

North Canton City Council
Park & Recreation Committee

Ordinance No. 25 - 2018

An ordinance authorizing the Mayor of the City of North Canton to enter into a lease agreement between the City and North Canton Little League.

WHEREAS, the City and the Little League share the same goals and objectives of providing North Canton's youth, their families, and guests with little league fields and associated facilities; and

WHEREAS, the City recognizes the Little League's experience and expertise in managing and maintaining the little league playing/practice fields and associated facilities; and

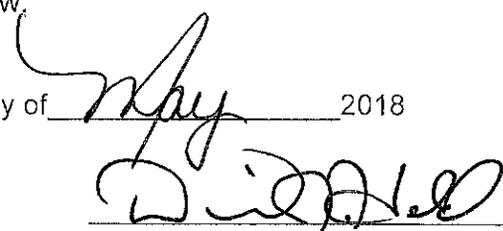
WHEREAS, City residents and guests will derive substantial benefits from the Little League's activities; and

WHEREAS, it is the City and the Little League's mutual desire that the Little League manage and maintain the Little League Park and associated facilities' day-to-day operations, as further detailed in the Lease Agreement and its exhibits attached hereto and incorporated herein.

WHEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton is hereby authorized to enter into a lease agreement between the City and North Canton Little League to manage and maintain the Little League Park and associated facilities' day-to-day operations, as further detailed in the Lease Agreement and its exhibits attached hereto and incorporated herein.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this 14th day of May 2018


David Held, Mayor

Signed: 5/19, 2018

ATTEST:


Mary Beth Bailey, Clerk of Council

LEASE AGREEMENT

This Lease Agreement "Lease" is made and entered into effective the 1st day of April 2018, by between the City of North Canton, an Ohio municipal corporation ("City" or "Lessor"), and the North Canton Little League, an Ohio non-profit corporation ("Little League" or "Lessee").

Now therefore, in consideration of the rents to be paid, and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

The City does hereby lease to the Little League, and the Little League does hereby take and lease from the City, the leased Premises ("Premises") described in Exhibit A, and shown outlined in red on Exhibit B, both of which exhibits are attached and by this reference incorporated herein for all purposes as if here set forth at length, together with all improvements located thereon, as part of the Premises.

1. **Term:** The term of this Lease shall be 15 years, beginning on the 1st day of April 2018, and ending on the 31st day of March 2033, except as otherwise subsequently provided. The Little League shall have an option for an additional 15 years upon mutually agreed terms and conditions, provided the Little League is not in default of the terms and conditions of this Lease.
2. **Rental:** The Little League agrees to pay to the City as rent for the Premises the sum of \$1.00 per year totaling \$15.00 for the full term, which rental shall be paid upon execution of this Lease.
3. **Purposes:** The Premises shall be used for baseball and softball playing fields during daylight hours for use by the youth of the City of North Canton and the

North Canton City School District who are members of the North Canton Little League as scheduled by the North Canton Little League. Lighting of the fields requires approval of City Council.

4. **Buildings and Improvements:** The Little League may, at its sole cost and expense, and with the City's written consent, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit the Premises for such use. All buildings, fixtures and improvements of every kind installed by the Little League shall become the property of the City at the time of vacation, and the Little League agrees to sell, assign, transfer and set over to the City all of the Little League's right, title and interest in the buildings, fixtures, improvements and any personal property not removed by the Little League, for the sum of \$1.00.
5. **Premises:** Written approval from the City must be obtained in advance before any field beyond the eight existing can be added. Any variations from the existing locations must be approved in advance and by the City in writing.
6. **Taxes & Utilities:** The Little League shall pay all taxes levied and assessed upon the real estate leased and any personal property, buildings, fixtures and improvements belonging to the Little League and located upon the Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority. The Little League shall pay all utility expenses on said Premises, except for water utility expenses.
7. **Repairs and Maintenance:** The Little League agrees to make any improvements and repairs at Little League's sole cost and expense, and agrees to keep the Premises safe and maintained in the same condition and shall further maintain the Premises in a condition so as to be sanctioned by the leagues using the playing fields at all times during the term, and upon expiration of this lease, or at any sooner termination, the Little League will quit and surrender possession of the Premises peaceably and in as good order and condition as the Premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; the Little League further agrees to leave the Premises free from all nuisance and dangerous and defective conditions.
8. **Landscape:** The Little League shall not remove any tree or brush having a trunk size more than one inch in diameter without prior written approval of the Director of Administration.

