

ORDINANCE NO. 2020 - 12

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH KARVO COMPANIES INC. FOR OFFICE SPACE IN THE CASSIDY THEATRE AND PARKING LOT SPACE BEHIND THE SERVICE GARAGE AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. In accordance with the Charter and Ordinances of the City of Parma Heights, the Mayor is authorized and directed to enter into a Lease Agreement between the City of Parma Heights and the Karvo Companies, Inc., substantially in the form attached hereto as "Exhibit A" and made a part hereof by reference, as if fully rewritten, and as approved by the Director of the Law.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares this ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of this municipality and for the further reason it is necessary to enter into this Lease Agreement to provide office and parking space for employees of the State of Ohio who will be inspecting the US 42 repaving project; wherefore, this ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: 4-20-2020


PRESIDENT OF COUNCIL

ATTEST: Florence A. Boldan

4-20-2020
APPROVED

FILED WITH
THE MAYOR: 4-20-2020


MAYOR

EXHIBIT A

LEASE AGREEMENT

This Lease Agreement made this _____ day of March, 20____, between the City of Parma Heights, Ohio ("Lessor") and the Karvo Companies, Inc. ("Lessee"), for the lease of certain offices located on the lower level of the Cassidy Theatre – Basement Offices and sections of the empty parking lot behind the service garage in conjunction with the Pearl Road re-surfacing project.

WITNESSETH:

The Lessor, in consideration of the rents and covenants hereinafter contained to be paid and performed, does hereby lease to Lessee the following described premises ("Premises"):

The Description of Premises shall be:

The Cassidy Theatre – Basement Offices
6200 Pearl Road
Parma Heights, Ohio 44130

and

Sections of the Parking Lot located behind the Parma Heights Service Garage
6200 Pearl Road
Parma Heights, Ohio 44130

for employees of the State of Ohio inspecting the repaving on the US 42 project.

To have and to hold the same, together with the appurtenances thereto belonging, unto the said Lessee for and during the term commencing on the 1st day of April, 2020 ("Commencement Date"), for a duration of approximately sixteen (16) months which expires on or about the 31st day of July, 2021. Upon mutual agreement between Lessor and Lessee, the term may be extended for an additional period at a monthly rental rate to be determined by the parties at the time the term of the lease is extended.

Lessee shall pay to Lessor rent in monthly installments of \$1,200.00 due on the first day of the month commencing on the Commencement Date ("Rental Rate"). The Lessee is leasing the basement offices and sections of the parking lot in their present "AS IS" condition and is responsible for the installation and ongoing costs of separate additional phone lines, computer and security systems if so needed for their area of the Premises.

Lessee shall not use any other space in the Premises for any purpose whatsoever. All records needed stored shall be in secured areas within the leased area and in compliance with applicable fire code.

Lessee acknowledges that no changes or improvements to the interior or exterior of the Building shall occur without consent of the Lessor. All building improvements will meet Ohio Building Code and any other applicable laws or regulations.

If the portion of the Premises which Lessor is required to keep in good repair shall, without fault or neglect on Lessee's part, be destroyed or so injured by the elements or other cause as to render the Premises unfit for occupancy, and such destruction or injury can reasonably be repaired within sixty (60) days from the happening of such destruction or injury, then the Lessee shall not be entitled to surrender possession of the Premises nor shall Lessee's liability to pay rent under the Lease cease without the mutual consent of the parties hereto; but in case of any such destruction or injury, Lessor shall repair the same with all reasonable speed and shall complete such repairs within sixty (60) days from the happening of such injury; and if during such repairs the Lessee shall thereby be deprived of the occupancy of any portion of said premises, a proportionate allowance shall be made to Lessee from the rent, corresponding to the time during which and to the extent of the Premises of which Lessee shall be so deprived on account of the making of such repairs.

Lessee or Lessor may terminate this Lease by giving written notice to the other party no less than sixty (60) days prior to the effective date of the termination.

