

ORDINANCE NO. 32-2011  
(As Amended)

To Authorize the City Manager to Enter Into a  
Lease Agreement with The Quikrete Companies to  
Allow for the Use of a Portion of the City's  
Entrance to Huntley Bowl Park.

WHEREAS, it is in the mutual interest of the City of Worthington and The Quikrete Companies to ensure the success and viability of the company's operations at 6225 Huntley Road, in the City of Worthington, Franklin County, Ohio; and,

WHEREAS, the company is a long-term corporate resident of Worthington, as it reports being at the Huntley Road site since 1964; and,

WHEREAS, the company reports, and staff of the City of Worthington has observed, that trucks frequently seek ingress and egress to the company's site for purposes of shipping and receiving, often waiting in the turn lane of Huntley Road immediately in front of the company; and,

WHEREAS, The company has approached the City of Worthington with a site improvement plan for the company's facilities to construct a new entrance at the southwest corner of the company's site and additional parking spaces along the site's southern boundary line, both of which encroach on City-owned land comprising the entry to Huntley Bowl Park, to allow for the reconfiguration of site layout and eliminating truck queue on Huntley Road; and,

WHEREAS, the City of Worthington owns and maintains the land comprising the entry to Huntley Bowl Park and for reasons primarily for safety is desirous of eliminating the truck queue on Huntley Road and helping the company maximize on-site efficiencies by construction of the new entrance and new parking spaces; and,

WHEREAS, City Council authorizes the City Manager to execute an agreement setting forth the terms and conditions of a lease to allow the company to construct improvements on land owned by the City for entry to Huntley Bowl Park for a limited time and subject to such lease agreement;

NOW THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the City Manager be and hereby is authorized and directed to execute an agreement for the provision of access to The Quikrete Companies for purposes of a new entryway and parking facilities to be constructed, at least in part, in the entrance road of the Huntley Bowl Park, substantially in the form attached hereto as EXHIBIT A and which is incorporated herein.

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SECTION 2. That notice of passage of this Ordinance shall be by publication of a notice, one time, in a newspaper of general circulation in the City setting forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council, and that this Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed September 19, 2011

[Signature on File]  
President Pro-Tem of Council

Attest:

[Signature on File]  
Clerk of Council

Introduced September 6, 2011  
P.H. September 19, 2011  
Effective October 12, 2011

## EXHIBIT A

### LEASE AGREEMENT

This lease agreement ("Agreement") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between The Quikrete Companies (the "Lessee") and the City of Worthington, Ohio, an Ohio Municipal Corporation, Franklin County, Ohio, (the "City") pursuant to the granting of a lease by the City to the Lessee to permit the Lessee to use the entrance driveway to Huntley Bowl Park, 6199 Huntley Road, to allow access to and for Lessee-owned property at 6225 Huntley Road.

THAT, WHEREAS, The City and the Lessee wish to enter a mutually advantageous arrangement whereby in consideration of an annual payment for and the assumption of full maintenance responsibilities to the entrance driveway to Huntley Bowl Park, the Lessee may use the driveway for access to its facility for the construction of improvements in substantially the same form as proposed in its October 25, 2005 site plan, which is attached hereto as EXHIBIT I and incorporated herein (the "Improvements"), it is hereby agreed as follows:

- I. The Lessee and the City acknowledge that the construction of a new entrance and additional parking spaces along the southern boundary line of the Lessee-owned property at 6225 Huntley Road, with such improvements encroaching on the City-owned entry to Huntley Bowl Park, gives rise to this Agreement and allows for the reconfiguration of site layout and eliminating truck queues on Huntley Road
- II. The lease consists of the entire entrance driveway to Huntley Bowl Park beginning at Huntley Road and terminating at the Lessee's chainlink fence line at the western boundary of its site at 6225 Huntley Road, which area is defined to be 60 feet in width and 390.1 feet in length and as further described in the September 24, 2010 survey attached in EXHIBIT II attached hereto and incorporated herein (the "Property").
- II. That the initial lease period is for three (3) years from the Effective Date and may be renewed one-time for an equal renewal period ("Lease Term"). Should either party wish to terminate this Agreement, written notice shall be provided no less than ninety (90) days prior to the expiration of the Lease Term. No less than ninety (90) days after the commencement of each one-year period during the Lease Term, the Lessee shall make a payment to the City of Two Thousand Six Hundred Eighty-Seven dollars (\$2,687), calculated at the rate of \$5,000 per acre. Failure of the Lessee to make the annual payment within the time period specified shall constitute default under this Agreement.
- III. The Lessee shall pay all costs associated with the Improvements to the Property including but not limited to resurfacing the existing driveway,

construction of new driveway and parking areas and all appurtenances including storm drainage, security improvements, and proper gate and signage. Plans for construction of the Improvements shall be approved by the City Engineer prior to commencement of any construction within the Property. The Lessee shall be responsible for the procurement of any necessary approvals, permits or variances including associated fees.

- IV. The Lessee is responsible for paying all costs associated with the maintenance of the Property including driveways, parking areas and all appurtenances. The Lessee shall keep the Property as reasonably clean as possible at all times and shall be responsible for snow and ice removal thereon.
- V. The Lessee agrees to take all actions necessary to ensure ready and immediate patron access through the Property to the Huntley Bowl Park during park hours of operation, as well as relinquish to the City full and complete control of the Property, including the use of any improvements thereto, as may be required by the City during an emergency or other event requiring the City's total use and control of the Property for purposes of public safety and securing public property from damage and harm.
- VI. The Lessee shall hold the City of Worthington, its officials, and employees free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the Improvements, or use or maintenance of the Property and shall defend, at its own cost and expense, any suit or action as may be brought against the City of Worthington arising from activities under this Agreement.
- VII. The Lessee shall carry at least the following minimum amounts of insurance: General Public Liability Insurance, on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000) for injuries, including those resulting in death, to any one person, and an amount not less than Two Million Dollars (\$2,000,000) for damages on account of any one accident or occurrence; and Property Damage Insurance on an occurrence basis in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident or occurrence (collectively, the "Insurance").

Insurance shall be maintained in full force and effect during the Lease Term and shall protect the City, its officials, employees, agents and representatives from claims for damages to persons or property arising in any manner from the negligent, reckless, wrongful or criminal acts, errors or omissions of the Lessee, contractors, their employees, agents, or representatives. Certificates of Insurance naming the City as additional insured shall be obtained and filed with the City prior to execution of this

Agreement. These certificates shall be maintained on file with the City during the Lease Term. Certificates shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior actual written notice has been given to the City.

VIII. This Lease Agreement is nontransferable to successors, assigns or any other subsequent parties other than the Lessee.

IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused this Agreement to be executed and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Matt Greeson, City Manager

City of Worthington

\_\_\_\_\_  
Name

\_\_\_\_\_  
The Quikrete Companies

Approved as to form:

\_\_\_\_\_  
Michael E. Minister, Law Director