Special City Council Meeting
Thursday, October 17, 2024 - 4:00 PM
AGENDA

1. Call to Order
2. Roll Call
3. Citizen comments on matters not on the agenda
4. Public Hearings of Legislation
    a. **RESOLUTION 2024-42** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MONROE TOWNSHIP TRUSTEES
5. Other Business
6. Adjourn

Next Council Meeting Wednesday, November 6, 2024

City of Johnstown
Administrative Offices
johnstownohio.org

CITY OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177

RESOLUTION 2024-42

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MONROE TOWNSHIP TRUSTEES

WHEREAS, the City of Johnstown and the Johnstown Monroe School District have undergone a joint review of facilities and have a plan for shared administrative office space as well as additional practice facilities for school athletics; and

WHEREAS, the City has interest in leasing the Monroe Township building located at 24 S. Oregon Street for relocation of its Police Department; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City Manager has the authority to enter into a lease agreement with the Monroe Township Trustees in similar form and substance as the attached exhibit A; and discretion to make modifications that are in the best interest of the city.

Section Two: It is found and determined that all formal actions of this City Council, concerning and relating to the recommendation of adoption of this Resolution, were approved in an open meeting of this City Council, and that meetings resulted in such formal action where meetings were open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Charter for the CITY OF JOHNSTOWN.
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Date of Introduction/Public Hearing/Vote: October 15, 2024

By: ________________________ ________________________
Mayor Donald Barnard

ATTEST TO: APPROVED AS TO FORM:

________________________ ________________________
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

MONROE TOWNSHIP SERVICE BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), effective as of the date last signed below, hereby establishes the Monroe Township Service Building Lease Agreement effective as of October __, 2024 (the "Lease Date") between MONROE TOWNSHIP, a township in Licking County, Ohio, referred to as the "Landlord" throughout this Lease, and the CITY OF JOHNSTOWN, OHIO, an Ohio municipal corporation, referred to as the "Tenant" throughout this Lease. In consideration of the rent to be paid and the promises and obligations of Landlord and Tenant under this Lease, it is agreed as follows:

1. LEASE OF PREMISES

Section 1.1. Premises. Landlord leases to Tenant and Tenant leases from Landlord the two-story building which is commonly known as "Monroe Township Service Building" located in Monroe Township at 24 S Oregon St., Johnstown, Ohio. The Monroe Township Service Building shall be referred to as the "Premises."

Section 1.2. Access to Areas. Landlord further grants to Tenant and its employees, agents, members, and invitees the right to use Landlord's parking area.

2. TERM; RENEWAL TERMS; COMMENCEMENT DATE; TERMINATION

Section 2.1. Term. Term and Commencement Date. The "Initial Term" of this Lease shall be for a term of five (5) years together with any renewal terms, beginning on the Lease Date. Commencement Date shall mean the date the Lease is signed, provided however, that the five-year term shall not begin to run until January 1st 2025 Whenever used in this Lease, and except as otherwise provided herein, the term "lease year" shall mean a period of 12 consecutive full calendar months with the first such lease year commencing on the Commencement Date and continuing for the next full 12 calendar month period. As used herein, the term "Term" shall mean the Initial Term and any Renewal Term(s) exercised under this Lease.

Section 2.2. Renewal Terms. Tenant shall have the right and option to extend the Term for two five-year renewal term (each, a "Renewal Term"). Each Renewal Term shall be exercisable by delivery by Tenant to Landlord of a notice not later than 120 days ("Notice Date") prior to the expiration of the Initial Term, or the then current Renewal Term, as applicable, which states that Tenant thereby exercises its right and option to extend the Term for the applicable Renewal Term under this section. All terms and conditions of this Lease shall be applicable during each Renewal Term. The parties may separately agree on additional infrastructure and/or tenant improvements as part of any Renewal Term.

Section 2.3. Contingency. Tenant's obligations pursuant to this Agreement are contingent upon the verification of allowed zoning use for Tenant's anticipated use.

3. RENT

During the Term, Tenant shall pay to Landlord rent in United States dollars (the "Rent"), based upon the total leasable square footage of the Leased Premises, in the following amounts:

Lease Year	Annual Rent	Monthly Rent
Lease Years 1-5	$[46,000]	$[3,833.33]
Lease years 6-10	$[51,000]	$[4,250.00]
Lease Years11-15	$[57,000]	$[4,750.00]

The first payment of Rent is due under this Lease on January 1st, 2025.Payments are due quarterly on April 1st, July 1st, October 1st and January 1st during the Term. Rent shall be made by normal business methods, including ACH credit payment, without demand, set-off, or deduction whatsoever in an amount determined by dividing the Annual Rent by 4 and shall be paid to Monroe Township, 7621 Johnstown-Alexandria Road, Johnstown, Ohio 43031, or at such other address as Landlord may designate to Tenant from time to time.