Whenever it shall be necessary for either party to send written notice to the other, they shall be sent to:

TO THE LESSOR:

Office of the Director of Public Service
Parma Heights City Hall
6281 Pearl Road
Parma Heights, Ohio 44310

TO THE LESSEE:

Karvo Companies
4524 Hudson Drive
Stow, Ohio 44224
David Mariola
dave.mariola@karvocompanies.com

Lessee shall tender all rental payments and other charges payable to Lessor to the following address:

Director of Finance
Parma Heights City Hall
6281 Pearl Road
Parma Heights, Ohio 44130

Lessor hereby covenants and agrees with Lessee that if Lessee shall perform all of the covenants and agreements herein agreed to be performed on its part, Lessee shall, at all times during the term hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner or let or hindrance from Lessor or any other person claiming an interest or right to the Premises under Lessor.

The terms, covenants and conditions contained in this Lease shall bind and insure to the benefit of the Lessor and Lessee, their legal representatives, and successors. Lessee shall not assign its interest in the Lease Agreement or sublet the Premises.

Lessee shall not commit or suffer any waste upon the Premises and shall deliver up the Premises at the expiration or termination of this Lease Agreement in as good order and condition as the same are found on the Commencement Date, reasonable use, natural wear and tear, and unavoidable casualty accepted, without the fault of Lessee.

Lessee assumes the risk of damage to or destruction, loss or pilferage of its fixtures or personal property within the Premises or loss suffered by Lessee's business to the extent such do not result from and are not caused, in whole or in part, by Lessor's intentional acts or negligence.

Lessee agrees to be responsible for its acts or omissions and those of its agents, contractors, and/or employees acting within the scope of their employment, which arises out of or relates to Lessee's use, occupancy or possession of the premises during the term of this Lease Agreement

The Lessee shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for its employees for the payment of any and all contributions or taxes and public employees retirement system, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by wages, salaries or other remuneration paid to persons employed by the Lessee on work performed under the terms of this agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said laws by any authorized state or federal officials.

The Lessee to the fullest extent permitted by Ohio law, and decisions there under, shall remain responsible for any and all personal injury and property damage incurred by the Lessee and/or including, but not limited to its officers, employees, successors, assigns, subcontractors, sub lessees etc. which is attributable to the negligent actions or omissions or reckless misconduct of the Lessee, and/or including, but not limited to its officers, employees, successors, assigns, subcontractors, sub lessees etc. while acting within the scope of their employment.

Lessee shall provide the following insurance coverage at the time this lease commences.

Worker's Compensation	Statutory requirements and benefits
Employers Liability	\$100,000.00
Broad Form Comprehensive General Liability	\$2,000,000.00 Combined Single Limit Coverage
Automobile Liability	\$1,000,000.00 Combined Single Limit
Professional Liability/Errors and Omissions Coverage	

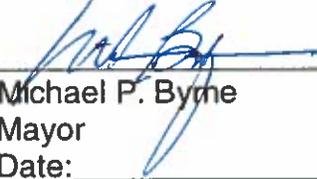
Lessee agrees to provide a current Certificate of Ohio Workers Compensation Compliance to the Lessor on an annual basis.

Lessee will defend all claims for damage to persons or property resulting from its acts or omissions and those of its agents, contractors and/or employees acting within the scope of their employment, which arises out of or relates to Lessee's use, occupancy or possession of the premises. Lessee will be liable for damage or loss to its personal property on the Premises.

In the event the Premises are damaged or destroyed by fire or other casualty, through no act or omission of Lessee, Lessor agrees to repair, restore or replace the same to a condition as good or better than before as soon as reasonably possible after insurance adjustments have been made; but, in any event, within six (6) months after such damage or destruction. Should the demised premises be rendered wholly untenable, Lessor may elect to repair or rebuild the demised premises as herein described or to terminate this Lease upon giving notice of such election, in writing, to Lessee within sixty (60) days after the occurrence of the event causing the damage.

IN WITNESS WHEREOF, Lessor and Lessee have, each by an Authorized representative, executed this Lease Agreement as of the date first written above.

FOR THE LESSOR:



Michael P. Byrne
Mayor
Date: _____

FOR THE LESSEE:

David Mariola
Karvo Companies
Date: _____