



## Legislation Text

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**File #:** 2945-2013, **Version:** 1

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### **BACKGROUND:**

The City of Columbus, Ohio, an Ohio municipal corporation acting through its Recreation and Parks Department ("City"), desires to enter into a lease agreement with Summit Vision, Inc., an Ohio corporation ("Summit"), whose principle place of business is 5640 Lynx Drive, Westerville, Ohio 43081. The City desires to lease to Summit portions of the City's real property located at 8111 Schott Road, Westerville, Ohio 43081 [Franklin County Tax Parcel 110-000007], which is commonly known as the City's Hoover Dam Park ("Premises") to use and operate the Walnut Bluff High Ropes Course. Under this lease agreement, Summit will lease the Premises for a term of ten (10) years commencing on January 1<sup>st</sup>, 2014, and terminating on December 31<sup>st</sup>, 2023. In order to lease the Premises, Summit is required to pay the City an annual service payment equal to the greater of: (1) Ten Per Cent (10%) of Lessee's Gross Receipts from the prior year's Gross Receipts of Lessee's services on the Premises; or (2) Fifteen Thousand and 00/100 U.S. Dollars (\$15,000.00). Therefore, this ordinance authorizes the Director of the Recreation and Parks Department to execute a lease agreement approved by the Columbus City Attorney, Real Estate Division, between the City and Summit relating to the use, operation, and management of the Walnut Bluff High Ropes Course at the Premises.

**FISCAL IMPACT:** The City's receipt of the lease payments from Summit will be deposited in Funds to be deposited to the Recreation and Parks Special Purpose Fund 223

**EMERGENCY JUSTIFICATION:** Emergency action is requested so to not delay the City's benefit resulting from Summit's use and management of the Premises, which will preserve the public peace, health, property, safety, and welfare.

To authorize the Director of the Recreation and Parks Department to execute a lease agreement permitting Summit Vision, Inc., an Ohio corporation, to use and operate the Walnut Bluff High Ropes Course at City-owned real property located at 8111 Schott Road, Westerville, Ohio 43081; and to declare an emergency. (\$0.00)

**WHEREAS**, the City desires to enter into a lease agreement with Summit for the use, operation, and management of the Walnut Bluff High Ropes Course at the Premises;

**WHEREAS**, under this lease agreement, Summit will lease the Premises for a term of ten (10) years commencing on January 1<sup>st</sup>, 2014, and terminating on December 31<sup>st</sup>, 2023;

**WHEREAS**, the City has managed the Park since the early 2000's; however due to budgetary constraints, the City is currently not able to adequately staff or manage the operations at the Park;

**WHEREAS**, in order to lease the Premises, Summit is required to pay the City an annual service payment equal to the greater of: (1) Ten Per Cent (10%) of Lessee's Gross Receipts from the prior year's Gross Receipts of Lessee's services on the Premises; or (2) Fifteen Thousand and 00/100 U.S. Dollars (\$15,000.00);

**WHEREAS**, an emergency exists in the usual daily operation of the City, because it is immediately necessary to authorize the City's Director of the Recreation & Parks Department to enter into a lease agreement with Summit for the

use and operation of the Walnut Bluff High Ropes Course, which will preserve the public health, peace, property, safety, and welfare; and **NOW, THEREFORE:**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS, OHIO (“CITY”):**

**SECTION 1.** The Director of the Recreation and Parks Department is authorized to execute those documents necessary to enter into a lease agreement between the City and Summit Vision, Inc., an Ohio corporation (“Summit”), to lease portions of the City’s real property described and depicted in the attached legal description and map located at 8111 Schott Road, Westerville, Ohio 43081 [Franklin County Tax Parcel 110-000007] (“Premises”), to use, operate, and manage the Walnut Bluff High Ropes Course.

**SECTION 2.** The terms and conditions of the lease agreement are required to be in a form approved by the Columbus City Attorney, Real Estate Division, and the lease agreement is required to abide by the following terms:

- Be for a term of ten (10) years from January 1<sup>st</sup>, 2014, and terminating on December 31<sup>st</sup>, 2023;
- Summit is required to pay the City an annual service payment equal to the greater of: (1) Ten Per Cent (10%) of Lessee’s Gross Receipts from the prior year’s Gross Receipts of Lessee’s services on the Premises; or (2) Fifteen Thousand and 00/100 U.S. Dollars (\$15,000.00); and
- All other terms and conditions agreed upon and approved by the Columbus City Attorney, Real Estate Division.

**SECTION 3.** The City’s receipt of the annual service payments from Summit, as consideration for leasing the Premises, will be deposited as follows:

Recreation and Parks Special Purpose Fund 223, OCA# 065664- Waterways-Nature Preserve, Object Level 3# 0833, Sub Fund 062.

**SECTION 4.** For the reasons stated in the preamble hereto, which are made a part hereof, this ordinance is hereby declared to be an emergency measure and is effective and in full force after its passage, and after approval by the Mayor, or ten (10) days after its passage if the Mayor neither approves nor vetoes this ordinance.