Tenant shall not be required to make a security deposit in connection with this Lease.

4. BUILDING OPERATING COSTS

Section 4.1. Taxes. Tenant will pay all real estate taxes and special assessments upon or against the Premises of every kind and nature that are assessed or payable during the Term. The Premises are currently tax exempt, and the parties will cooperate with each other to ensure that the appropriate tax status will be determined by the Tax Commissioner. Tenant shall be entitled to receive notice of and any rebate or refund of any Taxes and Assessments that have been paid by Tenant.

Section 4.2. Utilities. Tenant shall pay for all utilities for the Premises, including but not limited to water, sewer, electricity, natural gas, and applicable storm water assessment or utility charges. Tenant shall be required to reimburse the Landlord for any tap fees associated with acquiring occupancy and service to the premises but no other previous assessments.

Section 4.3. Janitorial and other services. Tenant shall be responsible for janitorial service, trash disposal, security and pest control associated exclusively with the Premises.

Section 4.4. Maintenance, remodeling, replacement, and repair. Tenant shall be responsible for maintenance, remodeling, replacement, and repair of the interior of the Premises (including but not limited to interior electrical, plumbing, heating, air conditioning and mechanical equipment, safety systems, fire alarm and sprinkler system), and the necessary tools and equipment associated therewith. Landlord shall be responsible for maintenance and repair of the exterior of the Premises (including the exterior shell, power to the main panel, water and sewer lines up to the point those lines enter the Premises, HVAC units, generators, driveways, and walkways) Tenant may, at its discretion, "mothball" or otherwise close any area of the Premises, provided however, that Tenant shall not commit waste and shall maintain the closed area to the extent that the area will not deteriorate or otherwise fall into a state of disrepair and, further provided, the closed area, is in a state of good repair when closed. Upon request, Tenant shall produce copies of records showing such preventive maintenance. Tenant will not be responsible for plowing the parking areas, landscaping, or mowing, provided, however, that Tenant will reimburse Landlord for all costs associated with plowing the parking area. Tenant will be responsible for removing snow from the sidewalks.

Section 4.5. Capital Improvements by Tenant. Tenant may, at its sole expense, make capital improvements to the Premises subject to Landlord's prior written approval, which shall not be unreasonably withheld. Where applicable, Tenant will comply with Ohio prevailing wage laws. All agreed upon Capital Improvements shall be credited towards Tenants rent. Such credits shall be amortized over ten (10) years unless the Lease ends sooner as a result of nonrenewal or for any reason other than default by Tenant in which case they shall be payable within ninety (90) days or other agreed upon terms. The Tenant agrees to work with the Landlord on the proposed capital improvements with a complete list of proposed improvements. An illustration of conceptual changes is attached as Exhibit A. Improvements will be in an amount greater or equal to $250,000 and shall occur no later than 36 months after the lease is initiated. The maximum amount of the rent credit will not exceed $[150,000], and the current estimated monthly rent credit is calculated to be $1250 for 120 months

5. INSURANCE

Section 5.1. Tenant Requirements. At all times during the Term and for two years after, Tenant shall maintain coverage for Workers Compensation coverage in compliance with the statutory requirements of Ohio, and Employer's Liability coverage in the minimum amount $1,000,000 per accident/disease. Tenant shall also obtain and maintain during the Term and for two years after, a policy of Commercial General Liability insurance which shall include coverage for bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if vendor is interacting with minors in the minimum amounts of $2,000,000 per occurrence and $3,000,000 in the annual aggregate. All such insurance must (i) be issued by reputable insurance companies of recognized financial responsibility licensed to sell such insurance in the State of Ohio; and (ii) be in amounts not less than set forth above; and (iii) provide that it may not be canceled except upon at least 30 days prior written notice to Landlord; and (iv) name Landlord as an additional insured or loss payee, as appropriate. Evidence of such insurance must be delivered to Landlord before Tenant is permitted to enter the Leased Premises and must be provided not less frequently than annually thereafter.

Section 5.2. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, managers, directors, partners, members, shareholders or employees, for any loss or damage that may occur to the Leased Premises or any property therein, by reason of fire or any other cause which is covered under the types of property insurance policies required by Article 5, regardless of cause or origin, including negligence, and each covenants that no insurer shall hold any right of subrogation against such other party.

In addition to the foregoing, all such waivers of any claim, action, or cause of action shall also be effective to any person claiming by, though, or under either Landlord or Tenant.

6. INDEMNIFICATION

Tenant will at all times during the term of this Agreement and thereafter indemnify, defend and hold the Landlord, its trustees, officers, employees, affiliates, agents and state of Ohio harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and attorneys' fees, resulting from the acts or omissions of Tenant.

Landlord will at all times during the term of this Agreement and thereafter indemnify, defend and hold the Tenant, its trustees, officers, employees, affiliates and agents harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and attorneys' fees, resulting from the acts or omissions of Landlord.

7. QUIET ENJOYMENT

Provided that Tenant observes and performs the covenants and agreements under this Lease, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance or hindrance from Landlord.

8. USE OF LEASED PREMISES; COMPLIANCE WITH LAWS

Tenant shall have the right to use the Leased Premises for the operation of a police department and any other ancillary purposes reasonably related thereto as permitted by all applicable laws and regulations (the "Permitted Use"). Tenant shall not permit the Leased Premises to be used for any use other than the Permitted Use without the prior written consent of Landlord to that specific use. Tenant shall occupy and use the Leased Premises only in a careful, safe, and proper manner and shall not commit or permit any waste of or on the Leased Premises.

Tenant shall not use the Leased Premises in material violation of any law, regulation, order, or requirement of the federal, state, or local governments, courts, or other lawful authorities having jurisdiction over the Leased Premises (collectively, the "Laws"), and which now or at any time hereafter may apply to or affect the Leased Premises or any business conducted by Tenant on the Leased Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Landlord or Tenant. Tenant shall obtain, maintain, and comply with all permits, licenses, and other authorizations required for any use then being made of the Leased Premises by Tenant.

No abatement or interruption in Rent or other charges required to be paid by Tenant pursuant to this Lease shall be claimed by or allowed to Tenant for any inconvenience or interruption or loss of business caused directly or indirectly by any present or future laws, ordinances, regulations, requirements or orders of any lawful authority whatsoever, or by any other cause or causes except as may be expressly provided for herein; and no diminution in the amount of space used by Tenant caused by legally required changes in the Leased Premises shall entitle Tenant to an equitable abatement or reduction in Rent required to be paid by Tenant under this Lease.

Tenant shall keep and maintain the interior of the Premises in compliance with all applicable laws enacted after the Commencement Date.

During the Term, the Tenant shall use the Premises with reasonable care and diligence so that the Premises remains in good condition, ordinary wear and tear and damage by fire or other casualty excepted. If and when Tenant has knowledge of any defects or other required repairs to be made to the exterior of the Premises, Tenant shall notify Landlord to such effect, and Landlord shall use its best efforts to remedy such defect as soon as possible, but no later than 30 days after receiving notice, unless due to the nature of such problem it would not be reasonably possible under the circumstances for Landlord to remedy such defect or take care of such repair, in which case Landlord shall commence correction or repair within such 30-day period and thereafter expeditiously and continuously prosecute the correction or repair to completion.

9. DAMAGE OR DESTRUCTION TO PREMISES

Section 9.1. Repair of Damage to Premises. If the Premises should be partially or totally damaged or destroyed by fire or other casualty, then, subject to the terms of this section, Landlord shall promptly arrange for rebuilding or repair of such damage or destruction. This work shall be completed within 270 days after the date of such damage or destruction, or sooner, if possible. Following any such damage or destruction, rent due from Tenant shall be abated during the period of the performance of any such repair or restoration in such proportion to the floor area of the Premises of which Tenant is deprived as a result of such damage or destruction or the repair necessitated thereby bears to the total floor area of the Premises. Notwithstanding anything in this section to the contrary, in the event the Premises are damaged to an immaterial degree, as agreed to by Landlord and Tenant, and the balance of the building has not been materially damaged, Landlord shall cause the Premises to be repaired and restored as soon as reasonably possible after the date of such damage; provided that in such event, Rent shall not be reduced or abated.

Section 9.2. Tenant's Option to Terminate. In the event that the Premises shall be totally or substantially damaged or destroyed so that Landlord, in its reasonable estimation, will be unable to complete such repair or restoration within 270 days after the date of such damage or destruction, Landlord shall so notify Tenant within 30 days of the occurrence of such damage or destruction, and Tenant may, at its option, exercisable within 30 business days following the date of the notice, terminate this Lease upon delivery of notice to Landlord. Failure by Tenant to provide said notice of termination within the time period provided in the previous sentence, shall be deemed a waiver of said right of termination, provided however that Tenant may terminate at any time if the Premises are not in fact restored within 270 days of the date of the damage or destruction. In the event of the timely delivery of Tenant's notice of termination, this Lease shall expire, and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this lease for the expiration of the Term. If this Lease is terminated by Tenant as provided herein, or by Landlord as provided in Section 9.3 below, any Rent prepaid by Tenant in the month that the damage or destruction occurred shall be refunded pro-rata to Tenant based on the number of days in the month remaining after the damage or destruction occurred. To the extent that Landlord is entitled to receive insurance proceeds for any Tenant Improvements awarded as a result of such damage or destruction, and that were paid for in full or in part by Tenant, then Landlord shall pay over such insurance proceeds to Tenant in proportion to Tenant's contribution to such improvements. The provisions of this Section 9.2 shall survive the termination of this Lease.

