

RESOLUTION NO. 2008- 25A

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH KENT CITY SCHOOL BOARD OF EDUCATION FOR THE LEASE OF THIRTY (30) PARKING SPACES ON NORTH MANTUA STREET.

WHEREAS, the Kent City Council desires to continue to make parking available for the redevelopment of the West River Neighborhood; and

WHEREAS, additional parking will make it more feasible for developers to attract businesses to the area, creating jobs and income for the City; and

WHEREAS, the Kent City Board of Education has parking spaces on North Mantua Street that it is willing to continue to lease to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least a majority (5) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, be and hereby is authorized to enter into the agreement with the Kent City Board of Education in substantial compliance with the terms of Exhibit "A", attached hereto, for parking spaces on North Mantua Street.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Resolution shall take effect and be in force from and after the earliest date allowed by law.

PASSED: 1/28/08
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2008-25A was duly enacted this 28th day of January, 2008, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into between the KENT CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Lessor"), operated and established under the laws of the State of Ohio, and the CITY OF KENT, Ohio ("Lessee"), an Ohio municipal corporation.

1) The Lessor agrees to lease to Lessee thirty (30) parking spaces, plus access to said parking spaces in its parking lot located on the east side of North Mantua Street, between Park Avenue and Rockwell Street, and more fully described in the attached Exhibit "A". Lessor has the option of designating which thirty (30) spaces may be used.

2. a.) The term of the lease will be one (1) year beginning on February 1, 2008. The lease will automatically renew for two (2) one (1) year periods unless either party gives a written notice not to renew to the other party, six (6) months prior to the expiration of the lease or any subsequent automatic renewal periods.

b.) It is further agreed by the parties that this agreement shall be reviewed and may be modified or terminated once the property known as West River Place has full occupancy.

3) The Lessee agrees to pay rent for said premises in the amount of Three Hundred Fifty Four Dollars 73/100 (\$354.73) per month, payable on the first (1st) day of each month in advance. An increase of two and one half percent (2.5%) per year, payable monthly, shall be applicable, beginning in January, 2009. Rent payments paid after the fifteenth (15th) of each month will cause an additional Ten Dollar (\$10.00) late fee to be due and owing.

4) Lessee further agrees to use the premises for parking vehicles. The premises shall not be used for any other purpose without the written consent of the Lessor.

5) Upon non-payment of any of the rent for thirty (30) days after it becomes due or upon the breach of any of the agreement herein, the Lessor may terminate this lease and re-enter and repossess the premises without prejudice to the Lessee.

6) The Lessor agrees that the Lessee shall be able to use the premises during the term of the

lease without any hinderance by the Lessor.

7) The Lessee will make no alterations to the premises without the written consent of the Lessor.

8) The Lessee will surrender and deliver up the premises at the end of the term in the same order and condition as the premises now stands. Reasonable use and natural wear and tear accepted.

9) Lessee may sublet the parking spaces only with the prior consent of Lessor, which consent shall not be unreasonably withheld. (This provision does not apply to the Lessee's intended use of the parking spaces for public parking with the issuance of 10-hour parking permits).

10) Lessee agrees to hold Lessor harmless for any and all injuries and damages occurring on the property, including Lessor's legal costs, if any, unless some act or omission of Lessor was the substantial and proximate cause for such injuries and/or damages incurred.

11) During the term of this Lease, Lessee shall be solely responsible for all routine maintenance of the property, including but not limited to snow removal, vegetation control, and gravel replacement.

12) In the event an unforeseen event, such as an act of God/natural disaster, occurs which makes one of the Kent City School buildings uninhabitable for students and staff, and the Board of Education thereafter determines that Central School must be re-occupied to maintain the educational program of the District, Lessee agrees to surrender the property and void the lease within fifteen (15) days of the Lessor's written request.

13) This lease shall be governed under the laws of the State of Ohio.

Lessor and Lessee have executed this agreement this _____ day of _____, 2007.

KENT CITY BOARD OF EDUCATION

321 North Depeyster Street
Kent, Ohio 44240

By: _____
Dr. Joseph M. Giancola, Superintendent

By: _____
Deborah A. Krutz, Treasurer

CITY OF KENT, OHIO

325 South Depeyster Street
Kent, Ohio 44240

By: _____
Dave Ruller, City Manager

By: _____
Barbara A. Rissland
Budget & Finance Director

APPROVED AS TO FORM

James R. Silver, Law Director
City of Kent, Ohio