

ORDINANCE NO. 2013- 101

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN A BRIDGE COMMERCIAL LEASE AGREEMENT FOR THE MARTINEL INCUBATOR LOCATED AT 277 MARTINEL DRIVE, KENT, OHIO, SAID LEASE TO LAST UNTIL NOVEMBER 30, 2013, AT A MAXIMUM COST TO THE CITY OF KENT OF \$6,000.00; AND DECLARING AN EMERGENCY.

WHEREAS, the Regional Economic Growth Corp. (REGC) is currently experiencing some restructuring which will not allow it to fund rent payments for the leased small business incubator space located at 277 Martinel Drive, Kent, Ohio; and

WHEREAS, the City of Kent, Ohio desires to give the incubator tenants at 277 Martinel Drive, some time to decide what they will do without the REGC rent subsidy; and

WHEREAS, the City has negotiated a ninety (90) day lease for the incubator space at 277 Martinel Drive, with the owner of said building, Harbor Properties; and

WHEREAS, the City of Kent, Ohio will be responsible for payment of \$2,000.00 per month through November 30, 2013 for said incubator space; and the City will receive the rent from the tenants of the incubator space; and

WHEREAS, time is of the essence to keep the incubator tenants from being evicted.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into the Bridge Commercial Lease Agreement, attached hereto as Exhibit "A" and made a part hereof, for the small business incubator space located at 277 Martinel Drive, Kent, Ohio, for \$2,000.00 per month up and until November 30, 2013.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 09/18/2013
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2013-101 was duly enacted this 18th day of September 2013, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL

BRIDGE COMMERCIAL LEASE AGREEMENT

THIS BRIDGE COMMERCIAL LEASE AGREEMENT (" Bridge Lease) is made and entered into as of the ____ day of _____, 2013 by and between **HARBOR PROPERTIES** of 850 South Hermitage Road, Suite B1, Hermitage, PA 16148 a Pennsylvania Corporation, ("Landlord"), and **THE CITY OF KENT** of Kent Ohio ("Tenant").

1. LEASED PREMISES:

- a. DEMISE: Landlord leases to Tenant and Tenant hires from Landlord the premises identified as 285 Martinel Drive, Kent, OH 44240 for a term ("Term") which shall commence September 1, 2013 and continue not more than 90 days or until a new Property Owner and or new Tenant is secured.

2. RENT.

- a. BASE MONTHLY RENT: On or before the first day of each month during the term of this LEASE, Tenant will pay Landlord base monthly rent of \$2000.00
- b. FIRST MONTH'S RENT: Is due September 1, 2013.
- c. PLACE OF PAYMENT: Tenant will remit all amounts due Landlord under this LEASE to Harbor Properties 850 S. Hermitage Rd., Suite B1, Hermitage, PA 16148 or to such other person or at such other place as Landlord may designate in writing.

3. TAXES: Landlord will pay all real property ad valorem taxes assessed against the Leased Premises.

4. UTILITIES:

- a. Landlord will pay directly to the utility service provider all utility charges, should such charges be the responsibility of the Tenant, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- b. The party designated below will be responsible to pay the utility charges and any connection charges for the property: 285 Martinel Drive, Kent, OH 44240 (Check all that apply).

	N/A	Landlord	Tenant
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waste Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. INSURANCE:

- a. Landlord carries insurance for the building, for fire and liability. Tenants and Subtenants need to be made aware that they need their own insurance specific to their business and to cover their personal property at this location.

6. TENANT AGREES:

- a. To manage sub-tenant and matters related to sub-tenant's occupancy.

- b. To keep the Leased Premises in careful, safe and proper manner and to promptly keep all walkways adjacent to the Leased Premises clean of snow, ice and debris. Tenant will salt walkways adjacent to Leased Premises as needed.
- c. To prevent the Leased Premises from being used in any way which will injure the reputation of the same or of the building or buildings which it is a part of may be a nuisance, annoyance, inconvenience or damage to the other tenants of the building or buildings of the neighborhood.
- d. To abide by all reasonable rules and regulations established by Landlord from time to time with respect to the Common Areas, facilities, improvements and sidewalks.
- e. Not to permit any activity within the Leased Premises or Property that violates any applicable law, regulations, zoning ordinance, restrictive covenant, governmental order, Landlord's rules or regulations, or this LEASE.
- f. Not to permit any activity within the Leased Premises or Property that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous material, wastewater, waste disposal, air emissions, or other environmental matters.
- g. Not to permit the permanent or temporary storage of any hazardous material within the Leased Premises or Property.
- h. Notify Landlord in writing for any need of repairs that are Landlord's responsibility to repair or that Tenant is aware of existing or affect safety or security of property

7. LANDLORD AGREES:

- a. To maintain foundation, exterior walls roof and other structural components of the Leased Premises.
- b. To maintain grounds to include landscaping, grass mowing, parking lot maintenance, reasonable snow and ice removal.

8. **HOLDOVER:** If Tenant fails to vacate the Leased Premises at the time this LEASE ends, Tenant will become a tenant-at-will and must vacate the Leased Premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord will extend this LEASE. Tenant will indemnify Landlord and any prospective tenants for any and all damages cause by holdover. Rent for any holdover period will be one hundred and twenty-five percent (125%) of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable without notice or demand.

9. **ASSIGNMENT:** Landlord may assign this LEASE to any subsequent owner or manager of the Property.

10. Special Provisions

This is a short term Bridge Lease for the sole purpose of (The City of Kent) supporting existing sub-tenants. Harbor Properties has agreed to work with the City of Kent to bring this to a permanent resolution within this 90 day period

11. NOTICES: all notices under this LEASE must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

TENANT at: _____ (Address)

LANDLORD at:

Address: 850 S. Hermitage Rd, Hermitage PA 16148

IN WITNESS WHEREOF, Landlord and Tenant have executed duplicate counterparts of this Lease on the dates hereinafter noted, as of the date first set forth on page 1 hereof.

LANDLORD:

HARBOR PROPERTIES, a
Pennsylvania Corporation

By: _____

Its: _____

Date: _____

TENANT:

CITY OF KENT OHIO

By: _____

Its: _____

Date: _____