

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A PARKING  
LEASE WITH THE BOARD OF EDUCATION OF THE  
CHAGRIN FALLS EXEMPTED VILLAGE SCHOOLS TO  
PROVIDE ADDITIONAL PARKING WITHIN THE BUSINESS  
DISTRICTS OF THE VILLAGE AND DECLARING AN  
EMERGENCY.**

WHEREAS, the Village desires to enter into a Lease with the Board of Education of the Chagrin Falls Exempted Village Schools to provide additional parking to reduce parking congestion within various Business Districts of the Village and for Central Business District employee parking; and

WHEREAS, the Board of Education of the Chagrin Falls Exempted Village Schools has now executed a Lease upon terms acceptable to the Law Director and Mayor.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:**

SECTION 1. The Mayor is authorized and directed to enter into a Lease with Board of Education of the Chagrin Falls Exempted Village Schools pursuant to the terms and conditions as set forth in the Lease Agreement which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to authorize the leasing of parking spaces as soon as possible in order to reduce parking congestion within the Business Districts of the Village and to provide for parking for Central Business District employees; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its

**ORDINANCE NO. 2017- 32**  
**INTRODUCED BY: MR. NEWELL**

passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: June 12, 2017

  
\_\_\_\_\_  
Karl Maersch, Council President

Submitted to the Mayor for his approval on this

13 day of June, 2017

Approved by the Mayor this

13 day of June, 2017

  
\_\_\_\_\_  
Mayor William Tomko

I hereby certify that Ordinance No. 2017- 32 was duly enacted on the 12 day of June, 2017, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

**EXHIBIT "A"**

**LEASE**

THIS INDENTURE OF LEASE, executed on June 6, 2017, and effective as of June 6, 2017, by and between the Board of Education of the Chagrin Falls Exempted Village Schools, hereinafter known as LESSOR and the VILLAGE OF CHAGRIN FALLS, OHIO, a municipal corporation, hereinafter known as LESSEE or VILLAGE.

**WITNESSETH**

**PREMISES:**

LESSOR and LESSEE mutually agree to lease a portion of certain premises owned by Lessor and situated in the Village of Chagrin Falls, County of Cuyahoga, and State of Ohio, which are more particularly described in Exhibit "A", attached hereto, together with appurtenances, for the purpose of a shared parking lot for permit parking in order to reduce parking congestion within various business districts of the Village and (Central Business District employee parking). As used herein, the term "Premises" refers to the following, subject to the following terms, exclusions and conditions of use.:

- (a) Thirty-two (32) parking spaces on the west side of parcel 932-07-014; and,
- (b) Thirty-four (34) parking spaces on the east side of parcel 932-08-013.

**TERM:**

The term of this Lease shall be for a period of two and one-half months, commencing on the 6<sup>th</sup> day of June, 2017 and ending on the 20<sup>th</sup> day of August, 2017. This Lease shall automatically terminate without renewal at the conclusion of the term.

**CONSIDERATION:**

In consideration for leasing the Premises, and in consideration of the mutual covenants herein contained, LESSEE agrees that it will:

- (a) Establish and maintain a permit parking system, whereby each car permitted to park, during the hours hereinafter set forth, shall obtain a permit issued by the Village, and pay Lessor the sum of Twenty Dollars (\$20.00) for each parking space, per month, prorated for partial months, for the thirty-two (32) parking spaces on the west side of Parcel 932-07-014, and for the thirty-four (34) parking spaces on the east side of Parcel 932-08-013. All the referenced parking spaces shall be located as depicted on Exhibit "B" attached hereto and made a part hereof.
- (b) LESSEE shall provide for enforcement of parking by permit only, removing and/or citing violators.

