



## Legislation Text

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**File #:** 1549-2008, **Version:** 1

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### **Background:**

The Recreation and Parks Department desires to enter into a lease agreement with the Jewish Community Center of Greater Columbus in accordance with Section 329.29.1 of the Columbus City Codes, 1959, to lease the premises known as the east shore of Hoover Reservoir and adjacent to the Jewish Community Center Day Camp and Recreation Area, extending from the common property line between the City of Columbus and the Jewish Community Center to the prevailing waters edge. Terms of the lease shall be for a period of one (1) year beginning October 17, 2008, and shall continue for nine (9) consecutive one-year terms expiring on October 17, 2018, pending agreement by both parties.

The Jewish Community Center of Greater Columbus has leased this property from the City of Columbus for over ten (10) years for the purpose of conducting and operating programs at the Jewish Community Center as well as for boat storage for their summer programs.

Emergency action is requested so that occupancy can be put under a lease for legal and liability purposes.

To authorize the Director of Recreation and Parks to enter into a lease agreement with the Jewish Community Center of Greater Columbus for the property known as the east shore of Hoover Reservoir and adjacent to the Jewish Community Center Day Camp and Recreation Area, for a period of one (1) year with nine (9) consecutive one (1) year renewal options, and to declare an emergency. (\$0.00)

**WHEREAS**, the City of Columbus owns certain real property commonly known as the east shore of Hoover Reservoir and adjacent to the Jewish Community Center Day Camp and Recreation Area, extending from the common property line between the City of Columbus and the Jewish Community Center to the waters edge; and

**WHEREAS**, on behalf of the City of Columbus, Ohio, the Director of Recreation and Parks desires to enter into a lease agreement with the Jewish Community Center of Greater Columbus in accordance with Section 329.29.1 of the Columbus City Codes, 1959, for a period of one (1) year, commencing October 17, 2008 and ending October 17, 2009 with nine (9) consecutive one (1) year renewal options pending agreement by both parties; and

**WHEREAS**, an emergency exists in the usual daily operation of the Recreation and Parks Department, in that is immediately necessary to authorize the Director to enter into a lease agreement with the Jewish Community Center of Greater Columbus so that occupancy can be put under a lease for legal and liability purposes thereby preserving the public health, peace, property, safety, and welfare; now, therefore

### **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS**

**Section 1.** That the Director of Recreation and Parks is hereby authorized to execute those documents approved by the Department of Law, Division of Real Estate, necessary to enter into a lease agreement by and between the City of Columbus, Ohio and the Jewish Community Center of Greater Columbus for lease of the property known as the east shore of Hoover Reservoir and adjacent to the Jewish Community Center Day Camp and Recreation Area, extending from the common property line between the City of Columbus and the Jewish Community Center to the waters edge.

**Section 2.** That this lease agreement complies with Section 329.29.1 of the Columbus City Codes, 1959.

**Section 3.** That the terms and conditions of the lease shall be approved in form by the City Attorney's office and shall include the following:

- a). That the lease shall be for a period of one (1) year commencing October 17, 2008 through October 17, 2009 and shall be automatically renewable for an additional nine (9) years.
- b). That the Lessee fees are based on docks, stakes, moorings, boat racks, boat trailer storage and small vessels stored on parkland and shall be as follows:

|                 | <u>Docks</u> | <u>Storage</u>    |
|-----------------|--------------|-------------------|
| 1st Year (2008) | \$230.00     | \$130.00 per boat |

- c). Such other terms and conditions as are required and/or approved by the City Attorney's office.

**Section 4.** That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.