

Sponsor R. Peters / Council

RESOLUTION NO. 18-20

A RESOLUTION AUTHORIZING THE MAYOR OR HIS SERVICE DIRECTOR TO ENTER INTO A NON-EXCLUSIVE FOUR SEASON LEASE AGREEMENT WITH THE BIG RED DIAMOND CLUB, INC., AN OHIO NOT FOR PROFIT CORPORATION, FOR THE USE THE HIGH STREET BALL FIELDS AND FOR THE ORGANIZATION AND OPERATION OF THE BASEBALL AND SOFTBALL PROGRAMS FOR THE CITY OF JACKSON AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson is the owner of the ball fields located on High Street described in the attached Lease Agreement and which serve a valid recreational purpose to the people of Jackson but presently serve no other municipal purpose; and

WHEREAS, the City finds it beneficial for the Big Red Diamond Club to organize and operate the baseball and softball programs previously organized and operated by the City; and

WHEREAS, the Big Red Diamond Club, Inc., is uniquely qualified to organize and operate the baseball and softball programs for the City and to provide that maintenance to the fields as set forth in the Lease Agreement; and

WHEREAS, in this time of State emergency, the ball program has not yet been organized and is not ready to begin, but with the lifting of the emergency restrictions, immediate action must be taken in order to organize and operate the ball program in the remaining time of ball season and that this matter constitutes an emergency as the ball program is beneficial to the health, safety and welfare of the City and its citizens; and

THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO THAT THE MAYOR OR HIS SERVICE DIRECTOR BE AND IS HEREBY AUTHORIZED TO EXECUTE THE LEASE AGREEMENT WITH THE BIG RED DIAMOND CLUB, INC., AS ATTACHED HERETO AS EXHIBIT "A" AND DECLARING AN EMERGENCY.

This matter is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio, for the reasons set forth herein.

In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law

It is hereby found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions were in a meeting open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

8th PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this day of JUNE, 2020.



President of Council

ATTEST:

Cindi R. Kuhn
Clerk of the Legislative Authority

Approved this 8th day of June, 2020.

Randy Brown
Mayor

EXHIBIT "A"

LEASE AGREEMENT

This Lease Agreement ("Lease") is made between the City of Jackson ("City") and Big Red Diamond Club ("Club"), an Ohio non-profit corporation, under the following circumstances:

A. The City owns certain real property upon which ball fields are located, specifically those ball fields are identified by the following tax numbers and locations as follows:

- 1) H140140004300 (Southeast corner of High and Main St intersection Eddie Jones Field))
- 2) H140130020702 (Northeast corner of High and Main St intersection Griff Field)
- 3) H140100207100 (Large tract covering North of Main St and both sides of High St Griff Field, 8u Field, t-ball Field & spill over parking lot)
- 4) H140130020704 (Northeast corner of High and Main, parking lot and concession/restroom/supply building)

The above premises shall include any dugouts, bleachers and parking areas, as located thereon (hereinafter referred to as "Ball Fields", "Real Property" or "Leased Premises");

B. The Articles of Incorporation of the Big Red Diamond Club provide that the corporation was formed for recreational baseball and softball.

C. Both parties desire for the Club to organize and operate the youth baseball and softball program within the City and to use of the Ball Fields, as described above, for that purpose for the benefit of the citizens and youth of the City.

ACCORDINGLY, the parties in consideration of their mutual promises agree as follows:

1. Lease. The City hereby grants a non-exclusive lease of the Ball Fields to Club, and Club leases the Ball Fields from the City. This Lease is non-exclusive and the City reserves the right to use the Leased Premises for its purposes provided that use by the City does not conflict with Club's use of the Ball Fields for its regularly scheduled practices or games or conflict with the Club's rental of the fields for baseball or softball practices, games or tournaments.
2. Term. The initial term of this Lease shall commence upon execution of the Agreement in 2020 and end October 31, ~~2022~~²⁰²¹ and shall include only the months of March through October of each year of the initial term and the same for any renewal term. This term may be extended by renewal as provided in this Lease. The term shall be subject to earlier termination as provided in this Lease.
3. Consideration. The consideration for this Lease shall be rent of One Dollar' per year, payable by Club to the City when the Lease is fully signed, and at annual intervals thereafter during any renewal term. As further consideration for this Lease, Club shall organize and operate a youth baseball and softball program for the City of Jackson at the Club's expense and shall, subject to paragraph 6 below, maintain the Lease Premises in a condition suitable for use as baseball or softball fields.
4. Renewals of the Term. This Lease may be renewed for successive seasons upon request of Big Red Diamond Club and upon approval of City.
5. Permitted Uses of the Real Property. The use of the Ball Fields by the Club shall be to organize and operate a youth baseball and softball program for the City of Jackson. In addition, the Club may rent the Leased Premises for baseball or softball practice, games or tournaments. The Club shall comply with all State and local ordinances, laws or executive orders and shall comply with all orders of the Directors of Health for the State and County including those orders related to Covid-19.

