

RESOLUTION NO. 2020-38

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT PERMANENT PARCEL NUMBER 45-00484.000

WHEREAS, the City of Huron is the fee simple owner of 7.51 acres of certain real property located in the City of Huron, County of Erie, and State of Ohio, such real property being designated as having a property parcel number of 45-00486.000 by the Erie County Auditor;

WHEREAS, Raymond E. Enderle of 3006 Huron-Avery Road Huron, Ohio 44839 desires to lease from the City of Huron real property designated as having property parcel number 45-00486.000 by the Erie County Auditor;

WHEREAS, this Council desires to authorize the Interim City Manager to enter into a written lease agreement with Raymond E. Enderle for the lease of real property owned by the City of Huron and identified in the records of the Erie County Auditor as property parcel number of 45-00486.000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO:

SECTION 1: The Huron City Council authorizes the City Manager to execute the attached written Lease Agreement identified as "Exhibit A" on behalf of the City of Huron for the lease of certain real property situated in the City of Huron, County of Erie, State of Ohio, designated as having property parcel number 45-00486.000 by the Erie County Auditor.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 23 JUN 2020

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made by and between the City of Huron, an Ohio municipal corporation (“City”), and Raymond E. Enderle (“Lessee”) for the purpose of leasing to Lessee certain real property situated within the City and identified by property parcel number 45-00486.000 as reflected in the records of the Erie County Auditor (“Property”). Collectively, City and Lessee shall be referred to as the Parties.

WHEREAS, the Parties wish to memorialize the terms of their agreement to allow Lessee to conduct certain farming activities only on the Property;

NOW, THEREFORE, the parties agree as follows:

1. The City hereby leases unto Lessee the Property, 7.51 acres of real property identified in the records of the Erie County Auditor as property parcel number 45-00486.000 and further depicted in Exhibit “1” attached hereto and incorporated herein for the sole and exclusive purpose to permit Lessee to conduct agricultural farming operations on the Property and for no other purpose.
2. This Agreement shall be effective July 1, 2020 and shall terminate on February 28, 2021. Upon the expiration of this Lease Agreement on February 28, 2021, this Agreement shall automatically renew for a period of one year, and shall renew for successive one-year terms upon each successive termination date unless either party provides written notice to the other before February 1 of each year that said party is electing to not renew this Agreement, in which case the Lease shall not automatically renew and shall terminate consistent with the then-existing natural termination of the term. The right to successive automatic renewal periods of one year shall be void in the event that Lessee breaches any article stated herein during the stated term of this Lease Agreement or renewal of this Lease Agreement.
3. Lessee shall pay the City the amount of One Hundred Seventy Five Dollars (\$175.00) per acre leased, or fraction thereof, per year. Payment to the City is due and payable in full on or before July 1, 2020 for the initial term, and is due and payable in full on or before March 1 of each year during which this Lease Agreement is renewed. In the event any lease term consists of a period of time that is less than one year, Lessee shall pay to the City a pro-rated amount for the lease of each acre, or fraction thereof.
4. Lessee shall defend, hold the City harmless and indemnify the City against any and all actual or threatened actions, claims, costs, demands, expenses, fees, fines, judgments, liability, penalties or suits for personal injury, property damage, loss of life or property, regulatory enforcement actions/orders/decrees brought by any federal or state administrative agency or brought by a private person pursuant to any such federal, state, or local law, directly or indirectly relating to the acts or omissions of Lessee, the condition or use of the Property, environmental hazards permitted or created by Lessee, and including but not limited to all acts or claims

arising or claimed to arise in connection with Lessee's use and operation of the property.

As further security for this indemnification, Lessee shall obtain and keep in full force and effect during the term of this Agreement, general liability insurance, with limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000.00) for property damage. The City shall be listed as an additional insured by endorsement and proof of said coverages shall be provided to the City contemporaneous with Lessee's execution of this Lease and as periodically requested by the City thereafter. Said coverages shall provide that the City shall be given at least thirty (30) days written notification of an intent to cancel any coverage required by this Agreement. Prior to the commencement of any successive renewal periods, Lessee shall provide the City Manager with a Certificate from the insurance carrier attesting to the existence of such insurance, its term and proof of payment of the premium. The delivery of such Certificate and the maintenance of such policy or policies in good standing shall be a specific condition of this Lease, and if, at any time, such Certificate and the insurance it represents shall lapse, Lessee's right to use and occupy the leased property shall immediately cease and Lessee shall vacate the same.

The provisions of this paragraph 4 shall survive the Term of this Lease Agreement.

5. Lessee shall pay for maintenance, repair and replacements of the Property (if any) during the term of this Agreement and any renewal thereof. Lessee shall abide by all Federal, state and local laws, rules, regulations, orders, decrees, guidance, and any other authority during the Lessee's use of the Property, including but not limited to laws pertaining to environmental hazards and contaminants. It is incumbent upon Lessee to familiarize himself with all applicable laws and regulations. Lessee shall keep all areas of the Property, and any improvements installed thereon, in good repair and in a clean and sanitary condition, free and clear of all hazards and debris. Lessee acknowledges that the City shall have no obligation whatsoever to maintain, repair or replace the Property or any improvements thereon (if any), such items being the sole and exclusive responsibility and obligation of Lessee.
6. Notwithstanding any contrary provision of this Lease, either City or Lessee, during the term of this Lease Agreement, or renewal thereof, may terminate this Lease Agreement for any or no reason by written notice to the other party delivered at least sixty (60) days prior to the date of termination.
8. Upon termination of the Lease Agreement, at the option of the City, any improvements maintained by Lessee shall become the property of the City without compensation to Lessee or, if the City so elects, improvements that identified by the City shall be removed by Lessee and the property restored, as nearly as possible, to its condition existing prior to those improvements.

IN WITNESS WHEREOF, the parties have executed duplicates hereof this ____ day of _____, 2020.

THE CITY OF HURON, OHIO

Michael Spafford, Interim City Manager

RAYMOND ENDERLE

Raymond E. Enderle

APPROVED AS TO LEGAL FORM:

Law Director

EXHIBIT 1

