

ORDINANCE NO. 2022 -082

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO AMEND THE LEASE AGREEMENT WITH PARTA AND THE CITY OF KENT HEALTH DEPARTMENT TO CONTINUE TO LEASE 201 EAST ERIE STREET AND TO INCLUDE BOTH SUITE G AND E TO THE LEASE WHICH IS THE 2<sup>ND</sup> FLOOR AND GROUND FLOOR FOR CLINICAL PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent Health Department would like to continue to lease the office space at 201 East Erie Street and would like to include Suite G and E to the lease which is the 2<sup>nd</sup> floor and ground floor for clinical purposes of the PARTA Central Gateway in downtown Kent through 2028.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

**SECTION 1.** That Kent City Council hereby authorizes the City Manager, or his designee, to amend the lease agreement with PARTA and the City of Kent Health Department to continue to lease 201 S. Erie Street, Kent, Ohio and to add to the lease Suite G and E which is the 2<sup>nd</sup> Floor and the ground floor for clinical purposes through 2028 and is more fully described in Exhibit "A", attached hereto and made a part thereof.

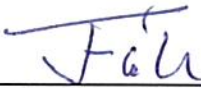
**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code. In addition, allowing Budget & Finance to appropriate an additional \$5,000.00 for the increase cost of said lease for the remainder of 2022.

**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: August 17, 2022  
Date

EFFECTIVE: August 17, 2022  
Date

ATTEST: Amy Wilkens  
Amy Wilkens  
Clerk of Council

  
Jerry T. Fiala  
Mayor and President of Council

I, AMY WILKENS, 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. 2022-082*\_\_\_\_, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON August 17\_\_\_\_, 2022\_\_\_\_\_.

(SEAL)

  
\_\_\_\_\_  
AMY WILKENS  
CLERK OF COUNCIL

# LEASE

This Lease Agreement ("Lease" or "Contract") entered into on this \_\_\_\_ day of August, 2022 by and between PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY ("PARTA" or "Landlord") and THE KENT CITY HEALTH DEPARTMENT ("Health Department" or "Tenant"). Landlord and Tenant hereby agree as follows:

## 1. PROPERTY AND COMMON AREAS.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite G and Suite E known as 201 S. Erie Street, Suite G, Kent, Ohio 44240 (the "Property") in the building known as Kent Central Gateway (the "Building"). The Premises shall also include the "bull pen" secured area at the top of the ramp on the third level of the attached parking deck of the Building and the ground-level, exterior storage area located on the Erie Street side of the building. Tenant shall secure all permits and approval for proper signage at the outside entrance of the Property.

## 2. TERM.

This lease shall end in 2028. The first Lease term shall begin on July 1, 2022 and end on March 31, 2021. Each additional term shall begin on April 1<sup>st</sup> and end the following year on March 31<sup>st</sup>. Either party shall have the right to terminate this Lease upon providing the other party with sixty (60) days prior written notice of said termination. Pursuant to Section 15(T) of this Lease, the Term of this Lease may be extended up to an additional five (5) years.

## 3. RENT.

During the Term, Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Property, each month the following amounts:

First Lease Term: July 1, 2022 through March 31, 2023

Suite E: \$1,833.33 monthly rent + \$50.00 common area clean up + tenant will pay electric bill for Suite E.

Total for first lease term: \$1,883.33 + electricity.

Suite G: \$2,218.10 monthly rent + \$50.00 common area clean up + \$150.00 electricity

Total for first lease term: \$2,418.10

Each subsequent lease year, the monthly rent will be increased by a rate equal to the average of the last 5 year CPI Indexes.

## 4. UTILITIES/CLEANING/SNOW REMOVAL

Landlord will be responsible for the following utilities associated with the leased space of the Property including water and sewer, gas, trash and disposal. Any fees assessed to the Tenant for these utilities will be covered by the Rent paid by the Tenant.

Tenant will pay One Hundred Fifty Dollars (\$150.00) per month for electricity for Suite G. Tenant will pay for the actual cost of electricity for Suite E. Tenant shall pay Fifty Dollars (\$50.00) per month each Suite for common area clean up. Landlord shall be responsible for the removal of snow and ice from the driveway serving the Property.

