ORDINANCE

AMENDING THE ORDINANCE REGARDING THE HUNT MEMORIAL BUILDING BOARD OF TRUSTEES

CITY OF NASHUA

In the Year Two Thousand and Twelve

The City of Nashua ordains that Part 1 "Administrative Legislation", Chapter 5 "Administration of Government", Part 4 "Officers and Employees", Article XIII "Generally", Section 5-56 "Hunt Memorial Building (Library Hill) Board of Trustees" of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined subsection F:

"**Sec. 5-56. Hunt Memorial Building (Library Hill) Board of Trustees.**

...

F. The Hunt Memorial Building Board of Trustees, pursuant to its authority to manage the property, may lease office spaces located within the Hunt Memorial Building. The terms and conditions of such leases shall be reviewed and approved by the city's legal counsel and the risk management department. No lease shall interfere with the Hunt Memorial Building's primary uses as a community building, museum or other similar public use. No lease shall have a term of longer than five (5) years, including any renewal options, unless such lease is approved by the board of aldermen."

This ordinance shall become effective upon passage.

LEGISLATIVE YEAR 2012

ORDINANCE: O-12-009

PURPOSE: **Amending the ordinance regarding the Hunt Memorial Building Board of Trustees**

ENDORSERS: **Alderman Mary Ann Melizzi-Golja**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **The fiscal impact is unknown at this time as there are no existing leases. Office space will be leased for approximately $14/sq. ft., total office space is 2324 sq. ft. ($14. X 2324 = $32,536 in annual lease payments). City expenses include building upkeep, electricity and heat.**

ANALYSIS

This ordinance authorizes the Board of Trustees for the Hunt Memorial Building to lease some or all of the six (6) office spaces located within the Hunt Memorial Building without obtaining approval for each individual lease from the board of aldermen. See attached floor diagram. All leases would be subject to review by the city's legal counsel and the risk management department. The leases of these offices cannot interfere with the primary use of the Hunt Memorial Building as a community facility. Leases of offices cannot exceed five (5) years unless approved by the board of aldermen. See attached copy of sample lease agreement.

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: **April 20, 2012**

Restoration, Renovation & Program Development

THE HUNT BUILDING

6 Main Street Office Lease

This LEASE entered into this _____day of _____, 20___, by and between the City of Nashua, hereinafter referred to as "Lessor" and _____hereinafter referred to as "Lessee".

In and for the mutual covenants set forth herein, and other good and valuable consideration paid, the parties agree as follows:

1. LEASE OF PREMISES AND TERM

The Lessor leases to the Lessee office space #_____ within the property situated at 6 Main Street, Nashua, New Hampshire depicted on Attachment A (showing both exclusive and non-exclusive space) and subject to the terms of this agreement. The term of this Lease shall commence on the _____day of _____, 20___ and shall expire on the _____ day of _____, 20___. Upon the end of the term of this Lease, the Lessee shall vacate the Premises and deliver up the Premises to Lessor in substantially the same condition as when this Lease commencement, reasonable wear and tear excepted, free and clear of Lessee's property, or claims of any sort. Any property of the Lessee remaining on the Premises after 30 days have passed, may be disposed of by the Lessor, at its sole discretion.

2. EXTENSION OF LEASE REQUEST

Lessee may request up to 3 one year lease extensions in writing 90 days prior to expiration of active lease and must be current on their obligations under that lease. Rental fee will be subject to increase based on current CPI rate, not to exceed 3%.

3. RENT

The rent for said term shall be $_____; _____ per month, payable on the first day of each month. Lessee will owe a prorated amount for any partial months when Lease commences on a day other than the first of the month. A late fee of $50 will be charged on the 10th day of the month if rent has yet to be received. A $25 fee is charged for returned checks.

