

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Public Library, as Landlord, and the City, as Tenant, entered into a lease dated May 24, 2017, for the lease of space in the Avon Lake Public Library, 32649 Electric Boulevard, Avon Lake, for the purposes of the Tenant's Communications and Technology Department; and

WHEREAS, the initial term of the lease will expire on December 31, 2024; and

WHEREAS, the lease grants the City the option to extend the lease for five (5) successive terms of one (1) year each.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is authorized and directed to enter into the Amended and Restated Lease incorporating the terms set forth in Exhibit A and in the form and substance acceptable to the Mayor and the Law Director.

Section No. 2: 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 of any of its committees which resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to allow the Communications and Technology Department to remain in their current location and to provide a continuity of cable access services to the public and technology services to other departments in the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/12/2024

2<sup>nd</sup> reading: 2/26/2024

3<sup>rd</sup> reading:

PASSED: 3/11/2024

/s/ Martin E. O'Donnell  
President of Council

POSTED: 3/15/2024

APPROVED: 3/12/2024

ATTEST: /s/ Valerie E. Rosmarin  
Clerk of Council

/s/ Mark A. Spaetzel  
Mayor

## AMENDED AND RESTATED LEASE

**THIS AMENDED AND RESTATED LEASE** (“Lease”) made as of January 1, 2024, by and between the **AVON LAKE PUBLIC LIBRARY** (“Landlord”), having an office at 32649 Electric Boulevard, Avon Lake, Ohio 44012, and the **CITY OF AVON LAKE, OHIO** (“Tenant”), an Ohio municipal corporation having an office at 150 Avon Belden Road, Avon Lake, Ohio 44012.

**WHEREAS**, the Landlord and Tenant entered into that certain Lease dated May 24, 2017, for the lease of a space in the Avon Lake Public Library for the purposes of the Tenant’s Communications and Technology Department; and

**WHEREAS**, the Landlord desires to lease to the Tenant, and the Tenant desires to lease from the Landlord, this space for another lease term.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord leases to Tenant that space (the “Premises”) in the Avon Lake Public Library, 32649 Electric Boulevard, Avon Lake, Ohio (the “Property”), designated as the “Lease Area” on Exhibit A attached hereto.
2. During the term of this Lease, Tenant shall also have the non-exclusive right to use the common areas and elements of the Property, including but not limited to the drives, walkways, parking areas, entrance ways, hallways, elevators, stairways, and those interior areas providing access to the Premises.
3. The Premises may be used for activities of the Tenant’s Communications and Technology Department, including but not limited to operating a cable television public access studio, production of government access and public access television channels known as Avon Lake Community TV, recording and production of podcasts, administrative work related to the foregoing, and uses related or incidental thereto. The rules and regulations attached as Exhibit B hereto shall govern the conduct of the parties.
4. The term of this Lease is for a period of twelve (12) months commencing on January 1, 2024 (the “Commencement Date”), and terminating on December 31, 2024. Tenant shall have options to extend the term of this Lease for five (5) successive terms of one (1) year (twelve months) each. To exercise an option to extend, Tenant shall give notice in writing to Landlord at least thirty (30) days prior to the expiration of the then current term. As used herein, a “Lease Year” means each successive period of twelve (12) consecutive months commencing on the Commencement Date.
5. Tenant shall not be required to pay a security deposit to Landlord.
6. Landlord shall supply and pay for all utilities for the Premises and the Property. Tenant shall pay to Landlord, as rent for the Premises, five percent (5%) of the cost of electricity, gas, and water supplied to the Property during the term. Such payments shall be made within thirty (30) days after Landlord presents Tenant with invoices therefor. However, in

no event shall the amount Tenant is required to pay pursuant to this section for the first Lease Year exceed the sum of Six Thousand Dollars (\$6,000.00). Landlord and Tenant acknowledge that the cost of utilities can vary greatly during the term, but the parties agree that, during renewal terms, the amount Tenant is required to pay pursuant to this section for each Lease Year after the first Lease Year shall not exceed by One Thousand Dollars (\$1,000.00) the amount actually paid by Tenant pursuant to this section for the preceding Lease Year.