Tenant will be responsible for payment of any Cable and Internet and phone service at the Property. Landlord shall provide security for the Property such as access cards, keys, working security cameras in common areas (if already in place).

5. USE OF PROPERTY AND BUILDING BY TENANT.

Tenant's Use of Property. Tenant shall continuously occupy and use the Property only for public-health related services in compliance with all applicable laws. During the Term of this Lease, Tenant is granted the nonexclusive license in common with other tenants in the Building to permit its customers and invitees to use the sidewalks, parking areas, the entrance and exit ways designated by Landlord for ingress and egress to and from the Property from a public street or highway, loading docks, delivery areas, landscaped areas and all other areas or improvements which may be provided by Landlord for the common use of tenants of the Building (hereinabove and hereinafter collectively referred to as the "Common Areas"). However, Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the stores in the Building or of the Common Areas, or any part thereof. All Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right at any time, and from time to time, to establish, modify, amend and enforce reasonable rules and regulations for the Common Areas. Tenant shall observe such rules and regulations on notice thereof and shall cause its employees, agents, concessionaires, invitees and licensees to do the same. Landlord may temporarily close parts of the Common Areas for such periods of time as may be necessary for (a) temporary use as a work area in connection with the construction of buildings and other improvements within the Building or contiguous property; (b) repairs or alterations in or to the Common Areas or to any utility facilities; (c) preventing the public from obtaining prescriptive rights in or to the Common Areas; (d) emergency or security reasons; or (e) doing and performing such other acts as Landlord shall determine to be appropriate for the Building.

6. LANDLORD'S RENOVATION OF THE PROPERTY

Tenant accepts the Property in its "AS-IS" "WHERE-IS" condition. Landlord shall not make any improvements to the Property except for the Landlord's Work as defined herein. Prior to Tenant's occupancy of the Property, Landlord shall estimate the cost of all renovation or build out requested by the Tenant and perform the work upon mutual written agreement (the "Landlord's Work"). The Landlord's Work is outlined in Exhibit A,

attached hereto and by this reference incorporated into this Lease.

7. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

- (A) To occupy the Property in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Tenant's use and occupancy of the Property, and without committing or permitting waste;
- (B) To neither do nor suffer anything to be done or kept in or about the Property which contravenes Landlord's insurance policies;
- (C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Property nor permit odors to be unreasonably dispelled from the Property;
- (D) To place no sign on the exterior of the Property or on the interior surface of any windows of the Property without obtaining Landlord's prior written consent, such consent not to be unreasonably withheld. Tenant shall be responsible for any approval needed from the City or other governing body for such signs. Landlord may choose to provide the interior signage at its discretion.
- (E) To permit Landlord free access to the Property upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Property that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Property;
- (F) To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Common Areas and Property, if any;
- (G) To not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Property that is not part of the business operations of the Tenant;
- (H) To not subject any fixtures, in or on the Property which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances;

8. REPAIRS AND ALTERATIONS.

- (A) Repairs by Landlord. Once Tenant has taken occupancy of the Property, Landlord shall be notified in writing of any maintenance that needs to be performed to any portion of the Property. Landlord shall be responsible for maintenance of the HVAC,

electric, water, gas, elevator and roof. If such repairs or replacements are required because of acts of Tenant or its employees, agents, invitees, licensees or contractors, Tenant shall pay all costs thereof to Landlord upon demand.

