

# RECORD OF ORDINANCES

## ORDINANCE 29-19

### AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR THREE (3) YEARS WITH THE GENOA CIVIC THEATRE AND DECLARING AN EMERGENCY.

WHEREAS; The Genoa Civic Theatre wishes to lease the lower floor of 512 Main St., Senior Center Annex for the purpose of storage of costumes and sets.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF GENOA, OTTAWA COUNTY, STATE OF OHIO:

SECTION 1. That this Council of the Village of Genoa, Ottawa County, Ohio does hereby authorize the Mayor and Village Administrator to enter into a lease agreement with the Civic Theatre for a period of three (3) years.

SECTION 2. That the lease agreement is attached to, and made part of this Ordinance.

SECTION 3. That upon the execution of the lease agreement by the Mayor and Village Administrator, the Genoa Civic Theatre, the Clerk of Council is hereby instructed to file said lease agreement, and distribute copies of the executed lease agreement to the above aforementioned parties.

SECTION 4. It is hereby found and determined all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, safety of said Village, and shall be in full force from and immediately after its passage.

Vote to suspend rules: For: 6 Against: 0

Vote on emergency clause: For: 6 Against: 0

Vote on final adoption: For: 6 Against: 0

ADOPTED 8-5-19 As an emergency measure.

# RECORD OF ORDINANCES

ATTEST:

John A. Van Nest  
Clerk of Council

John C. Lewis  
President of Council

APPROVED AS TO FORM:

[Signature]  
Village Attorney

APPROVED:

Kenneth L. Hunsinger Jr  
Mayor

## FISCAL OFFICER'S CERTIFICATE AS TO PUBLICATION

This is to certify that publication of the foregoing was duly made as provided in Ordinance 67-2017 adopted by the following method:  
By posting certified copies thereof in the six (6) public places specified in Section 105.01 of the Codified Ordinance of the Village of Genoa Ordinance No.67-2017, said posting having been accomplished on the following date: 8-9, 2019.

John A. Van Nest  
Fiscal Officer

## Contract Lease Agreement

---

WHEREAS, the Genoa Civic theatre Division, wishes to utilize the lower floor of 512 Main St., Senior Center Annex.

WHEREAS, a substantial investment will be necessary to prepare the facilities for use as a storage area, and

WHEREAS, the Genoa Civic Theatre Division, desires assurance that upon making said investment in the Village of Genoa's facilities that they will be able to continue to enjoy the fruits of their labors over a long period of time, and

WHEREAS, the Genoa Civic Theatre recognizes its obligation to upkeep the lower floor of 512 Main St., Senior Center Annex.

NOW THEREFORE, in consideration of the foregoing, the parties here to enter into this.

### **Lease**

#### A. Date

This lease agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

#### B. Parties

By and between, the Village of Genoa, hereinafter referred to as the Lessor, and the Genoa Civic Theatre Division, hereinafter referred to as the Lessee.

#### C. Description

Witnessed, that in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor agrees to lease all of Lessor's right, title and interest in and to all situated on the premises legally described on "Exhibit "A" attached hereto and made a part of hereof.

#### D. Term

To have and to hold the described premises unto the Lessee, its successors and assigns for the term of three (3) years, commencing the \_\_\_\_ day of \_\_\_\_\_, 2019, with a right to renew for three (3) year periods thereafter at the same rent unless Lessor notifies, in writing, the Lessee of reasonable grievances one (1) year in advance of the expiration of any three (3)-year period. Lessee shall have the opportunity to correct within said one (1) year period the grievances of Lessor and thus renew the lease.

#### E. Rent

The rent for the term of this lease is one dollar (\$1.00) per year, payable without demand or notice, annually on or before January 1<sup>st</sup>. Receipt is hereby acknowledged by the Lessor of the first year's rent in advance.

F. Use

To permit the Lessee, upon faithful performance of the terms of this lease to use the first floor of the premises for storage of Lessee's Costumes and sets.

G. Lessor's Maintenance Responsibilities

The Lessor hereby agrees to keep the entire portion of the premises in good repair and maintenance. The Lessee shall give written notice to the Lessor of necessary repairs and maintenance; and the Lessor shall have a reasonable time to make same.

H. Lessee's Maintenance Responsibilities

The Lessee agrees to maintain the interior portion of the premises in good repair and further agrees to pay for repair and maintenance occasioned by Lessee's use or the use of Lessee's sub-lessees. Alterations, additions, or structural improvements made to the improvement shall remain a part of the premises at the conclusion of the term of this lease.

I. Utilities

The Lessor shall pay the electric expenses of the premises and maintain the electrical services. Any improvements such as lighting and receptacles will be at the lessee's expenses.

J. Insurance

The Lessee agrees to carry a minimum amount of insurance coverage upon the leased portions of the premises in the amount of \$1,000,000.00 bodily injury liability, \$500,000.00 property damage liability, \$5,000.00 per person accidental death and dismemberment, and \$1,000.00 medical with a maximum payment for damage to teeth of \$150.00.

K. Termination

The Lessee agrees to quit and deliver up said premises at the end of said term or any renewal in good condition, as they are now, ordinary wear and tear accepted.

L. Quiet Enjoyment

As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, he shall have peaceful and quiet enjoyment of the said (demised) premises for the term of this lease; subject to rights of the Village of Genoa (Trustee of Clay Township, Ottawa County, Ohio).

M. Assignment

Lessee shall not assign this lease without the prior consent of Lessor.

N. Reasonable Grievance

For the purposes of this lease, a reasonable grievance shall be defined in the terms of this lease or a failure of Lessee to make improvements as described in Article 1 hereof.

IN WITNESS HEREOF, THE Lessor and Lessee have executed this lease the day and year first above written.

Dated: \_\_\_\_\_, 2019.

Signed in the presence of:

VILLAGE OF GENOA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

GENOA CIVIC THEATRE DIVISION

\_\_\_\_\_ By: \_\_\_\_\_

Sworn to and prescribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary