



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: May 18, 2021
Initiated By: Megan O'Callaghan, Deputy City Manager/Chief Finance and Development Officer
Re: Resolution 33-21 – Authorizing the City Manager to Enter into a First Amendment of the Lease Agreement Between the City of Dublin and the Dublin Chamber of Commerce

Summary

On March 30, 2020, Dublin entered into a new Lease Agreement (the "Lease") (see attached) with the Dublin Chamber of Commerce (the "Chamber") for the building located at 129 S. High Street. Pursuant to Section 21 of the Lease, Dublin and the Chamber agreed to make certain improvements to the building and to share the costs of such improvements as listed in Exhibit C to the Lease. The improvements will provide for a vibrant, flexible, collaborative environment to accommodate the Chamber's operations and better serve members and the Dublin business community. Alterations and updates contemplated to the floorplan include the Chamber suite, public meeting room, community meeting room with kitchen, ADA compliant public restrooms, and renovated and updated building entrance and interior hallway areas. The improvements contemplated by the Lease also included construction of a Downtown Gateway Pavilion that would serve as the public outdoor living room. The leasehold improvement costs were estimated to be \$450,000, inclusive of furnishings.

Staff and the Chamber decided to implement the improvements in two phases; the first phase is the improvements to the building and the second phase is the pavilion.

The first phase improvements to the building were designed in collaboration with the Chamber and bid on March 22, 2021. Staff is presenting Resolution 32-21 accepting the lowest and best bid for the Chamber of Commerce Renovation and Addition Project to City Council on May 24, 2021. Miles-McClellan Construction Company submitted the lowest and best bid of \$471,100. The cost of the improvements to the building contemplated by the Lease exceeds the budgeted amounts and both Dublin and the Chamber will share in the cost overruns attributable to each party pursuant to the Lease. The City's total contribution to this Project is determined to be \$394,740. The Chamber's total contribution is \$76,360 plus furnishings (which are estimated to cost \$75,000).

The Architectural Review Board reviewed and provided informal feedback on the second phase Downtown Gateway Pavillion at their August 26, 2020 meeting. Although the members were supportive of the creation of a public gathering and seating space that was open to the public, they expressed concerns that the proposed structure and its design overwhelmed the existing building and dominated the street frontage. They also expressed concerns about the increase in lot coverage with the proposal and recommended the applicant investigate other alternatives to meet the requirements.

The Chamber and staff agree construction of the second phase Downtown Gateway Pavilion, which was contemplated as part of the improvements in the Lease and estimated to cost \$65,000, is now unfeasible to build as designed. Accordingly, staff and the Chamber have agreed to amend the Lease removing the Pavilion from the list of improvements in both Exhibits B and C to the Lease. Should Council approve this Resolution, the City will no longer be responsible for the Pavillion and Dublin will

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use the funding for construction of the Pavilion to go towards offsetting Dublin's portion of the cost overruns for the phase one improvements to the building. The balance of the Lease remains unchanged.

Recommendation

Staff recommends Council approval of Resolution 33-21 authorizing the City Manager to enter into a First Amendment of the Lease Agreement between the City of Dublin and the Dublin Chamber of Commerce.

RECORD OF RESOLUTIONS

Resolution No. 33-21 Passed _____,

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A FIRST AMENDMENT OF THE LEASE
AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE
DUBLIN CHAMBER OF COMMERCE**

WHEREAS, on March 30, 2020, Dublin entered into a new Lease Agreement (the "Lease") with the Dublin Chamber of Commerce (the "Chamber") for the building located at 129 S. High Street; and

WHEREAS, pursuant to Section 21 of the Lease, Dublin and the Chamber agreed to make certain improvements to the building and to share the costs of such improvements as listed in Exhibit C to the Lease; and

WHEREAS, the cost of the improvements to the building contemplated by the Lease have exceeded the budgeted amounts in Exhibit C to the Lease and both Dublin and the Chamber will share in the cost overruns attributable to each party pursuant to the Lease; and

WHEREAS, Dublin and the Chamber both agree that the construction of the Downtown Gateway Pavilion, which was contemplated as part of the improvements in both Exhibits B and C, is now unfeasible to build as designed; and

WHEREAS, Dublin will use the funding for construction of that Pavilion to go towards offsetting Dublin's portion of the cost overruns for the improvements to the building; and

WHEREAS, City Council has determined it is in the best interest of the City to enter into an amendment to reflect these changes.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, ____ of its elected members concurring, that:

Section 1. Authorization of Agreement. The City Manager is hereby authorized to execute the First Amendment to the Lease Agreement between Dublin and the Dublin Chamber of Commerce in substantially the same form as that set forth in the attached agreement. This City Council further authorizes the City Manager, for and in the name of the City, to execute any amendments to the foregoing agreements, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 2. Further Authorizations. This City Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 3. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

RECORD OF RESOLUTIONS

33-21
Resolution No. _____

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Passed _____, _____

Passed this _____ day of _____, 2021.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** (the “**Amendment**”), dated and effective as of the last date of signature below (the “**Effective Date**”), is between the City of Dublin (the “**Landlord**”), and the Dublin Chamber of Commerce (the “**Tenant**”).

RECITALS:

WHEREAS, the Landlord and Tenant entered into a Lease Agreement (the “**Lease**”) (Exhibit A), for the Premises described in the Lease; and

WHEREAS, pursuant to Section 21 of the Lease, the Landlord and Tenant agreed to make certain improvements to the building and share the costs of such improvements as listed in Exhibit C to the Lease; and

WHEREAS, bids for the improvements to the building contemplated by the Lease exceeded the budgeted amount; and

WHEREAS, both the Landlord and the Tenant have committed to pay portions of the overages attributable to each party pursuant to the Lease; and

WHEREAS, the Landlord and the Tenant both agree that the construction of the Downtown Gateway Pavilion, which was contemplated as part of the improvements, is now unfeasible to build as designed; and

WHEREAS, the Landlord was responsible for the costs of construction of the Pavilion and those funds (\$65,000) will now go towards offsetting the cost overruns attributed to the Landlord for the improvements noted on Exhibit C to this Amendment; and

WHEREAS, the parties desire to amend Exhibits B and C of the Lease as set forth in this Amendment; and

WHEREAS, terms capitalized, but not defined in this Amendment, shall be given the respective meanings ascribed to them in the Lease;

NOW, THEREFORE, the parties agree as follows:

1. Exhibit B is hereby modified to remove any reference to The Downtown Gateway Pavilion and the attached Exhibit B shall replace the original Exhibit B of the Lease.

