

BY: Mickelson

RESOLUTION NO. 2022-44

A RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO A TEMPORARY LEASE AGREEMENT WITH THE GRANVILLE PUBLIC LIBRARY ASSOCIATION OF A PORTION OF VILLAGE HALL, 143 EAST BROADWAY

WHEREAS, the Granville Public Library will undergo a significant renovation beginning January 2023 and has requested use of a vacant portion of Village Hall to maintain services to the public; and

WHEREAS, as a demonstration of our strong community partnerships the Village of Granville desires to grant a temporary lease agreement with the Granville Public Library; and

WHEREAS, Village Council finds that it is in the public interest to have uninterrupted access to library resources and therefore Village Council further agrees this to be a lease at no cost to the Granville Public Library; and

WHEREAS, Village Council has determined that the temporary lease agreement shall be for a period beginning on December 26, 2022 and ending on February 28, 2023 with an option to extend the term of the lease by two weeks if operationally necessary; and therefore

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Granville, Ohio that:

Section I. The Village Manager is hereby authorized to enter into a temporary lease agreement with the Granville Public Library for space in Village Hall at 143 East Broadway.

Section II. The lease agreement is attached hereto, marked as Exhibit A, and is made a part hereof.

Section III. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 7th day of December, 2022.



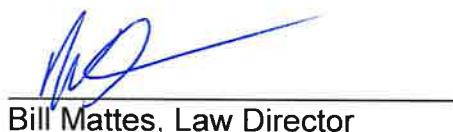
Mayor Melissa Hartfield

Attest:



Autumn Klein, Clerk of Council

Approved as to form:



Bill Mattes, Law Director

LEASE AGREEMENT

This **LEASE AGREEMENT** ("**Lease**") is made and entered into on this 8th day of December, 2022 ("**Effective Date**"), by and between **Village of Granville**, with an address of 141 E. Broadway, Granville, Ohio 43023 ("**Landlord**") and Granville Public Library Association, with an address of 217 E. Broadway, Granville, Ohio 43023 ("**Tenant**"), under the following circumstances:

AGREEMENT

A. Subject to approval by Granville Village Council via resolution, Landlord and Tenant agree to a short term zero-dollar Lease upon the following terms:

1. **Grant of Lease; Premises; Common Areas.**

a. Landlord, in consideration of the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, at no cost, and Tenant hereby rents from Landlord, vacant office space inside Granville Village Hall, 141 E. Broadway, Granville, Ohio 43023 ("Building"), namely the street level office part of the building known as 143 East Broadway, Granville, Ohio containing approximately six hundred eighty-nine (689) square feet ("Premises"). The Premises shall also include access to the common restroom facilities accessible in the Building, Monday through Friday during the hours Village Hall is open.

2. **Term.**

a. The term of this Lease shall be for two months, commencing on December 26, 2022, ("Effective Date") and terminating on February 28, 2023. Tenant may extend the Lease for two additional weeks if operationally necessary due to renovations at the Granville Public Library.

3. **Rent.**

a. Tenant and Landlord agree there will be no rent for the Lease.

4. **Use.** Tenant shall use the Premises for library services during the renovation of the Granville Public Library.

5. **Maintenance.**

a. Landlord covenants and agrees to maintain, repair and replace, at Landlord's sole expense, (i) the Building, including but not limited to, the roof and all structural elements, including walls, floors and foundations, and all exterior elements and portions of the Building, (ii) the parking areas, drives and other exterior improvements serving the Building, (iii) any common utility lines, pipes, conduits, equipment and systems that serve the Building, including but not limited

to, common HVAC systems, and (iv) all portions of the Building designed for the common use of all tenants and occupants of the Building. In addition, Landlord shall perform, at Landlord's sole expense, all landscaping maintenance and snow removal for the parking lot and common sidewalks, and all other maintenance activities in order to keep the Building and common areas in good order, condition and repair.

b. Tenant covenants and agrees to maintain, repair and replace, at Tenant's sole expense, all portions of the interior of the Premises, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entranceways, reasonable wear and tear, and casualty excepted. Tenant will not cause any waste or damage to the Premises, and shall repair, replace or restore all damage to the Premises or the Building caused by the negligent acts or omissions of Tenant or its agents, contractors, employees or invitees.

c. Tenant agrees to supply an appropriate fire suppressor canister and smoke detector for the Premises, and any other items required by law or requested by the Chief of the Granville Township Fire Department or his authorized representative which may be deemed necessary for the Tenant to lawfully operate in the Building or Premises.

d. Landlord agrees to supply missing outlet covers for electrical outlets.

