

VILLAGE OF SEVILLE
RESOLUTION NO. 2022-12

A RESOLUTION OF COUNCIL AND OF THE VILLAGE OF SEVILLE, MEDINA COUNTY, OHIO AUTHORIZING THE FISCAL OFFICER TO ADVERTISE FOR BIDS FOR THE LEASE OF THE FORMER CLERK'S OFFICE PROPERTY LOCATED AT 40 WEST MAIN STREET WITHIN THE VILLAGE AND DECLARING AN EMERGENCY.

WHEREAS, the Council has determined that Village owned real estate located at 40 West Main Street is no longer needed for municipal purposes, and it is in the best interest of the Village to advertise for bids to lease said property;

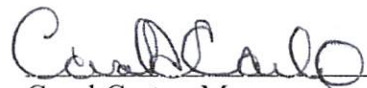
AND WHEREAS, Council now desires to authorize the Fiscal Officer to advertise for bids for the lease of the former Clerk's office property located at 40 West Main Street within the Village.

WHEREAS, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF SEVILLE, MEDINA COUNTY, OHIO THAT:

1. Village owned real estate located at 40 West Main Street within the Village is declared no longer needed for municipal purposes.
2. The Fiscal Officer is hereby authorized to advertise for bids for the lease of the former Clerk's office property located at 40 West Main Street within the Village. The specifications of the lease to be used as bid specifications is attached hereto and made a part hereof and marked Exhibit A.
3. The Fiscal Officer is directed to advertise for bids in a newspaper of general circulation once per week for a period of five (5) consecutive weeks.
4. This Resolution is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety and welfare of the Village of Seville and the inhabitants of the Village of Seville; the specific reason for the emergency being the immediate need to lease and obtain revenue from unneeded real estate within the Village and therefore, this Resolution shall take effect immediately upon its passage

Passed: September 20, 2022


James Carrick, Fiscal Officer


Carol Carter, Mayor

LEASE AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 202____, by and between The Village of Seville, Ohio, an Ohio Municipal Corporation, hereinafter referred to as "*Lessor*" and *Angie Smith hereinafter* referred to as "*Lessee*".

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee do hereby lease from Lessor, the premises located at 40 West Main Street in the Village of Seville, County of Medina, and State of Ohio, PPN 012-21A-13-092.

1. **TERM OF LEASE:** The term of this lease shall commence on _____, 202____, and will remain in effect for a period of one (1) year, until _____, 202____. Lessor or Lessee may terminate the lease with 60 days prior notice to the other party prior to the termination date of this Agreement or any renewal period.

2. **CONDUCT OF BUSINESS:** Lessee shall operate the leased premises for the use and purposes for which it is let, that is and accounting business during the term of this agreement. Lessee shall be permitted to use up to two (2) parking spaces upon the premises for Lessee's vehicles between the hours of 7:00 AM and 8:00 PM. Lessee's customers may use all the parking spaces upon the premises between 7:00 AM and 8:00 PM. No vehicles shall be parked and/or stored upon the premises at any other time. No trailers, production materials, firewood and/or heavy equipment shall be parked, stored upon and/or sold from the premises at any time. No vehicles with a weight in excess of Ten Thousand Pounds (10,000 lbs) shall be parked and/or stored upon the premises at any time. There shall be no storage of trucks, cars, parts, equipment, or material on the exterior of the leased premises.

3. **MAINTENANCE:** Lessee shall at their own expense and risk maintain the interior portions of the premises, including the windows, window glass, plate glass, interior of cement block walls and all doors, and shall further be responsible for the replacement and maintenance and good repair of interior plumbing, heating system, air-conditioning equipment if any, furnishings, allocated parking spaces, including maintenance and paving of the parking spaces allocated to the Lessee, any and all repairs and maintenance necessary to any and all parking lot sewers and plumbing on the premises, and all other ordinary wear and tear as well as care for cutting the grass and having the shrubbery properly pruned. The Lessor shall be responsible for the roof, HVAC, foundation, structural soundness of the exterior walls, sewer and water lines serving the property, and all repairs necessary to the exterior of the premises unless any of the items contained herein are damaged by the Lessee, Lessee' business invitees, employees, or agents of Lessee in which case the repairs will be Lessee' responsibility.

Lessee shall throughout the lease term maintain the building and other improvements constituting the leased premises free from waste and nuisance.

4. **TAXES, ASSESSMENTS, AND UTILITIES:** Lessee shall pay directly and/or reimburse to the Lessor, on a monthly basis, taxes, assessments, and utilities for the premises at 40 West Main Street, occupied by the Lessee, if any.