2. Exhibit C is hereby modified to strike Section VII. Downtown Gateway Pavilion in its entirety and the Landlord shall have no responsibility to construct the Pavilion. The attached Exhibit C shall replace the original Exhibit C of the Lease. The Landlord shall reallocate the \$65,000 set aside for the construction of the Pavilion to instead pay for the cost overruns attributable to the other portions of the Project for which the Landlord is responsible.

3. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the finalization of this Amendment, the parties agree that signatures transmitted via e-mail or by docusign in a "PDF" format without notary acknowledgement may be used in place of original signatures on this Amendment. Each party intends to be bound by such party's e-mail or docusign "PDF" format signature on this Amendment, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Amendment based upon the form of signature or the lack of a notary acknowledgement.

4. Except as modified by this Amendment, the Lease remains unchanged, valid, and in full force and effect. In the event of any ambiguity or inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. Captions are included for convenient reference only. Each party hereby represents and warrants that this Amendment has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof. This Amendment shall bind and inure to the benefit of the successors and assigns of the parties. Neither party shall be deemed the drafter of this Amendment. This Amendment shall be governed by Ohio law without regard to conflict of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date, as established below.

LANDLORD:

By: _____

Dana L. McDaniel, City Manager

Date: _____

TENANT:

By: _____

Dublin Chamber of Commerce

Approved as to Form:

By: _____

Jennifer D. Readler, Law Director

LEASE AGREEMENT

This Lease Agreement (“Lease”) is effective as of the 3/30/2020 day of March, 2020 (the “Effective Date”), by and between the **City of Dublin, Ohio**, an Ohio municipal corporation (“Landlord”) and the **Dublin Chamber of Commerce, Incorporated**, an Ohio non-profit corporation (“Tenant”)(Landlord and Tenant also referred to herein singularly as “Party” and together as “Parties”).

BACKGROUND INFORMATION

WHEREAS, Landlord is the owner of a certain parcel of land commonly known as Franklin County Auditor’s Tax Parcel ID #273-000043 and located at 129 S. High Street, Dublin, Ohio 43017 (the “Parcel”) containing an approximately 3,000 square foot building (a current floor plan of which is attached hereto as Exhibit A) and which does not include any parking lots adjacent to such building and located on the Parcel (the “Building”); and

WHEREAS, Tenant is currently occupying the Building, with exclusive use of certain office space within the Building, pursuant to a certain lease agreement and addendums entered into by and between Landlord and Tenant (the “Prior Lease”), and is expected to occupy the Building, with exclusive use of the office space depicted in solid green on the attached Exhibit B (the “Premises”); and

WHEREAS, the Prior Lease terminated in October 2019, and the Parties hereto desire to enter into a new lease agreement for the Premises that takes into account and reflects Tenant’s significant and continuing contributions to the business community of the local economy; and

WHEREAS, Landlord obtained an appraisal on June 27, 2017 which included a market rental rate for the Building from Brian Barnes and Company, Inc.; and

WHEREAS, the market rate appraised by the Brian Barnes and Company, Inc. was in the range of \$13.50 through \$17.75 per square foot (i.e. Triple Net Lease); and

WHEREAS, Landlord will use the low end of the rental range (\$14) as the basis for computing the square footage rental charge; and

WHEREAS, the Landlord, as in the Prior Lease, will discount the \$14 per square foot fee by 20% in recognition of the requirement to keep the restrooms in the Building open for public use during Chamber regular business hours and of the availability of the space for Landlord use on an as-needed basis; and

WHEREAS, the Landlord, as in the Prior Lease, will further discount the \$14 per square foot fee by 10% in recognition of the availability of the Building for school groups and other community organizations (the total of such discounts result in a price per square foot of \$9.80, to be charged to Tenant as described in Section 4 herein).

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereto agree to the "Background Information" above and as follows:

1. **PREMISES**: Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord, the Building. To the extent that Landlord requires access to and use of the Building , Tenant hereby grants Landlord such access as is reasonably necessary, provided such access does not unreasonably interfere with the business operations of Tenant and provided that the Premises shall at all times be accessible only with keys maintained by Tenant. Tenant shall have the right to use the exterior areas serving the Building, including the sidewalks and parking lot, in common with Landlord, however, at all times Landlord shall be responsible for any and all maintenance for such exterior areas.
2. **TERM**: Subject to the provisions of Paragraph 4 below, the initial term of this Lease (the "Initial Term") shall be for ten (10) years, to commence on the Effective Date and shall expire at the end of the one hundred twentieth (120th) full calendar month thereafter (the Initial Term, together with any applicable extensions under the terms of this section, shall be collectively referred to as the "Term").

If Landlord and Tenant mutually agree in writing at least ninety (90) days prior to the termination of the Initial Term, the Term may be extended for an additional five (5) year

extension term (the "First Extension") (years 11-15), provided that at the date of such notice no event of Default has occurred and is continuing. The Annual Rent for the First Extension term shall increase by Two Percent (2%) each year of the First Extension. All other terms and conditions of this Lease shall be effective during the First Extension, with the exception of Paragraph 21.

If Landlord and Tenant mutually agree in writing at least ninety (90) days prior to the termination of the First Extension, the Term may be extended for an additional five (5) year extension term (the "Second Extension") (years 16-20) on the same terms and conditions as those applicable to the First Extension.

3. **CONDITION OF BUILDING:** Tenant is currently in possession of the Building and hereby acknowledges that it is accepting the Building in its "as is, where is" condition and that Landlord has no obligation to perform any work or make any repairs therein, except as expressly set forth and agreed to in paragraph 21 herein.

4. **BASE RENT:** Tenant shall pay to Landlord as rent for its use of the Building and exclusive occupation of the Premises commencing on the Commencement Date and continuing during the Term ("**Base Rent**"):

Monthly Rent:	Annual Rent:
\$ 2,450 (years 1-5)	\$ 29,400 ¹ (years 1-5)
\$2,499 (year 6)	\$29,988 (year 6)
\$2,548.98 (year 7)	\$30,588 (year 7)
\$2,600 (year 8)	\$31,200 (year 8)
\$2,652 (year 9)	\$31,824 (year 9)
\$2,705 (year 10)	\$32,460 (year 10)

¹ Calculated as follows: \$9.80 x 3,000 sq ft = \$29,400.

Until such time as the Landlord's improvements to the Building, as described in Paragraph 21 herein, are substantially completed, the Base Rent will be discounted to an amount equal to Tenant's monthly rent under the Prior Lease, such amount being \$2,100 per month. Upon substantial completion of Landlord's improvements, the Base Rent as contemplated by this Paragraph will apply going forward and the Annual Rent for that year will be adjusted accordingly.

Tenant shall pay Base Rent to Landlord on or before the first day of each month, in advance, at: City Hall, 5200 Emerald Parkway, Dublin, Ohio 43017, Attn: Finance Director, or such other place as Landlord may from time to time designate, without any prior demand therefor and without any deductions or setoffs whatsoever.