- (B) Repairs by Tenant. Tenant shall keep the Property and every part thereof and any fixtures, facilities or equipment contained therein, in good order and condition and broom clean condition, and shall return the Property to the Landlord in the condition that existed when the Tenant took occupancy minus normal wear and tear.
- (C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Property. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner. Tenant shall promptly repair any damages to the Property, or to the buildings of which the Property are a part, caused by any alterations, additions or improvements to the Property by Tenant.
- (D) Removal of Improvements. All of Tenant's trade fixtures, equipment, furniture, inventory and other personal property owned by Tenant and located at the Property, shall remain the personal property of Tenant. Tenant shall have the right at any time to remove Tenant's personal property provided that Tenant repairs any damage to the Property caused by such removal. If Tenant fails to remove such items from the Property prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall be deemed abandoned by Tenant and shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Property shall be so located at the Tenant's sole risk. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Property, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from water, gas, steam, fire, or the bursting, stoppage, or leaking of sewer pipes, or from any heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

## 9. INSURANCE.

- (A) Public Liability Insurance. During the Term, Tenant agrees to carry public liability insurance covering the Property and Tenant's use thereof with minimum limits of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars (\$100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof)

with Landlord prior to the date of and use or occupancy of the Property by Tenant; said policy or policies shall name Landlord as additional insureds, and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof. At or prior to the commencement of this Lease, Tenant shall deliver to Landlord a copy of each fully paid policy properly authenticated by the insurer evidencing the foregoing insurance and meeting the requirements of this Lease or, if Landlord approves in writing after Tenant's written request, Tenant may furnish Landlord a certificate of insurance certifying the issuance of the foregoing insurance. If Tenant fails to obtain or maintain such insurance, Landlord may obtain the insurance and Tenant agrees to pay on demand any amount paid by Landlord for such purposes, and, in case of Tenant's failure to so pay, the amount due shall be included in Rent and become due upon the installment of Rent next due under this Lease.

- (B) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's personal property located in the Property, including acts performed by Landlord's employees, agents, invitees, contractors, customers and officers, (ii) for any acts or omissions of other tenants of the Property, nor (iii) for any condition of the Property whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.
- (C) Fire and Extended Coverage Insurance. During the Term, Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures and all other items of personal property of Tenant located on or within the Property. At or prior to the commencement of this Lease, Tenant shall deliver to Landlord a copy of each fully paid policy properly authenticated by the insurer evidencing the foregoing insurance and meeting the requirements of this Lease or, if Landlord approves in writing after Tenant's written request, Tenant may furnish Landlord a certificate of insurance certifying the issuance of the foregoing insurance. If Tenant fails to obtain or maintain such insurance, Landlord may obtain the insurance and Tenant agrees to pay on demand any amount paid by Landlord for such purposes, and, in case of Tenant's failure to so pay, the amount due shall be included in Rent and become due upon the installment of Rent next due under this Lease.
- (D) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Property, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefore, so long as the other party pays such extra cost. If cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this

Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Property originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

10. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Property or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Property by any concessionaire or licensee without in each case the prior written consent of Landlord.

11. RETURN OF PROPERTY.

Tenant shall return said Property in at least as good as condition as existed at commencement of this Lease, minus normal wear and tear.

12. DEFAULT BY TENANT.

If any one or more of the following events occur, that event or events shall hereby be classified as a "Default" under this Lease If:

- (i) Tenant fails to pay Rent or any other charges required to be paid by Tenant when the same shall become due and payable, and Tenant fails to remedy such Default within ten (10) days after written notice from Landlord;
- (ii) Tenant fails to perform or observe any terms, conditions, or obligations of this Lease, and Tenant fails to remedy such Default within (30) days after written notice from Landlord (or, in the event such Default cannot be reasonably cured within the (30) day period, Tenant fails to commence to cure such Default within the (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time);
- (iii) A receiver of any personal property of Tenant on the Property is appointed;
- (iv) Tenant's interest in the Property is levied upon by legal process;
- (v) Tenant is adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication; or,
- (vi) Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors.