7. Landlord shall be responsible for all maintenance, repairs, and replacements required at the Premises due to normal wear and tear. Tenant shall repair any damage caused by negligent acts of its employees.
8. Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. All alterations, additions, or improvements to the Premises (other than removable trade fixtures) shall become the property of Landlord upon Tenant's vacating the Premises for any reason.
9. Tenant shall not commit waste on the Premises and shall keep the Premises in a good, clean condition and obey all laws and ordinances governing Tenant's use of the Premises. However, in no event shall Tenant be required to make any alterations or improvements to the Premises.
10. Upon the expiration of this Lease or upon the termination of this Lease for any cause, Tenant will at once peacefully surrender and deliver up to Landlord the whole of the Premises, together with all improvements thereon, in substantially the same condition at the time of the commencement of this Lease, ordinary wear and tear, damage by fire or other casualty and damage not attributable to Tenant or Tenant's employees excepted.
11. Tenant shall not allow anyone to share the Premises, nor shall Tenant assign, sublet, or transfer the Premises or any part thereof without Landlord's prior, written consent, which consent shall not unreasonably be withheld.
12. Occupancy by Tenant of the Premises beyond the term of this Lease shall be deemed on a month-to-month basis upon the same terms and conditions applicable to the original term, other than the term and options to extend.
13. In case of partial destruction or injury to the Premises by fire, the elements, or other casualty, Tenant shall have the right to terminate this Lease by giving notice to Landlord not later than ten (10) days after the date of such casualty. If Tenant does not elect to terminate this Lease, then Landlord shall repair the same with reasonable dispatch, in which event this Lease shall remain in full force and effect. In the event the Premises is rendered totally untenable by fire, the elements, or other casualty or be so injured or destroyed that Landlord shall decide within a reasonable time not to rebuild, the term hereby granted shall cease. Tenant shall not be required to pay rent for any period of time that Tenant is unable to use the Premises by reason of casualty or the making of repairs.
14. If the whole or any part of the Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, this Lease shall cease and terminate from the date of possession by such appropriating authority only in the event that

such taking results in denying Tenant the beneficial use of the Premises. All damages awarded for such taking shall be equitably apportioned between Landlord and Tenant.

15. At the termination of this Lease, Tenant shall be entitled to remove from the Premises Tenant's personal property and removable trade fixtures.
16. Tenant shall carry public liability insurance covering the Premises' and Tenant's use thereof with minimums of \$1 million on account of bodily injuries to or death of one or more persons and for property damage and shall deposit certificates of said policy or policies with Landlord. Said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.
17. Either party may terminate this Lease any time by giving the other written notice, which notice must be received no less than one hundred eighty (180) days prior to the date of termination specified in such notice.
18. In the event any term or provision of this Lease shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Lease shall be interpreted and construed as if such term or provision to the extent that same shall have been held invalid, illegal, or unenforceable had never been contained herein.
19. This Lease shall be construed according to the laws of the State of Ohio.
20. This Lease constitutes the entire agreement between the parties and no statement or representation of either party shall form a part hereof or be binding upon the parties hereto except as otherwise set forth herein. This Lease may be changed or modified only by written instrument signed by the parties hereto.

**CITY OF AVON LAKE, OHIO**

By:     /s/ Mark A. Spaetzel      
Mark Spaetzel, Mayor

**AVON LAKE PUBLIC LIBRARY,  
BOARD OF LIBRARY TRUSTEES**

By:     /s/ Deborah Yue      
Deborah Yue, President

STATE OF OHIO            )  
  ) SS:  
LORAIN COUNTY            )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Mark Spaetzle, known to me to be the Mayor of the above-named City of Avon Lake, Ohio, a municipal corporation, and acknowledged that he did sign the foregoing instrument on behalf of said municipal corporation, duly authorized, and that the same is his free act and deed as Mayor, and the free act and deed of said municipal corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Avon Lake, Ohio this 12th day of March, 2024.

*/s/ Valerie E. Rosmarin*  
\_\_\_\_\_  
Notary Public  
My Commission Expires  
September 18, 2024

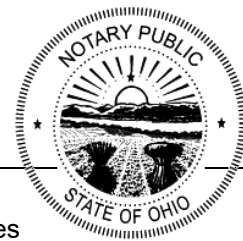


STATE OF OHIO            )  
  ) SS:  
LORAIN COUNTY            )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Deborah Yue, known to me to be the Board of Library Trustees President of the above-named Avon Lake Public Library, and acknowledged that she did sign the foregoing instrument on behalf of said public library, duly authorized, and that the same is her free act and deed as President of the Board of Library Trustees, and the free act and deed of said public library.