If the Term shall commence on a day other than the first day of a calendar month, the Base Rent for such first fractional month shall be such proportion of the Base Rent as the number of days in such fractional month bears to the total number of days in such calendar month.

In the event any payment of Base Rent is not received on or before the fifth (5th) day after it is due, Tenant shall immediately pay as additional rent, without additional demand or notice, a late charge of fifty dollars (\$50.00) in addition to the amount of Base Rent due and owing.

All costs and expenses which Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights and remedies herein provided for in case of nonpayment of Base Rent.

5. USE: The Building shall be used by Tenant only for offices and community uses and said Building will not be used for any purpose deemed hazardous by the Landlord's insurance provider.

Tenant shall, at its sole cost and expense, comply with all laws, orders and ordinances respecting its use or occupancy of the Building. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business in the Building and allow Landlord to inspect the same upon request.

Notwithstanding anything contained herein, at the option of Landlord, this Lease shall terminate upon thirty (30) days advance notice from Landlord to Tenant in the event Tenant ceases to exist or operate an entity organized primarily to promote and develop business and the business environment in the City of Dublin or ceases to use the Building as its primary office location.

6. LANDLORD SERVICES FURNISHED: Landlord covenants and agrees to furnish the following services to the extent required for comfortable occupancy and use of the Premises and Building during reasonable and customary business hours: (a) upkeep and maintenance of the grounds of the Building, including, the mowing grass, landscaping, snow removal and curbside trash and recycling services, all as reasonably necessary; and (b) upkeep and maintenance of necessary pipes, mains, conduits, wires and cables to the Building for water, gas, electricity, sewage and telephone service, subject to Paragraph 7 below. Landlord shall be responsible to make repairs to the following: (i) the plumbing, heating, air conditioning and similar equipment, necessary to keep the same in operating condition; (ii) the roof; (iii) the exterior of the Building to keep the Building in a safe, clean, and neat and attractive condition; and (iv) the interior walls, floors and ceilings in the Building (excluding the Premises) to keep same in a safe, clean, and neat and attractive condition.

Landlord shall not be liable directly or indirectly for any damage or inconvenience caused by the installation, use or interruption of use of electricity, air conditioning, heating or plumbing service occasioned by fire, accident, strikes, labor troubles, necessary maintenance, alterations, repairs or other causes beyond Landlord's reasonable control, including but not limited to, curtailments, shortages and emergencies regarding utility services, not caused by Tenant, or Tenant's employees, invitees, or those acting under Tenant.

7. TENANT'S COVENANTS: Tenant covenants and agrees as follows:

- a. Tenant shall pay the Base Rent herein required; and
- b. Tenant agrees to contract for and pay for all public utility services rendered or furnished to the Building during the Term hereof, including, but not limited to, heat, water, gas, electric, steam, telephone service, and sewer services, together with all taxes,

levies or other charges on such utility services when the same become due and payable. During the Term hereof Tenant agrees to maintain heat sufficient to heat the Building so as to avert any damage to the Building on account of cold weather; and

c. Tenant shall pay the cost of all redecorating, painting, furnishing, and purchase of equipment necessary to facilitate Tenant's programming needs and use of the Building and to maintain same in an orderly and clean manner, except as otherwise provided in Paragraph 21, below; and

d. Tenant shall manage and approve the access to and use of the Building's common room (the area depicted in striped yellow/green on the attached Exhibit B) by public groups and organizations; and

e. Tenant shall report in writing to Landlord any defective condition in the Premises and Building, of which Tenant becomes aware; and

f. Notwithstanding Paragraph 6, above, Tenant shall pay for any repairs to the Building or Premises made necessary by any acts or omissions of Tenant, its employees, agents, patrons or invitees; and

g. Tenant shall bear the risk of loss and damage to all personal property of Tenant located upon the Premises and Building; and

h. Tenant shall use the Premises and Building in a reasonable manner so as not to disturb Landlord or adjacent property owners or to damage, destroy or cause waste to the Premises and Building; and

i. Tenant shall notify Landlord in writing of any accident occurring within the Premises and Building, of which Tenant becomes aware.

j. Tenant shall provide Landlord a semi-annual report identifying organizations that reserved the Building during the preceding six months. Such report shall be due on dates to be mutually agreed to by the Parties.

8. LANDLORD COVENANTS. The Landlord covenants, represents and warrants that upon completion of the Landlord's improvements to the Building, as contemplated in Paragraph 21, the Building shall comply with all laws, orders and ordinances, including without limitation, the Americans with Disabilities Act as amended by the Americans with Disabilities Act Amendment Act of 2008.

9. LANDLORD'S INSURANCE: Landlord shall at all times during the Term of this Lease carry fire, casualty, and extended coverage insurance on the Building, including the structural components (foundations, floors, walls, windows, structural supports, roof, HVAC, electrical systems, and plumbing) thereof. Landlord shall be under no obligation to maintain insurance on any improvements installed by or for the benefit of Tenant's use of the Premises. Landlord may elect to self-insure its obligations hereunder and/or use whatever deductibles as Landlord deems appropriate, in its sole discretion.

If the Building shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Landlord shall repair and restore the same to a good tenable condition with reasonable dispatch. During such period of repair, the Base Rent shall abate (i) entirely in case all of the Building is untenable; and (ii) proportionately if only a portion of the Building is untenable and Tenant is able to conduct its business from the undamaged portion of the Building. The abatement of Base Rent shall be based upon a fraction, the numerator of which shall be the square footage of the damaged and unusable area of the Building and the denominator shall be the total square footage of the Buildings. Said abatement shall cease at such time as the Building shall be restored to a tenable condition.

In the event the Premises, because of such damage or destruction, cannot reasonably be and/or are not actually repaired and restored to a tenable condition within one hundred fifty (150) days from the date of receipt of insurance proceeds for such damage or destruction, Tenant or Landlord may, at their option, terminate this Lease within sixty (60) days following the date on which the damage occurred or the above referenced one hundred fifty (150) day period, as applicable, (but prior to the date on which the repair and restoration of same is substantially

underway) by giving prior written notice to the other party and thereupon Landlord and Tenant shall be released from all future liability and obligations under this Lease.

If one-third (1/3) or more of the ground floor area of the Building is damaged or destroyed during the last two (2) years of the original or any extended term of this Lease, Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days following such damage or destruction.

If Landlord is required or elects to repair and restore the Building as herein provided, Tenant shall repair or replace its stock in trade, trade fixtures, furniture, furnishings and equipment and other improvements including floor coverings for the Premises only and only to the extent insurance proceeds received by Tenant apply to such repairs or replacement, and if Tenant has closed, Tenant shall promptly reopen for business.

