

RESOLUTION NO. 47-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXTENDED AND AMENDED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE MONROE LENDING LIBRARY FOR SPACE LOCATED AT 6 EAST AVENUE.

WHEREAS, following negotiations with the Monroe Lending Library for the lease of certain space located at 6 East Avenue, the City Manager recommends and Council hereby accepts, the extension of the existing lease with minor amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

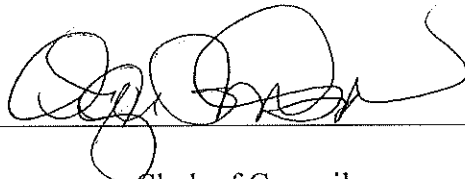
SECTION 1: The City Manager is hereby authorized to enter into an extended and amended Lease Agreement by and between the City of Monroe and the Monroe Lending Library for space located at 6 East Avenue. The terms and conditions of said Lease Agreement are marked Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

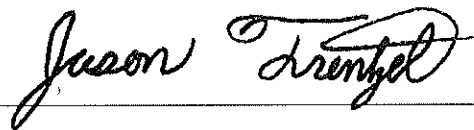
PASSED: August 24, 2021

ATTEST:

APPROVED:




Clerk of Council



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Clerk of Council
City of Monroe, Ohio

LEASE

This Lease is entered into as of the ___ day of _____ 20___, by and between the City of Monroe, hereafter "Lessor" and the Monroe Lending Library hereafter "Tenant".

WITNESSETH:

LEASE OF PREMISES

Lessor hereby leases to Tenant and Tenant hereby rents from Lessor the portion, as shown on Exhibit B, of the real estate with improvements thereon known generally as the Monroe Library & Community Center, 6 East Avenue, Monroe, Ohio 45050. Reference to such property and the improvements thereon being leased by Lessor to Tenant hereunder is to the "Premises". The Premises are deemed to include the common use of driveways and delivery areas available to the Premises subject to all legal highways, easements and restrictions of record.

RENTAL/TERM: To have and to hold the same for a period of five (5) years effective from date signed by the Lessor, City of Monroe and the Lessee, Monroe Lending Library subject to the performance and observance by said Lessee to the terms agreed to in the stated lease. The two parties shall meet on an annual basis to review the performance responsibilities stated in the lease agreement.

The Lessee hereby covenants and agrees to pay the Lessor rent for said premises in the sum of One Dollar (\$1.00) per year. Such rental fee shall be paid annually by the first day of the lease or in full at the signing of the lease.

USE: The Premises shall be used by Tenant only for Library operations that are lawful purposes and consistent with any and all zoning ordinances applicable to the Premises. Tenant agrees to maintain the Premises in a clean, orderly, healthful condition, including inspecting the restrooms on a daily basis, and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. Tenant shall have minimum hours of operation of a minimum of 35 hours per week. Tenant agrees to notify Lessor within 24 hours of any changes regarding hours of operation. Tenant will not use, occupy or permit the use or occupancy of the Premises for any unlawful, disruptive or hazardous purpose; nor shall Tenant maintain or permit the maintenance of any public or private nuisance at the specific facility location as described below:

Monroe Library & Community Center
6 East Avenue

GENERAL RULES/POLICIES: see Rules Sheet. (Exhibit A)

EXPENSES: Lessor shall be responsible for: maintenance of the exterior grounds of the Premises and any and all other expenses associated therewith. The Lessor shall keep the sidewalks free from snow and ice, with the exception of weekends and holidays when Lessor's staff is not scheduled. The Tenant shall be responsible for the removal of any trash or waste generated by the Tenant and place trash in provided and approved containers.

DEFAULT: In the event of the non-payment of rent or any other amount required to be paid by Tenant under this Lease, or in the case of default by Tenant in any of the terms and conditions of this Lease to be performed by Tenant, Lessor may resume or take possession of the Premises and Lessor may then lease the same for the remainder of the term of this Lease for the account of the Tenant to any other person; but the Tenant shall nevertheless be liable to Lessor for the rent stipulated herein plus any other payments required to be made by the Tenant, less the net rentals or other payments that may be received by Lessor for the remaining portion of the Lease term from other parties for the use of the Premises. Lessor, at its option, may at any time, after fifteen (15) days written notice, cancel, terminate and declare this Lease to be forfeited for non-payment of rents or any other amounts required to be paid by Tenant hereunder or for any other breach of the terms and conditions of this Lease by the Tenant and to apply any security deposit for the purpose of curing any default on the part of Tenant including, but not limited to, replacement or repair of any damages caused by the Tenant to the Premises, ordinary wear and tear excepted. The Lessor may, without notice or demand, terminate the Lease in the event of a voluntary petition in bankruptcy by Tenant or any adjudication of bankruptcy against the Tenant in an involuntary bankruptcy proceeding, or in any other similar action by Tenant or assignment for the benefit of creditors by Tenant.