6. Utilities. Landlord shall provide all utility services to the Building and Premises, including, but not limited to, water, sewer, gas, and electric.

7. Insurance.

a. Tenant agrees to keep in place insurance as shown on Exhibit 1 hereto for the duration of the Lease, with the Landlord listed as an additional insured under its policy for any covered loss during the term of the Lease.

8. Right of Entry. Landlord may enter the Premises at reasonable hours while Tenant is present and upon no less than one (1) business day prior written notice to Tenant, to inspect the Premises, to make repairs required of Landlord, or to install, modify, repair or replace any fixtures affecting the Premises or to allow necessary persons access to the space for Landlord's upcoming bid to renovate the space for the Granville Police Department.

9. Surrender of Premises. At the termination of this Lease, Tenant shall surrender the Premises in good condition and repair, reasonable wear, tear, and casualty excepted. If Tenant shall not remove all its personal property from the Premises upon termination of this Lease, Landlord may at its option remove all or part of said personal property in any manner that Landlord may choose, and store the same without liability to

Tenant for loss or damage thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such personal property.

10. **Quiet Enjoyment.** Tenant, upon performing all the terms, covenants and conditions on its part to be observed and performed under this Lease, may peaceably and quietly enjoy the Premises throughout the term, subject only to the terms of this Lease. Tenant agrees and warrants its hours of operation will be Monday through Thursday 10:00 a.m. to 7:00 p.m. and Friday and Saturday 10:00 a.m. to 6:00 p.m. and it shall at all times have no less than two (2) employees present during its hours of operation.

11. **Signage.** Subject to Landlord's express approval in writing, Tenant shall have the right to install signage on the exterior of the Building, Premises, and/or common areas, provided that all signage shall be installed in a good and workmanlike manner and in accordance with all applicable laws. Tenant shall maintain the sign in good condition and shall be responsible to Landlord for any costs incurred by Landlord in connection with the installation, use or maintenance of the sign. At the expiration of this Lease, Tenant shall remove the sign and shall repair any damage resulting from this removal.

12. **Notices.** Whenever under this Lease provisions are made for notice of any kind to Landlord or Tenant, it shall be deemed sufficient notice and sufficient service thereof if such notice is in writing and hand delivered.

13. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations or agreements, oral or written, not embodied herein or incorporated herein by reference shall be of any force or effect.

14. **Captions.** Paragraph captions are used for convenience only, and shall not limit or amplify or otherwise constitute a part of the provisions of this Lease.

15. **Construction.** This Lease has been negotiated at arm's length and between parties and their representatives sophisticated and knowledgeable in the matters dealt with in this Lease, and each party has had the opportunity to engage legal counsel to review this Agreement on such party's behalf. Accordingly, each provision of this Lease will be interpreted as though the parties equally participated in its drafting and no rule of law or legal decision that would require any ambiguity to be construed against the party that drafted this Lease will apply.

16. **Waiver.** The waiver by either party of any condition or covenant of this Lease shall not operate or be construed to be a further waiver of the same or any other condition or covenant.

LEASE AGREEMENT

Signature Page

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and delivered as of the date first written above.

LANDLORD:

VILLAGE OF GRANVILLE

By: Herb Kochler

Print Name: Herb Kochler

Title: Village Manager

STATE OF OHIO)
) SS:
COUNTY OF Licking)

The foregoing Lease Agreement was acknowledged before me, a Notary Public in and for said County and State, this 8th day of December, 2022, by Herb Kochler, as Village Manager on behalf of the Village of Granville.



AUTUMN KLEIN
Notary Public
State of Ohio
My Comm. Expires
July 17, 2027

Autumn Klein
Notary Public
My Commission Expires: July 17, 2027

TENANT:

GRANVILLE PUBLIC LIBRARY ASSOCIATION

By: Emily Shellhouse

Print Name: Emily Shellhouse

Title: Library Director

STATE OF OHIO)
COUNTY OF Licking) SS:)

The foregoing Lease Agreement was acknowledged before me, a Notary Public in and for said County and State, this 8th day of December, 2022, by Emily Shellhouse as Library Director on behalf of Granville Public Library.



AUTUMN KLEIN
Notary Public
State of Ohio
My Comm. Expires
July 17, 2027

Autumn Klein
Notary Public
My Commission Expires: July 17, 2027