10. TENANT'S INSURANCE: Tenant shall carry such insurance against loss of its property, including Tenant Improvements and Betterments (such as floor coverings, wall coverings trade fixtures) in, on or about the Building and Premises by fire and such other risks as are covered by so-called all risk and extended coverage property insurance or other hazards in an amount equal to or greater than the replacement costs thereof. Such policy shall be endorsed to name the Landlord shown as a loss payee with respect to the Tenant Improvements stated above on any and all insurance policies. A copy of such endorsement shall be provided to the Landlord upon written request. Landlord shall not be liable for any damage to Tenant's property in, on or about the Building and Premises caused by fire or other insurable hazards regardless of the nature or cause of such fire or other casualty, and regardless of whether any negligence of Landlord or Landlord's employees or agents contributed thereto. Tenant expressly releases Landlord of and from all liability for any such damage. Tenant insurance policy or policies shall include a waiver of subrogation recognizing this release from liability.

Tenant agrees to procure and maintain during the Term a policy or policies of liability insurance, including product and/or completed operations liability and contractual liability coverage, written by an insurance company or companies insuring Tenant against any and all losses, claims, demands or actions for injury to or death of any one or more persons and for damage to property in any one occurrence in the Building and Premises to the limit of not less

than one million dollars (\$1,000,000.00) for injury to one person, not less than two million dollars (\$2,000,000.00) for each such occurrence, and not less than one hundred thousand dollars (\$100,000.00) for damage to property, or such other coverage limits as Landlord may, from time to time, deem reasonably necessary and in accordance with customary practices with regard to such insurable risks. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured and be endorsed to be primary and non-contributory with respect to any insurance maintained by the Landlord.

All insurance companies must be licensed to do business in Ohio. Certificates of insurance will be provided at the time this Lease is executed. Policies of insurance are to be endorsed to notify Landlord of any reduction, cancellation or termination of policy and provide not less than thirty (30) days prior to cancellation or termination, except for non-payment for which ten (10) days-notice shall be provided.

Tenant agrees to provide and keep in force at all times worker's compensation insurance complying with the law of the State of Ohio and Employers Liability Insurance shall also be obtained, with limits of not less than \$1,000,000 per occurrence, accident or employee. Tenant agrees to provide a certificate as evidence of proof of worker's compensation coverage.

With respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Building or Premises, each contractor must provide a Certificate of Insurance naming the Landlord as additional insured and including proof of worker's compensation coverage on its employees and agents to Landlord.

11. TENANT'S INDEMNITY: Tenant shall indemnify Landlord, Landlord's agents, employees, officers or directors, against all damages, claims and liabilities arising from any alleged accident or injury whatsoever caused to any person, firm or corporation during the Term and to the extent incurred in connection with or arising from the use or occupancy of the Premises, unless such claim arises from a breach or default in the performance by Landlord of any covenant or agreement on its part to be performed under this Lease or the negligence of Landlord. The indemnification herein provided shall include all costs, counsel fees, expenses

and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. This Paragraph shall survive the Term of the Lease.

12. WAIVER OF SUBROGATION: Landlord and Tenant, and all parties claiming under each of them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance coverage required to be maintained by the terms of this Lease on the Premises or the Building or activities conducted within the Premises or the Building, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. All policies of insurance required to be maintained by the Parties hereunder shall contain waiver of subrogation provisions so long as the same are available.

13. ALTERATIONS: Except as outlined in paragraph 21 herein, Tenant will not make, or permit anyone to make, any alterations in or additions to the Premises or Building; nor will it install any equipment of any kind that will require any alterations in or additions to the water system, plumbing system, heating system, air conditioning system, or the electrical system, without the prior written consent of Landlord. If such consent shall be given by Landlord, all such work shall be at Tenant's expense and at such times and in such manner as Landlord may designate. Tenant shall not permit any mechanic's or materialmen's liens to attach to the Premises or this leasehold interest. Tenant shall perform such alterations in accordance with all applicable governmental laws and ordinances and in accordance with the terms of this Lease. If any such alterations, additions or installations are made without such consent or contrary to the time and manner designated by Landlord, Landlord may correct or remove them and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. All alterations, additions or installations made by Tenant shall, unless Landlord elects otherwise, become the property of Landlord and shall remain upon the Premises. In the event Landlord shall elect to terminate this Lease prior to the end of the Term, such alterations, additions or installations by Tenant hereof may be removed by the Tenant and Tenant shall repair any damage caused by such removal, all at Tenant's sole cost and expense.

14. RIGHT OF ENTRY: Landlord may enter the Premises at all reasonable hours during the Term hereof, with reasonable advance notice to the Tenant.

15. ASSIGNMENT AND SUBLETTING: Tenant will not assign or encumber this Lease, or sublet, or suffer or permit the Premises or any part thereof to be used by others, except as otherwise provided herein. Any assignment or subletting of the Premises by Tenant shall be considered a default hereunder.

16. DEFAULT: In the event that (a) the Base Rent or other charges required by this Lease are not paid within ten (10) days after the date due; (b) Tenant fails to comply with any term, provision, condition or covenant of this Lease (other than the payment of Base Rent or other charges), and Tenant shall not cure such default within fifteen (15) days after notice to Tenant of such failure to comply; (c) the Premises shall be deserted or vacated; (d) any petition is filed by or against Tenant under any section or chapter of any bankruptcy act; (e) Tenant shall become insolvent or make a transfer in fraud of creditors; (f) Tenant shall make an assignment for the benefit of creditors; (g) a receiver or trustee is appointed for a substantial part of the assets of Tenant and within thirty (30) days thereafter Tenant fails to secure a discharge thereof or (h) this leasehold interest of Tenant is levied upon under execution, then, in any such events, Landlord shall have the option to do any of the following in addition to and not in limitation of any remedy permitted by law or by this Lease:

a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice, enter upon the Premises and expel or remove Tenant and Tenant's effects, by force and without court proceedings, and without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such Lease termination, whether through inability to relet the Premises or through decrease in rent or otherwise.

b. Without terminating this Lease, enter upon the Premises as the agent of Tenant, without being liable to prosecution or any claim for damages thereon, and relet the Premises as the agent of Tenant, and receive the rent therefor and Tenant shall pay Landlord any deficiency that may arise by reason of such reletting, together with Landlord's expenses incurred in such reletting, on demand at any time and from time to time.

c. Refrain from terminating this Lease but terminate Tenant's right of possession until such default is cured, either by legal action or by force and without court proceedings, and in such case Landlord may enforce against Tenant the provisions of this Lease for the unexpired Term hereof.

d. Declare all Base Rent and other payments for the entire unexpired Term of this Lease at once due and payable, and if not paid forthwith upon Lessor's demand, then to resort to legal process for collection of all accelerated payments due under this Lease.

e. Recover, in addition to any other damages set forth in this Lease or permitted at law or equity, all of Landlord's expenses incurred with respect to Tenant's default, including without limitation reasonable attorney's fees, commissions, and costs of repair, renovation or alteration of the Premises.

f. Take any other actions or remedies permitted by law.

