

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 108-23 ADOPTED BY SAID COUNCIL ON Aug 28, 2023

*Kathy Patton*  
CLERK OF COUNCIL

*fully executed*  
RCA 23-122-6/12

**ORDINANCE NO. 108-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE BOARD OF MEDINA COUNTY COMMISSIONERS AND THE CITY OF MEDINA, OHIO FOR THE LEASE OF A PORTION OF THE MEDINA COUNTY COURTHOUSE COMPLEX KNOWN AS THE 1969 COURTHOUSE FOR THE PUBLIC PURPOSE OF OPERATING THE MEDINA MUNICIPAL COURT.**

**WHEREAS:** Section 307.09 of the Ohio Revised Code authorizes a board of county commissioners to lease county owned property to a municipal corporation of the State of Ohio for public purposes where such lease is consistent with the needs of the county for public use of the property, upon such terms as the board deems to be in the best interest of the county; and

**WHEREAS:** The City desires to use a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court, including the Municipal Clerk of Court's office and associated operations.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized to execute a Lease Agreement between the Board of Medina County Commissioners and the City of Medina, Ohio for the lease of a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court.

**SEC. 2:** That a copy of the Lease Agreement is marked Exhibit A attached hereto and incorporated herein.

**SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** August 28, 2023

**SIGNED:** John M. Coyne, III  
**President of Council**

**ATTEST:** Kathy Patton  
**Clerk of Council**

**APPROVED:** August 29, 2023

**SIGNED:** Dennis Hanwell  
**Mayor**

**1<sup>st</sup> Reading – June 26, 2023**  
**2<sup>nd</sup> Reading – July 10, 2023**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into as of this 3rd day of October 2023, by and between **THE BOARD OF COUNTY COMMISSIONERS, MEDINA COUNTY, OHIO** (referred to as the "County"), and the **CITY OF MEDINA, OHIO** (referred to as the "City").

**RECITALS:**

WHEREAS, section 307.09 of the Ohio Revised Code authorizes a board of county commissioners to lease county owned property to a municipal corporation of the State of Ohio for public purposes where such lease is consistent with the needs of the county for public use of the property, upon such terms as the board deems to be in the best interest of the county; and

WHEREAS, the City desires to use a portion of the Medina County Courthouse Complex known as the 1969 Courthouse for the public purpose of operating the Medina Municipal Court, including the Municipal Clerk of Court's office, and associated operations; and

WHEREAS, the County finds the City's proposed use of the 1969 Courthouse to be consistent with the needs of the County for the public use of the property, and that it would be in the interest of the County to enter into a long term lease under which the City will renovate the 1969 Courthouse to operate the City's municipal court and related operations.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 - PREMISES**

1.1 Lease. County hereby leases to City, and City hereby leases from County, upon the terms and conditions hereinafter stated, the specified portions of property defined as the "Premises" in Article 1.2 below.

1.2 Premises. The County Courthouse Complex consists of those buildings and facilities located at 93 public Square (herein referred to as the "1969 Courthouse"), 99 Public Square (herein referred to as the "1841 Courthouse"), and 225 Washington Street (herein referred to as the "2023 Courthouse"), Medina, Ohio. The portion of the county courthouse complex to be leased to the City is comprised of the following (collectively "Premises"):

(a) Areas of Exclusive Use. The City shall have exclusive use of that portion of the 1969 Courthouse, (93 Public Square) shown on **Exhibit A and Exhibit A/B**, both

of which are attached hereto and incorporated herein, containing a total of 28,222 square feet. (The County intends to continue to provide space, as required by the Ohio Revised Code, for the Medina County Law Library Resources Board to house the Medina County Law Library, in roughly the configuration called out on Exhibit A/B as such, and the space afforded for this purpose shall not be part of the leased premises.)

(b) Areas of Shared Use. Areas of shared use consist of areas within the 2023 Courthouse and 1841 Courthouse (including the security checkpoint area, the sally port area, the server room, and the in-custody corridor), consisting of 10,217 square feet, and exterior areas of the Courthouse Complex (including the parking areas, roadways, pedestrian sidewalks, delivery areas, and all other parking and access areas the use of which is required to make use of the 1969 Courthouse for Municipal Court purposes) that facilitate the City's access to and use of the 1969 Courthouse for Municipal Court purposes. These areas shall be used by both the County and City, and they are identified on **Exhibit A/B** and **Exhibit C**, both of which are attached hereto and incorporated herein.

## **ARTICLE 2 -TERM, RENT AND USE**

### **2.1 Lease Term.**

(a) The initial term ("Initial Term") of this Lease shall be for thirty-three (33) years commencing upon execution of the lease and County providing full access to the 1969 Courthouse.

(b) Provided City is not in default under any terms of this Lease, City shall have the option to renew this Lease for two (2) additional terms of ten (10) years each (the "Renewal Term"). Thereafter, if City has exercised its option of two renewals of ten years each, this lease shall automatically renew in ten (10) year increments, subject to the option of either County or City not to renew this Lease by giving the other party notice of non-renewal twelve (12) months in advance of the renewal date. Neither the City nor the County shall exercise the option to not renew this Lease without reasonable consideration of the impact of non-renewal on the other party. The parties may mutually agree at any time to amend this Lease to further extend its Lease Term. All of the terms and conditions of this Lease will be applicable during the Renewal Term unless modified by agreement of the County and City in writing.

(c) The Initial Term and, if exercised, the Renewal Terms, are herein collectively referred to as the "Lease Term."

### **2.2 Rent, Security Cost and Casualty Insurance Cost.**

2.2.1 Rent. As rental for the Initial Term of this Lease, City covenants and agrees to pay County, or County's assigns, without demand, deduction, abatement, or setoff an annual rental amount that shall consist of a variable rate at an initial amount of Twenty-Eight Thousand Two Hundred Twenty-Two Dollars (\$28,222) per year, subject to periodic increases as set forth in this paragraph based on an agreed upon price index (the "Variable Rental Rate"), plus