The Lessee will be responsible for any increases to these amounts and shall receive any reduction of these amounts.

Landscaping and Lawn Maintenance: Lessee will be responsible for the care and maintenance of the landscaping on their portion of the property keeping all properly trimmed and cut as well as replacement of any vegetation and/or shrubs, if necessary. Lessee's failure to comply with the above will result in Lessor having the property maintained at the cost of Lessee.

5. **ALTERATIONS:** Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the leased premises without prior written consent of the Lessor. No buildings, structures, sheds, etc. will be erected without the knowledge and written approval of the

Lessor and proper zoning permits from the Village of Seville and building permits will be obtained from the County of Medina. Consent for nonstructural alterations and improvements shall not be unreasonably withheld by Lessor. Lessee shall have the right at all times to erect or install shelves, bins, machinery, equipment, and trade fixtures, provided that the Lessee comply with all applicable laws, ordinances, and governmental regulations. Lessee shall have the right to remove at the termination of this lease such items so installed, provided Lessee are not in default, however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor at the termination of the lease if not removed by Lessee prior to termination of this lease.

6. **SIGNS:** Lessee shall have the right to erect signs, with the express written consent of the landlord, on the leased premises and building, and further subject to all applicable zoning laws and restrictions consent for such signage shall not be unreasonably withheld by Lessor. Lessee shall remove all signs at the termination of this lease and shall repair any damage caused by such removal. The Lessee agree to coordinate the installation of signage with the signs of the Lessor's other tenant, or the Lessor, the manner and method of installation being first approved by Lessor. The Lessee' right to use the signage at the premises shall be limited to the space currently allocated to the Lessee' portion of the premises in accordance with the sign ordinances set forth by the Village of Seville. The Lessee shall not do anything contrary to the sign ordinances of the Village of Seville.

7. **INSURANCE:** Lessee shall keep in full force and effect a policy of public liability and property damage insurance with respect to the premises and the business operated by the Lessee in which the limits of public liability coverage shall not be less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for personal injury liability and in which the limit of property damage coverage shall not be less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence or such larger amounts as Lessor may prudently require from time to time. Such policy shall include Lessor as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior written notice. Lessee shall furnish Lessor a certificate evidencing such coverage within ten (10) days after signing of this lease and on an annual basis thereafter.

8. **INDEMNIFICATION:** Lessee will indemnify Lessor and save and hold Lessor harmless from all claims, demands, causes of action, expenses, judgments, and liabilities including reasonable attorney fees, in connection with damage, injury, or a loss to person or property resulting or occurring or arising wholly or in part by reason of the Lessee' use or occupancy of the premises or any part thereof. If Lessor, without fault on his part, shall be made a party to any litigation commenced by or against Lessee, Lessee shall protect and hold the Lessor harmless from and pay all costs, expenses, and reasonable attorney fees incurred or paid by the Lessee in connection with such litigation.

9. **INSPECTION BY LESSOR:** Lessee shall permit Lessor and his agents to enter into and upon the leased premises with twenty-four (24) hour notice to Lessee, except in an emergency situation. Entrance to the premises by Lessor shall be for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building. In addition, for a period of sixty (60) days prior to the termination of this Lease, Lessor or his agent/s may enter upon the premises at reasonable hours to show the premises to prospective tenants, and during sixty (60) days prior to the termination of this Lease, may display in and about said premises the usual and ordinary "For Rent/Lease" or "For Sale" signs, which signs shall be of such dimensions and so displayed as not to interfere with the proper conduct and operation of the business of the Lessee.

10. **SECURITY SYSTEM:** Should Lessee install a security system; Lessee shall immediately notify Lessor of the same and send written verification to Lessor of the installation and operation of the security system. The Lessor will be provided with a separate, unalterable security code in order to gain access to the premises in case of an emergency. Lessor's assigned code shall remain unchanged for the duration of this Lease unless agreed to in writing by the Lessor and new code provided to Lessor.

11. **ASSIGNMENT AND SUBLEASE:** Lessee shall have the right, with the prior written consent of Lessor to assign the lease, or any part thereof, and to sublet the premises with the prior written permission of the Lessor, provided each assignee assumes in writing all of Lessee's obligation under the lease, and Lessee shall remain liable for each and every obligation under this lease. Such consent shall not be unreasonably withheld by Lessor.

12. **RENT:** All rents and other charges are due and payable and to be received by Lessor at 120 Royal Crest Drive, Seville, Ohio 44273, or at such other address designated by Lessor on or before the _____ day of each month it is due. The Lessor acknowledges that the Lessee shall pay to the Lessor with the execution of this agreement _____ and no/100 Dollars (\$) _____ representing the first month's rent.