17. PERSONAL PROPERTY OF TENANT: Tenant further agrees that all personal property of every kind or description that may at any time be in or on the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant, and that the Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of the Tenant caused in any manner whatsoever.

If Tenant fails to remove all its effects from the Premises upon termination of this Lease, Landlord may at its option remove all or part of said effects in any manner that Landlord may choose, and store the same without liability to Tenant for loss or damage thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such effects. Upon termination of this Lease wherein Tenant shall be liable in any amount to Landlord, Landlord shall have a lien upon the personal property and effects of Tenant on said Premises, and Landlord may at its option, without notice, sell at private sale all or part of said property and effects for such price as Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, including the expenses of the removal and sale.

18. **SUBORDINATION**: This Lease and any changes or amendments hereto or any renewal or extensions hereof are subject and subordinate to all underlying leases and mortgages which may now or hereafter affect the Premises or the Building. This clause shall be self-operative and no further instrument or subordination need be required by any mortgagee. In confirmation of such subordination, Tenant shall, if requested by Landlord, execute promptly an instrument having that effect, or any similar instrument, including estoppel certificates, so requested by Landlord.

19. **HOLDING OVER**: If Tenant remains in possession after expiration of the Term hereof, without Landlord's acquiescence and written agreement of the Parties, Tenant shall be a month-to-month tenant subject to all the terms and conditions of this Lease except as to rental. Rental during the term of any month-to-month tenancy shall be at the rate of one and one half (1.5) times the monthly rate in effect during the last month of the prescribed Term of this Lease.

20. **SURRENDER OF PREMISES**: At the termination of this Lease, Tenant shall surrender the Premises in the same condition that existed at the commencement of the Term, reasonable wear and tear excepted. Tenant's obligation to perform this covenant shall survive the expiration or other termination of the Term of this Lease.

21. **IMPROVEMENTS TO BUILDING**: The Parties agree to remodeling the Building during the Term as follows:

a. Tenant and Landlord shall collaborate on design documents to finalize plans that will be used to construct the improvements as noted on Exhibits B and C, attached hereto and incorporated by reference herein. Specifically, the costs for such improvements shall be borne by the Party so designated on Exhibit C. The Parties shall work in good faith on a schedule for the construction to commence within nine months of executing the Lease Agreement and to conclude twelve (12) months thereafter.

All alterations, additions or installations made by Tenant shall, unless Landlord elects otherwise, become the property of Landlord and shall remain upon the Premises.

b. Landlord and Tenant shall each be responsible for the costs of such improvements as outlined on Exhibit C, such estimated costs provided inclusive of anticipated

architectural fees. Any costs over and above the estimates on Exhibit C with respect to construction of the improvements shall be independently evaluated and borne by the Tenant, if such costs are attributed solely to the Premises, and by the Landlord, if such costs are attributed solely to any portion of the Building and/or Parcel not included in the Premises. In the event it is not possible to separate the overrun costs between the respective spaces of each Party, each Party will be responsible for a share of the cost equal to their pro rata share of the total estimated costs on the attached Exhibit C. Any costs over and above the estimates on Exhibit C with respect to furnishings provided by Tenant will be borne by Tenant.

22. QUIET ENJOYMENT: Tenant, upon paying the Base Rent and observing and performing all the terms, covenants and conditions on its part to be observed and performed, may peaceably and quietly enjoy the Premises, subject to the terms and conditions of this Lease.

23. NOTICES: Except as otherwise provided in this Lease, any written notices by Landlord to Tenant shall be by registered or certified mail or hand delivery addressed to Tenant at the Premises or at such other address as Tenant shall designate by written notice. Any written notice by Tenant to Landlord shall be by registered or certified mail or hand delivery addressed to Landlord at the address first hereinabove given for payment of Base Rent, or at such other address as Landlord shall designate by written notice. Notice shall be deemed delivered when the same is delivered in person or upon receipt or refusal of receipt.

24. LIABILITY OF LANDLORD: If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building, and Landlord shall not have any personal liability hereunder.

25. APPLICABLE LAW: Tenant and Landlord agree that this Lease shall be interpreted and construed in accordance with the laws of the State of Ohio.

26. BINDING EFFECT: All the terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Parties hereto.

27. ENTIRE AGREEMENT: This Lease contains the entire agreement of the Parties and no representations or agreements, oral or written, not embodied herein or incorporated herein by reference shall be of any force or effect, and supersedes any prior lease or agreements between the Parties with respect to the subject matter contained herein, including the Prior Lease.

28. CAPTIONS: Paragraph captions are used for convenience only and shall not limit or amplify or otherwise constitute a part of the provisions of this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the date first set forth above.

LANDLORD:

City of Dublin, Ohio, an Ohio municipal corporation

By: 
Dana L. McDaniel, City Manager

TENANT:

The Dublin Chamber of Commerce, Incorporated, an Ohio non-profit corporation

By: 

{Acknowledgements on the following page}

STATE OF OHIO :

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 30th day of March, 2020 by Dana L. McDaniel, City Manager for the City of Dublin, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.



Candace M. Jones
Candace M. Jones
Notary Public, State of Ohio
My Commission Expires 02/01/21

STATE OF OHIO :

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 20 day of February, 2020, by SCOTT ESTEP, PRESIDENT of the Dublin Chamber of Commerce, Incorporated, and Ohio non-profit corporation on behalf of the corporation.

