

RESOLUTION NO. 39-04
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON THE
15th DAY OF November, 2004.

A RESOLUTION RATIFYING THE ACTION TAKEN BY
THE CITY MANAGER TO ENTER INTO A LEASE
AGREEMENT BETWEEN THE CITY OF CENTERVILLE
AND THE OHIO DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF MOTOR VEHICLES.

WHEREAS, The State of Ohio, Department of Public Safety, Bureau of Motor
Vehicles, wishes to lease space from the City of Centerville located at 104 West Spring
Valley Road, and

WHEREAS, The City of Centerville has adequate space available to lease
approximately 2,148 square feet for an office to the State of Ohio, Department of Public
Safety, Bureau of Motor Vehicles, plus at least 28 non-exclusive parking spaces with a
minimum of 2 designated parking spaces meeting ADA specifications.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the action taken by the City Manager be and is hereby
ratified to enter into a lease agreement between the City of Centerville and the State of
Ohio, Department of Public Safety, Bureau of Motor Vehicles, for property located at
104 West Spring Valley Road, a copy of which is attached hereto, marked as Exhibit "A",
and incorporated herein.

PASSED this 15th day of November, 2004.

C. Mark King
Mayor of the City of Centerville, Ohio

ATTEST:

Maile J. McLaughlin
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 39-04, passed by the Council of the City of Centerville, Ohio, on the 15th day of November, 2004.

Maile J. McLaughlin
Clerk of Council

Approved as to form, consistency
with existing Ordinances, the Charter
and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

L-E-A-S-E

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

City of Centerville
100 W. Spring Valley Rd.
Centerville, Ohio 45458

hereinafter referred to as the Lessor, does hereby demise and lease to:

Ohio Department of Public Safety
Bureau of Motor Vehicles
Facilities Management
1970 West Broad Street – 5th Floor
Columbus, Ohio 43223

hereinafter referred to as the Lessee, all those premises known and described as :

104 West Spring Valley Rd
Centerville, Ohio 45458

and containing approximately 2,148 square feet of office space. Lessor shall provide at least (28) non-exclusive parking spaces with a minimum of 2 designated parking space meeting ADA specifications.

- II. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 15th day of November, 2004, or date upon occupancy for and during the full term ending on the 30th day of June, 2005, with an automatic renewal of two years at the same rate and subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly; yielding and paying therefor during the term an annual rental rate of \$9.80 per square foot or \$21,050.40 per year for the entire demised premises, which sum is payable directly to the Lessor by the Deputy Registrar on the first day of each month in the amount of \$1,754.20. (Note: For the November rental cost, the Deputy Registrar will pay a prorated amount of \$935.52 for the period of November 15 – 30, 2004, to the Lessor. For the period of November 1 – 14, 2004, the Deputy Registrar will pay a prorated rental cost at the old rate to the Lessor.) It is agreed that rent shall commence on the actual date of occupancy or as agreed between by both parties.
- III. It is agreed that the Lessee is entitled to four automatic two-year RENEWAL OPTIONS at the current rate unless Lessor notifies Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants, and conditions contained in this lease shall continue and be in full force and effect.
- IV. It is understood and agreed that the Lessee may SUBLEASE the demised premises to any successful proposer who is awarded the contract to operate as a Deputy Registrar at this location.
- V. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of AVAILABLE FUNDS, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety or the Registrar of Motor Vehicles.

- VI. Lessee agrees to refrain from committing WASTE on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Sublessee(s) shall be held liable for damages.
- VII. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.
- VIII. Lessor shall comply with all federal, state and local building codes, zoning codes, occupancy permits, and fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

- IX. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:
- A. Pay all taxes, and assessments accruing against said premises, if applicable.
 - B. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order will be replaced at the expense of Lessor.
 - C. Assume liability for glass breakage.
 - D. Provide HVAC capable of maintaining 72 degrees F. uniformly throughout the leased space regardless of outside temperatures. (Note: There is a \$500.00 deductible for the maintenance and repair of the HVAC. If the maintenance or repair exceeds \$500.00, the Lessor will pay for half the entire cost each occurrence. The sublessee shall be responsible for the annual HVAC maintenance and filter replacement.
 - E. Provide hot and cold running water.
 - F. Provide and maintain landscape service for all unpaved exterior area, if applicable.
 - G. Provide exterior lighting.
 - H. Provide exterior building maintenance.
 - I. Provide non-routine interior building maintenance.
 - J. Provide prompt removal of snow and ice from sidewalk(s), pathway(s), and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
 - K. Provide extermination service if needed.
 - L. Maintain parking lot.
 - M. Provide and maintain emergency exit lights and signs and fire extinguishers, as required by code.
 - N. Provide trash removal.

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

X. **TENANT IMPROVEMENTS:**

Lessor will provide finished office space, including all casework (counters) to the written specifications of the Bureau of Motor Vehicles. The Lessor will provide a finished architectural blueprint of the demised space, to Facility Management for review and approval before proceeding with the buildout/construction. Site improvements will also include strategically placed electrical outlets (employee and counter areas). Lessor will provide outside main building signage and directional signs, per BMV language. Lessee will also approve the color selections and all materials used. Lessor will provide the occupancy permit for the office upon completion of the space, and meet all building code standards.

