

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 17 - 16

TO APPROVE A NEW LEASE AGREEMENT WITH HAMILTON COUNTY, OHIO, FOR ITS USE OF THE CHEVIOT MUNICIPAL BUILDING FOR AREA COURT; AND TO DECLARE AN EMERGENCY.

WHEREAS, the City of Cheviot currently leases space to the Hamilton County Municipal Court for its use on Thursday evenings; and

WHEREAS, the current lease agreement expires on December 31, 2017; and

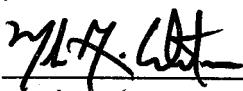
WHEREAS, it is the desire of the parties to enter into a new 3 year agreement;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:

Section 1. A new lease agreement with Hamilton County, Ohio, for its use of the Cheviot Municipal Building for area court is hereby approved. A copy of the said lease agreement is attached hereto and made a part hereof.

Section 2. The Law Director is authorized and directed to sign the agreement on behalf of the City of Cheviot.

Section 3. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the City of Cheviot to continue to receive rental payments at the earliest possible time.



Mark G. Waters
President of Council

June 20, 2017

Date passed

Samuel D. Keller
Mayor

Date approved

Attest:



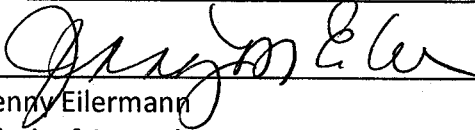
Jenny Eilermann
Clerk of Council

CERTIFICATION OF PUBLICATION

I, Jenny Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing ordinance, or a succinct summary, was published in the Western Hills Press, a newspaper of general circulation in the City of Cheviot, once per week for two consecutive weeks, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

1. 6-28, 2017, and

2. 7-5, 2017.



Jenny Eilermann
Clerk of Council

LEASE AGREEMENT

This lease is entered into by and between the City of Cheviot, Ohio (hereinafter referred to as "Lessor") and the Board of County Commissioners of Hamilton County, Ohio (hereinafter referred to as "Lessee"),

WITNESSETH:

WHEREAS, Lessee currently rents space from Lessor for the purpose of providing courtroom facilities for the Hamilton County Municipal Court, including judges chambers, facilities for the Clerk of Courts and seating for lawyers, witnesses and defendants; and

WHEREAS, the Lessor and Lessee desire to continue said arrangement on the terms and conditions hereinafter provided;

NOW, THEREFORE, BE IT AGREED as follows:

1. Lessor for and in consideration of the payment of the rent herein stipulated and the covenants, terms and conditions hereinafter contained, hereby grants, leases and demises to Lessee the exact same premises (including courtroom, judges chambers and workspace for the Clerk of Courts, together with seating for lawyers, witnesses and defendants) which are currently provided to the Hamilton County Municipal Court, said facilities known as Cheviot City Hall Council chambers at 3814 Harrison Avenue, Cincinnati, Ohio, 45211 and depicted in the attached Exhibit A, to have and to hold the same, together with the privileges and appurtenances thereunto during the time period(s) hereinafter specified beginning January 1, 2018 and ending December 31, 2020.
2. Lessor shall make the above premises available for the exclusive use of the Hamilton County Municipal Court each Thursday of each week throughout the term(s) of this lease between the hours of 6:00 p.m. and 12:00 a.m. Lessee shall have the right to remain in the premises past the hour of 12:00 a.m. in order to complete the docket for that date and shall not be assessed any additional fee for such extension.
3. Lessee shall have the option to extend the term of this lease for two (2) additional terms of one (1) year each by giving notice to Lessee of exercise of such option not less than sixty (60) days prior to the expiration of the then current term.
4. Lessor shall provide the following services during the term(s) of this lease:
 - a) Janitorial and maintenance services for the rooms and space designated herein to maintain them in a clean and orderly condition;
 - b) Utilities to include heat, light and electricity for the rooms and spaces designated;
 - c) All necessary repairs, including such repairs to and replacement of the furniture and furnishings owned by the Lessor as may be necessary for the efficient operation of the Hamilton County Municipal Court;
 - d) One telephone and one facsimile machine for local service.
5. The City of Cheviot, Ohio shall make police protection available on an emergency basis for the protection of life and property.

6. Lessee shall promptly repair any damage done to the leased property including, but not limited to, damage to furniture, walls, signs, or other furnishings within the leased property if such damage occurs during the exclusive usage period as outlined in paragraph 2 of this lease, ordinary wear and tear excepted.
7. Lessee shall pay the Lessor for the premises and furnishings designated herein the sum of Three Hundred Fifty Dollars (\$350.00) per weekly session actually held, the parties acknowledging that sessions are not held on holidays and may be canceled in the case of inclement weather. Lessor shall invoice Lessee quarterly and in arrears for the actual number of sessions held. Total rent for the initial term of this agreement shall not exceed Fifty Two Thousand Five Hundred Dollars (\$52,500.00).
8. It is understood and agreed that this lease shall be in force as herein above provided, unless during said period either party, by written notice by certified or registered mail to the other party sixty (60) days prior to the requested termination date, shall express its desire to the other party to terminate this agreement. Upon passage of sixty (60) days from receipt of the notice to terminate by the other party, this lease shall be deemed to have terminated and both parties released from their respective duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by the Lessor on the _____ day of _____, 2017 and by the Lessee on the _____ day of _____, 2017.

LESSEE:

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO

By: _____
Jeffery W. Aluotto
County Administrator

Signed and Acknowledged in
the Presence of:

LESSOR:

City of Cheviot, LLC

By: _____
Deborah M. Slaughter
Law Director

Signed and Acknowledged in
the Presence of:

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

Before me, _____, a Notary Public on this day personally appeared Deborah M. Slaughter, the Law Director of the City of Cheviot, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

Before me, _____, a Notary Public on this day personally appeared Jeffery W. Aluotto, Hamilton County Administrator, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

APPROVED AS TO FORM:

Assistant Prosecuting Attorney for the
Board of County Commissioners of Hamilton County, Ohio