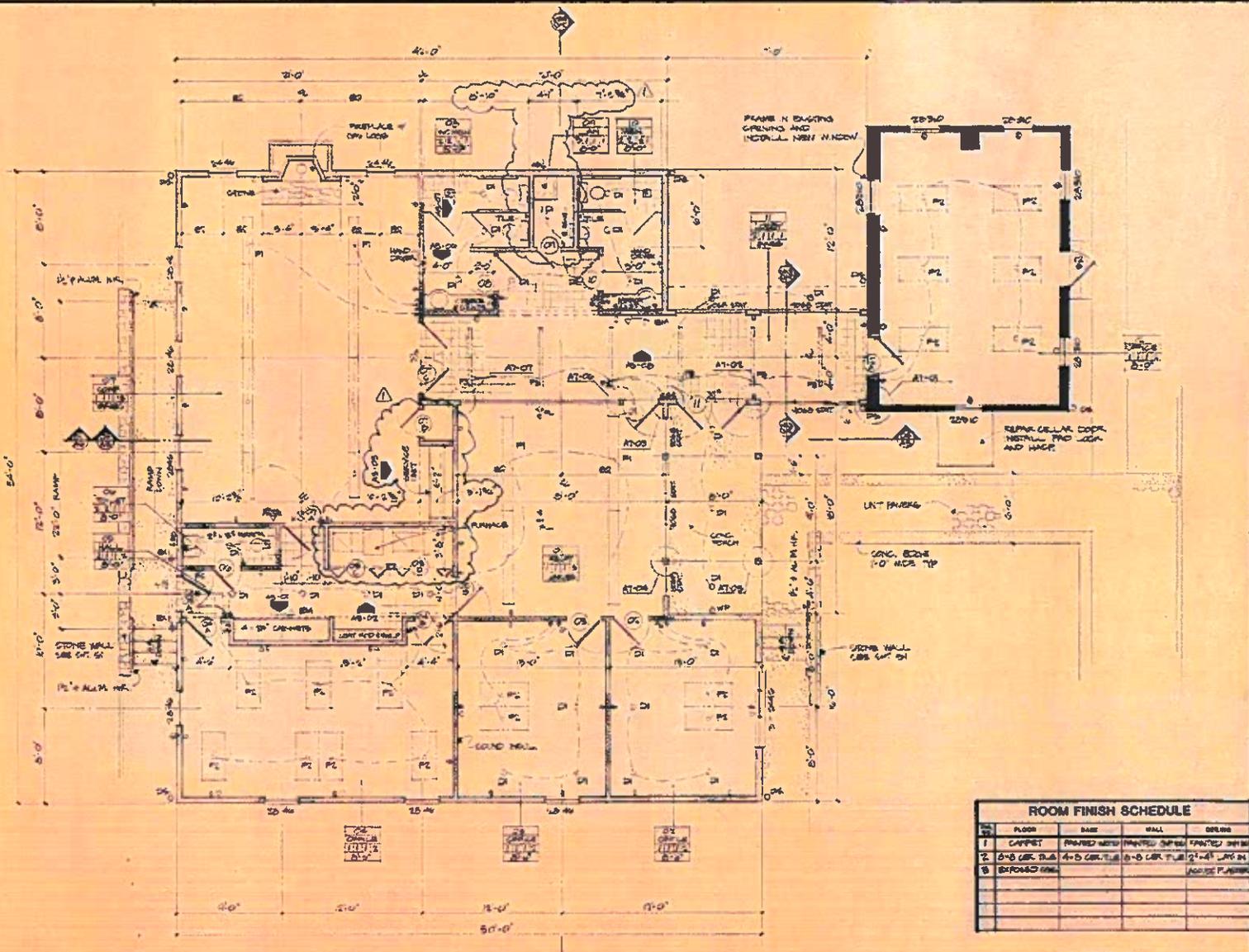
Kilee M. Clapwood
Notary Public



KILEE M. CLAPWOOD
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
February 22, 2020

Approved as to form:

DocuSigned by:
By: Jennifer Readler
15A689E473A474
Jennifer D. Readler, Law Director



FLOOR PLAN 1/4"=1'-0"

ROOM FINISH SCHEDULE			
NO.	FLOOR	WALL	CEILING
1	CARPET	PAINTED METAL PANELS OVER PAINTED BRICK	PAINTED BRICK
2	0-8 CER. TLA	A-B CER. TLA	B-D CER. TLA 2'-4" LAY IN
3	EXPOSED BRK.		PAINTED PLASTER

ROOM NO.	WALLS
ROOM NAME	CEILING
FLOR.	
DATE	
KEY	

myers N&D
INCORPORATED
ARCHITECTS & PLANNERS
480 BLAZE PARKWAY
DUBLIN, OHIO 43017
614 764-3800



- NOTES
1. DIMENSIONS ARE TO FACE OF BLOCK AND FACE OF CURB UNLESS NOTED OTHERWISE.
 2. EXTERIOR WALL FRAMING TO BE 2x6 STUDS @ 16" O.C. EXCEPT @ PORCH AND LOBBY WALLS & TERRACE DOOR.
 3. INTERIOR PARTITIONS ARE TO BE 2x4 STUDS @ 4" O.C. FRAMING @ 8" O.P. OR EA. SIDE. FIBERGLASS SOUND INSULATION TO BE INSTALLED @ WALLS & CEILING @ 0-8" FOR TOILET ROOMS AND PORTIONS OF CONFERENCE ROOM AROUND DOOR @ 0-8".
 4. INTERIOR CORNER FRAMING SHALL BE 2x4 @ 16" O.C. TP.
 5. BRACE WALLS OVERHEAD AND PROVIDE BACKING AT ADJUSTABLE SHELVING LOCATIONS.
 6. DOUBLE HUNG WINDOWS ARE TO RECEIVE BLINDS TYP.
 7. CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS.
 8. REMOVE EXISTING WINDOWS AND DOOR AND REPLACE W/ NEW SIZES AS SHOWN. PROVIDE NEW INTERIOR AND EXTERIOR TRIM.
 9. REPAIR EXISTING PLASTER WALLS (ROOM 12).
 10. REMOVE EXISTING PLASTER CEILING (ROOM 12).

