

Ordinance No. 55-10Passed June 28, 2010

6/25/10-gmk
(Water, Sewer & Rubbish)

Ordinance No. 55-10

An ordinance authorizing the Mayor of the City of North Canton to enter into an Addendum to the Lease by and between the City of North Canton ("Lessor") and the North Canton Little League ("Lessee"), executed on December 26, 1998, to provide water for irrigation of the Little League fields and declaring the same to be an emergency.

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

Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into an Addendum to the Lease by and between the Lessor and the Lessee, executed on December 26, 1998, to provide water for irrigation of the Little League Fields.

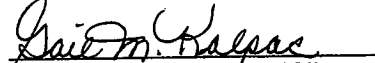
Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely effectiveness of the Addendum to the Lease and installation of a monitoring well; wherefore, this ordinance shall take effect and be in full force this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH
Passed: 6/28/10


MAYOR

SIGNED: 6-28, 2010

ATTEST:


CLERK OF COUNCIL

ADDENDUM

This Addendum is made as of this 20th day of June, 2010, between the City of North Canton, Ohio, a municipal corporation ("Lessor") and the North Canton Little League ("Lessee"). Lessor and Lessee shall be jointly referred to as the "Parties".

WHEREFORE, the Parties have entered into a Lease as of the 26th day of December, 1998 (the "Lease"), a copy of which is attached hereto as Exhibit A, and is incorporated herein by reference; and

WHEREFORE, the Parties wish to amend and supplement the Lease as described herein.

THEREFORE, the Parties hereby amend and supplement the Lease as follows:

1. In addition to the rental described in paragraph 2 of the Lease, Lessee agrees to pay an additional rental payment equal to Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Such payment shall be made in five (5) equal annual installments of Three Thousand Dollars and Zero Cents (\$3,000.00), with such payments being due no later than thirty (30) days after Lessee receives an invoice from Lessor requesting such payment.

2. Lessor shall install, at its own cost, a monitoring/irrigation well (the "Well") on the premises described in the Lease (the "Premises"). Lessee 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 the purpose of watering the Premises. Lessee shall be solely responsible for maintaining such interconnection and irrigation system at its own cost.

3. The privilege to access water from the Well described in paragraph 2 of this Agreement shall be automatically deemed void if Lessee breaches the Repayment Agreement it has entered into with Lessor, which agreement is attached as Exhibit B, and is incorporated herein by reference.

4. Paragraph 5 of the Lease shall be deemed rewritten as follows: "Taxes & Utilities: Lessee shall pay all taxes levied and assessed upon the real estate leased and any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority. Lessee shall pay all utility expenses on said premises, except for water utility expenses. Notwithstanding the immediately preceding sentence, if Lessee waters the premises with treated water after the Well and irrigation system contemplated in paragraph 2 of the June 21, 2010 Addendum to this Lease are operational, it shall be solely responsible for all associated water utility expenses."

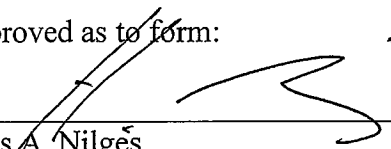
5. Only persons employed by the Lessor, or specifically authorized by the Mayor of the City of North Canton, Ohio in writing, shall be permitted physical access to the Well for any purpose.

6. Lessee agrees that it shall not water the premises described in the Lease during any Water Conservation Period declared by the Lessor pursuant to North Canton Ordinance No. 44-2000.

7. Except as otherwise specifically noted, nothing in this Addendum supersedes or replaces any provision in the Lease, which shall remain in full force and effect. Rather, it is the parties' intention that this Addendum shall supplement and amend and be incorporated into the Lease.

IN WITNESS WHEREOF, the Parties have set their hands this 27th day of June, 2010.

Approved as to form:




Hans A. Nilges
Director of Law

CITY OF NORTH CANTON

By: 

David Held, Mayor

NORTH CANTON LITTLE LEAGUE

By: 

Gary S. Diemar

Its: 

President North Canton Little League