Section 9.3. Landlords' Option to Terminate. Notwithstanding the terms of Section 9.2, above, Landlord may elect not to rebuild the Premises and may instead terminate this Lease within 60 days after the date of damage if and only if the Building or the Leased Premises is be damaged or destroyed by fire or other casualty or cause, and one of the following conditions is present: (i) the repairs cannot in Landlord's reasonable estimation be completed within 270 days of the date of damage; (ii) the holder of any mortgage on the building with respect to the Real Property shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; (iii) the holder of any mortgage on the Building or any third party entitled to the insurance proceeds fails to make available sufficient proceeds for the restoration of the Premises and/or the building, (iv) the cost of the repair is not covered by the insurance required hereunder or, if covered, there are not sufficient proceeds to repair or rebuild the Premises; or (v) the damage occurs during the last 24 months of the Term and Landlord will not agree to exercise its right to extend the Term for the following Renewal Term, if any. For purposes of the immediately preceding sentence, "sufficient proceeds" shall mean proceeds which, less any deductible amount, would cover at least 100% of the cost of the applicable restoration of the Premises and/or building to substantially similar condition as the same existed the day before the Casualty, with such changes or alterations as Landlord may elect to make thereto which do not material affect Tenant's use or enjoyment of the Premises. After receipt of this notice, Tenant shall vacate the Premises as quickly as is reasonably possible, provided, however, that Tenant shall be entitled to occupy the Premises or any part thereof without liability for as long as is reasonably necessary to salvage or remove therefrom its personal property and equipment.

Unless this Lease is terminated, it shall remain in full force and effect and Landlord shall arrange with due diligence to restore, repair, and replace the Premises to substantially the same condition as they were in prior to such damage or destruction. Landlord shall be under no duty to restore any alterations, improvements or additions made by or at the request of Tenant after the Commencement Date, unless covered by proceeds of insurance designated for such alterations, improvements, or additions and available to Landlord. In all cases, allowances for the completion of the repairs shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, or other Force Majeure.

10. CONDEMNATION

If all or a material part of the building and/or the Real Property is taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof, such that in Landlord's or Tenant's reasonable opinion the taking renders the remaining portion of the building or Real Property Uneconomic (defined below), then at Landlord's or Tenant's option this Lease shall terminate as of the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. Tenant shall not be entitled to receive any portion of the appropriation award or consideration paid by the condemning authority, except for any separate or specific part of the award issued for the value of Tenant's lease and a proportionate share of any award for the value of the Tenant Improvements, which proportionate share shall be based on the amount contributed by Tenant towards the overall cost of such Tenant Improvements, provided that such right shall only exist if the award can be reasonably apportioned to such improvements. The foregoing provisions of this section shall survive the termination of this Lease.

"Uneconomic" means that the Premises and/or the building: (1) cannot be used for its previously intended purpose; (2) is subject to material impairment of access to, parking facilities benefiting, or any material service(s) necessary for economic operation; or (3) cannot be developed or operated in a commercially reasonable manner.

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

11. ESTOPPEL CERTIFICATES

Landlord and Tenant shall from time to time during the Term promptly following the request of the other, execute and deliver to the other a statement certifying, if so, that this Lease is in full force and effect, the date through which Rent and other charges, if any, under this lease have been paid, and any other factual matter reasonably requested by the other.

12. PERSONAL PROPERTY

All goods, effects, personal property, business and trade fixtures owned by Tenant or installed by or on Tenant's behalf in the Premises (collectively, "Tenant's Property") shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Term of this Lease provided Tenant shall, in removing any of Tenant's Property, repair all damage to the Premises caused by such removal and to fully restore the Premises to the condition that existed prior to the installation of such Tenant's Property, ordinary wear and tear and damage by fire and other casualty excepted. All of Tenant's Property used or located within the Leased Premises shall be at the sole risk of Tenant. Except for its own negligence, Landlord shall not be liable for any accident or damages to property of Tenant resulting from the use or operation of the heating, cooling, electrical, mechanical, hydraulic, plumbing or other Building systems or components. Except for its own negligence, Landlord shall not be liable for damages to Premises resulting from water, steam, or other causes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Leased Premises or upon the Tenant's Property used or located within the Leased Premises. Nothing in this Agreement shall be construed as to relieve Landlord from liability for their own negligence.