SIGNS AND IMPROVEMENTS: Tenant shall not erect or install any exterior or interior or advertising media or window or door lettering without the prior written approval of the Lessor. Tenant shall not make any alteration, additions or improvements in the Premises or introduce any electric apparatus or wires therein without the prior written approval of Lessor. Tenant shall not hang anything on the walls, shelving or cabinetry without prior written approval of Lessor. Lessor staff shall identify the best means of hanging any items.

RIGHT TO ENTER: Lessor or its duly authorized agent shall have the right, upon giving of reasonable notice, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, maintaining or repairing the Premises, or any other portion of the building during the term, or for purposes of showing the Premises to prospective tenants or purchasers.

ALTERATIONS TO PREMISES: Tenant may, with the written consent of the Lessor, make changes, alterations, additions and improvements on the Premises as in the judgment of said Tenant, better adapt the same to the purposes of business. Approval shall be within the sole discretion of the Lessor. All fixtures added and improvements made in and to said Premises by the Tenant shall be at Tenant's own expense but shall become the property of the Lessor at the termination of this Lease; provided, however, that Tenant may remove any and all personal belongings of Tenant and any and all business trade fixtures from the Premises, except where such removal will cause substantial damage to the Premises. Further, Tenant is required to repair any damage due to removal of any such items. At the end of the Lease term, Lessor may require Tenant to restore the Premises to the state they were in before the changes (normal wear and tear will be taken into consideration) except regarding structural changes previously approved by Lessor.

LIABILITY: Tenant shall protect, indemnify and save Lessor harmless from and against all and any liability and expense of any kind arising from the sole negligence of the Tenant, its agents, servants and employees. Tenant further agrees to maintain, at Tenant's expense, at all times during the Lease term, full liability insurance properly protecting and indemnifying Lessor and naming the Lessor as an additional insured in amounts not less than \$1,000,000 per injury or damage to persons in a single accident, and not less than \$100,000 for damage or destruction of or injury to property of persons other than Lessor's property, written by insurers licensed to do business in the state of Ohio. Certificates of such insurance shall be delivered to Lessor. Lessor shall not be obligated to indemnify and hold Tenant harmless from any liability or expense of any kind arising from injuries or damage to persons or property that occur on the building, parking lots, common areas, stairs or other property of Lessor unless such injury or damage results from negligence by Lessor, its agents, servants or employees.

Lessor shall not be liable to Tenant for any loss or damage to any person or property, including the person or property of Tenant, his employees, agents, servants, invites or guests occasioned by theft, the acts of any co-tenant or the acts of any employee or agent of any cotenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, war, court order, latent defects, requisition or order of the government authority, the construction, repair, maintenance or alteration of any part, improvement of the building, as a whole, or any part thereof, or any other cause not due to Lessor's gross or willful negligence.

DESTRUCTION: In the event of partial destruction of the building or improvements of any of the Premises by fire or any other casualty, whether caused by any act or neglect of Tenant or Lessor, Lessor shall proceed to restore and repair the same with reasonable diligence and shall use the proceeds of insurance for such loss carried by Lessor for the purpose of paying the costs of such restoration or repairs. Notwithstanding the foregoing, however, if the insurance proceeds are insufficient to cover the total costs of effecting such restoration or repairs, then Lessor may at its option either pay the additional amounts required to complete the same or terminate this Lease and

elect not to make such repairs. A just and proportionate part of the rent payable to Tenant to the extent that such damage or destruction renders the Premises untenable shall abate from the date of such damage or destruction until the Premises are repaired and restored.

In the event the building or improvements shall be so damaged by fire or other casualty or happening as to be substantially destroyed, then either of the parties hereto shall have the option to terminate this Lease by giving written notice to the other party within thirty (30) days after such destruction, and any unearned rent shall be apportioned and returned to the Tenant if so terminated. If neither party elects to cancel this Lease, then the same shall remain in full force and effect and each party shall proceed with all reasonable diligence to repair and restore the Leased Premises to the condition they were in prior to the date of such destruction and rent shall be abated. In the event of termination, any insurance proceeds on the building or improvements shall become the property of Lessor and any insurance proceeds on any of the property of the Tenant shall become the property of the Tenant.

MAINTENANCE: Tenant, by the execution hereof, accepts the Premises in its currently existing condition. Tenant agrees to take good care of the Premises including the improvements thereon and all fixtures associated with such improvements. Tenant shall not allow or commit any waste with respect to the Premises or the buildings and upon termination of this Lease, by lapse of time or otherwise, Tenant will surrender the Premises to Lessor in conditions subject to approval by Lessor. Tenant shall also be responsible for all costs of maintenance and repairing the physical structure related to improvements and vandalism conducted by Monroe Lending Library visitors on the Premises, including but not limited to interior walls.