Lessee shall pay to Lessor monthly rent in the amount of _____ and no/100 Dollars (\$) _____ each month beginning _____, 202__ until _____, 202__.

13. **LATE CHARGES:** All rents and other charges not paid by the Lessee when due shall be subject to a Twenty-Five Dollar (\$25.00) per day late charge until paid. This provision shall not constitute a waiver of default or a grace period. Acceptance of a late charge will not constitute a waiver of default or result in the implication of a grace period. All late charges for the previous period shall be due and payable in full not later than the next due date for rent.

14. **SELF HELP BY LESSOR:** In the event the Lessee/s fail to maintain the premises as provided in this lease, Lessor may do so after thirty (30) days written notice to the Lessee or immediately in emergency cases. Lessee shall reimburse Lessor the cost thereof as further additional rent with the next installation of monthly rent. Lessor shall not however, by the terms of this paragraph, be required to fulfill the Lessee' obligations as stated herein. Failure to so reimburse shall constitute a default.

15. **OPTION TO RENEW:** The Lessee shall have the option to renew this lease for a period of one (1) year terms, with written notice to Lessor sixty (60) days prior to termination of this lease. All terms contained herein shall apply to the renewal period. Rent for the renewal period shall be agreed by the parties in writing. Should the parties fail to agree, the lease will terminate.

16. **WAIVER OF SUBROGATION:** Lessor and Lessee hereby agree to waive all claims, rights, and causes of recovery which either has or may have or which may arise hereafter against the other whether caused by negligence, intentional misconduct or otherwise, for any damage to the premises or property of the business within or about the premises caused by any of the perils covered by Lessor's or Lessee's fire insurance and extended coverage endorsements, provided however, that the foregoing waiver shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued and provided further that the foregoing wavier does not invalidate any insurance policy of the parties hereto, now or hereafter acquired, it being stipulated by the parties hereto that the waiver shall not apply in any case in which the application thereof would result in such invalidation. Any additional premium caused by this waiver of subrogation shall be paid by the party benefited thereby.

17. **EMINENT DOMAIN:** If the whole of the premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term shall cease and terminate as of the date possession shall be taken by such public authority.

If any part of the premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the premises unsuitable for the business of the Lessee, then the term shall cease and terminate as of the date possession shall be taken by such public authority. In the event of a partial taking or condemnation which is not extensive enough to render the remaining premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the remaining premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect with respect to the remaining premises and an equitable reduction of rents shall be made based upon the portion lost in the taking. This lease shall be terminated as to the portion of the premises so taken.

In the event of the termination of this lease as aforesaid, all rents and other charges due hereunder shall be paid to the date of termination.

In the event of any condemnation or taking as aforesaid, whether whole or partial and regardless of the termination of this lease as aforesaid, Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, Lessee having hereby assigned to Lessor any right or claim to any part thereof. Although all damages in the event of any condemnation are to belong to Lessor,

whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's chattels and interior alterations, decorations and improvements not constituting a part of the building installed in the premises by Lessee

18. **DEFAULT:** If Lessee shall at any time be in default in the payment of rent and other charges or in the performance of any of the agreements, conditions, covenants or provisions of this lease of Lessee's part to be performed or if Lessee shall make an assignment for the benefit of creditors, or a receiver of any property of Lessee in or upon the premises be appointed in any action, suit or proceeding by or against Lessee and not removed within forty-five (45) days after appointment, or the interest of Lessee in the premises shall be sold under execution or other legal process, then in any such event, Lessor may terminate this lease, or, without terminating this lease, re-enter the premises by summary proceedings or otherwise and in either event may dispossess Lessee at Lessee's expense. Lessor shall not be deemed to have elected to terminate this lease unless Lessor gives Lessee notice of such election to terminate. In the event of such re-entry Lessor shall use reasonable efforts to relet the premises and shall apply the rents therefrom first to the payment of Lessor's expenses incurred by reason of Lessee's default and the expenses of reletting including reasonable attorney's fees and then to the payment of rents and other charges due from Lessee hereunder, Lessee remaining liable for any deficiency. Such deficiency, at Lessor's option, may be calculated and payable by Lessee monthly.

19. **MORTGAGE SUBORDINATION:** This lease shall, at the option of Lessor, be subject, subordinate, and inferior to any mortgage that may be placed on the premises by a bank, trust company, insurance company, or other lender, and Lessee will, upon demand without cost, execute any instrument necessary to effectuate such subordination.