4. DEPOSIT

A security deposit, equal to one month's rent, is due at the Lease signing. The deposit will be returned to the Lessee at the conclusion of their Lease, having abided by section #1 and at the discretion of the Lessor

PAYMENT OF REAL AND PERSONAL PROPERTY TAXES

Lessee shall be solely responsible for the payment of all properly assessed real and personal property taxes no later than the due date of said taxes. Lessee shall be required to pay real or personal property taxes on improvements added by Lessee during the term of this Lease. Should Lessee believe that it is entitled to an exemption from such real or personal property taxes, Lessee may apply for same to the board of tax assessors pursuant to applicable statutes, laws and/or regulations. The failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the Lessor.

5. UTILITIES

The Lessor shall provide electricity and heating on the Premises. The Lessor will have control of thermostat settings and maintain a comfortable working climate. Lessee is responsible for all telephone and any other telecommunications and internet connections and charges.

6. LESSOR'S MAINTENANCE

The Lessor, at its cost, shall maintain, in good condition, the structural parts of the Premises including foundations, exterior walls, HVAC and existing fire and safety systems.

7. PUBLIC AREAS

It is understood that the Lessee shall have access, but not exclusive access, to the common meeting areas on the main floor and on the grounds. Availability is first come first serve, not to conflict with the Hunt Buildings event calendar, and will be reserved with the Building Administrator. Common areas reserved by the Lessee will be cleaned and returned to their original condition at the sole responsibility and expense of the Lessee.

8. MAINTENANCE/SECURITY

In keeping with the historical nature of the building and especially respecting the most recent renovations, the Lessee shall, at its own expense, maintain and clean portions of the Premises identified as Lessee's exclusive area on Attachment A. The Lessee shall be liable for any damage to any portion of the Premises depicted on Attachment A resulting from the acts or omissions of the Lessee, its authorized representatives, agents and invitees. Lessee shall be responsible for collecting its own trash and proper disposal into the Lessor provided trash and recyclable barrels in the lower level of the building. All common restrooms and hallways will be maintained by the Lessor and it shall be understood that the Lessee's cooperation in good faith will be necessary. Lessor will be responsible for snow removal from all sidewalks and entryways. Lessee is responsible for securing and locking its exclusive area as well as any public/common areas used by the Lessee.

9. PARKING

Lessor is not providing any parking as part of this Lease. Lessee is responsible to follow both metered and non-metered parking ordinances and shall be solely responsible for tickets and/or citations resulting from its violations of such ordinances.

10. ALTERATIONS

Structural, interior and/or exterior alterations to the premises must be submitted by the Lessee to the Lessor in writing in a detailed project plan for approval. The Lessee shall not make any structural, interior or exterior alterations to the Premises without the written prior consent of the Lessor and the Historic District Commission's approval when applicable.

11. Signage

Exterior signage will be provided by the Lessor in keeping with the historic nature of the property and complying with the Historic District Commission guidelines. Interior signage will be provided by the Lessee on the exterior wall of each office suite. Nothing is to be hung on or adhered to on the custom doors throughout the building.

12. INSURANCE REQUIREMENTS OF LESSEE

Lessee will, prior to the execution of this agreement, file with the City of Nashua Risk Manager a certificate of insurance evidence general liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, naming the City of Nashua as an additional insured. Lessee shall furnish proof of property coverage for the value of contents. The City of Nashua requires thirty days notice of cancellation or material change in coverage. The cost of said insurance shall be borne by the Lessee solely. It is the responsibility of the Lessee to file with the City of Nashua Risk Manager updated certificates of insurance upon renewal. Failure to meet all insurance requirements shall constitute a default of the Lease and may result in immediate termination of this Lease and evacuation of the Premises.

13. PROPERTY OF LESSEE

All property of Lessee kept, stored or maintained on the Premises shall be at the sole risk of the Lessee.

14. COVENANT TO HOLD HARMLESS

Regardless of any coverage provided by any insurance, Lessee agrees to indemnify and shall defend and hold harmless the Hunt Building, the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Lessee or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this rental agreement. Lessee's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the Lessor.