DUBLIN
CHAMBER OF COMMERCE
179 S. HIGH ST. DUBLIN, OHIO

FLOOR PLAN

DRAWING DATE: 3-4-68 SHEET NO.: A2
COMM. NO. 8757

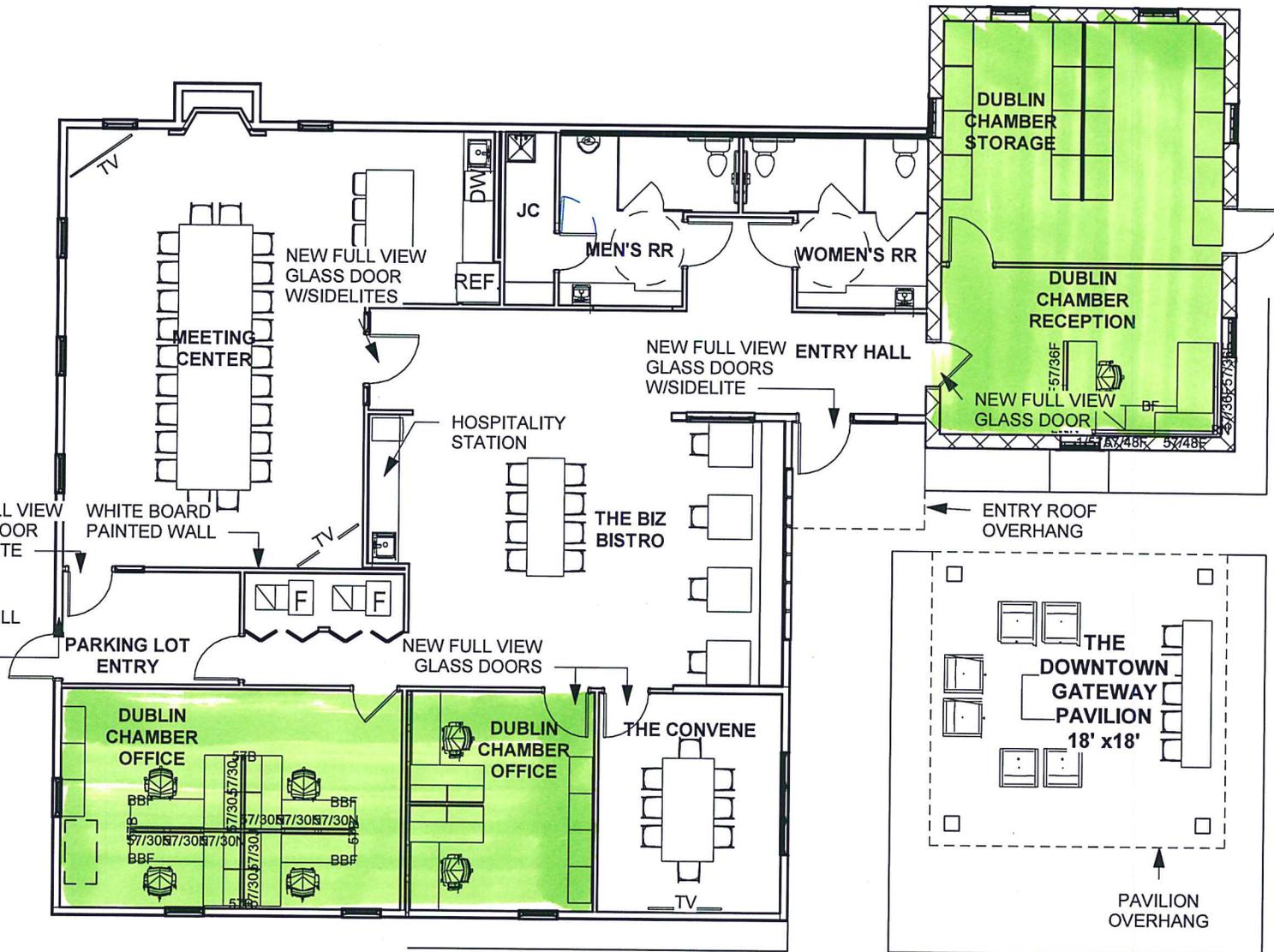


EXHIBIT C
Estimated Leasehold Improvement Costs

<u>SCOPE</u>	<u>Estimated Cost</u>	<u>Cost Allocation</u> <u>Landlord / Tenant</u>
I. <u>Dublin Chamber Suite</u>	<u>\$70,000</u>	<u>\$0/\$70,000</u>
Update Existing Offices (x2)	\$30,000	
New full lite glass doors, frames and hardware to offices.		
New carpeting in offices. Base to be standard profile cove vinyl.		
Add power and IT pathways for new workstations and furniture layout.		
Paint all walls and base casings.		
Replace all lighting with LED. Style to match new décor.		
Furnishings		
Update Front Room (original historic structure)	\$20,000	
Add new full lite glass door and hardware.		
Construct full height partition with new door, frame and hardware for secured Storage Room. New lay-in ceiling.		
New carpeting in Reception Area. Base to be standard profile cove vinyl.		
Add power and IT pathways for new workstation and furniture layout		
Paint all walls in Reception Area. Replace all lighting with LED.		
Style to match new décor.		
Furnishings	\$20,000	
II. <u>Public 'BIZ BISTRO' + 'Convene' Meeting Room</u>	<u>\$70,000</u>	<u>\$50,000/\$20,000</u>
Remodel area for Business Gathering Space	\$50,000	
Remove existing glass wall and door at hallway.		
Add Hospitality Center to include granite top with sink, under-cabinets, appliances, power, decorative tile wall, pathway and power for flat screen monitor.		
Replace flooring with ceramic plank tile (Bistro) and carpet (Convene) to match new décor. Replace all existing base with profile vinyl base.		
New full lite door, frame and casing.		
Paint all walls, ceiling and trim to match new décor.		
Rework HVAC ductwork.		
Rework lighting for new layout. Fixtures to be LED.		
Add Wi-Fi and charging stations.		
Furnishings	\$20,000	
III. <u>Public Community Meeting Room with Kitchen:</u>	<u>\$75,000</u>	<u>\$50,000/\$25,000</u>
Remodel Community Meeting Room	\$30,000	
Remove the existing closet and kitchenette.		
Relocate wall for new alcove in Business Bistro.		
Replace/reposition existing doors with new full lite glass doors and hardware.		

	New carpet and profile vinyl base.		
	Paint all walls, ceiling and trim.		
	Replace all lighting with LED. Style to match new décor.		
	Add pathway and power for pendent mounted flat screen monitors x2.		
	Construct new Kitchen	\$25,000	
	Repurpose the existing Women's Toilet Room into Kitchen for Community Room use. Island, Cabinets, granite counter tops, tile wet wall, ceramic plank flooring, profile vinyl base, appliances, LED lighting, painted walls, ceiling, trims. Finishes to match new décor.		
	Furnishings	\$20,000	
IV.	Public Toilet Rooms	<u>\$80,000</u>	\$80,000/ \$0
	Construct ADA compliant Public Toilet Rooms	\$80,000	
	Work to include adding 200 SF to the building and repurposing the existing Men's Toilet Room to accommodate ADA compliant men's and women's restrooms. To include vinyl plank flooring, tile wet wall, metal toilet partitions, painted walls, ceilings. Fixtures, finishes, lighting, doors/hardware to match new décor. The existing housekeeping closet to remain.		
V.	New Building Entrance	<u>\$30,000</u>	\$30,000/ \$0
	Expand Building Useable Area and Relocate Front Entry	\$30,000	
	Repurpose Existing Entrance Porch to Interior Space		
	Construct new insulated concrete foundation and slab.		
	Remove existing patio wall.		
	Construct new insulated window wall with finishes to match existing.		
	Construct new building entrance. Work to include new concrete stoop, covered porch roof, new full lite storefront entrance door with side light to include ADA compliant hardware, threshold, power door operator, push plate actuator and electronic card reader.		
VI.	Interior Hallway Areas	<u>\$60,000</u>	\$60,000 / \$0
	Front Hallway	\$25,000	
	Replace flooring with ceramic plank tile to match new décor.		
	Replace all existing base with profile vinyl base.		
	New doors, frames and casings. Ceilings to be wood plank.		
	Paint all walls to match new décor.		
	Replace all lighting with LED. Style to match new décor.		
	Add pathway and power for flat screen monitors		
	Parking Lot Entrance & Hallway	\$35,000	
	Reconfigure for ADA compliant Ingress/Egress.		
	Install new full lite storefront entrance door to feature ADA compliant hardware, threshold, power door operator, push plate actuators, electronic card reader and video doorbell.		
	Remove hallway storage closets. Straighten wall.		
	Replace all flooring with ceramic plank tile to match new décor.		
	Replace all existing base with profile vinyl base.		