9. **Water and Irrigation:** Having installed at its own cost, the City shall maintain, at its sole discretion, a monitoring/irrigation well (the "Well") on the Premises. The Little League shall have the right to interconnect the irrigation system located on the Premises to the Well, at its own cost, and draw water from it, for watering the Premises. The Little League shall be solely responsible for maintaining such interconnection and irrigation system at its own cost.

The privilege to access water from the Well shall be automatically deemed void if the Little League breaches this Agreement.

Only persons employed by the City, or specifically authorized by the Mayor of the City of North Canton, in writing, shall be permitted physical access to the Well for any purpose.

The Little League agrees that it shall not water the Premises described in the Lease during any Water Conservation Period declared by the City pursuant to North Canton Ordinance No. 44- 2000.

10. **Security:** The Little League shall fully secure the Premises to prevent encroachment, vandalism, burglary, or other use or abuse.

11. **Assignment and Mortgage:** Neither Premises, nor any portion thereof, shall be sublet, nor shall this Lease, or any interest in it be assigned, hypothecated or mortgaged by the Little League, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect, and shall confer no rights upon any assignee, successor in interest, sublease, mortgagee or pledgee, and shall be a material breach of this Lease.

In the event that the Little League shall become incompetent, bankrupt cease to exist as a legal entity, or insolvent, or should a guardian, trustee, or receiver be appointed to administer the Little League's business or affairs, neither this Lease nor any interest here shall become an asset of such guardian, trustee or receiver, and in the event of the appointment of any such guardian, trustee, or receiver, this Lease shall immediately terminate and end.

12. **Liability:** The Little League shall save the City harmless from any loss, cost or damage that may arise in connection with this Lease or the use of Premises by the Little League, or its agents, or employees, or any other person using the Premises; and the Little League agrees to deliver to the City upon the execution of this Lease two executed copies of a continuing public liability and property damage insurance policy satisfactory to the City, indemnifying and holding the City harmless against any and all claims, in the amount of \$500,000 for injury to any one person and \$100,000 for property damage, and shall keep the same in force during the term of this Lease.

13. **Mechanic's Liens:** The Little League agrees that at least 30 days before any construction work, labor or materials are performed, used or expended by the Little League or on the Little League's behalf by any person, firm or corporation or by any contractor that the Little League will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of the City, giving notice that the City is not responsible for any work, labor or materials used or expended or to be used or expended on the Premises.
14. **Additional Little League Obligation:** The Little League shall at all times maintain a maximum of eight playing fields for baseball and softball. The Premises shall be available for use by athletes regardless of gender. The Little League shall not receive any profit from the use of the Premises other than monies earned from officially sanctioned fundraising activities of the North Canton Little League. Parking locations will be determined by the Lessor. No parking shall be permitted on public streets. There shall be no parking for any purpose west of the baseball fields. The playing fields shall be available for use by North Canton Little League participants, who shall be residents of the City of North Canton and/or attendees of the North Canton City School District.
15. **Default:** In the event that the Little League shall be in default of any of the terms and conditions of this Lease, the City shall notify the Little League of such default and provide it 60 days to remedy such default. If after 60 days the Little League fails to remedy the default, the City may terminate this lease, and may enter upon the Premises and remove all persons and property. In the event the City shall bring legal action to enforce any of the terms and conditions of this Lease, or to obtain possession of the Premises by reason of any default of the Little League, the Little League agrees to pay the City all costs, including legal fees, of such action.
16. **Holding Over:** In the event that the Little League shall hold over and remain in possession of the Premises with the consent of the City, the holding over shall be deemed to be from season to season (April to September), and upon all of the same rents, terms, covenants and conditions as contained herein.
17. **Notices:** Any notices that are required herein, or which either the City or the Little League may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the Little League at North Canton Little League, P.O. Box 2711, North Canton, Ohio 44720 or addressed to the City at North Canton City Hall, 145 North Main Street, North Canton, Ohio 44720, Attn: Director of Administration.
18. **Waiver:** The City's waiver of any default in the Little League's performance of any