6. Maintenance. The City shall mow the fields and shall maintain the structures located at the Ball Fields in good condition. Club shall provide all other maintenance to the fields and property for its purposes for use as ball fields.

7. Utilities. The City shall provide electric, water, sewer and trash pickup utility services if already available. There is no obligation upon the City to initiate or provide services not previously utilized and provided at Ball Fields.

8. Real Property Tax. Operation of the Ball Fields are for the benefit of the City that constitutes a municipal purpose for which property may be exempt from real property taxes and it is the parties' intent that this property shall remain exempt as the program is being operated for the benefit of the City. If the property becomes non-exempt, Club shall pay all taxes which may be assessed and levied upon the Ball Fields.

9. Indemnification. During the term of this Lease, including any renewals, the Club at its expense shall obtain and carry comprehensive general liability insurance of limits referred of \$3,000,000 aggregate and \$100,000 property damage. The policies shall cover liability for occurrences in or on the Ball Fields, including structures, sidewalks, parking areas and entranceways and injury to persons. The Club shall produce proof of this insurance upon the City's request.

10. Condition of Real Property. The property is being offered by the City "as is" with no promises or guarantees for fitness for purpose. The Club shall keep the grounds within the Ball Fields free of trash and debris and shall not subject the Leased Premises to waste or deterioration other than normal "wear and tear".

11. Termination without Cause. The City may terminate this Lease without cause upon a 30-day written notice delivered to Club. The Club shall be entitled to the return of a pro-rata share of Rent upon termination without cause. The Club shall have no other recourse or claim against the City upon termination.

12. Termination with Cause. The City may terminate this Lease in the event the Club fails to cure a breach of the Lease within seven days after receiving notice of the breach. In addition, the City may immediately terminate this Lease in the event the Club dissolves or becomes defunct. If terminated for cause, the Club shall have no recourse or claim against the City.

13. Notice Addresses. Notice to the City may be made by mailing or delivering the notice to Office of the Mayor, Municipal Building, 145 Broadway Street, Jackson, Ohio 45640, or whatever other address the City provides to the Club. Notice to the Club may be made by mailing or delivering the notice to Club, c/o Matt Jenkins, Statutory Agent, 12 Apricot Lane, Jackson, Ohio 45640, or whatever other address and agent the Club provides to the City in writing.

14. Capacity to Lease. The City warrants that it has received authority from its City Council to enter this Lease. This Lease Agreement and any renewals shall be binding upon the City only upon approval of City Council as required for the lease of real property. Club warrants that it has received authority from its governing authority to enter this Lease Agreement.

15. Assignment of Lease. The Club may not assign any of its rights in this Lease. This provision shall not prevent the Club from renting the Leased Premises as permitted herein.

16. General Provisions.

a. Ohio Law. This Lease shall be interpreted according to the law of Ohio,

b. Severability. In the event that one or more provisions of this Lease are found to be invalid, illegal, or otherwise unenforceable, the remainder of this Lease shall be interpreted as if the invalid, illegal, or otherwise unenforceable provision or provisions were not in it.

c. Integrated Contract. This Lease constitutes the only agreement of the parties hereto and supersedes any prior understandings and written or oral agreements.

d. Amendments. This Lease may be modified or amended only by a writing signed by both parties.

e. Recording. The parties do not intend to record this Lease.

Agreed by:

Big Red Diamond Club, Inc.
By: Matt Jenkins
Date: _____, 2020

City of Jackson, Ohio
By: _____
Date: _____, 2020