Except as otherwise provided herein, all Tenant Improvements and all alterations, additions, substitutions, fixtures and improvements made and installed in the Leased Premises, shall be and remain Landlord's property, and Tenant shall not remove such without the written consent of Landlord.

13. EVENTS OF DEFAULT/REMEDIES UPON DEFAULT

<u>Section 13.1. Tenant Default.</u> Each of the following shall be deemed an event of default by Tenant under this lease:

(i) failure by Tenant to make any payment of Rent in full to Landlord within five days after Tenant receives written notice from Landlord of Tenant's failure to pay Rent;

(ii) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this Lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;

(iii) assignment or sublease of any interest or rights of Tenant under this Lease without consent of Landlord; or

(iv) the filing or execution or occurrence of any one or more of the following:

(1) petition in bankruptcy by or against Tenant;

(2) petition or answer against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief relating thereto, under any provision of the Bankruptcy Act or any statute of like tenor or effect;

(3) adjudication of Tenant as a bankrupt or insolvent;

(4) assignment for benefit of creditors of Tenant, whether by trust, mortgage, or otherwise, or the execution of a composition agreement with Tenant's creditors;

(5) petition or other proceeding by or against Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant, with respect to all or substantially all of Tenant's property;

(6) petition or other proceeding by or against Tenant resulting in the dissolution or termination of existence of Tenant; or

(7) the creation of a lien upon Tenant's leasehold interest under this Lease, or any part thereof.

Immediately upon the occurrence of any event of default or at any time thereafter, unless that event of default has been cured with the written consent of Landlord or expressly waived by Landlord in writing, Landlord may at its option elect either to: (a) continue this Lease in full force and effect notwithstanding the occurrence of such event of default; (b) terminate this Lease; or (c) continue this Lease and immediately re-enter and repossess (with or without a court order) the Premises and recover from Tenant an amount equal to: (i) all unpaid Rent accruing hereunder prior to Landlord's actual recovery of possession of the Premises, (ii) all other unpaid amounts which were to have been paid by Tenant to anyone hereunder prior to Landlord's actual recovery of possession of the Premises, (iii) Landlord's costs of completing any improvements to the Leased Premises which were uncompleted at the time of Tenant's default, (iv) Landlord's damages for Tenant's breach of this Lease (including without limitation, damages to Landlord resulting from lost rent during the remainder of what would otherwise have been the Term, clean-up expenses, leasing commissions to real estate brokers, in connection with re-leasing the Leased Premises, advertising and costs and expenses of any repair, redecoration, or other improvements that may be reasonably necessary (in Landlord's opinion) in connection with re-leasing the Leased Premises), but limited to the extent permitted by Ohio law, (v) late charges, if any, due and unpaid under the following paragraph, and (vi) interest on the foregoing amounts from the date of Landlord's election to terminate this Lease until the date of payment at a rate equal to four percent over the Prime Rate of Interest published in *The Wall Street Journal* from the date such payment was due. In connection with (iv), above, Landlord shall use reasonable efforts to mitigate its damages relating to lost rent during the remainder of what would otherwise have been the Term of this Lease. Until such time as Landlord expressly elects to terminate this Lease as permitted under this section, this Lease shall continue in full force and effect notwithstanding the occurrence of such event of default. In the event Landlord elects to so terminate this Lease, Tenant thereupon shall be deemed to have assigned and transferred to Landlord all deposits made with public utilities, if any.

If Tenant fails to pay any Rent on or before the fifth day after any such payment becomes due and payable, Landlord shall provide written notice to Tenant of such failure. If Tenant fails to pay such overdue Rent within'10 days after such written notice from Landlord, Rent not paid when due shall bear interest at the lesser of 10%, per annum, or the maximum rate allowed by law until paid ("Default Rate"). Acceptance of late rent payments or other sums described in this subsection shall not constitute a waiver of any event of default. Upon Landlord's receipt of any check from Tenant which is dishonored for payment, Landlord shall have the right to require Tenant to make all future payments due to Landlord hereunder by cash, certified or cashier's check.

<u>Section 13.2. Landlord's Default.</u> In the event of a default by Landlord in the prompt and full performance of any provision of this Lease, and failure by Landlord to cure such default within 30 days after written demand by Tenant that the default be cured (unless Landlord commences to cure such default within 30 days and pursues such curing activities diligently to completion for defaults which cannot be cured within 30 days), in addition to the other rights which Tenant may have for money damages against Landlord, at Tenant's option, Tenant may:

(i) pay any sum necessary to perform any obligation of Landlord hereunder and deduct the cost thereof from the Rent thereafter to become due;

(ii) sue for injunctive relief, specific performance of this lease, and/or damages, as the case may be.