Should a Default occur under this Lease, then the obligations of Landlord hereunder shall cease, and Landlord may pursue any or all of the following:

- (a) Landlord may terminate this Lease as of the date of such Default by giving written notice of such election to Tenant and thereupon the Term of this Lease shall terminate and come to an end with the same force and effect (except as to Tenant's liability) as if such date had been the expiration date of the term herein originally granted. In such case, Tenant shall immediately surrender the



Property, Landlord may either with or without process of law, using self-help, and without being deemed a trespasser or being liable to Tenant for any damages therefor dispossess Tenant or other occupant and remove all of Tenant's or occupant's personal property from the Property and in addition may recover from Tenant immediately upon demand: (1) the cost of restoring the Property to that condition which is in accordance with Tenant's obligations as provided in the Lease; (2) Landlord's costs of recovering possession of the Property and Landlord's costs of removing and storing any personal property of Tenant left in the Property or Building which action may be done at Landlord's sole discretion; (3) all accrued and unpaid Rent due from Tenant to Landlord under this Lease as of the date of termination. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

- (b) Landlord may without terminating this Lease recover possession of the Property by legal process or through use of self-help and relet the Property, or any part thereof, to another tenant or tenants for a term different from the term of this Lease or for the balance of the term of this Lease as of the Default.

In such event, Landlord may repair or alter the Property in such manner as Landlord may deem necessary or advisable to prepare it for such further letting. Landlord may, but need not, relet the Property to a tenant with business operations different from those of Tenant. Landlord shall not be required to accept a tenant which does not meet a reasonable standard of managerial or operational skills or which does not have financial resources and credit rating commensurate with the obligations to be assumed in any reletting. Tenant shall pay the Landlord immediately upon demand, per annum from the date of demand, the difference between the Rent under this Lease as of the date of the Default, and the rentals and other tenant payments as received by Landlord pursuant to any lease from a subsequent reletting of the Property. Landlord shall also be entitled to recover from Tenant immediately upon demand: (1) Landlord's cost of preparing the Property for reletting; (2) Landlord's costs of recovering possession of the Property and Landlord's costs of removing and storing any personal property of Tenant left in the Property or Building which action may be done at Landlord's sole discretion; (3) all accrued and unpaid Rent due from Tenant to Landlord under this Lease;

- (c) In addition to the foregoing remedies, Landlord may pursue any other remedy available at law or in equity and the election of the remedies under this subsection of the Lease or otherwise available at law or in equity shall not prejudice the right of Landlord subsequent thereto to elect one or more of the remedies provided in another subsection of the Lease or otherwise available at law or in equity. Tenant hereby expressly waives any and all rights or redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Property, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

### 13. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to Landlord at the address herein specified below, and to Tenant at the address herein specified below or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth

To Landlord:  
General Manager  
PARTA  
2000 Summit Rd.  
Kent, OH 44240

And:

To Tenant:  
City Manager  
301 S. DePeyster St  
Kent, Ohio 44240

And

Law Director  
320 S. DePeyster Street  
Kent, Ohio 44240

14. QUIET ENJOYMENT.

Landlord covenants that if and so long as Tenant pays the Rent and all other charges provided in this Lease or that may become due by Tenant, and Tenant performs all of its obligations provided in this Lease, Tenant shall at all times during the Term of this Lease have peaceable quiet enjoyment and possession of the Property without any interruption of disturbance from Landlord or any person or persons lawfully claiming the Property, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated. The occurrence of a foreclosure or a sale without prior written consent from Tenant shall be deemed a material breach of Landlord's covenant of quiet enjoyment.

15. MISCELLANEOUS PROVISIONS.

(A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payments herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without

prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

- (B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.
- (C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.
- (D) Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereof, nor by any third party, as creating a relationship of principal or agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.
- (E) Section Headings. The section headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.
- (F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.
- (G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Property. All prior discussions, negotiations or representations concerning the terms and conditions of this Lease are specifically superseded by this Lease. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.
- (H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Property upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant

remain in possession of the Property after any termination of this Lease without first obtaining a renewal, no tenancy or interest in the Property shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to one hundred twenty-five percent (125%) of the rent payable during the calendar month immediately preceding the termination of this Lease, pro-rated on a per diem basis, for any period during which Tenant shall hold the Property after the stipulated term of this Lease may have terminated.