- (c) Suspension or termination of parking, including, if required, termination of this Lease in part or in whole may be invoked at the option of LESSOR in the event LESSOR determines that the leased space is required for use by LESSOR's construction contractor relative to construction activities at the Philomethian School. Notice of any such termination must be provided in writing at least ten (10) days to LESSEE. Temporary suspension of this Lease also may occur due to special and infrequent events such as school conferences or special events and school performances by students or staff.
- (d) Post signs as necessary to designate the parking zones, parking restrictions and time limits. Parking regulations shall be controlled by the Village for the thirty-two (32) and additional thirty-four (34) parking spaces during the summer recess spaces designated as "VILLAGE Permit Parking Only".
- (e) Remove all accumulated snow that reduce or interfere with the parking spaces provided to the Village, or any way interfere with access to such parking spaces from accumulated snow or from snow moved by mechanical or human means as necessary to the Premises, including the areas reserved for employees of LESSOR as shown on Exhibit "B".
- (f) Provide annually, and maintain, all striping, which shall be in a different color, for those parking spaces reserved for the Village, on the surface of the parking lot as shown on Exhibit "B", including those parking spaces reserved for the employees of the LESSOR as shown on Exhibit "B".
- (g) Make all minor repairs to the Premises, which shall include all areas of the LESSOR'S parking lot limited to crack filling and patching, and maintain such portions of the Premises adjacent to the LESSOR'S parking lot area as depicted on Exhibit "B", such as driveways, which would otherwise be required to be maintained by LESSOR, including minor maintenance and cleaning, and cleaning of catch basins. Any major patching or resurfacing or other capital expenditure for the Premises shall be at the sole and complete expense of the LESSOR who shall maintain the Premises in good condition to the extent LESSEE is not so required.
- (h) Provide parking enforcement patrols for the Premises on a daily basis.

LESSOR agrees that it will:

- (a) Cause resurfacing and major repairs to the Premises as necessary at the LESSOR'S sole cost and complete expense.

#### ASSIGNMENT AND SUBLETTING BY THE LESSEE:

LESSEE shall not assign this Lease or sublet any portion of the Premises without the express and prior written consent of the LESSOR. Any such assignment or subletting without the express written consent of the LESSOR shall be void and, at the sole option of the LESSOR, may cause a termination of this Lease.

#### WARRANTIES OF TITLE AND QUIET POSSESSION

LESSOR covenants that it is well seized of the Premises in fee simple and has full right to enter into this Lease and that LESSEE shall have quiet and peaceful possession of the Premises during the term hereof.

**INSURANCE:**

LESSEE, at LESSEE's sole cost and expense, shall provide general public liability insurance, including coverage for medical bills, bodily injury and property damage, insuring the LESSEE against accidents which occur on the Premises, with minimum coverage amounts, as follows: \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate. LESSEE shall name LESSOR as an additional insured on its general public liability policy of insurance.

**UTILITIES:**

LESSOR represents that the only utility expense for the subject Premises is electricity, which shall be the LESSOR'S responsibility, to the extent set forth herein.

**NOTICES:**

All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows:

**TO LESSOR:**

Board of Education of the Chagrin Falls Exempted Village Schools  
Attn: Treasurer  
400 East Washington Street  
Chagrin Falls, Ohio 44022  
E-mail: [Anne.Spano@chagrinschools.org](mailto:Anne.Spano@chagrinschools.org)

**TO LESSEE:**

VILLAGE OF CHAGRIN FALLS  
Attn: Chief Administrative Officer  
21 W. Washington St.  
Chagrin Falls OH 44022  
E-mail: [ben@chagrin-falls.org](mailto:ben@chagrin-falls.org)  
Phone Number: (440) 247-5050

The address to which any notice, demand or other writing will be given may be changed by written notice given by such party as above provided.

#### TAXES:

During the entire term of this Lease, LESSOR shall pay all special or local assessments that may be levied against the property by reason of improvements made thereon or on the Street or sidewalks surrounding the property. LESSOR reserves the right to contest any taxes or assessments or the amount thereof.

#### EMINENT DOMAIN:

If the Premises, or any part thereof which materially affects LESSEE's use of same, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be refunded to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

#### ENFORCEMENT:

LESSEE may install control measures upon LESSOR'S approval of same, which shall not be unreasonably withheld. Upon the termination of this Lease, LESSEE shall remove such control measures at its own expense, and restore those areas where control measures were installed to their original condition as of the commencement of this Lease. LESSEE may also enforce the parking limitations by ordinances governing the same, including the amount of penalties.

