

ORDINANCE NO. 2019 - 69

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACCEPT THE LEASE RENEWAL TERMS WITH KENT STATE UNIVERSITY TO CONTINUE TO RENT 414 EAST MAIN STREET BUILDING FOR THE CITY OF KENT HEALTH DEPARTMENT'S USE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Health Department would like to renew their lease at 414 East Main Street for an additional 1 year from July 1, 2019 until June 30, 2020; and

WHEREAS, the annual lease would increase from \$12,495.12 (\$1,041.26/monthly) to \$12,745.08 (\$1,062.09/monthly).

NOW, THEREFORE, BE IT ORDAINED 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 Kent City Council hereby authorizes the City Manager, or his designee, to accept the lease renewal terms with Kent State University to continue to rent 414 East Main Street building for the City of Kent Health Department's use and is more fully described in Exhibit "A", attached hereto and made a part thereof.

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: June 19, 2019
Date

Faha
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: June 19, 2019
Date

ATTEST: Dawn Bishop
Dawn Bishop
Interim Clerk of Council

I, DAWN BISHOP, INTERIM CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

Dawn Bishop
INTERIM CLERK OF COUNCIL

SECOND AMENDMENT TO LEASE

The Second Amendment to Lease is made as of the ____ day of _____, 2019, by and between KENT STATE UNIVERSITY (“**Lessor**”) and the CITY OF KENT, OHIO (“**Lessee**”). Lessor and the Lessee sometimes hereafter are individually referred to as “**Party**” and collectively as “**Parties**”.

Background

A. The Lessor and Lessee are parties to that certain lease dated August 3, 2016, as such lease was amended by that certain First Amendment to Lease dated _____, 2018 (collectively, the “**Lease**”) for the right of the Lessee to occupy 6480 square feet of office space located at 414 East Main Street (“**Premises**”) in the City of Kent, Portage County, State of Ohio.

B. The Parties now desire to extend the Term of the Lease for one year.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. The Term of the Lease is hereby extended for one (1) additional (1) year term from July 1, 2019 to June 30, 2020. No renewals are available under the Lease and the Lease shall terminate and be of no further force and effect after 11:59 p.m., June 30, 2020.
2. The Per Lease Year and Monthly Basic Rent payments from July 1, 2019 to June 30, 2020 are as follows:

<u>Lease Year</u>	<u>Per Lease Year</u>	<u>Monthly</u>
July 1, 2019 – June 30, 2020	\$ 12,745.08	\$1,062.09

Rent is payable in twelve (12) equal monthly payments, in advance, by the first day of each month during the term, beginning July 1, 2019.

3. The terms and conditions of the Lease as amended, shall remain in full force and effect, and are hereby confirmed and reaffirmed for all purposes and in all respects. All capitalized words not otherwise defined or modified herein shall have the meanings defined in the Lease.
4. Lessor and Lessee hereby represent, warrant, and covenant to each other that:
 - a. The Lease as amended remains in full force and effect free from default and free from the occurrence of an event which but for the passage of time or the service of notice or both would constitute a default thereunder by any party thereto; and,

- b. Each has the full power and authority to enter into this Second Amendment to Lease which shall become a binding and legal obligation upon complete execution without further approvals.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment Lease as of the date first above written.

Reviewed as to legal form for Kent State

By: _____
Douglas Kubinski
Associate Counsel
Office of General Counsel

LESSOR:

KENT STATE UNIVERSITY

By: _____
Mark Polatajko
Senior Vice President of
Finance and Administration

LESSEE:

CITY OF KENT

By: _____
David Ruller
City Manager

Approved as to Form:

Hope L. Jones
Law Director

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of (_____) required to meet the contract, agreement, obligation, payment or expenditure, for the above First Amendment, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of _____ Fund free from any obligation or certificates now outstanding.

Date

DRAFT