies, license and permit fees and other assessments, and water and sewer rents, rates and charges which may be assessed, levied confirmed, imposed upon or become due and payable out of or in respect of the Leased Premises or the Building.
- B. Pay all utility costs, including telephone service, for the Leased Premises.
- C. Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises and the Building.
- D. Provide timely removal of snow and ice from sidewalks and parking areas on or adjacent to the Leased Premises, and also provide adequate trash removal on a weekly basis.
- E. Provide adequate exterior lighting for the Leased Premises and such other security for the Leased Premises as the Lessee shall reasonably determine to be necessary.

5. MAINTENANCE/REPAIRS:

Lessee shall maintain and manage the Leased Premises in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee shall not deposit any debris on the adjacent state lands nor do anything that would interfere with the maintenance of any part of the adjacent state lands.

Any costs or expenses incurred by Lessee for the maintenance of or repairs undertaken on the Leased Premises during the term of this lease shall be the sole obligation of Lessee.

6. ACCESS:

Lessor shall reserve the right to use the rooms located in the lower level of the Leasehold Premises, and shall provide Lessee a 30-day advance written notice for the access and use of those rooms.

Lessor may have access to the Leased Premises at all reasonable times and in a manner which does not unduly interfere with Lessee's use of the Leased Premises, to make such changes and improvements as the State of Ohio and/or the Attorney General of Ohio may deem necessary, and to determine whether Lessee is complying with the terms of this lease.

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Lessee shall not assign this lease or sublet the Leased Premises or any part thereof without the prior written consent of the Director of Administrative Services.

8. TERMINATION:

This lease may be terminated if the Leased Premises, or any part thereof, is needed for any public or quasi-public use or purpose. State shall give Lessee at least ninety (90) days written notice prior to such termination on or before the date set in such notice for the termination of this lease. Lessee shall remove all personal property and movable fixtures placed on the Leased Premises by Lessee, and restore the Leased Premises to a condition satisfactory to the Director of Administrative Services at Lessee's expense. Lessee shall have no claim against State for the value of any unexpired term of the lease, or for any costs related to the removals referred to in this paragraph.

The Lessee shall remove any buildings, structures or improvements constructed by the Lessee on the Leased Premises on or before the expiration or termination of this agreement, or that title to same will be transferred to the State of Ohio if the State so requests.

9. DEFAULT:

If Lessee breaches or defaults on any of the terms or conditions of this lease, and if that breach or default is not remedied within thirty (30) days after written notification by State of that breach or default, State may terminate this lease. Lessee shall have thirty (30) days from the date on the written notice of termination, to remove all personal property and movable fixtures placed on the Leased Premises by Lessee, and to restore the Leased Premises to a condition satisfactory to the Director of Administrative Services. Lessee shall then surrender possession to State. If such removals and restoration are not effected within the specified time, State may elect to restore the Leased Premises at Lessee's expense.

10. INDEMNITY

Lessee shall indemnify and hold harmless state from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, cost, or related expenses asserted by any person or persons for bodily injury, death, or property damage ensuing from Lessee's occupation or use of any portion of the Leased Premises.

Notwithstanding any other provision contained in this lease, the following activities shall constitute a breach, and Lessor shall thereafter be entitled to automatically terminate this Lease upon delivery of notice to Lessee as provided herein:

- (a) Occupancy of the premises for hazardous purposes or for a hazardous use as defined in the insurance policy required in Article 10 herein.
- (b) Failure of Lessee to comply with any Warranty or condition contained in any endorsement attached to the policy required in Article 10 herein.

11. INSURANCE

During the term of the lease, Lessee shall at its sole cost and expense carry and maintain a broad form policy of property insurance including fire, extended coverage, vandalism and malicious mischief, special perils (including theft) insuring all building additions, alterations and improvements for the replacement cost and insuring all contents, fixtures, furnishings and equipment subject to this lease in the amount of 100% of the insurable value.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. This insurance shall be primary and non-contributory over all other applicable insurance.

During the term of this lease, Lessee at its sole cost and expense shall carry and maintain a policy of Commercial General Liability including coverage for bodily injury, personal injury, wrongful death and property damage coverage together with all costs of defense. The costs of defense shall be outside of the policy limits

Such policy of insurance shall designate as an additional named insured by ISO form CG 20 11, 11/85 edition (or its equivalent) the "State of Ohio, as its interest may appear" and shall bear an endorsement to the effect that the insurer agrees to notify the state in writing not less than 60 days in advance of cancellation, nonrenewal, or decrease in coverage. This insurance shall be primary and non-contributory over all other applicable insurance. The policy will also be endorsed to include a blanket waiver of subrogation. Such policy of insurance shall be issued by an insurance company licensed by the State of Ohio and be classified as an admitted carrier protected by the Ohio Insurance Guarantee Association and acceptable to the state. Upon the execution of this lease, Lessee shall provide to the Director of Administrative Services a certificate of evidence of such policy of insurance. The insurance company issuing the policy must carry at least an A- rating or better from A.M. Best.

POLICY LIMITS:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Occurrence Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

A copy of the insurance policy shall be filed with and is subject to the approval of the Director of Administrative Services. Said policy shall contain a clause providing that 60 days prior written notice of cancellation, nonrenewal or decrease in coverage will be given to the Director of Administrative Services.

12. TAXES:

Lessee shall be responsible for any federal, state and/or local taxes and assessments levied against State resulting from this lease of the Leased Premises.

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State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the premises, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State will not warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

14. REPRESENTATIVES/AGENTS:

Where this lease refers to either the State or Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

15. NOTICES:

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this lease shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U. S. registered or certified mail, postage paid,

(a) with respect to State, addressed to:

Ohio Department of Administrative Services
General Services Division
Real Estate Services
4200 Surface Road
Columbus, Ohio 43228-1395

an additional copy addressed to:

The Office of the Ohio Attorney General
101 East Town Street
Columbus, Ohio 43215
Attention: Rick Kulich

and, (b) with respect to Lessee, addressed to:

Village of Richfield
Crossroads of Community and Commerce
4410 W. Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286-0387
Attention: Director of Administration

Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this lease any other address in the United States of America upon giving of 15 days notice thereof, similarly given, to the other party.

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THE STATE OF OHIO
LESSOR

BY: _____
BOB TAFT
Governor of Ohio

BY: _____
Director of Administrative Services

DATE: _____

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2002, before me personally appeared _____, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires _____

IN AGREEMENT WITH TERMS AND CONDITIONS:
Attorney General of Ohio

BY: _____ DATE: _____

APPROVED AS TO FORM:

BETTY D. MONTGOMERY
Attorney General

BY: _____ DATE: _____
Mark Gleaves
Assistant Attorney General

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Witnesses to LESSEE:

Richfield County Commissioners
LESSEE

BY: _____
Donald Larsen

TITLE Mayor

DATE: _____

ACKNOWLEDGMENT

State of Ohio, Richfield County, ss:

On this _____ day of _____, 2002, before me personally appeared Mayor Donald Larsen, who acknowledged that he executed the foregoing lease for and on behalf of Village of Richfield and that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this lease.

Notary Public, State of Ohio
My Commission

Expires _____

This instrument was prepared by the Ohio Department of Administrative Services, General Services Division, Real Estate Services, 4200 Surface Road, Columbus, Ohio 43228-1395.

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