XI. **LESSEE RESPONSIBILITIES:**

A. To cause payment of the rentals as they fall due.

B. To ensure Sublessee(s) will:

1. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
2. Comply with any statutes, orders or regulations issued by the state, city, county or federal authorities which are applicable to the Sublessee(s) use and occupancy of the premises.
3. Pay for telephone service and installation.
4. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee and notification of Sublessee(s). Access shall not be unreasonably denied.
5. Provide its own alarm system and installation, and pay monthly monitoring service charge for alarm system.
6. Provide commercial grade rubber backed mats at the entrance to premises.
7. Pay for its own janitorial services.
8. Pay for its own electric and gas utilities, and split the water and sewer charge with the Title Office.
9. Provide its own data line cabling.
10. Provide its own interior signage.
11. Sublessee will be responsible for any repair or replacement costs to the office due to negligence by the Sublessee, its employees, or customers.

XII. Lessee shall have the right, with prior approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under previous Lease between parties for the premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof.

XIII. If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Sublessee(s) vacating the premises.

XIV. It is further agreed that the Lessee may, as its option, **HOLDOVER** and remain in possession of the Leased Premises or any part thereof after the expiration of the Lease or any renewal hereof, and such occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee vacates therefrom.

XV. During the period of this Lease or any renewal hereof, the same may be terminated by Lessee by written notice of **CANCELLATION**, mailed to the Lessor at its last known address at least 120 days prior to the effective date of such cancellation.

XVI. **SELF-INSURANCE.** Lessee represents to Lessor that it shall be liable in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and caselaw. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.

XVII. The Lessor shall, at its sole cost and expense, **RECORD** a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of Montgomery County. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, State Highway Patrol Facilities Manager, 1970 West Broad Street – Fifth Floor, Columbus, Ohio, 43223.

XVIII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other property:

Lessee:

Ohio Department of Public Safety
Bureau of Motor Vehicles
Facilities Management
1970 West Broad Street, 5th Floor
P.O. Box 182074
Columbus, Ohio 43218-2074

Lessor:

City of Centerville
100 W. Spring Valley Rd
Centerville, Ohio 45458

XIX. The words "Lessor", "Lessee", and "Sublessee", wherever used in this Lease, shall include the successors and assigns of the Lessor, Lessee, and Sublessee, respectively.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR

Witnesses as to Lessor:

LESSOR
City of Centerville

Linda L. Schmitt
Signature

BY: *G. Horn*

LINDA L. SCHMITT
Printed Name

GREGORY B. HORN
Printed Name

Debra A. James
Signature

CITY MANAGER
Title

Debra A. James
Printed Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio County, ss:

On this 4th day of November, 2004, before me personally appeared Gregory B Horn known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that he is duly authorized to enter into this Lease.

Marilyn J. McLaughlin
Notary Public, State of Ohio
My commission expires _____

MARILYN J. McLAUGHLIN, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 29, 2009

LESSEE

Witnesses as to Lessee:

Signature

Printed Name

Signature

Printed Name

LESSEE
Department of Public Safety
Bureau of Motor Vehicles

BY: _____
Kenneth L. Morckel
Director

ACKNOWLEDGMENT BY THE LESSEE

State of Ohio, Franklin County, ss:

On this ____ day of _____, 20____, before me personally appeared Kenneth L. Morckel, known to me to be the Director of the Ohio Department of Public Safety, who acknowledged that he executed the foregoing LEASE for and on behalf of the Ohio Department of Public Safety, Ohio Bureau of Motor Vehicles, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into said LEASE.

Notary Public, State of Ohio
My commission expires _____

MEMORANDUM OF LEASE

This is a Memorandum of Lease entered into as of November 15, 2004, or upon occupancy by and between the City of Centerville, whose mailing address is 100 W. Spring Valley Road, Centerville, Ohio, 45458 ("Lessor"), and THE OHIO DEPARTMENT OF PUBLIC SAFETY, BUREAU OF MOTOR VEHICLES, whose mailing address is 1970 West Broad Street, Columbus, Ohio 43223 ("Lessee").

By Lease (the "Lease") dated November 15, 2004, Lessor leased to Lessee approximately 2,148 square feet of office space located at 104 W. Spring Valley Road, Montgomery County, Centerville, Ohio 45458 for a term beginning October 1, 2004 and ending June 30, 2005, with four automatic two-year renewal options.

This instrument is executed, attested and acknowledged pursuant to Section 5301.251 of the Ohio Revised Code.

Signed and acknowledged in the presence of:

Witnesses as to Lessor:

LESSOR:
City of Centerville

[Signature]
Signature

BY: [Signature]
Signature

[Signature]
Signature

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Montgomery County, ss:

On this 14th day of November, 2004, before me personally appeared Gregory B. Han known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is (her)his free and voluntary act and deed, and that (s)he is duly authorized to enter into said Lease.

MARILYN J. McLAUGHLIN, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 29, 2009

[Signature]
Notary Public, State of Ohio
My commission expires _____

Witnesses as to Lessee:

LESSEE: Ohio Department of Public Safety

Signature

BY: _____
Kenneth L. Morckel, Director
Ohio Department of Public Safety

Signature

ACKNOWLEDGMENT BY THE LESSEE

State of Ohio, Franklin County, ss:

On this ____ day of _____, 20____, before me personally appeared Kenneth L. Morckel known to me to be the Director of the Ohio Department of Public Safety, who acknowledged that he executed the foregoing LEASE for and on behalf of the Ohio Department of Public Safety, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into said Lease.

Notary Public, State of Ohio
My commission expires _____