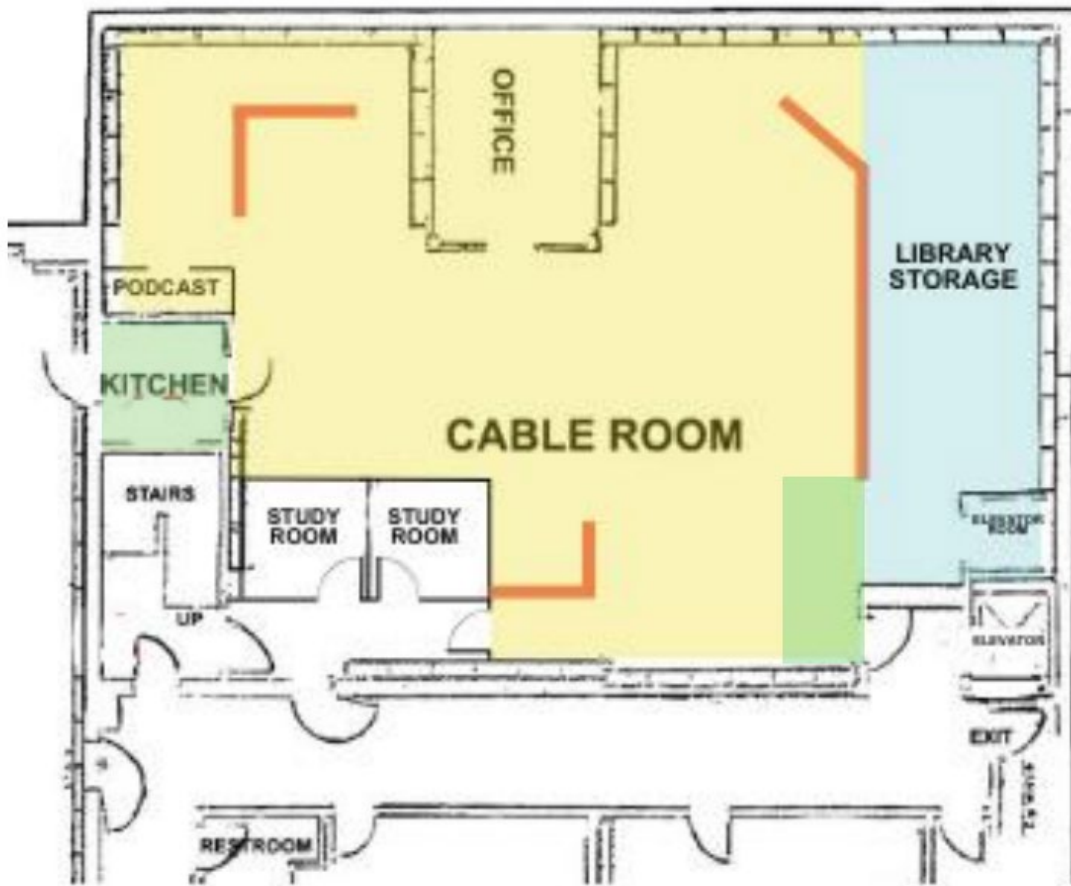
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Avon Lake, Ohio this 8th day of February, 2024

*/s/ Amy Margiotti*  
\_\_\_\_\_  
Notary Public  
My Commission Expires  
February 24, 2026



**EXHIBIT A**

**Layout**



- Lease Area (ALC-TV)
- ALPL Area
- Shared Areas
- Partial Walls

01/03/2024

## **EXHIBIT B**

### **Rules and Regulations**

1. Tenant's staff must pay the same rate as the public for the use of Library equipment, such as the copier, fax, laminator, and meeting rooms, beyond the Premises. Payment is due at the time of use.
2. Landlord shall provide a method to distinguish Tenant's staff and volunteers from the general public. All members of the general public are to be permitted downstairs during regular hours since the studio is a facility open to the public.
3. A responsible adult must be present in the Premises at all times it is open. Tenant's staff shall be responsible for supervising all youth in the studio. At closing time, Tenant's staff must supervise all youth until they leave the Premises.
4. Tenant will work with the Library staff in communication regarding arming the security system.