14. RIGHT TO CURE DEFAULTS

If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this Lease, then Landlord may, but shall not be obligated to, cause the performance and observance of such obligations or conditions, and all costs and expenses incurred by Landlord in connection therewith, shall thereupon be due and payable immediately from Tenant to Landlord which shall be deemed additional Rent to be paid by Tenant to Landlord in addition to Rent.

15. CUMULATIVE RIGHTS AND REMEDIES

Each right or remedy of Landlord and Tenant under this Lease or now or hereafter available to Landlord and Tenant by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord or Tenant of any or all such other rights or remedies.

16. HOLDING OVER

If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of this Lease, Tenant shall pay to Landlord Rent in an amount equal to 125% of the monthly rate in effect immediately prior to the termination of the Term for the time Tenant remains in possession. In addition thereto, Tenant shall be liable to Landlord for all damages, incidental, consequential, indirect, and direct sustained by reason of Tenant's holding over. The provisions of this section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of this Lease, shall remain in full force and effect.

17. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet part or all of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord consents to Tenant's assignment of this lease to the occupant of the Premises at the time of the execution of this Lease.

18. ACCESS AND OTHER RIGHTS OF LANDLORD

Upon 48 hours advance notice to Tenant by Landlord (except in the event of an emergency), Tenant shall permit Landlord, its agents or employees, to enter the Leased Premises at all reasonable times, provided such entry will not, without express consent from Tenant, interfere with Tenant's functions, in order to examine, inspect or protect the Leased Premises; to make such alterations and repairs to the Leased Premises as Landlord deems necessary; to exhibit the Leased Premises to prospective tenants during the last six months of the Term or following the commencement of any action to evict Tenant; and to exhibit the Leased Premises to prospective mortgagees, purchasers, brokers, and any other interested parties at any time during the Term.

In addition to the foregoing, Tenant acknowledges that Landlord shall have the right at any time in the event of an emergency to make all inspections, repairs, alterations, additions, and improvements to the building, including without limitation the Premises, as may be necessary or desirable for the safety, protection, or preservation of the Premises or the building or as may be necessary or desirable for the operation or improvement of the building.

In connection with this section, Tenant acknowledges that Landlord shall have the right to maintain a key (along with any key card or access codes) necessary to access the Leased Premises and that Tenant shall not change the locks or other security access cards or codes to the Leased Premises without providing Landlord with new keys and/or other access cards or codes necessary to enable access, provided however that access to confidential records will be restricted by Tenant.

19. HAZARDOUS MATERIALS

For purposes of this Lease: (i) "CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) "Hazardous Material" or "Hazardous Materials" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance," under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree or any type of or health care related waste or material or any toxic, bio-medical or bio-hazardous or infectious waste ("Medical Wastes"); (iii) "Release" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) "Environmental Law" or "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith; CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA"); The Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA").

Tenant hereby covenants and agrees that neither it nor its agents, employees or contractors acting within the scope of their agency or employment will use, maintain, generate, store, treat or dispose of any Hazardous Materials in or on the Leased Premises, Building, and/or Real Property in violation of applicable Environmental Laws. If at any time during the Term of this Lease it is determined that there are any Hazardous Materials located in, on, under, around or above the Leased Premises, Building, and/or Real Property, which are introduced directly or indirectly to the Leased Premises, Building, and/or Real Property, by Tenant or any of its agents, employees, or contractors, which is required to be abated, removed or otherwise remediated in accordance with all applicable Environmental Laws, Tenant shall commence, within 30 days after receipt of notice of the presence of the Hazardous Material requiring remediation, and shall continue to diligently take all appropriate action, at Tenant's sole expense, to comply with all such Environmental Laws. Failure of Tenant to comply with all Environmental Laws shall constitute a default under this Lease. Unless created or caused by Tenant, Tenant shall have no liability for any environmental waste or hazardous materials found on the Real Property, and Landlord hereby agrees to be responsible for any claims, actions, damages, losses or liabilities alleged against Tenant associated with such environmental waste or hazardous materials.

Landlord hereby covenants and agrees that neither it nor its agents, employees or contractors acting within the scope of their agency or employment will use, maintain, generate, store, treat or dispose of any Hazardous Materials on the Leased Premises, Building, and/or Real Property, in violation of applicable Environmental Laws. If, at any time after the date of this Lease, it is determined that there are any Hazardous Materials located in, on, under, around or above the Leased Premises, Building, or the Real Property which were introduced either directly or indirectly to the Leased Premises, Building or Real Property by Landlord or any of its agents, employees or contractors, which are required to be abated, removed or otherwise remediated by Environmental Laws, Landlord shall commence within 30 days after receipt of notice of the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Landlord's sole expense, to comply with all such Environmental Laws. Failure of Landlord to comply with all Environmental Laws shall constitute a default under this Lease.