- (I) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed null and void, and the balance of this Lease shall continue in effect in accordance with its terms.
- (J) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act or obligations required hereunder (other than the payment of Rent and other charges payable by Tenant), or prevented from using the Property as intended, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Property, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay.
- (K) Subsequent Sale or Transfer. If Landlord sells the Property, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Property for the duration of the Term of this Lease, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease. Should Landlord sell or assign its interests in the Property for the benefit of creditors, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any court of competent jurisdiction, the occurrence of such an event shall be deemed a material breach of this Lease unless prior written consent is provided by Tenant or Tenant's leasehold interest remains intact.
- (L) Governing Law. This Agreement shall be governed by, enforced under, and construed in accordance with, the laws of the State of Ohio.
- (M) Property Taxes. During each Lease year, in addition to Rent, Tenant shall pay Landlord its proportionate share of Taxes (as defined below), which become payable during each Lease year. The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, real and/or personal, foreseen and unforeseen, including assessments for public improvements and betterment, assessed, levied or imposed with respect to the land

and improvements included within the Building. The term "Taxes" also includes all costs (including attorney's fees) reasonably incurred in any proceeding brought by Landlord to reduce or contest the Taxes. If at any time during the Term of this Lease the present method of taxation shall be changed so that in lieu of or in addition to the whole or any party of any Taxes levied, assessed or imposed on the real estate and the improvements thereon or imposed upon any personalty used in connection therewith or upon the collection of rents or other sums due hereunder, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building or buildings in the Building, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term Taxes. Tenant's proportionate share of Taxes shall be calculated as the number of square feet in the Property divided by the overall number of square feet in the Building owned by Landlord. In addition, Landlord may in its sole discretion require Tenant to pay Landlord or the taxing authority during each Lease year, one hundred percent (100%) of any Taxes which can be reasonably attributable to Tenant's work, improvements, any additions, alterations, or improvements to the Property made by Tenant ("Tenant's Improvements"). If the records of the taxing authority for the Building do not specifically designate which portion of Taxes are attributable to Tenant's Improvements, Tenant shall, upon Landlord's request, furnish to Landlord a list of the Tenant's Improvements.

- (O) Estoppel Statement. Within five (5) days after request by Landlord, Tenant shall complete an estoppel certificate stating: (a) that this Lease and any modifications or amendments to this Lease are in full force and effect, (b) the commencement date and expiration date of the Term of this Lease; (c) that Rent and any other additional charges that may become payable and due by Tenant are paid currently without any off-set or defense thereto; (d) the amount of any other payments such as Taxes, if any, paid in advance and the amount of any Security Deposit under the Lease; (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant; and (f) such other information as Landlord may reasonably request; provided that, in fact, such facts are accurate and ascertainable.
- (P) Hazardous Materials. Tenant shall not place, hold, or dispose of any Hazardous Material (as defined herein) in, on, under or at the Property or Building, and Tenant shall not use the Property or any other portion of the Building as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant shall not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Property. If any Hazardous Material is discovered on or about the Property which must be removed, encapsulated or otherwise abated under any present or future law, rule or regulation Tenant, at its expense, shall promptly remove and/or encapsulate the Hazardous Material as required by such law, rule or regulation and replace and restore the affected area of the Property to

substantially the same condition as existed before the removal and/or encapsulation.

For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect or any other hazardous, toxic or dangerous waste, substance or material.