of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.

19. **Compliance with Laws:** The Little League agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Premises and its use.
20. **Invalidity of Particular Provision:** If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
21. **Captions and Headings:** The captions and headings of Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

The Parties hereto have executed this Lease this _____ day of _____, 2018.

CITY OF NORTH CANTON

David J. Held, Mayor

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County of State, personally appeared the above-named City of North Canton, by David J. Held, its Mayor, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said City, and the free act and deed as such official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this _____ day of _____ 2018.

NORTH CANTON LITTLE LEAGUE

Dr. Gary Giammarco, President

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County of State, personally appeared the above-named City of North Canton, by David J. Held, its Mayor, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said City, and the free act and deed as such official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, this _____ day of _____ 2018.

Approved as to form and content:

Timothy L. Fox, Director of Law



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET, 44720

November 20, 1998
North Canton Little League
"The Hoover Community Reserve"
20.14 Acre Parcel

Known as being OL 282, OL 283, part of OL 245 and part of OL 284 (also known as being part of the southwest quarter of Section 9, Township 11, (Plain), Range 8), in the City of North Canton, Stark County, Ohio and more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of Section 9 at a standard county monument; thence along the south line of section 9, also being the centerline of Easton Street (R/W 60') (County Road 98), N 85°09' 56" W a distance of 1051.19 feet to a point which is the southeast corner of a 68.881 acre tract of land now owned by the City of North Canton, Ohio; said point also being the true POINT OF BEGINNING of the parcel herein described:

thence N 85°09' 56" W along the south line of Section 9, also being the centerline of Easton Street (R/W 60') (County Road 98), a distance of 857.80 feet to a point;

thence N 06°11' 12" E, parallel to and 200 feet east of the west line of said 68.881 acre North Canton tract, a distance of 950.00 feet to a point;

thence S 85°09' 56" E, and parallel to the centerline of Easton Street, a distance of 550.00 feet to a point;

thence N 06°11' 12" E, parallel to and 550 feet east of the west line of said 68.881 acre North Canton tract, a distance of 100.00 feet to a point;

thence S 85°09' 56" E, and parallel to the centerline of Easton Street, a distance of 390.00 feet to a point;

thence S 06°11' 12" W, parallel to and 940 feet east of the west line of said 68.881 acre North Canton tract, a distance of 410.00 feet to a point;

thence N 85°05' 27" W a distance of 88.32 feet, more or less, to a point on the east line of said 68.881 acre North Canton tract;

thence S 05°38' 20" W, along the east line of said 68.881 North Canton tract, a distance of 640.00 feet to the true POINT OF BEGINNING and containing 20.14 acres and subject to all easements of record.

North Canton Little League
"The Hoover Community Reserve"
20.14 Acre Parcel
November 20, 1998

Said 20.14 acre parcel contains 0.59 acres which lie within the road right-of-way of Easton Street (R/W 60') (County Road 98).

The above description is based on the legal description for "The Hoover Community Reserve" included in a quit-claim deed from Maytag Corporation to the City of North Canton, Ohio on September 19, 1996.



Phillip Roush, PS #5907
North Canton City Engineer
ROUSH
5907