a fixed rate of Forty-Six Thousand Two Hundred Eighteen Dollars (\$46,218) (the “Fixed Rental Rate”). The parties hereto agree that the price index to be utilized for the purposes of determining increases in the Variable Rental Rate shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100, as compiled and published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor index (hereinafter, the “CPI-U”). In no event shall rent for the Initial Period or any Renewal Period ever be reduced based upon a downward change in the CPI-U. After completion of the Initial Term, should there be any subsequent Renewal Term(s) (whether occurring by option of the City or automatically per the terms of this Lease Agreement), the Fixed Rental Rate shall be eliminated and the rent for the Renewal Term shall only be based on the Variable Rental Rate. The initial Variable Rental Rate for this Lease at the beginning of the Initial Term is Twenty-Eight Thousand Two Hundred Twenty-Two Dollars (\$28,222), and the initial Variable Rental Rate for any subsequent Renewal Period shall be the Variable Rental Rate in effect at the end of the previous rental term, subject to an annual CPI-U adjustment. Beginning in the sixth (6<sup>th</sup>) Lease year of the initial term of the Lease and in each year thereafter, during the remainder of the Initial Term, as well as for any subsequent Renewal Term(s), the Variable Rent Rate shall be increased at the beginning of each Lease year by the percentage of increase, if any, in the CPI-U for the preceding year beginning in the month immediately preceding commencement of the immediately preceding year of this Lease, and ending in the month immediately preceding the commencement of the Lease year for which the adjustment is being made. County shall endeavor to notify City of any Rent increases within one month of the new rental amount taking effect, but any failure of the County to do so shall not affect the City’s obligation to pay the higher rent as of its effective date, and such higher rate shall be paid within thirty (30) days of written notice by County to City and shall be retroactive to the date of adjustment.

2.2.2 Security Cost. Due to the need for a shared security entry point for the 1969 Courthouse and the 2023 Courthouse, City shall pay the County twenty percent (20%) of the cost for security located at the security checkpoint area in the 2023 Courthouse. The security staffing configuration at the security checkpoint area currently consists of two deputies and one sergeant, and the City’s current annual share of the cost of this configuration is estimated at Seventy Thousand Dollars (\$70,000). Any change the County makes in the configuration and cost of checkpoint security shall be done in consultation with the City, and the costs adjusted accordingly. City shall provide separate security, in a form approved by the County, at City’s own expense, for any events or use of the Premises beyond the operational hours of the County Court.

2.2.3 Casualty Insurance Cost. City shall reimburse the County twenty percent (20%) of the cost to insure the 1969 courthouse from casualty events on an annual basis (“Casualty Insurance Cost”). This estimated annual cost to the City as its share to insure the 1969 courthouse building is, at the time of commencement of this lease, Ten Thousand Dollars (\$10,000). County shall endeavor to notify City of any changes in the Casualty Insurance Cost within one month after such changes take effect, but any failure of the County to do so shall not affect the City’s obligation to pay its share of the cost as of its effective date, and such cost shall be paid within thirty (30) days of written notice by County to City and shall be retroactive to the date of adjustment.

2.2.4 Payment Terms. Rent, Security Cost and Casualty Insurance Cost shall be payable each calendar quarter in advance on the first (1st) day of each calendar quarter

(January 1, April 1, July 1, October 1) (provided, however, to the extent that the first day of any month is a Sunday or a Holiday, then such payment shall be due on the next succeeding business day). The first installment of Rent, Security Cost and Casualty Insurance Cost shall be due and payable upon commencement of this Lease (it being understood that the initial payment shall be prorated from commencement of this Lease to the next quarterly installment date) and shall continue thereafter on the first (1st) day of each and every quarter during the Lease Term. Any partial quarter for the payment of Rent, Security Cost and Casualty Insurance Cost shall be prorated. City hereby acknowledges that City's late payment of Rent, Security Cost and Casualty Insurance Cost will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon County by any of its lenders. In the event Rent, Security Cost and Casualty Insurance Cost for any quarter shall be past due beyond the tenth (10th) day of such calendar quarter, then in addition to the Rent, Security Cost and Casualty Insurance Cost, City shall pay County a late charge equal to two and one-half percent (2.5%) of the unpaid Rent, Security Cost and Casualty Insurance Cost to reimburse County for the additional administrative obligations incurred by County. City and County hereby agree that such late charge represents a fair and reasonable estimate of the costs County will incur by reason of such late payment. County's acceptance of such late charge shall in no event constitute a waiver of City's Event of Default under Article 10 with respect to such overdue amount, nor prevent County's exercise of any of its other rights and remedies granted under this Lease.

2.2.5. Prior to the commencement of (and from time to time during) each calendar year of the Lease Term following commencement of this Lease, County shall give to City written estimates of City's share of Security Cost and Casualty Insurance Cost. Commencing with the first day of the calendar quarter following end of a Lease year, City shall pay such estimated amounts (less amounts, if any, previously paid toward such excess for such year) to County in equal quarterly installments over the remainder of such calendar year, in advance on the first day of each quarter during such year (or remaining quarters, if less than all of the year remains). Subject to the provisions of this Lease, County shall endeavor to furnish to City within a reasonable period after the end of each calendar year, a statement ("Reconciliation Statement") indicating in reasonable detail the Security Cost and Casualty Insurance Cost over such period, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust City's estimated payments to City's actual share as indicated by such annual Reconciliation Statement. Any payment due County shall be payable by City within thirty (30) days of receipt of Reconciliation Statement from County. Any amount due City shall be credited against installments next becoming due under this Section.

2.3 Use of Premises: The Premises shall be used only for the purposes of the operation of a municipal court. City shall, at City's own cost and expense, obtain any and all licenses and permits necessary for any such use. City shall not do or permit any act or thing on the Premises which (i) violates any applicable law or condition of the insurance coverage described in Section 4.3, (ii) might impair the value or usefulness of the Premises, or (iii) constitutes a public or private nuisance or waste. City shall be permitted full access to the Premises for conducting the operations of the municipal court and any court sponsored programs authorized by the municipal court judge. City shall provide

reasonable advance notice of its intended use of the Premises during times beyond the operational hours of the county court and shall be responsible for all costs associated with its use of the Premises when the county court is not in operation.

2.4 Flags. The County shall be solely responsible for flying flags and decisions made with respect to flying flags on the county courthouse complex. County does not object to the flying of the MIA/POW flag on the flag pole on the west lawn of the 1969 Courthouse, in recognition of the Medina Municipal Court's Veterans Treatment Court.

### ARTICLE 3 – REPAIRS, MAINTENANCE AND UTILITIES

3.1 (a) Maintenance of Premises. City shall, at City's cost and expense, be responsible for (a) maintaining and making necessary repairs or replacements to the structural components of the Premises (including the roof, foundation, footings, and exterior walls); (b) making necessary replacements of the HVAC systems or major components thereof; and (c) making any repairs required under the HVAC warranty, whether due to City's negligence. City shall promptly give County written notice of any damages in the Premises subject to repair. City shall, at City's own cost and expense, be responsible for (a) maintaining and repairing the interior and all other portions of the Premises, including, without limitation, repair and replacement of doors, windows, interior walls, floors, ceilings, and plumbing and lighting fixtures and (b) contracting out for maintenance services including routine HVAC maintenance and trash removal within the Premises. City shall not injure the Premises, but will maintain the Premises in an appropriately clean condition and in good repair and condition. Upon termination of this Lease, City shall surrender and deliver up the Premises to County in approximately the same condition in which it existed on commencement of this Lease, excepting ordinary wear and tear, damage arising from any cause not required to be repaired by City hereunder, and damage arising from fire or other casualty.

(b) Maintenance of Shared Areas. County shall, at County's cost and expense, be solely responsible for maintenance, repair, and replacement of all structural and non-structural areas of the Shared Areas in the same manner as outlined in section 3.1(a) set forth hereinabove.

(c) If the County or City fail to commence to make such repairs within thirty (30) days after written notice from the other, or fail to complete such repairs within ninety (90) days after written notice from the other (except where there has occurred an event of a force majeure nature whereupon such time periods shall be extended as is reasonable under the circumstances or in case of emergency where imminent waste to the Premises is either occurring or likely whereupon the above time periods shall be shortened to five (5) and thirty (30) days, respectively), the notifying party, at its option, may make such repairs and the other shall pay on demand the actual costs in making such repairs, plus a fee of five percent (5%) to cover overhead, provided that each party has acted in a commercially reasonable manner in connection with the making of and contracting for such repairs.

3.2 Landscaping. The County, at its sole expense, agrees to maintain landscaping at the county courthouse complex. The City agrees to maintain the landscaping in the area around the parking deck adjacent to the county courthouse complex. The City agrees to complete reasonably necessary snowplowing at the parking deck and the parking lot located on the county courthouse complex. The County agrees to clearing and maintaining the sidewalks and walkways at both the county courthouse complex and around the area of the adjacent parking deck. Exhibit C attached hereto and made part hereof more particularly details the areas to be maintained by each party.

3.3 Utilities. City shall maintain separate meters for water, electric, and gas service for the area of exclusive use identified in Exhibit A, and shall be responsible for associated and ongoing utility usage costs for that area. Due to the impracticality of separate metering of the County Law Library area of the 1969 Courthouse and the shared use areas, the City shall pay for all utility costs for the Medina County Law Library area and the County shall pay for all utility costs in the shared use areas.

#### **ARTICLE 4 – FIRE OR OTHER CASUALTY; INSURANCE**

4.1 Damage by Fire or Other Casualty. If at any time during the Lease Term the Premises, or any portion thereof, shall be damaged or destroyed by fire or other casualty, City shall have the election to terminate this Lease or to repair and reconstruct the Premises to the condition existing immediately prior to the casualty, unless otherwise required herein.

4.2 Rental During Damage Period. In any of the aforesaid circumstances, rent (and to the extent no municipal court activities are taking place on the Premises, Security Cost) shall abate proportionately during the period and to the extent that the Premises is unfit for use by City in the ordinary conduct of City's business. If City has elected to repair and restore the Premises and the Lease is not terminated under Article 4.1 above, this Lease shall continue in full force and effect, and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortages of labor or materials, acts of God, war, or other conditions beyond County's and City's reasonable control. In the event that this Lease is terminated as herein permitted, the County shall refund to City the prepaid rent (not accrued as of the date of damage or destruction) less any sum then owing County by City. If City is the cause of damage to Premises or the damage to Premises is caused an act of omission of City, sub-tenants, concessionaires, employees, agents, invitees, licensees, visitors or contractors, in such event the rent shall continue unabated until the Premises is restored.

4.3 Insurance.

(a) County covenants and agrees that from and after commencement of this Lease, County shall carry and maintain the insurance set forth as follows:

Property Casualty Insurance. A policy or policies of casualty insurance covering the building(s) and structures(s) that constitutes a part of the Premises. Such policy shall be in the broadest available "special form" or "all risks" coverage in an amount not less

than one hundred percent (100%) of the full replacement cost thereof from time to time during the Lease Term. Such policies shall provide protection against any peril included within the classification "Fire and Extended Coverage," against vandalism and malicious mischief, against theft, against sprinkler leakage (and including cost of demolition and debris removal). Replacement cost for purposes hereof shall be determined by way of agreement between the County and the City. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, unless the Lease is otherwise terminated as set forth herein. Upon termination of this Lease following a casualty as set forth herein, the proceeds shall be paid to County.

(b) City covenants and agrees that from and after commencement of this Lease, City shall carry and maintain, at City's sole cost and expense, the insurance set forth as follows:

General Commercial Liability Insurance. General Commercial Liability Insurance covering the Premises and City's use thereof against claims for personal or bodily injury or death or property damage occurring in, at or upon the Premises (including contractual liability coverage), such insurance to insure both City and, as additional named insured or certificate holder, County, and to afford protection to the limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, in respect to injury or death to any number of persons and all property damage arising out of any one (1) occurrence. This insurance coverage shall extend to any liability of City arising out of the indemnities provided for in this Lease.

(c) Insurance in General. All insurance required to be carried hereunder shall be issued by insurance companies licensed to do business in the state where the Premises is located. Any insurance policy required under this Lease by City shall name County as an "additional insured" or "certificate holder" with City providing certificates of insurance to County to evidence the existence and amounts of such insurance. All policies of insurance must contain a provision that the company writing said policy will give to County thirty (30) days' notice (and ten (10) days for non-payment of premiums) in writing in advance of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage which City may carry. City shall also furnish County with certificates of insurance evidencing renewal of any such policies at least thirty (30) days prior to the expiration thereof. City agrees that if City does not procure and maintain such insurance after written notice to City, County may (but shall not be required to) obtain such insurance on City's behalf and charge City the premiums therefore payable upon demand. City may carry such insurance under a blanket policy provided such blanket policy expressly affords the coverage required by this Lease by a County's protective liability endorsement or otherwise. County and its respective agents shall have the right from time to time to review such blanket policy.

4.4 Waiver of Subrogation. County and City each waive for themselves and their respective insurers any claims or rights either may have against the other (including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to County or City, as the case may be (whether or not such loss or damage is caused by the



fault, negligence, or other tortious conduct, acts, or omissions of County or City or their respective offices, directors, employees, agents, or invitees), to their respective property, the Premises, its contents, or to any other portion of the improvements located on the Premises. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto each, on behalf of their respective insurance companies insuring the property of either County or City against any such loss, waive any right of subrogation that County or City or their respective insurers may have against the other party or their respective insurance companies based upon an assignment from its insured. Each party to this Lease agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Article and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. The foregoing waiver shall be effective whether or not the parties maintain the required insurance.

#### **ARTICLE 5 - LIABILITY**

5.1 No Claim for Property Damage by Way of Subrogation or Assignment. All personal property located in or on the Premises is at the risk of City only. No party shall have any right or claim against County, its agents or employees, for property damage (whether caused by negligence, theft or the condition of the Premises) by way of subrogation, assignment or otherwise, City hereby waiving and relinquishing any such right.

5.2 Liability. City agrees that County shall not be responsible or liable to City, City's employees, agents, or invitees, for bodily injury or property damage occasioned by the acts or omissions of any other City or such other City's employees, agents, or invitees in, at or upon the Premises. This subsection does not remove the County's liability for damages and/or injuries caused by the County's negligence except for the waiver of property damage outlined hereinabove in subsection 5.1.

#### **ARTICLE 6 -ALTERATIONS, ADDITIONS, AND FIXTURES**

6.1 Alterations and Additions by City. After commencement of this Lease, City shall be permitted to make the alterations and improvements to the Premises approved by the County to facilitate the use of the 1969 Courthouse for Municipal Court purposes. Subsequent to the initial remodeling of the 1969 Courthouse by the City, the City shall not make alteration or additions to the Premises without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such alteration does not materially affect the structural integrity of the Premises, does not reduce the fair market value of the Premises below the value immediately before such alteration or addition, and does not impair the usefulness of the Premises. City shall ensure that all permitted alterations or additions to the Premises are effected with due diligence, in a good and workmanlike manner, in compliance with all applicable laws, permits, and zoning requirements, and promptly and fully paid for by City.

6.2 Fixtures. City may remove its trade fixtures, office supplies, and movable office furniture and equipment not attached to the Premises provided:

(a) Such removal is made prior to the expiration or termination of the Lease Term;

(b) City is not in default of any obligation or covenant under this Lease at the time of such removal; and

(c) City, at its sole cost and expense, promptly repairs all damage caused by such removal.

All other property at the Premises and any alteration or addition to the Premises and any other article attached or affixed to the floor, wall, or ceiling of the Premises shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, City hereby waiving all right to any payment or compensation therefore. If, however, County so requests in writing, City will, prior to the expiration or termination of this Lease, remove any and all alterations, additions, fixtures, equipment, and property placed or installed by City in the Premises and will repair, at City's sole cost and expense, any damage caused by such removal.

#### **ARTICLE 7 -ASSIGNMENT AND SUBLETTING**

City shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate City's leasehold interest or grant any concession or license within the Premises without prior written consent of County, which consent shall not unreasonably be withheld, conditioned or delayed. Any assignment shall not release City from any obligations hereunder. County shall not assign this Lease without prior written notice to the City and evidence of the assumption by County's assignee of all of County's obligations hereunder.

#### **ARTICLE 8 - ACCESS BY COUNTY**

County, its agents, and employees shall have access to and the right to enter upon the Premises at any reasonable time during normal business hours with reasonable prior notice to one of City's available officers or supervisors to examine the condition thereof (except that no notice shall be required in case of emergency), to make any repairs required to be made by County hereunder and for any other reasonable purpose.

#### **ARTICLE 9 - DEFAULT BY CITY**

9.1 Events of Default. Each of the following acts or omissions of City or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by City to timely pay rent or other payments hereunder within ten (10) days after the notice required by this Lease has been given by County to City of City's failure or refusal to pay;

(b) Failure to perform or observe any other covenant or condition of this Lease by City to be performed or observed upon the expiration of a period of thirty (30) days after the notice required by this Lease has been given by County to City of such failure, unless such performance or observance cannot be accomplished within such thirty (30) day period, in which case City shall commence to cure such failure within such thirty (30) day period and diligently pursue it to completion;

(c) If City shall make a general assignment for the benefit of creditors, shall admit in writing its inability to pay its debts as they become due, shall file a petition in bankruptcy, shall be adjudicated a bankrupt or insolvent, shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, shall file an answer admitting or reasonably shall fail to contest the material allegations of a petition filed against it in any such proceeding, shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of City or any material part of its properties or shall take any action looking toward any of the foregoing; or

(d) If, within sixty (60) days after the commencement of any proceeding against City seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment without the consent or acquiescence of City, of any trustee, receiver or liquidator of City or any material part of its properties, such appointment shall not have been vacated.

9.2 Remedies of County. Upon the occurrence of an Event of Default as enumerated above, and such default is not cured within the stated time permitted after written notice by County to City, County may, at County's option, file suit as against the City as permitted pursuant to Ohio law. County with this Lease shall be limited to suit for direct and proximate damages provided that County has given the notices as required herein. County shall not interfere or disrupt City's municipal court operations as required to be performed by Ohio law.

9.3 Exercise of Remedies by County. Exercise by County of the remedy set forth in Section 9.2 above shall not be deemed to be an acceptance of surrender of the Premises by City, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of County and City. No such alteration or security devices and no removal or other exercise of dominion by County over the property of City or others at the Premises shall be deemed unauthorized or constitute a conversion, City hereby consenting, after an Event of Default, to the aforesaid exercise of dominion over City's property within the Premises.

9.5 Cure of an Event of Default by County. If City should fail to make any payment or cure any default hereunder within the time herein permitted, County, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of City (and enter the Premises for such

purpose) and thereupon City shall be obligated to, and hereby agrees to pay County upon demand all reasonable costs, expenses, and disbursements (including reasonable attorneys' fees) incurred by County in taking such remedial action.

9.6 Default by County. In the event of any default by County, City will give County written notice specifying such default with particularity, and County shall thereupon have a reasonable period not to exceed thirty (30) days in which to cure any such default; provided, however, that if the nature of County's obligation is such that more than thirty (30) days after such notice are reasonably required for County's performance, then County shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion. Unless and until County fails to so cure any default within a reasonable time (considering the prevailing circumstances and the availability of the services necessary to cure such default) after such notice, City shall not have any remedy or cause of action by reason thereof. City with this Lease shall be limited to suit for direct and proximate damages provided that City has given the notices as required herein.

#### **ARTICLE 10 - NON-WAIVER**

10.1 Non-waiver by County. Neither acceptance of rent by County nor failure by County to complain of any action, non-action, or default of City shall constitute a waiver of any of County's rights hereunder. Waiver by County of any right for any default of City shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by County of City's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.2 Non-waiver by City. Neither payment of rent by City nor failure by City to complain of any action, non-action, or default of County shall constitute a waiver of any of City's rights hereunder. Waiver by City on any right for any default of County shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

#### **ARTICLE 11 - HOLDING OVER**

If City should remain in possession of the Premises after expiration of the Lease Term or the previously described renewal term thereof, without the execution by County and City of a new lease, then City shall be deemed to be occupying the Premises as a month-to-month City, subject to all of the covenants and conditions of this Lease, except that the rent for such tenancy shall be one hundred fifty percent (150%) of the rent in effect at the expiration of this Lease (prorated on the basis of a 365-day year for each day City remains in possession).

#### **ARTICLE 12- NOTICES**

Any notice or other written instrument required or permitted to be given or sent under the terms of this Lease shall be by writing, signed, and will be deemed given when (a) sent by recognized overnight or local delivery service requiring evidence of receipt, (b) sent by

certified mail, return receipt requested to the parties hereto as follows, or (c) emailed to the party at the email addresses listed below and is followed with a copy sent by overnight delivery or regular mail to the address specified below:

If to County:

County Administrator  
Office of the Board of Commissioners of Medina County  
144 North Broadway Street  
Medina, Ohio 44256

If to City:

Office of the Mayor  
City of Medina  
132 North Elmwood Avenue  
Medina, Ohio 44256

The date of receipt by the party to whom any notice or written instrument is sent, will be considered to be the date that such notice or other written instrument was delivered for all purposes of this Lease; provided, however, that notice sent by certified mail, return receipt requested shall be deemed delivered three (3) business days after being mailed.

### **ARTICLE 13 - DRIVEWAY, SIGNAGE AND EXTERIOR STORAGE**

13.1 Parking. City shall have a non-exclusive right to the driveway and common parking areas on the county courthouse complex, surface lots, and parking deck for use by the City, the City's employees, agents, customers, and invitees.

13.2 Signs. City shall have the right to place a sign on the front of the building identifying the municipal court's identification and operation on the Premises. Such sign will comply with all local codes as required by the applicable governmental agency. All costs of installation, construction, erection, illumination (where appropriate), maintenance, repair and removal of any of such signs shall be the sole obligation of City. Upon the expiration or earlier termination of this Lease, City shall remove all signage from the Premises and repair any damage caused by such removal. City's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 Severability. To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provisions of this Lease. Any provision of this Lease that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Lease or affecting the validity or enforceability of that provision or of any of the other

provisions of this Lease in any other jurisdiction.

14.2 Duty to Cooperate. Each party to this Lease agrees to cooperate and fully perform any further acts, and to execute and deliver any documents, which reasonably may be necessary to further and implement the provisions of this Lease.

14.3 Applicable Law. This Lease will be construed, administered, and enforced in accordance with the laws of the State of Ohio and all local regulations of the county and ordinances of the city where the Premises are located.

14.4 Authority. Each person executing this Lease, by his execution thereof, represents and warrants that he is fully authorized to do so, and that no further action or consent on the part of the party or entity for which he is acting is required for this Lease to be fully enforceable against such party following such execution.

14.5 Counterparts. This Lease may be executed in any number of identical counterparts, each of which, for all purposes is to be deemed an original, and all of which constitute, collectively, one agreement; but in making proof of this Lease, it will not be necessary to produce or account for more than one such counterpart.

14.6 Entire Agreement; Binding Effect. This Lease and any attached addenda or exhibits constitute the entire agreement between County and City. No prior written or prior contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by County and City. Article and paragraph captioned herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but this provision shall in no way alter the restrictions herein in connection with assignment and subletting by City.

14.7 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by County or City, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either County or City to the other under this Lease, including City's obligation to pay rent, or any other amount payable to County hereunder.

14.8 Gender; Number. Wherever the context so requires, the masculine gender will be deemed to include the feminine or neuter gender, all singular words will include the plural, and all plural words will include the singular.

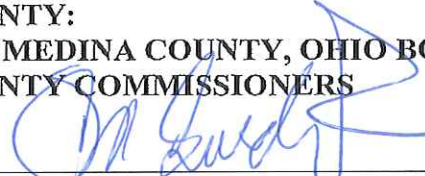
14.9 County Lien Waiver. County agrees to waive and release any liens which County may have against the Premises or City's personal property, trade fixtures, equipment, cash, or accounts receivable therein, whether any such lien is statutory, constitutional, or

contractual, or arises out of operation of law, or otherwise.

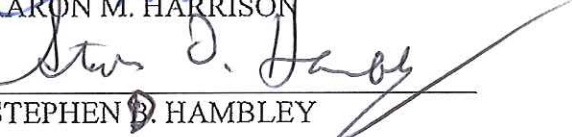
14.10 Quiet Possession. So long as City shall perform all of its material obligations under this Lease, City shall enjoy peaceful and quiet possession of the Premises against any party claiming through County.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement as of the date first written above.

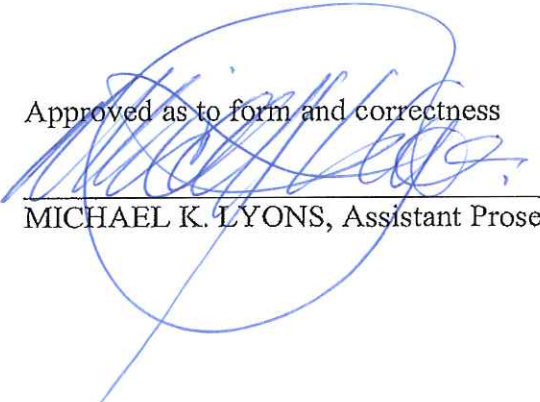
**COUNTY:**  
**THE MEDINA COUNTY, OHIO BOARD OF COUNTY COMMISSIONERS**

By:   
COLLEEN M. SWEDYK, President

By:   
AARON M. HARRISON

By:   
STEPHEN B. HAMBLEY

Approved as to form and correctness

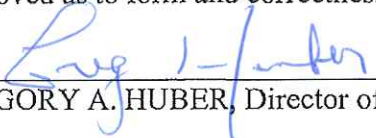


MICHAEL K. LYONS, Assistant Prosecuting Attorney

**CITY:**  
**CITY OF MEDINA**

By:   
DENNIS HANWELL, Mayor

Approved as to form and correctness:

  
GREGORY A. HUBER, Director of Law

ACKNOWLEDGMENT

STATE OF OHIO            )  
  )  
COUNTY OF MEDINA    )

SS:

**BEFORE ME**, A Notary Public in and for said County and State, personally appeared the above- named The Medina County, Ohio Board of County Commissioners, by Stephen B. Hambley, Aaron M. Harrison, and Colleen M. Swedyk, who acknowledged that he/she did sign the foregoing instrument and that same is the free authorized act and deed of said Board.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at Medina, Ohio this 3<sup>rd</sup> day of October, 2023.

This is an acknowledgment; no oath or affirmation has been administered.

Rhonda J. Beck  
NOTARY PUBLIC



RHONDA J. BECK  
Notary Public, State of Ohio  
My Commission Expires  
April 30, 2027



ACKNOWLEDGMENT

STATE OF OHIO            )  
  )  
COUNTY OF MEDINA    )

SS:

**BEFORE ME**, A Notary Public in and for said County and State, personally appeared the above- named City of Medina, Ohio, by Dennis Hanwell, its Mayor, who acknowledged that he/she did sign the foregoing instrument and that same is the free authorized act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at Medina, Ohio this 28th day of September, 2023.

This is an acknowledgment; no oath or affirmation has been administered.

Sherry A. Crow  
NOTARY PUBLIC

**SHERRY A. CROW**  
Notary Public  
State of Ohio, Medina County  
My Commission Expires 5-29-24

**FISCAL OFFICER'S CERTIFICATE**

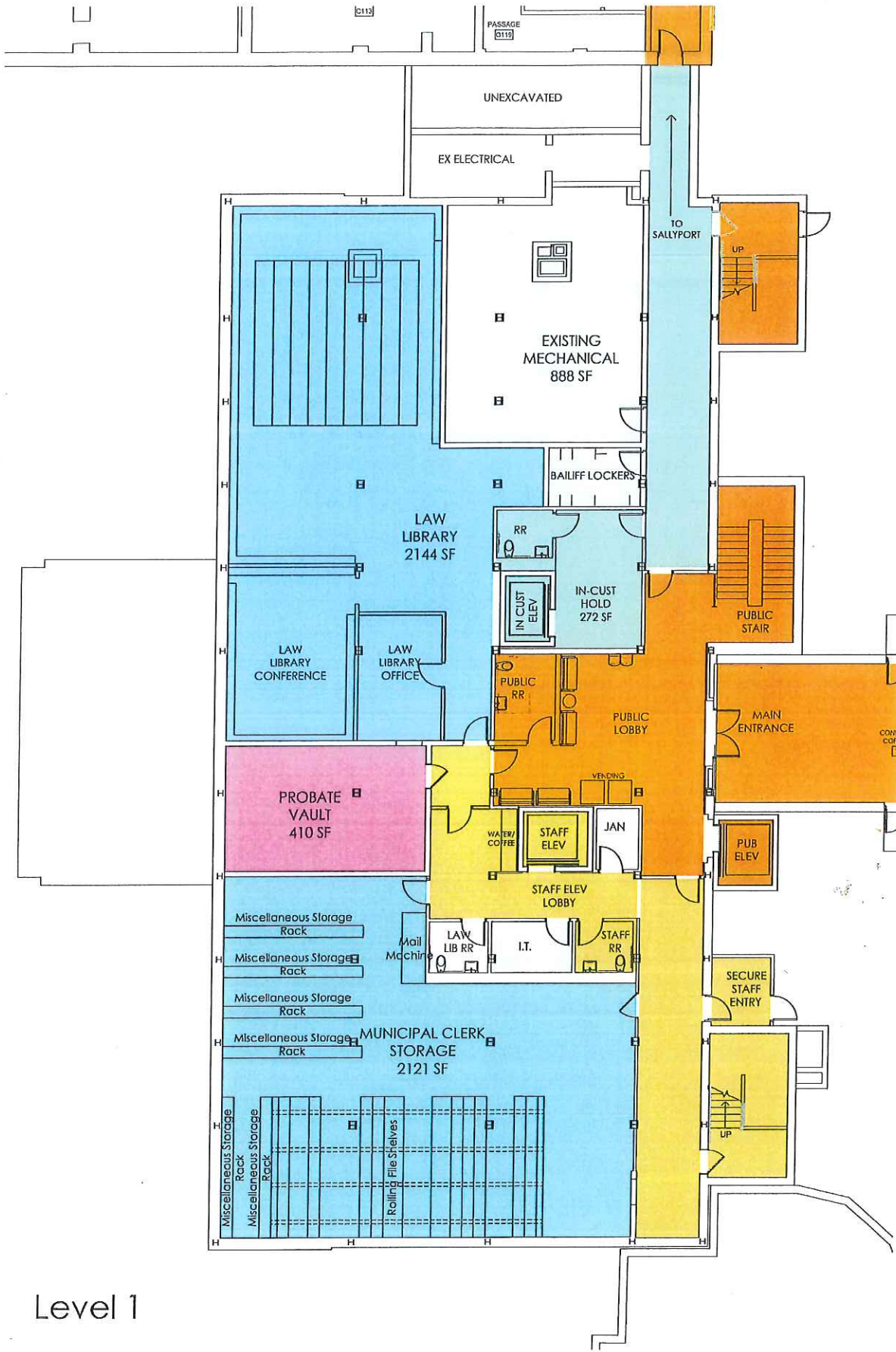
As the fiscal officer of the City of Medina, Ohio, I certify that as of the date of execution of the within Lease Agreement with the Medina County, Ohio Board of County Commissioners, the amount required to satisfy payments under the Lease Agreement in the initial year of said Lease has been fully appropriated, or authorized or directed for such purpose, and is in the Treasury or is in the process of collection and is free from any obligation or certification now outstanding.

Date: 9/28/, 2023

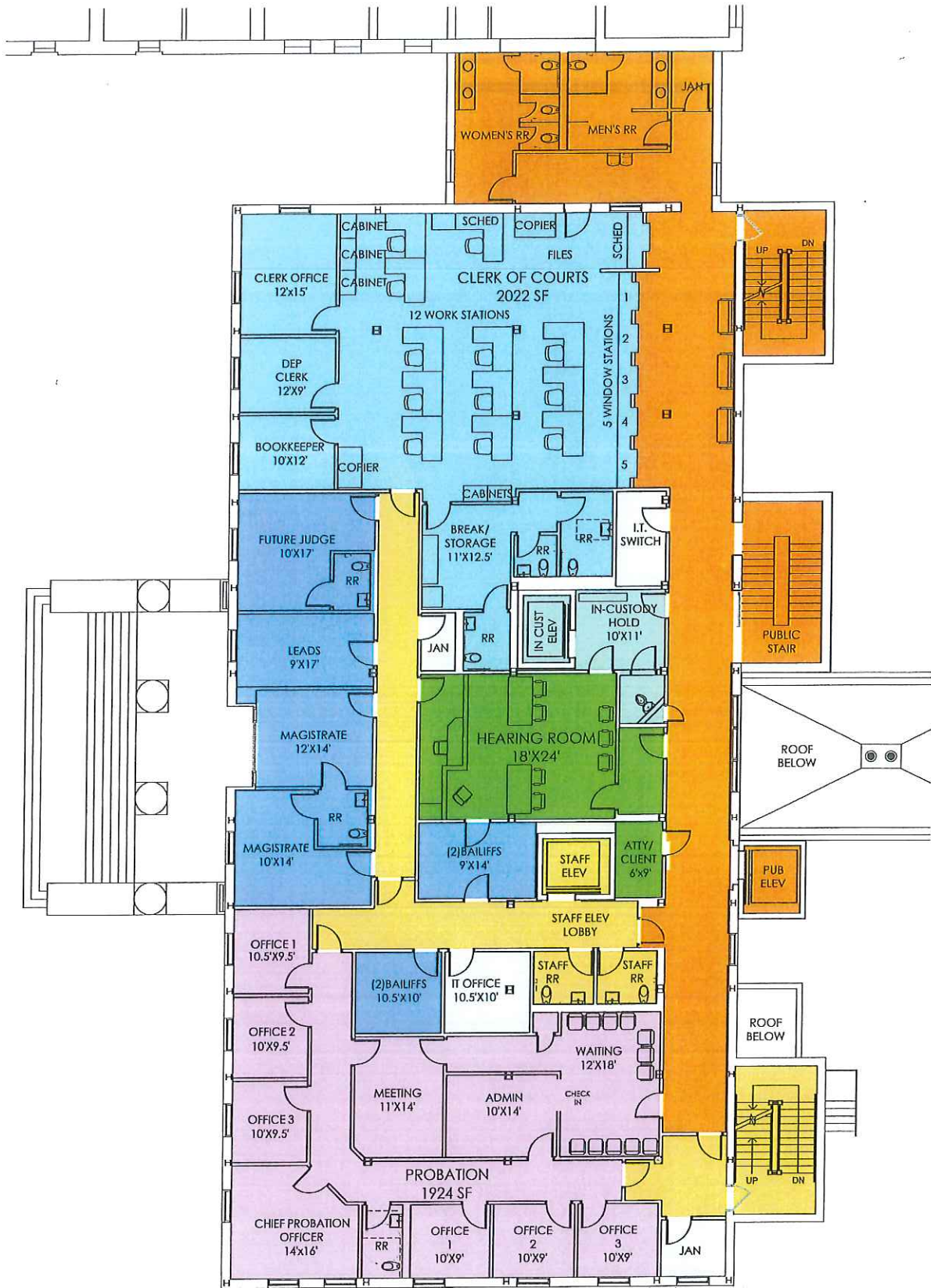


KEITH DIRHAM, Director of Finance  
City of Medina, Ohio

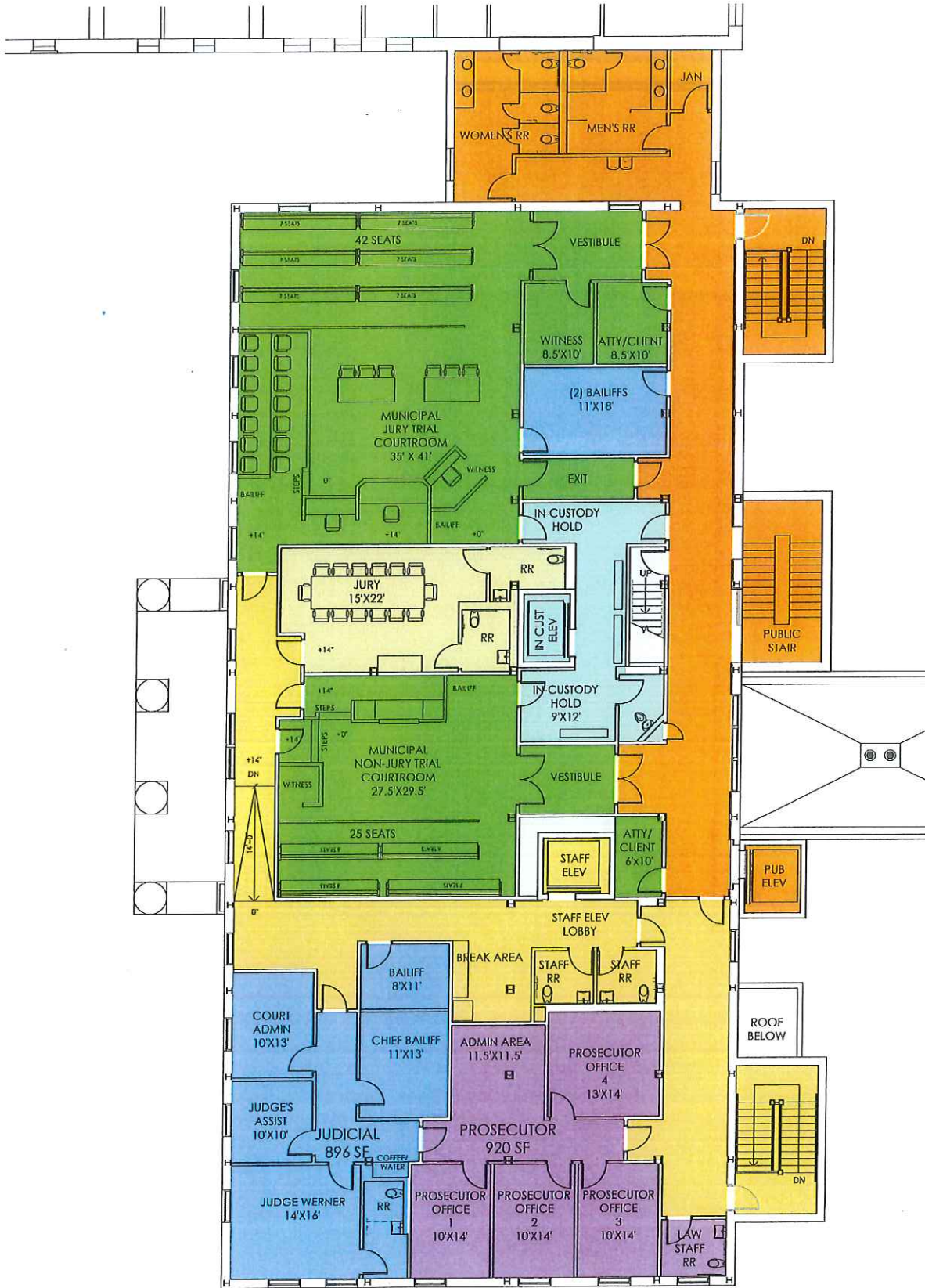
ORD. 108-23



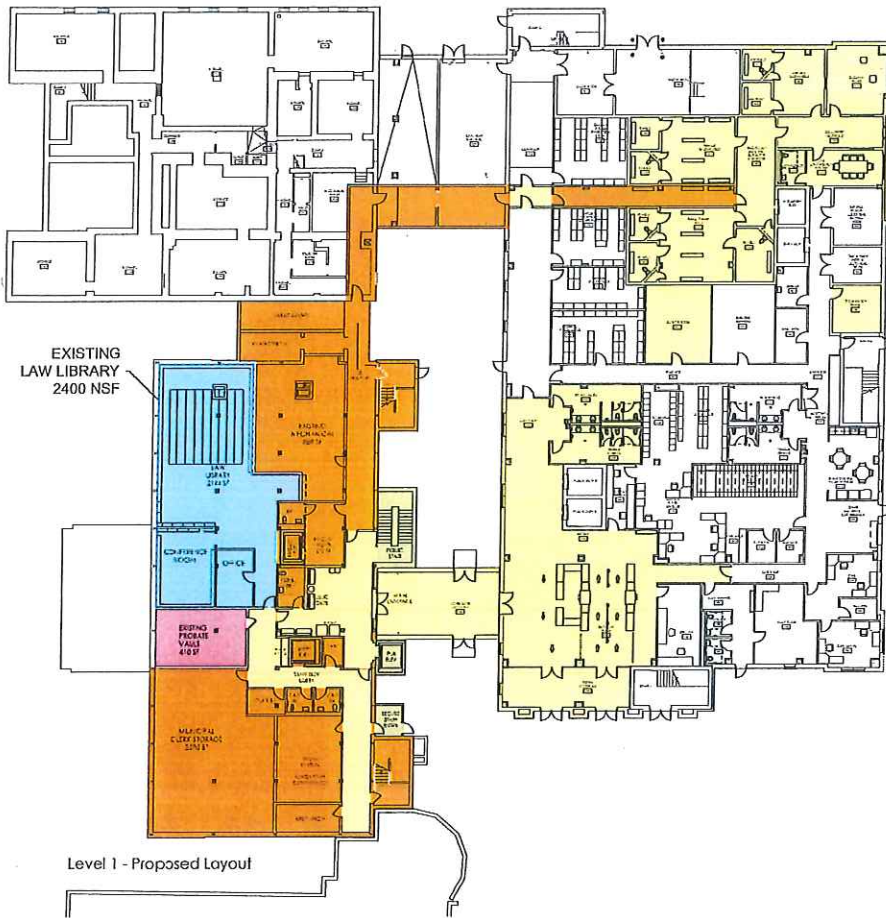
Level 1



Level 2



Level 3



EXISTING  
LAW LIBRARY  
2400 NSF

Level 1 - Proposed Layout

**EXISTING 1969 BUILDING GSF:**  
FIRST FLOOR 1969: 9,023 GSF  
FIRST FLOOR ANNEX: 639 GSF  
  
SECOND FLOOR 1969: 9,023 GSF  
SECOND FLOOR ANNEX: 639 GSF  
  
THIRD FLOOR 1969: 9,023 GSF  
THIRD FLOOR ANNEX: 639 GSF  
  
PENTHOUSE: 1,790 GSF  
  
TOTAL: 30,776 GSF

**USAGE CALCULATIONS:**

NEW COURTHOUSE 111,905 GSF  
SHARED COMMON AREAS 9,127 GSF  
CITY USE ONLY 1,789 GSF

1969 COURTHOUSE 30,776 GSF  
SHARED COMMON AREAS 1,285 GSF  
LAW LIBRARY AREA 2,144 NSF  
PROBATE VAULT 410 NSF

**COLOR LEGEND**

- SHARED AREAS  
PUBLIC ENTRY NEW BLDG: 4,113 GSF  
PUBLIC ENTRY 1969 BLDG: 605 NSF  
1969 STAFF CORRIDOR: 680 NSF  
SALLYPORT/HOLD AREAS: 4,425 GSF  
SERVER ROOM: 406 NSF  
IT DEMARK ROOM: 183 NSF
- CITY USE ONLY  
IN-CUSTODY CORRIDOR: 1,090 GSF  
FIRST FLOOR 1969 BUILDING: 7,108 GSF
- CITY - 1989 NEW CONSTRUCTION: 400 GSF
- LAW LIBRARY: 2,144 NSF
- PROBATE VAULT: 410 NSF

**REGULAR MEETING – TUESDAY, OCTOBER 3, 2023**

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Stephen D. Hambley          Aaron M. Harrison          Colleen M. Swedyk

Mr. Hambley offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Harrison.

**RESOLUTION NO. 23-0804**

**APPROVING A LEASE AGREEMENT WITH THE CITY OF MEDINA FOR USE OF THE 1969 MEDINA COUNTY COURTHOUSE FOR THE OPERATION OF THE MEDINA MUNICIPAL COURT**

**WHEREAS**, the City of Medina has requested that the Medina County Board of Commissioners facilitate the relocation of the Medina Municipal Court from its current location to the 1969 County Courthouse Building located at 93 Public Square, and

**WHEREAS**, the Board of County Commissioners has recently moved its remaining Court operations from the 1969 County Courthouse Building to other County Courthouse buildings and is now able to accommodate the request relocate the Medina Municipal Court to the 1969 County Courthouse Building, and

**WHEREAS**, the Board of County Commissioners finds the City's proposed use of the 1969 Courthouse Building to be consistent with the needs of the County for the public use of the property, and that it would be in the interest of the County and the City of Medina to enter into a long-term lease under which the City of Medina will renovate the 1969 Courthouse Building to operate the City's municipal court and related operations, and

**WHEREAS**, the City of Medina has now authorized and executed a lease agreement that formalizes the conditions and terms of the usage of the 1969 County Courthouse Building for the relocation of the Medina Municipal Court, and the Board of County Commissioners finds the lease agreement to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by this Board of County Commissioners that the lease agreement with the City of Medina for use of the 1969 County Courthouse Building for Medina Municipal Court operations, attached hereto as Exhibit A, be hereby approved, authorized, and executed.

Voting AYE thereon: Mr. Hambley, Mr. Harrison and Mrs. Swedyk

Adopted: October 3, 2023

Prepared by: County Administrator

**The Clerk of the Board of County Commissioners of Medina County, Ohio does hereby certify that the foregoing is a true and correct copy of the resolution adopted by said board**

on 10 / 3 / 23

*Rhonda J. Beck*