Replace hallway door and mechanical closet doors with new.
 Paint all walls, doors, frames and casings. Ceiling to be wood plank.
 to match new décor.
 Replace all lighting with LED. New outdoor lighting
 Style to match new décor.

VII.	<u>Downtown Gateway Pavilion</u>	<u>\$65,000</u>	\$65,000/ \$0
	Construct Public Outdoor Living Room	\$50,000	
	Prepare exterior landscape area for patio		
	Construct 18'x18' covered pavilion on 20'x20' concrete patio.		
	Add decorative lighting, café seating, Wi-Fi, charging stations, new building signage, landscaping		
	Furnishings	\$15,000	

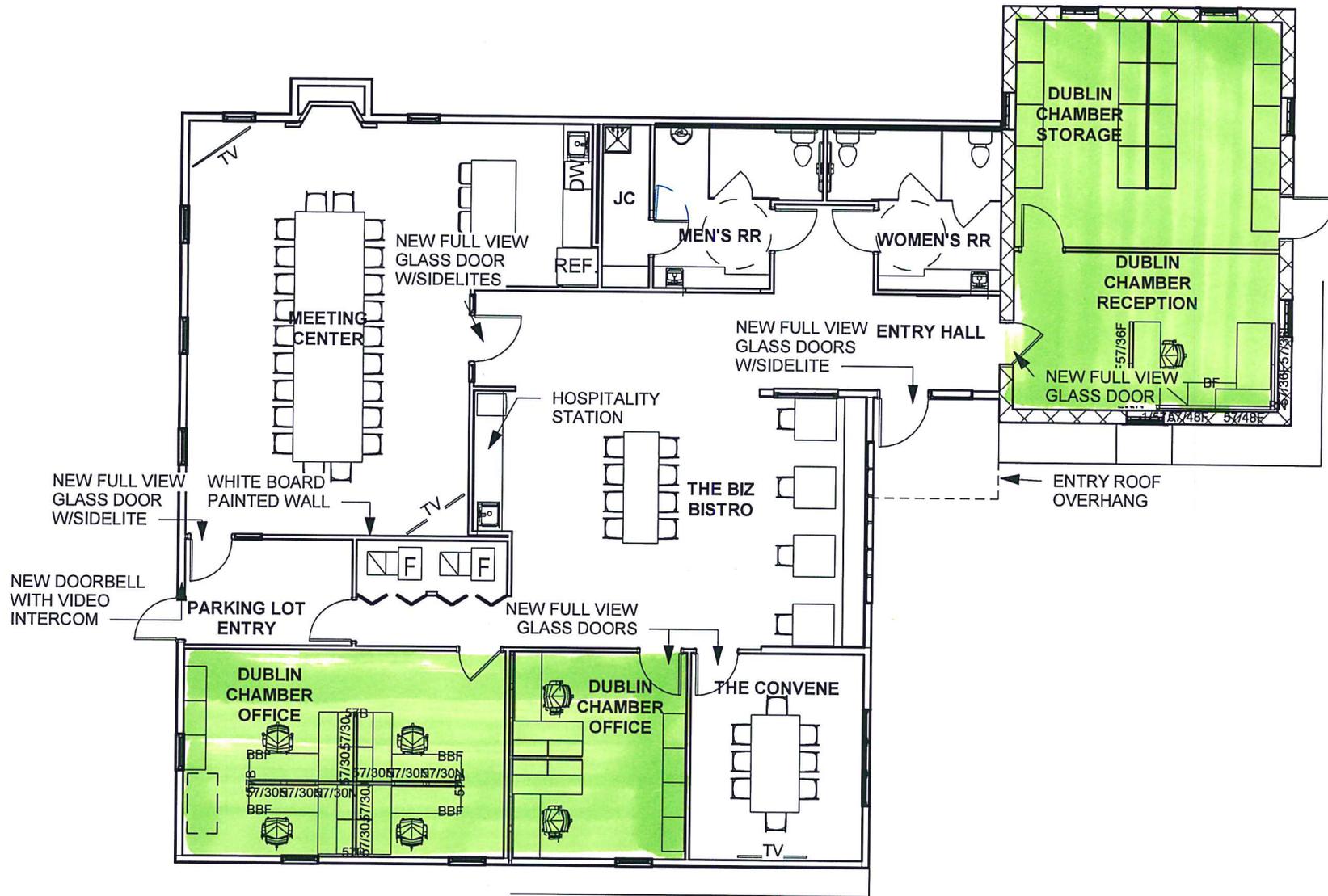


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New carpet and profile vinyl base.
 Paint all walls, ceiling and trim.
 Replace all lighting with LED. Style to match new décor.
 Add pathway and power for pendent mounted flat screen monitors x2.

Construct new Kitchen \$25,000

Repurpose the existing Women’s Toilet Room into Kitchen for Community Room use. Island, Cabinets, granite counter tops, tile wet wall, ceramic plank flooring, profile vinyl base, appliances, LED lighting, painted walls, ceiling, trims. Finishes to match new décor.

Furnishings \$20,000

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Work to include adding 200 SF to the building and repurposing the existing Men’s Toilet Room to accommodate ADA compliant men’s and women’s restrooms. To include vinyl plank flooring, tile wet wall, metal toilet partitions, painted walls, ceilings. Fixtures, finishes, lighting, doors/hardware to match new décor. The existing housekeeping closet to remain.

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Expand Building Useable Area and Relocate Front Entry \$30,000

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 Construct new insulated concrete foundation and slab.
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VI. Interior Hallway Areas \$60,000 \$60,000 / \$0

Front Hallway \$25,000

Replace flooring with ceramic plank tile to match new décor.
 Replace all existing base with profile vinyl base.
 New doors, frames and casings. Ceilings to be wood plank.
 Paint all walls to match new décor.
 Replace all lighting with LED. Style to match new décor.
 Add pathway and power for flat screen monitors

Parking Lot Entrance & Hallway \$35,000

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