Lessor shall be responsible for the general maintenance of the Premises, including exterior walls, the roof, parking lots, sidewalks, repairs to heating and air conditioning systems, plumbing systems, electrical systems and all other exterior improvements. Tenant shall be responsible for all glass which is a part of the demised Premises and shall carry insurance sufficient to repair and replace any broken glass with glass of similar type and quality. Tenant shall contact Lessor of visual roof debris so it can be removed as soon as possible. Repairs to the building which are requested by the Tenant, shall be submitted to the Lessor by calling or emailing the Public Works Department.

WAIVER: One or more waivers by Lessor of any covenant or condition to be performed by Tenant shall not be construed as a waiver of a further breach of the same covenant or condition and a consent or approval by the Lessor to or any act by the Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Tenant.

QUIET ENJOYMENT: Lessor covenants that if and so long as Tenant performs the covenants hereof, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

GRANTED AGREEMENT: Neither party has made any representations or promises, except as contained herein, or in some further writings signed by the party making such representation or promise.

SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assignees of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder. Lessor is specifically authorized herein to assign all or any portion of its rights hereunder to any third party.

GOVERNING LAW: This Lease shall be construed and interpreted according to the laws of the State of Ohio.

RULES AND REGULATIONS: Tenant shall abide by and perform the rules and regulations that lessor may hereafter make according to its sole judgment for the good of the building and Premises as attached on Exhibit "A".

RESTRICTION ON ASSIGNMENT AND SUBLETTING: Tenant shall not assign any of its rights nor delegate any of its duties under terms of this Lease nor shall Tenant sublet any portion of the Premises without Lessor's prior written consent. The assignment or subletting by Tenant, with Lessor's consent, shall not serve to release Tenant from any of its liability hereunder. Tenant shall always remain primarily liable for all of its obligations as set forth herein during the term of this Lease. Lessor may assign this Lease at any time and from time to time.

TIME OF THE ESSENCE: Time is of the essence in this Lease Agreement.

NOTICES: Lessor shall be permitted to deliver all notices to Tenant hereunder to the Premises. Tenant shall deliver notices to Lessor at such address as Lessor may provide to Tenant in writing from time to time during the term of this Lease.

OPTIONS TO RENEW: At the conclusion of the initial five (5) year term and upon mutual agreement by both parties, the agreement may be extended for additional time upon written agreement by both parties.

ESTOPPEL CERTIFICATE: Tenant agrees to execute estoppel certificates or other certificates from time to time as reasonably requested by Lessor verifying that Lessor is not in default with respect to its obligations under the terms of this Lease and, further, containing such other provisions as are normally found in such certificates.

HOLDING OVER: If Tenant remains in possession of the Premises after the expiration of the term of this Lease, without the execution of a new Lease or renewal, then, at Lessor's written option, Tenant shall be deemed to be occupying the Premises as a month-to-month holdover Tenant, subject to all of the provisions of this Lease insofar as they are applicable to a month-to-month tenancy.

REMOVAL OF LIENS: Should Tenant cause liens to be placed against the demised premises or against any of Lessor's property and thereafter fail to remove said liens within ten (10) days after formal written demand by Lessor, then Lessor may terminate this Lease, Lessor may resume or take possession of this Premise, not forfeiting or waiving any rights Lessor may have as against Tenant as contained herein. In such event, Tenant shall be deemed to be in default of its obligations herein and shall be subject to the provisions contained in this Lease regarding default.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease Agreement as of the day and year first written above.

WITNESSES:

CITY OF MONROE, OHIO

By: _____

William Brock
City Manager

By: _____

Monroe Lending Library

EXHIBIT A

GENERAL RULES/POLICIES:

Facility maintenance emergencies shall be reported immediately when facility deficiencies are detected at 727-8953 during normal business hours (Monday — Friday between 8 a.m. and 5 p.m.) or by calling the Monroe Dispatch Center at 539-9234. All other maintenance requests shall be reported utilizing the service request form.

Facilities must be secured during non-business hours.

Profanity is prohibited at all times.

Facility is to remain non-smoking; facility including but not limited to adjacent lots and walkways.

Emergency contact list of names shall be posted at all times in a conspicuous place.

Use of the facility for anything other than its original intent is not permitted unless prior approval by Lessor has been granted. Notification of Lessor approved uses will be given to Tenant no later than 36 hours prior to use.

When tenant requires locks to be re-keyed, Lessor must be notified to coordinate change. Tenant is responsible for re-keying expenses.

Restrooms will be shared at all times with groups and individuals utilizing other portions of the building.

Exhibit B

Library & Community Room

6 East Avenue