#### ARRANGEMENT OF PARKING AND RESERVATION OF LOADING/UNLOADING:

LESSOR and LESSEE have determined, on EXHIBIT "B" attached hereto the location of the permit parking, the LESSOR employee parking, and the areas where unobstructed loading and unloading for the buildings located on LESSOR'S property are to be accessible at all times and LESSEE shall indicate reservation of the loading/unloading zone through appropriate signs and enforcement.

#### MODIFICATION:

This Lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representations expressed or implied not contained in this Lease or the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally, but only by agreement in writing and signed by the party against whom enforcement of any waiver or change, modification or discharge is sought.

**MEMORANDUM OF LEASE:**

The parties hereto agree that a memorandum of this Lease may be executed and recorded at LESSEE'S expense in lieu of recording the entire Lease.

**CAPTIONS:**

The captions appearing under the section designation of this Lease are for the convenience and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

**QUIET ENJOYMENT:**

LESSOR represents that it has the full right and power to execute this Lease and to grant the estate leased herein and that LESSEE, upon the performance of all other terms, conditions and covenants herein contained, shall have, hold and peaceably enjoy the Premises during the lease term subject to all of the terms, covenants and conditions of this Lease.

**DEFAULT CLAUSE:**

In the event LESSEE is in default of any of the terms or obligations of the Lease, including timely payment of the considerations set forth in this Lease, LESSOR shall first give LESSEE notice with a period of at least thirty (30) days to cure such breach or violation, failing which the LESSOR may then pursue all rights and remedies available at law and in equity, including rights to terminate this Lease or retake possession of the Premises without termination.

**GOVERNING LAW:**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Ohio in which the property is located. The venue and jurisdiction for any legal proceeding to enforce this Lease shall be brought in the state and federal courts for Cuyahoga County, Ohio.

Approval of the terms and conditions contained in this Lease are subject to approval by the Village Council.


**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have set their hands this 9 day of June, 2017.


LESSOR:

BOARD OF EDUCATION OF THE  
CHAGRIN FALLS EXEMPTED  
VILLAGE SCHOOLS

By:   
Its: Treasurer

LESSEE:

VILLAGE OF CHAGRIN FALLS

By:   
Mayor William Tomko

APPROVED AS TO FORM:

  
Dale H. Markowitz, Director of Law



State of Ohio

SS:

County of Cuyahoga

Before me, a Notary Public, in and for said County and State, personally appeared Anne Spano by \_\_\_\_\_, its treasurer, who acknowledged that he/she did sign the foregoing instrument and the same is his/her free act and deed on behalf of the Board of Education of the Chagrin Falls Exempted Village Schools, and personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day of June, 2017.

Teresa L Benton

NOTARY PUBLIC



TERESA L. BENTON  
Notary Public, State of Ohio  
My Comm. Expires Sept. 24, 2018

State of Ohio

SS:

County of Cuyahoga

Before me, a Notary Public, in and for said County and State, personally appeared the Village of Chagrin Falls by William Tomko, its Mayor, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed on behalf of the Village of Chagrin Falls and personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13 day of June, 2017.

Elizabeth L DeBaggis  
NOTARY PUBLIC

**ELIZABETH L. DEBAGGIS**  
Notary Public - State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires April 25, 2021

**EXHIBIT "A"**

The existing parking spaces available on Parcel Nos. 932-07-014(B) and 932-08-013.

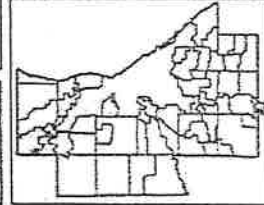
[The legal description to be obtained by LESSOR]

**EXHIBIT "B"**

**Parking Space locations to be added to aerial photo.**



# Cuyahoga MyPLACE



- Date Created: 3/14/2017
- Legend**
- Address Points
  - ⊗ Cuyahoga County Facility
  - \* Point Parcels
  - Right Of Way
  - Platted Centerlines
  - Parcels
  - Municipalities

1:1,691



Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**CUYAHOGA COUNTY**  
**GIS** GEOGRAPHICAL  
INFORMATION  
SYSTEMS

EXHIBIT 7 pp