

RESOLUTION NO. 13-2021

A RESOLUTION BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO TO AUTHORIZE AND DIRECT THE SERVICE DIRECTOR TO ENTER INTO A LEASE AGREEMENT WITH THE NEW PHILADELPHIA CITY SCHOOL BOARD PURSUANT TO ORDINANCE 13-74 TO LEASE WOODY HAYES QUAKER STADIUM, LOCKER ROOM AND CONCESSION FACILITIES, THE PRACTICE FIELD AND PARKING LOT AREA TO THE SCHOOL BOARD FOR FIFTY YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL TEN YEARS UNDER THE TERMS LAID OUT IN THE ATTACHED LEASE, AND DECLARING AN EMERGENCY.

WHEREAS, the City is the owner of a tract of land upon which is situated Woody Hayes Quaker Stadium, including a stadium, locker room and concession facilities, practice fields, track and parking lots, and

WHEREAS, for many years athletic and educational activities have been conducted by New Philadelphia City Schools at said site under prior agreements as originally authorized under Ordinance 13-74, and

WHEREAS, both parties are of the opinion that a new lease should be entered into.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO AS FOLLOWS:

SECTION 1. Pursuant to Ordinance 13-74, the Council of the City of New Philadelphia, Ohio hereby authorizes and directs the Service Director to enter into a lease agreement with the New Philadelphia City School Board on behalf of the City of New Philadelphia, Ohio, to lease the Quaker Stadium, locker room and concession facilities, practice field, and parking lot to the New Philadelphia City School District, Board of Education for the specified term of fifty (50) years, with an option to renew for ten (10) years under the terms of the lease agreement. (A copy of the lease agreement is attached hereto and incorporated herein as if fully written.)

SECTION 2. This Resolution is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of New Philadelphia, Ohio.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval.

PASSED: April 26, 2021

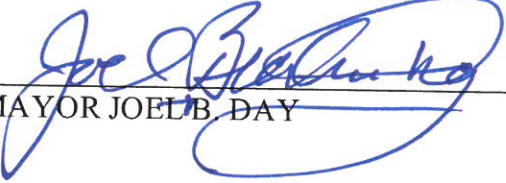

DONALD C. KEMP
PRESIDENT OF COUNCIL

ATTEST:



JULIE COURTRIGHT
CLERK OF COUNCIL

APPROVED:



MAYOR JOEL B. DAY

SPONSORED BY: FINANCE COMMITTEE

STADIUM LEASE AGREEMENT

This Agreement entered into by and between the City of New Philadelphia, a Municipal Corporation (hereinafter "City"), and the Board of Education of the New Philadelphia City School District (hereinafter "Board").

WHEREAS, the City is the owner of a tract of land including Woody Hayes Quaker Stadium, locker room and concession facilities, practice fields, track and parking lots, and

WHEREAS, for many years athletic and educational activities have been conducted by New Philadelphia City Schools at said site under prior agreements as originally authorized under Ordinance 13-74, and

WHEREAS, both parties are of the opinion that a new lease should be entered into.

NOW THEREFORE, for and in consideration of the terms, mutual promises and agreements hereinafter set forth the parties mutually agree as follows:

ARTICLE I: PREMISES

The City hereby grants, demises and lets to the Board and the Board hereby accepts and rents from the City the following described premises located in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

- A. The premises presently known as Woody Hayes Quaker Stadium described in Exhibit A attached hereto, are marked as Area A.
- B. The City also grants and leases to the Board the football practice field and training area described in Exhibit A attached hereto, are marked as Area B, which shall be maintained by the Park and Recreation Department of the City during the term of this lease and any renewal thereof.

ARTICLE II: TERM

This agreement shall consist of a primary term of fifty (50) years commencing on the date of execution of this Agreement. The Board shall have the right and option to renew this lease for an additional term of ten (10) years, commencing on the expiration of the primary term hereof subject to all terms and covenants of this lease, by giving written notice to the City no later than thirty (30) days prior to the expiration of the primary term hereof. Both the City and the Board will sign the receipt of written notice and a letter acknowledging the new ending date of the lease will also be signed by both parties.

ARTICLE III: LEASE PAYMENT

For and during the primary term or any renewals of this agreement the Board will pay One Dollar (\$1.00) per year to the City as lease payment.

ARTICLE IV: IMPROVEMENTS

Any improvements made to the existing Woody Hayes Quaker Stadium and/or locker room facilities shall be the sole cost and expense of the Board or its Agencies. In addition thereto the Board promises and agrees to maintain Woody Hayes Quaker Stadium and said locker room and concession facilities.

ARTICLE V. SUBLETTING OR ASSIGNMENT

The Board may sublet said premises during the term of this lease but promises and agrees that if it does so the charges made for the use of said facilities by community school and/or local charitable and/or local community service agencies or organizations will not exceed the actual cost of operation for said event.

ARTICLE VI: ROAD CLOSURES

The parties recognize that Al Maloney Midway and/or William Kidd Drive may have to be closed to facilitate a more orderly movement of traffic and the parties mutually agree that in the event such a closing is required to exercise and take whatever steps are required for the closing of Al Maloney Midway and/or William Kidd Drive.

ARTICLE VII: PUBLIC AND BOARD USE/CLOSURES

The Board will use the premise solely for recreational, athletic, educational, and/or other community activities.

At all times, the general public shall have free and open access to the track at Woody Hayes Quaker Stadium for exercise purposes, specifically track lanes seven (7) and eight (8) at a minimum, which may not be restricted by the Board except when Woody Hayes Quaker Stadium is hosting competitions with other school districts, track and field practice during the traditional school track season, band shows, elementary track and field day, and graduation ceremonies.

In the event of a public health emergency, pandemic, or other emergency, the Mayor shall have the sole authority to close the stadium based on a specific written public mandate requiring the same. Any closure by the Mayor must be based on a written public health order from the State of Ohio or the New Philadelphia Health Department that requires closure, and must be communicated to both City Council and the School Board. Both parties shall collaborate on all issues involving closure.

ARTICLE VIII: MODIFICATION

This agreement may be modified if agreed to in writing by both parties.

ARTICLE IX: LIABILITY

The Board shall hold the City harmless from any liability arising out of the use of said premises by the Board or its sublessors, up to \$1,000,000. The Board will purchase liability insurance to cover this amount.

IN WITNESS THEREOF, the parties hereby execute this document on this _____ day of _____, 2021.

LESSOR
City of New Philadelphia

LESSEE
New Philadelphia Board of Education

Ron McAbier
Service Director

Janna Leeper
President

Julie Erwin
Treasurer

Approved as to form:

Marvin T. Fete
City Law Director

STATE OF OHIO :
COUNTY OF TUSCARAWAS :

The foregoing instrument was acknowledged before me this _____ day of _____, 21____ by Ron McAbier, Service Director of the City of New Philadelphia, on behalf of the City.

Notary

STATE OF OHIO :
COUNTY OF TUSCARAWAS :

The foregoing instrument was acknowledges before me this _____ day of _____, 2021 by Janna Leeper, President and Julie Erwin, Treasurer of the Board of Education of New Philadelphia, Ohio, on behalf of the Board.

Notary