It is a condition, however, to the subordination and lien provisions herein provided, that Lessor shall first procure from any such mortgagee an agreement in writing, which shall be delivered to Lessee, providing in substance that so long as Lessee shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy will not be disturbed, nor this lease affected by any default under such mortgage. If the Lessee fails or refuses to sign subordination documents within ten (10) days of written demand, the Lessee hereby irrevocably appoints the Lessor as his attorney in fact to sign such subordination documents.

In the event of such financing or in the event of a sale of the premises by Lessor, which Lessee acknowledges is subject to options to purchase by third parties, and a statement is requested of Lessee certifying the status of the lease, Lessee shall provide such certification within ten (10) days after request therefor stating therein that this lease is in full force and effect and that there are no defenses or offsets thereto or stating those claimed by Lessee.

20. **ENTIRE AGREEMENT:** This lease and the Exhibits attached hereto and forming a part hereof, set forth all the agreements, conditions, covenants and provisions between Lessor and Lessee concerning the premises and there are no agreements, conditions, covenants, or provision, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent amendment, change, modification, or addition to this lease shall be binding upon Lessor or Lessee unless in writing and signed by them.

21. **MEMORANDUM OF LEASE:** This lease shall not be recorded but a memorandum of lease of the same date herein describing the premises and giving the term thereof and referring to this lease may be recorded by the Lessor and the Lessee agree to sign such memorandum of lease for filing.

22. **TRANSFER OF TITLE:** In the event of a sale, assignment, or transfer by Lessor of the premises of Lessor's interest in the premises, such Lessor shall thereafter have no liability for the agreements, conditions, covenants, and provisions of this lease on the part of Lessor to be observed or performed thereafter. All such agreements, conditions, covenants, and provisions shall, however, run with the land and shall be binding upon the successors-in-interest of such Lessor.

23. **LAW GOVERNING:** Parties agree that the law governing this lease shall be the law of the State of Ohio and that jurisdiction and venue for any controversy pertaining to this lease shall be in Medina County, Ohio.

24. **COMMISSIONS:** The parties acknowledge that if there is a real estate commission due on this Lease, said commission is the sole responsibility of the Lessee.

25. **HAZARDOUS MATERIALS AND ALL OTHER SUBSTANCES.** Lessee agrees that all hazardous materials, motor oils, transmission fluid, radiator coolant, and/or any other chemicals or substances requiring special treatment by the EPA or Local, State, or Federal governments will be cared for in accordance with applicable laws. Lessee will provide Lessor with a copy of the Material Safety Data Sheets (MSDS) required to be kept on the premises. If Lessee fails to properly care for any hazardous materials or substances, Lessor will remedy the situation immediately and bill the Lessee for whatever expenses are incurred. Lessee warrant to Lessor that Lessee will not dispose of any substance by dumping or disposing of that substance onto the grounds of the property and that all chemical substances, whether requiring special treatment by the EPA or local State or Federal governments or not will not be disposed in any manner such as to affect environmental concerns or liabilities or cause the Lessor to incur any liability whatsoever as a result of said disposal by the Lessee. A Phase One Environmental Assessment to determine the presence of any hazardous materials and chemicals on the premises will be conducted at no cost to the Lessee. Lessee will not be responsible for any violations of EPA, Local, State or Federal law committed by prior Lessee or owners as reflected in the results of the Phase One Environmental assessment. Lessee further agrees to indemnify and hold harmless Lessor for any liability which may be incurred by such activity.

26. **DELIVERY OF POSSESSION:** Lessee may enter the premises upon the signing of this Lease and proof of appropriate insurance as per section 7 above.

IN WITNESS WHEREOF, the parties hereto have set their hands to this lease this _____ day of _____, 202_____.

Signed in the Presence of:

Witnesses:

LESSOR: VILLAGE OF SEVILLE, OHIO

By: _____
CAROL CARTER, MAYOR

By: _____
JAMES CARRICK, FISCAL OFFICER

LESSEE:

STATE OF OHIO)

) ss:

MEDINA COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared the above named Carol Carter and James Carrick, on behalf of the Village of Seville, Ohio who acknowledged that they did sign the foregoing instrument on behalf of the Village of Seville, Ohio that they have the authority to sign this document, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Seville, Ohio this _____ day of _____, 202_____.

Notary Public

My Commission Expires:

STATE OF OHIO)

) ss:

MEDINA COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared the above named _____ who acknowledged that _____ did sign the foregoing instrument and that the same is _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Seville, Ohio this _____ day of _____, 202_____.

Notary Public

My Commission Expires: