

ORDINANCE NO. 22 -89

By



An Ordinance to authorize the Mayor and Auditor to enter into a lease with the City of Columbus for the use of certain portions of Academy Park and to declare an emergency.

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

Section 1. That the Mayor and Auditor are hereby authorized and directed to execute a lease for the use of certain portions of Academy Park with the City of Columbus in the form attached to this Ordinance as Exhibit A and approved by the City Council of the City of Columbus by Ordinance No. 65-89.

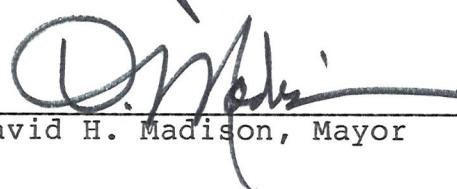
Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the necessity of seeking the use of said property for City recreation programs at the earliest possible date, and shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed: April 25, 1989


President of Council

Attest: John W. Keph
Clerk of Council

APPROVED: April 25, 1989


David H. Madison, Mayor

Mar. 28, 1989 - 1st reading

April 11, 1989 - 2nd reading

April 25, 1989 - 3rd reading - Passed

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby made and entered into this _____ day of _____, 1989, by and between the City of Columbus, a municipal corporation of the State of Ohio, acting by and through James W. Barney, Director of the Department of Recreation and Parks, as duly authorized by virtue of Ordinance No. 65-89, passed the 23rd day of January, 1989, by the Council of the City of Columbus, Ohio (hereinafter referred to as "City") and the City of Bexley (hereinafter referred to as "LESSEE").

WITNESSETH:

That for the consideration hereinafter set forth the City does hereby lease to the LESSEE, for \$1.00 (one dollar), the premises ("Premises") shown on the attached Exhibit "A-1" and more fully described as follows:

That shaded area, to include the ball diamond and open field area, east of Nelson Road and the gravel drive, north of Holzman Avenue and south of the Old Academy Tennis Courts.

NOW, THEREFORE, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

1. TERM

This Agreement shall be for the term of 5 years commencing on January 1, 1989, and expiring January 1, 1994, at a rental of One Dollar (\$1.00) per annum. An option for a 5-year renewal may be exercised upon formal written notice from LESSEE to the Department prior to January 1, 1994. Said option for renewal shall be at the sole discretion of the City of Bexley, Department of Recreation and Parks.

2. IMPROVEMENTS AND USE OF THE AREA

a. LESSEE shall have use of shaded area to conduct recreation programs including but not limited to softball, baseball, football and soccer.

b. Area of park not shaded on Exhibit "A-1" shall not be included in this lease agreement and shall remain free for public use.

c. LESSEE shall have right to ingress and egress to the subject premises at all times during the term of this Agreement.

d. Any proposed changes, additions or development to the Premises by LESSEE, including but not limited to signs, buildings and structure, fencing, permanent speakers, lights, or other relevant items shall be submitted to the Director of Recreation and Parks or his designee for approval, which shall not be unreasonably withheld.

e. LESSEE agrees that all permanent improvements to or on the Premises shall become the property of the City at the expiration of this Lease.

f. LESSEE agrees that its use of the Premises shall be subject to all existing and future park rules.

g. The Premises will be available to the general public during all non-scheduled periods. LESSEE will provide to the Department of Recreation and Parks a copy of its program schedule when and as published.

3. MAINTENANCE

a. LESSEE to maintain the Premises in clean and safe condition at all times consistent with the customary standards of park and recreation management, provided, however, that City shall be responsible for maintaining the existing perimeter fence along the western and southern boundaries of the Premises referenced on Exhibit "A-2".

4. NON-DISCRIMINATION

LESSEE shall not discriminate because of race, color, sex, or national origin, in any manner during its use of the premises.

5. INDEMNIFICATION

LESSEE shall indemnify and save harmless the City of Columbus, its employees, agents, and servants from and against all liability or damage for injury to or death of persons or damages to property sustained on or about the Premises resulting from the occupancy or use of the Premises by LESSEE, its agents, employees, contractors or invitees.

6. ASSIGNMENTS & SUBLEASES

LESSEE will not assign this Agreement in whole or part nor sublet all of any part of the Premises without first obtaining the written consent of the Director of Recreation and Parks, which consent shall not be unreasonably withheld.

7. TAXES AND ASSESSMENTS, UTILITIES

City will pay for all charges for utility services consumed on the Premises.

8. REASONABLE CONDITIONS

Director of Recreation and Parks shall have the power and authority to impose reasonable conditions and requirements relative to the management and operation of the Premises as in his judgment may appear to be for the best interests of the public and the City of Columbus, but which will not unreasonably interfere with LESSEE'S use and enjoyment of the premises. LESSEE shall be entitled to prior notice of any proposed changes in the conditions and requirements relative to the Premises by the Director of Recreation and Parks governing the management and conduct of LESSEE and the Premises, and LESSEE shall be given an opportunity to comment on the proposals before they become effective.

9. GOOD FAITH AND COOPERATION

Good faith and cooperation shall be applicable to all terms and conditions contained herein.

IN WITNESS WHEREOF, said parties have set their hands this _____ day of _____, 1989.

Signed in the presence of

THE CITY OF COLUMBUS
DEPARTMENT OF RECREATION & PARKS

Witness

By _____
Witness James W. Barney, Director

THE CITY OF BEXLEY, OHIO

By _____
Witness Mayor

By _____
Witness Auditor

Address: 2242 East Main Street
Bexley, Ohio 43209

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 1989, before me a Notary Public in and for the jurisdiction aforesaid, personally came the above named James W. Barney on behalf of the City of Columbus, Recreation and Parks Department, who with full authority executed the foregoing Lease Agreement and acknowledged the signing of the same to be a voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public)

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 1989, before me a Notary Public in and for the jurisdiction aforesaid, personally came the above named _____, Mayor for the City of Bexley, who with full authority executed the foregoing Lease Agreement and acknowledged the signing of the same to be a voluntary act and deed for the uses and purposes therein mentioned:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

On this _____ day of _____, 1989, before me a Notary Public in and for the jurisdiction aforesaid, personally came the above named _____, Auditor for the City of Bexley, who with full authority executed the foregoing Lease Agreement and acknowledged the signing of the same to be a voluntary act and deed for the uses and purposes therein mentioned:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Approved by Recreation and Parks Commission this _____ day of
_____, 1989.

Approved as to Form:

City Attorney Date

This instrument prepared by:

CITY OF COLUMBUS, DEPARTMENT OF LAW
RONALD J. O'BRIEN, CITY ATTORNEY
By: John C. Klein, III, Chief Real Estate Attorney
For: Recreation and Parks Department

Exhibit A-1

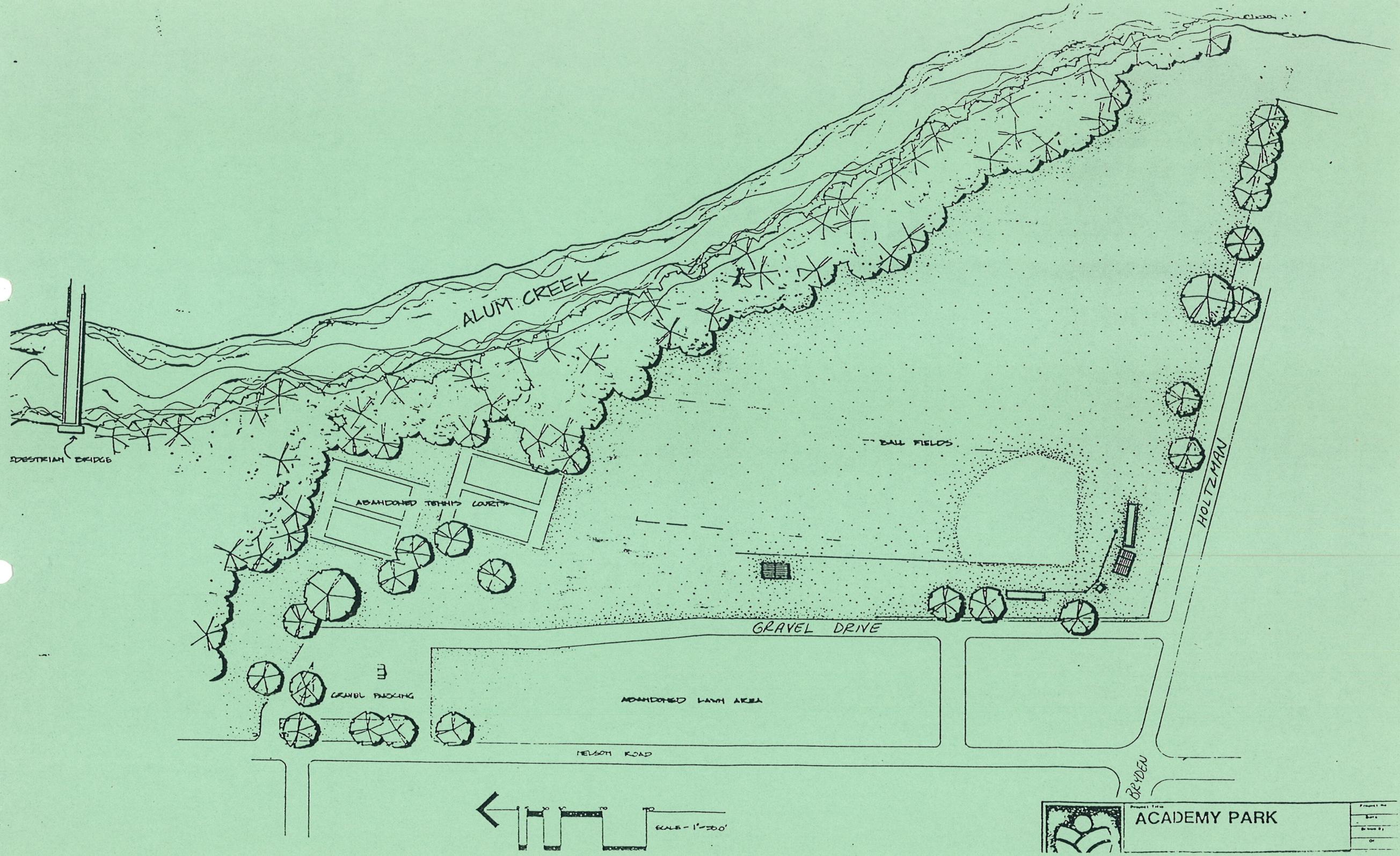


Exhibit A-2