20. SIGNAGE

Tenant has the right, at its expense and in conformity with applicable laws and ordinances, and in conformity with Landlord's and City's requirements regarding appropriate signage, to erect and thereafter maintain, remove and/or replace (i) exterior signs and/or canopies on the front of the Premises (and on the sides and back of the Premises if such surfaces are exposed), (ii) exterior and interior signs, banners, posters and other professionally prepared promotional materials consistent with the operation of Tenant's operations, (iii) signs, logos, fixtures and other items that are a part of Tenant's trademark. Tenant may not remove any canopy without first obtaining written approval from Landlord, which approval may not be unreasonably withheld, conditioned or delayed. All signage design and location must be approved by the Landlord prior to installation, which approval will not be unreasonably withheld, conditioned or delayed.

21. NOTICES

All notices and other communications required or desired to be given to either party under this Lease shall be in writing and shall be deemed given when delivered personally, three days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have specified in a notice to the other party), or one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address:

If to Landlord:	Township Trustees Monroe Township 7621 Johnstown-Alexandria Road Johnstown, Ohio 43031
With a copy to:	Licking Count Prosecutor 65 E. Main Street Newark, Ohio 43044
If to Tenant:	City of Johnstown, Ohio Attn: City Manager 599 S. Main Street Johnstown, Ohio 43031
With a copy to:	Frost Brown Todd LLP Attention: Yazan S. Ashrawi 10 W Broad St., Suite 2300

Columbus, Ohio 43215
Email: yashrawi@fbtlaw.com

22. SURVIVAL OF OBLIGATIONS

Unless otherwise provided in this Lease, no termination of this Lease and no repossession of the Leased Premises or any part thereof shall relieve Tenant or Landlord of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

23. ANNUAL WALK-THROUGH

At least annually, the parties shall meet and walk through the Premises to discuss and divide responsibilities for any issues not specifically addressed under the terms of this Lease. Both parties agree to act reasonably and in good faith to resolve any issues identified.

24. MEMORANDUM OF LEASE

This Lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge, and deliver a memorandum of this Lease (which would exclude all economic terms of this Lease) for purposes of giving public notice of the rights and obligations of Landlord and Tenant herein.

25. NON-WAIVER

No failure by Landlord or Tenant to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of Landlord's or Tenant's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

26. NONDISCRIMINATION

Pursuant to Ohio Revised Code 125.111, Tenant agrees that Tenant, its employees, agents or representatives will not discriminate by reason of race, creed, color, religion, sex, age, handicap, national origin, disability or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Lease. Tenant further agrees that tenant, its employees, agents or representatives shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Lease on account of race, creed, color, religion, sex, age, handicap, national origin, disability, or ancestry.

27. ETHICS COMPLIANCE

Tenant certifies that it is in compliance with Ohio's limits on campaign contribution laws to state office holders, and tenant is in compliance with all Ohio Ethic Laws and Conflict of Interest Laws as they apply to state or other relevant contracts.

28. NO THIRD-PARTY BENEFIT

This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

29. SEVERABILITY

The intention of the parties to this Lease is to comply fully with all laws governing leases, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

30. COMPLETE AGREEMENT

This document (with its exhibits, which are hereby incorporated herein by reference) contains the entire Lease between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties.

31. COUNTERPARTS

This Lease may be executed in several counterparts and each executed counterpart shall be considered an original of this Lease.

32. SUCCESSORS IN INTEREST

Except as otherwise provided in this Lease, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

33. AUTHORITY

Tenant warrants that it has fully approved and authorized the execution and delivery of this Lease by Tenant and its delivery to Landlord and that no further action is required by Tenant prior to entering into this Lease. The foregoing notwithstanding, Tenant has a right to notify Landlord it is canceling the Lease if it has not obtained Board approval by November 1, 2024, in which even neither party will have any further rights or obligations relative to the Lease. The Landlord has the right to notify the Tenant it is canceling the Lease by November 1, 2024, in which even neither party will have any further rights or obligation relative to the Lease.

[*signatures on following pages*]

Landlord and Tenant have caused this lease to be executed and delivered by its duly authorized representative as of the date first set forth above.

LANDLORD:

Monroe Township	Monroe Township
By:________________________________	By:____________________________________
Print Name:__________________________	Print Name:______________________________

STATE OF OHIO
COUNTY OF ___________, SS:

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _________, 2024 by ________________ the ___________________ of Monroe Township, on behalf of the township.

(SEAL)

____
Notary Public

STATE OF OHIO
COUNTY OF ___________, SS:

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _________, 2024 by ________________ the ___________________ of Monroe Township, on behalf of the township.

(SEAL)

____
Notary Public

Monroe Township

By:________________________________
Print Name:_________________________

STATE OF OHIO
COUNTY OF ___________, SS:

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _________, 2024 by ________________ the ___________________ of Monroe Township, on behalf of the township.

