

RESOLUTION APPROVING LEASE AGREEMENT WITH THE MOVE CHURCH, ASHTABULA CITY

WHEREAS, there is a need for a new space to house the Connection Center, formerly located at the Donahoe Center in the Juvenile Court building; and

WHEREAS, there is space available at 4540 Park Avenue, Ashtabula, Ohio 44004 owned by The Move Church for the Connection Center; and

WHEREAS, Janet Discher, County Administrator, has presented a lease agreement with The Move Church for the approval of the Board, to-wit:

Lessee: Ashtabula County Commissioners
25 West Jefferson Street, Jefferson, OH 44047

Location: 4540 Park Ave., Ashtabula, OH 44004

Lease Period: Two years from this date (September 1, 2023 through August 30, 2025)

Cost: \$2,000 per month, payable on the first of each month for the term of the lease; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement, as noted above, is approved in accordance with the terms and conditions contained in the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-435

August 22, 2023

**RESOLUTION APPROVING LEASE AGREEMENT WITH THE MOVE CHURCH,
ASHTABULA CITY**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

LEASE

**Between the Ashtabula County Commissioners and
The Move Church**

This **LEASE AGREEMENT** (the "Lease") is made and entered into this ___ day of Aug, 2023 by The Move Church (hereinafter called "Lessor"), and between the Ashtabula County Commissioners (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor desires to lease and rent unto Lessee, and Lessee desires to rent and lease from Lessor a portion of the structures and grounds known as The Move Church located at 4540 Park Ave, Ashtabula, Ohio 44004. These premises are referred to in this Lease as "the premises", also described as Parcel Number 05-000-00-414-00 in Ashtabula County.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

ARTICLE ONE - TERM

1.01 **Term.** The term of this lease shall be for two years, commencing on ~~August 15, 2023~~ ^{September 1} and ending on ~~August 15, 2025~~ ^{September 1}.

1.02. **Option to Extend Term.** Lessee has the right to extend this Lease beyond the expiration date provided in Paragraph 1.01 on the following terms and conditions:

a. Lessee may request an option to extend this Lease by giving notice to Lessor of its desire to extend the Lease. To constitute effective notice of a desire to extend the Lease beyond the original term of Lease, Lessee must send written notice to Lessor no less than ninety (90) days prior to the Lease termination date. The Lessor will have thirty (30) days to respond to the written request with its intention to extend or not extend the Lease.

ARTICLE TWO - RENT

2.01 **Rent.** Lessee shall pay two thousand dollars (\$2000.00) per month, due on the first of each month from August 15, 2023 to August 15, 2025.

ARTICLE THREE - USE OF PREMISES

3.01 **Permitted Use.** Lessee may not sub-lease the premises. Lessee may not use the premises for any other purpose without the written consent of Lessor.

3.02 Waste Nuisance, or Illegal Uses. Lessee shall not use, or permit the use of, the premises in any manner that may result or results in the waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose. Lessee shall at all times maintain the premises in an aesthetically acceptable condition as determined by Lessor in its sole discretion.

ARTICLE FOUR – REPAIRS AND MAINTENANCE

4.01 Repairs and Maintenance by Lessor. Lessor shall, throughout the term of this Lease and any extensions of the term, at its own expense and risk, maintain the leased premises in good order and condition. Lessor shall make all repairs and replacements necessary to keep the premises and improvements in such good order and condition. Lessee is not responsible for any upkeep of fixtures, switches, movable equipment, furniture, toiletries, knobs, interior lighting, etc. All maintenance, repairs and replacements required by this section must be performed promptly when required and in a manner that will not cause depreciation in the value of the premises.

4.02 Lessor's Failure to Repair or Maintain. In the event Lessor fails to perform its obligation to maintain, as set forth in Paragraph 4.01, after notice from Lessee of the need for such maintenance and the passage of a reasonable amount of time for performance after such notice, Lessee may enter the premises and perform such maintenance or cause such maintenance to be performed, at its own expense. On Lessee's notice to Lessor of the performance and cost of any maintenance, any reasonable costs incurred by Lessee pursuant to this section, together with interest on any such sum at the highest legal rate from the date of the notice until the date paid by Lessor to Lessee.

ARTICLE FIVE – UTILITIES AND GARBAGE REMOVAL

5.01 Utility and Maintenance Charges. Lessor shall pay all utility charges for water/sewage, electricity, and gas used in and about the leased premises. Lessee shall be responsible for garbage.

5.02 Snow Removal. Lessee shall be responsible and bear the expense of any snow removal from the parking lot, sidewalks, and any other area on the premises.

ARTICLE SIX - ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.01 Consent of Lessor. Lessee shall not make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

6.02 Property of Lessor. All alterations, additions, or improvements made by Lessee shall become the property of the Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions and improvements installed or made by Lessee, and any other property placed on the premises by Lessee, on termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the premises caused by such removal. All personal property of Lessor located within or at the leased premises at the beginning of this lease, or subsequently placed at the premises, shall remain the property of Lessor and may be removed from the premises at the sole discretion of Lessor upon sixty (60) days advance notice to Lessee which sixty (60) days Lessee may waive. Such property shall include, but not be limited to, desks, chairs, radios and file cabinets.

ARTICLE SEVEN - TRADE FIXTURES AND SIGNS

7.01 Trade Fixtures. Lessee has the right at all times to erect or install shelves, bins, machinery, equipment, or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures installed by the Lessee at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the leased premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty days after Lessee has surrendered possession of the premises or prior to the entrance of any subsequent tenant onto the premises or use of the trade fixtures by Lessor.

7.02 Signs. Subject to Lessor's prior written approval, Lessee shall have the right to erect signs on any portion of the leased premises, including but not limited to, the exterior walls of the premises, subject to applicable laws, ordinances, and regulations. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE EIGHT - INSURANCE

8.01 Property Insurance. Lessee shall provide and maintain, in full force and effect, general liability insurance covering Lessee's activities under this Lease. This shall include coverage for

liability or casualty loss or claims arising from actions by or from the use or occupancy by Lessee of the premises used by the Lessee in performance of its duties under this Lease. Lessor shall be included as an additional insured on Lessee's liability insurance coverage. Lessee shall provide Lessor with a copy of Lessee's liability insurance policy before providing services in accordance with this Lease. Such coverage shall be in an amount of no less than \$360,000 per occurrence. Should the policy have a general aggregate limit, such aggregate limit must be not less than \$360,000.00. Lessee will provide Lessor with a copy of insurance each year.

ARTICLE NINE - DAMAGE OR DESTRUCTION OF PREMISES

9.01 Notice to Lessor If the leased premises, or any structures, fixtures, furniture, equipment or improvements on the leased premises, should be damaged or destroyed by fire, flood, theft or other casualty, Lessee shall give immediate written notice of the damage and, as far as known to Lessee, the cause of the damage.

9.02 Total Destruction If the building on the leased premises should be totally destroyed by fire, flood, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed as determined by Lessor, in their sole discretion, this Lease shall terminate.

9.03 Partial Destruction If the building or other improvements on the leased premises should be damaged by fire, flood, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonable be complete within sixty working days and at a cost not to exceed \$100,000.00 and provided there is no cost to the Lessor.

ARTICLE TEN - INSPECTION BY LESSOR

10.01 Lessee shall permit Lessor and Lessor's agents, representative, and employees to enter into and on the leased premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Lessor's interest in the leased premises or to perform Lessor's duties under this Lease.

ARTICLE ELEVEN - MISCELLANEOUS

11.01 Notices and Addresses All notices required under this Lease must be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: The Move Church, P.O. Box 95, Jefferson Ohio 44047

Lessee: Ashtabula County Commissioners, 25 W Jefferson Street, Jefferson, Ohio 44047

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

11.02 Parties Bound This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

11.03 Ohio Law to Apply This Lease shall be construed under, and in accordance with, the law of the State of Ohio, and all obligations of the parties created by this Lease are performable in Ashtabula County, Ohio.

11.04 Legal Construction In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Lease.

11.05 Amendment No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

11.07 Force Majeure Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

The undersigned Lessor and Lessee execute this Lease on August 17, 2023, at Ashtabula County, Ohio.

ASHTABULA COUNTY COMMISSIONERS

BY: _____


Casey Kozlowski, President

THE MOVE CHURCH

BY: _____


Samuel Vicente, Pastor

APPROVED AS TO FORM:

(See attached signature page)

Colleen O'Toole, Prosecuting Attorney, Ashtabula County, Ohio

Signature Page

Agreement Title: Connection Center Lease (BOCC and The Move Church)

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Date: , 2023

2023-CON-0096

Reviewed by: Christine Davis on August 9, 2023