15. NOTICES

All notices and reports required herein shall, if directed to the Lessor; hand delivered to the Building Administrator on the Premises, and if to the Lessee; mailed postage pre-paid, to:

Name_____

Street Address_____

City/State/Zip _____

16. SUPERSESSION/INTEGRATION/MATERIAL TERMS/WAIVERS

This Lease supersedes and replaces any prior Lease or other agreement between the parties hereto and is a fully integrated document to be interpreted in accordance with its express terms and without reference to other documents or oral interchanges between the parties. All terms of this Lease are material terms and are to be fully complied with. A waiver of compliance on any occasion shall not be deemed to constitute an agreement to waiver on any other occasion.

17. PROHIBITION AGAINST ASSIGNMENT

The Lessee shall not assign this Lease without first obtaining the Lessor 's written consent which may or may not be given in the discretion of the Lessor.

18. LESSOR'S RIGHT OF ENTRY

The Lessor and the Lessor' s authorized representatives shall have the right to enter the Premises at all times for any of the following purposes: to determine whether the Premises are in good condition and whether the Lessee is complying with its obligations under this agreement; or to do any necessary maintenance or to make any restoration to the Premises. The Lessor shall endeavor to give reasonable notice of its intent to enter the Premises pursuant to this section in non-emergency situations.

19. CONFORMANCE WITH THE LAW

In all actions permitted hereby by the Lessee shall conform to all pertinent federal, state and local laws, whether statutory or decisional. The Lessee shall not violate any law, building or fire code, act without a requisite license or permit or suffer or allow a violation of law to occur on the Premises.

20. HOLDOVER

If Lessee shall remain in possession of the Premises after the termination date or earlier termination of the Lease then the Lessee shall be deemed a Tenant-at-Will whose tenancy is terminable at any time. All terms of this Lease including rent shall remain in full effect. Additionally, Lessee shall pay to Lessor all damages incurred by Lessor on account of such holding over by Lessee.

21. NO ASSIGNMENT OR SUBLEASE

Lessee shall not assign to a third party any obligation or right under this lease. Lessee shall not sublet all or any part of the Premises.

22. DEFAULT BY LESSEE

The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay any installment of the Rent and/or late fee within 10 days when due.
(b) Lessee hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee, and not dismissed within sixty (60) days after commencement of such action, unless such action is commenced by Lessee, in which case there shall be no grace period.
(c) Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
(d) Lessee shall do or permit to be done any act which results in a lien being filed against the Premises or the real property upon which the Premises are located which is not satisfied by payment, bond or other security satisfactory to Lessor in its sole discretion within sixty (60) days after Lessee has notice thereof.
(e) The liquidation, termination, dissolution or (if the Lessee is a natural person) the death of Lessee.
(f) Lessee shall assign or attempt to assign any of the rights or obligations under this Lease.
(g) Lessee shall be in default of any other term, provision or covenant of this Lease, other than as specified in subparagraph (a) through (e) above, and such default is not cured within thirty (30) days after written notice thereof from Lessor to Lessee, unless such default, if capable of being cured, cannot reasonably be cured within said thirty (30) days and cure is promptly commenced within said thirty (30) day period and is being diligently pursued to completion.

23. REMEDIES FOR LESSEE'S DEFAULT

Upon the occurrence of any event of default set forth in the Lease, Lessor shall have the option to pursue any one or more of the following without notice or demand:

(a) Without declaring the Lease terminated, Lessor may enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim damages, and shall use reasonable efforts to relet the Premises on behalf of Lessee and receive the rent directly by reason of such reletting. Lessee agrees to pay Lessor upon demand any deficiency that may arise by reason of any reletting of the Premises; further, Lessee agrees to reimburse Lessor for any reasonable expenditure made by it in order to relet the Premises, including but not limited to repair costs.

(b) Without declaring the Lease terminated, Lessor may enter upon the Premises without being liable for any claim for damages, and perform Lessee's obligations under the Lease. Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this Lease unless such damages are caused by the gross negligence or willful misconduct of Lessor.

(c) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent enter upon and take possession of the Premises and expel or remove Lessee and any other Lessee who may be occupying all or any part of the Premises without being liable for any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer for any reason due to the failure of Lessee to maintain and/or repair the Premises prior to the termination of the Lease as required hereunder and/or due to the inability of Lessor to relet the Premises on satisfactory terms or otherwise.

All rights and remedies of Lessor herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute a forfeiture or

waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provision or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions or covenants contained in this Lease. Lessor may collect and receive rent due from Lessee without waiving or affecting any rights or remedies that Lessor may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to re-enter the Premises shall not be construed to be an election by Lessor to terminate this Lease. All waivers made pursuant to the terms and provisions of this Lease must be in writing and signed by the waiving party.

24. APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of the State of New Hampshire and all actions, suits and claims brought to enforce the terms of this Lease shall be brought in a court of competent jurisdiction in the State of New Hampshire.

The Hunt Building

By: _____
Donnalee Lozeau
Mayor

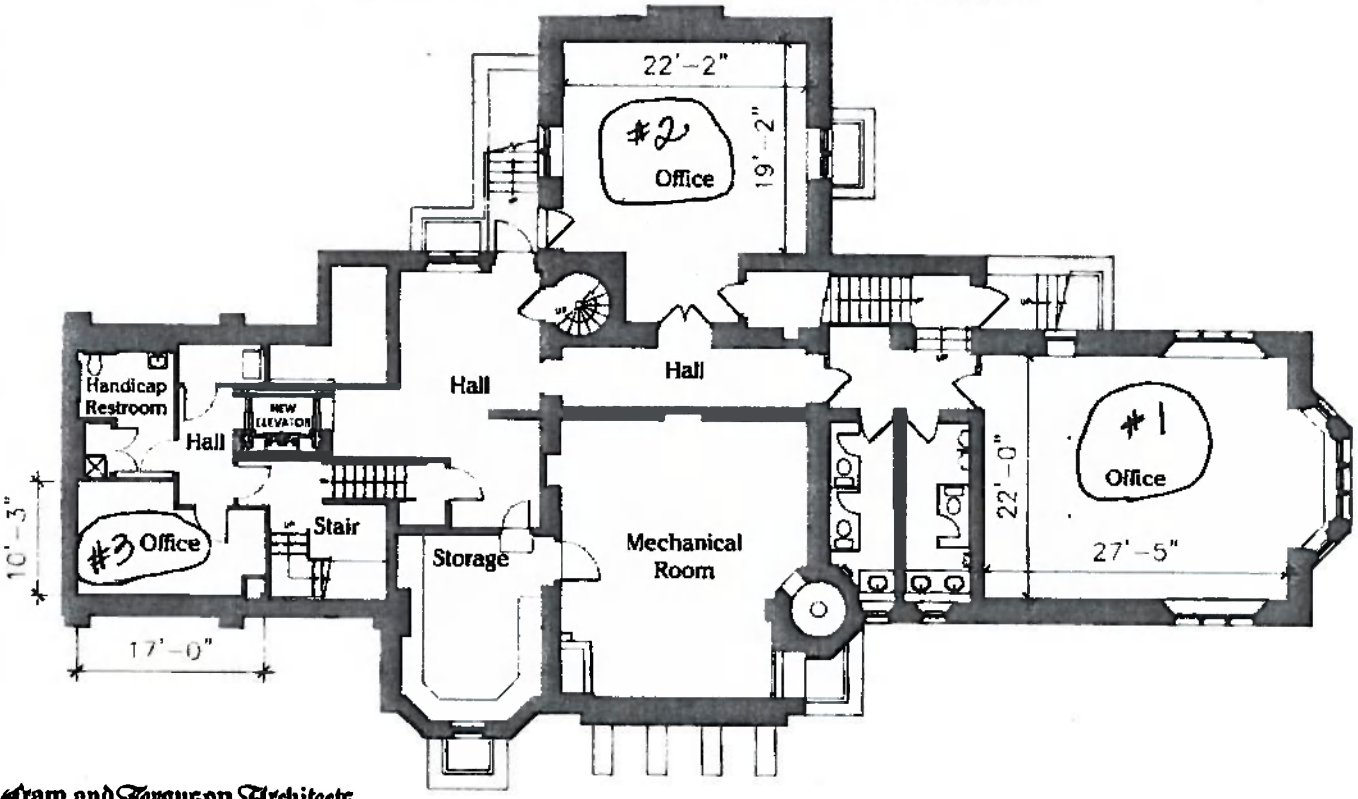
Witness: _____ Print Name: _____

Lessee _____

By: _____ Print Name: _____

Witness: _____ Print Name: _____

Date: _____



Cram and Ferguson Architects

THE HUNT MEMORIAL BUILDING

RESTORATION & IMPROVEMENTS November 23, 2011

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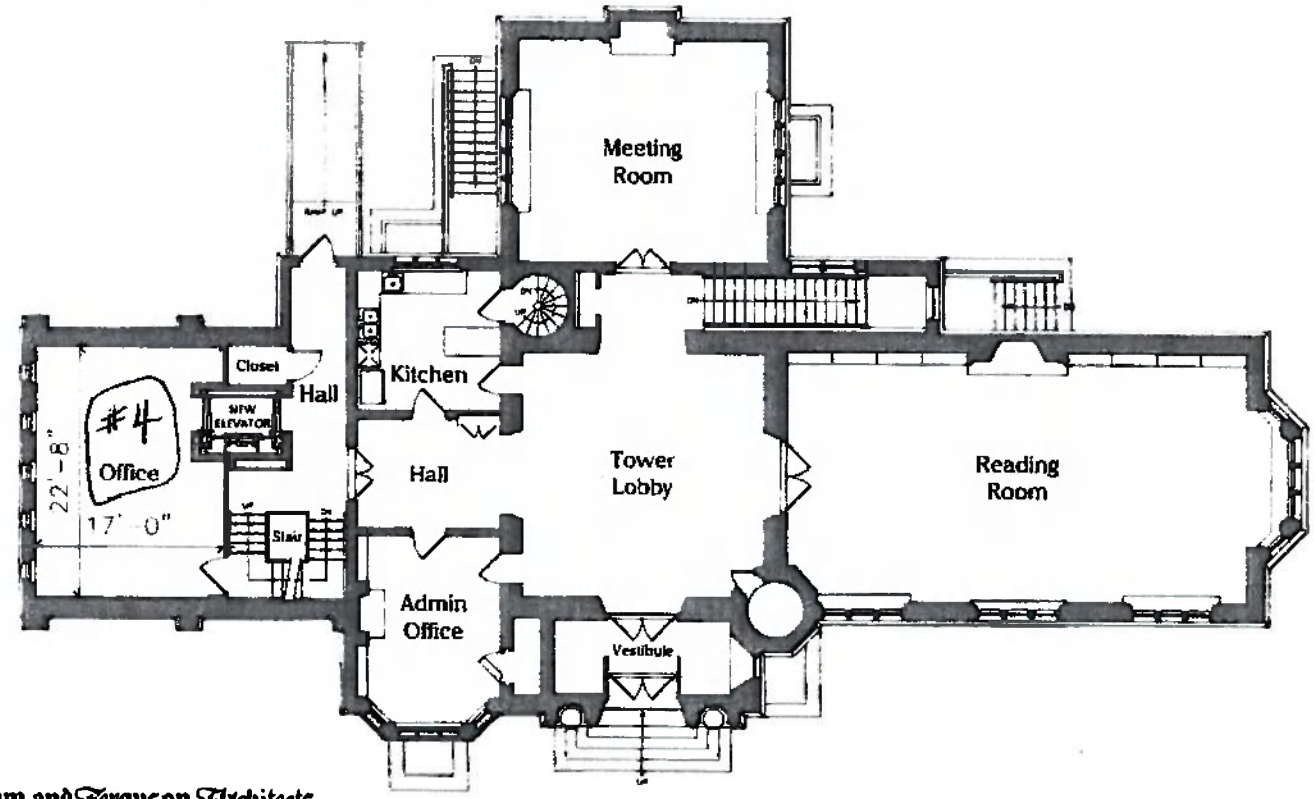
PLAN NORTH

LOWERLEVEL FLOORPLAN



Cram and Ferguson Architects
THE HUNT MEMORIAL BUILDING
RESTORATION & IMPROVEMENTS
November 23, 2018
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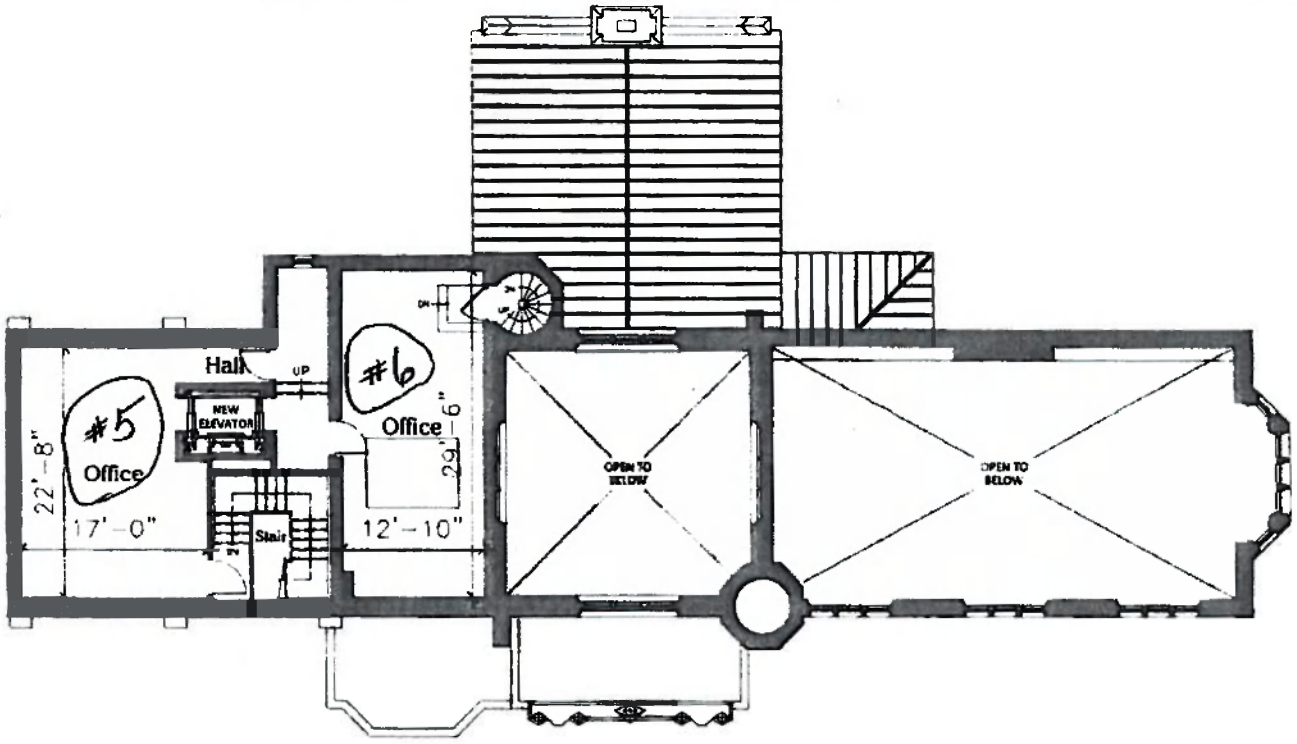
PLAN NORTH

FIRST FLOORPLAN



Cram and Ferguson Architects

THE HUNT MEMORIAL BUILDING

RESTORATION & IMPROVEMENTS November 23, 2011

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PLAN NORTH

SECOND FLOORPLAN

ORDINANCE **O-12-009**

Amending the ordinance regarding the Hunt Memorial Building Board of Trustees

Endorsed by

MELIZZI-GOLJA

TABACSKO

IN THE BOARD OF ALDERMEN

1ST READING APRIL 24, 2012

Referred to:

PERSONNEL/ADMINISTRATIVE AFFAIRS

2nd Reading JUNE 12, 2012

3rd Reading

4th Reading

Other Action

Passed

Indefinitely Postponed JUNE 12, 2012

Defeated

Attest: City Clerk

President

Approved Mayor's Signature

Date

Vetoed:

Veto Sustained.

Veto Overridden:

Attest: City Clerk

President