(SEAL)

____
Notary Public

TENANT:

City of Johnstown, Ohio

By: ______________________________
Name: ______________________________
Title: ______________________________

Approved as to Form:

____
Yazan S. Ashrawi, Law Director

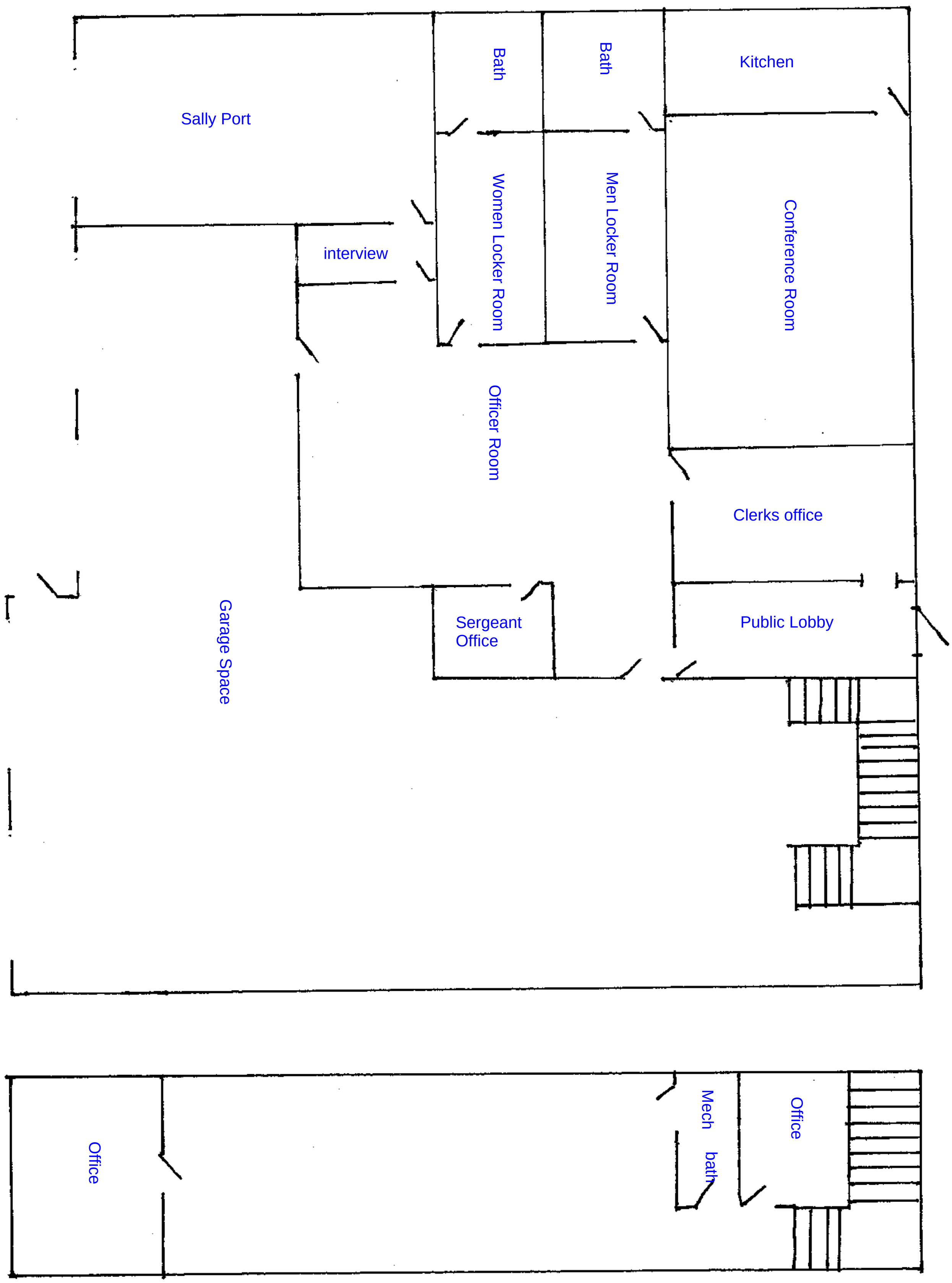
STATE OF OHIO
COUNTY OF ___________, SS:

The foregoing instrument was acknowledged before me, a notary public, this ___ day of _________, 2024 by ________________ the ___________________ of the City of Johnstown, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

(SEAL)

____
Notary Public

Exhibit A


Sally Port
Bath
Bath
Kitchen
interview
Women Locker Room
Men Locker Room
Conference Room
Officer Room
Clerks office
Sergeant Office
Public Lobby
Garage Space
Office
Mech
bath
Office