- (Q) Destruction of the Property. If the Property is partially or totally destroyed by fire or other casualty covered by the insurance maintained under this Lease, the damage to the Property shall be promptly repaired after Landlord's receipt of insurance proceeds, unless Landlord elects not to rebuild or repair as hereinafter set forth. If more than twenty-five percent (25%) of the Property or of the leaseable area or Common Areas of the Building are damaged or destroyed by fire or other casualty, Landlord may elect to repair or rebuild the Building and/or the Property, as the case may be, or, at its sole discretion, terminate this Lease by giving written notice to Tenant of its election to terminate, which notice will be given within ninety (90) days after the occurrence of such damage or destruction. Landlord shall repair or rebuild the Property to a condition substantially the same as of the commencement of this Lease, in addition to the changes made under Landlord's Work, but Landlord shall not be obligated to expend for such repair or rebuilding more than the proceeds received from insurance maintained under this Lease. Upon substantial completion of Landlord's repair or rebuilding work, Tenant shall promptly repair, restore, replace or rebuild those items in the Property which originally constituted Tenant's Improvements together with any additional improvements, trade fixtures, furniture, equipment, merchandise or other property installed by Tenant or located in the Property, so that the Property shall be restored by Tenant to the condition equal or better than the condition immediately prior to the occurrence of such casualty.
- (R) Eminent Domain. If more than twenty-five percent (25%) of the floor area of the Property or of the leaseable area or Common Areas of the Building shall be taken or condemned by any competent government authority or transferred by deed in lieu of such a taking, either Landlord or Tenant may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date on which such title to portion of the Property or Building taken shall vest in the authority. If by any such taking or condemnation the parking facilities at the Building are reduced below the minimum parking requirements imposed by applicable authorities, Landlord may elect to terminate this Lease by giving Tenant notice within sixty (60) days after such taking. In case of any taking or condemnation, whether or not the Term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award which may be specifically allowed above Landlord's award for Tenant's trade fixtures and other equipment which under the terms of

this Lease would not have become the property of the Landlord at the end of the Term of this Lease and for Tenant's moving expenses. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease.

- (S) Waiver of Jury Trial and Counterclaim. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PROPERTY AND/OR ANY CLAIM OF INJURY OR DAMAGE.
- (T) Option to Renew. Tenant shall have the option to extend the Lease Term (the "Renewal Option") for five (5) additional periods of one (1) year (the "Renewal Term") upon the following terms: (i) Tenant is not in default under this Lease; (ii) Tenant has not assigned nor sublet any portion of the Lease or Property; and (iii) Tenant is occupying the Property. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least sixty (60) calendar days prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no Landlord's Work, tenant allowances, concessions or options, if any, for the prior Term shall apply to the Renewal Term; (b) the new Rent shall be the "Fair Net Effective Market Rate" and (c) there is no additional renewal option. After the Renewal Option is exercised by Tenant, if at all, Landlord will provide Tenant in writing the prevailing market rate plus annual increases upon which Landlord is currently offering for comparable renewal space at the Property or within a five (5) mile radius of the Property ("Fair Net Effective Market Rate"). The new Rent for the Renewal Term shall not be less than the Rent at the end of the then expiring Term. Tenant shall accept or reject the new Fair Net Effective Market Rate within ten (10) business days of receiving notice of the new Rent amount. If Tenant rejects or fails to accept the new Fair Net Effective Market Rate, then Tenant's exercise of its Renewal Option shall be null and void. If Tenant accepts, then the parties shall execute a Lease amendment extending the Term, amending the base Rent and including any additional terms agreed to by the parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed,  
as of the date and year first written.

LANDLORD: PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Claudia B. Amrhein  
GENERAL MANAGER

Date: \_\_\_\_\_

TENANT: CITY OF KENT, OHIO

By: \_\_\_\_\_  
Dave Ruller  
City Manager

Date: \_\_\_\_\_

and

By: \_\_\_\_\_  
Christopher Woolverton  
Chairman, Board of Health  
City of Kent, Ohio

Date: \_\_\_\_\_

CERTIFICATE OF THE LAW DIRECTOR

Approved as to form.

\_\_\_\_\_  
Hope L. Jones  
Director of Law  
City of Kent, Ohio

Date: \_\_\_\_\_



CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the funds required to meet the contract, agreement, obligation, and/or payment of expenditure, for the above, 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 the \_\_\_\_\_ funds free from any obligation or certificates now outstanding.

\_\_\_\_\_  
Rhonda Hall, Director of Budget and Finance  
City of Kent, Ohio

Date: \_\_\_\_\_

**Landlord Acknowledgment**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020,  
by **Claudia B. Amrhein**, the General Manager and authorized representative of Portage Area  
Regional Transit Authority (PARTA), on behalf of PARTA.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Notary Seal)

**Tenant Acknowledgment**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020,  
by **Dave Ruller**, the City Manager and authorized representative of the City of Kent, Ohio, on  
behalf of the City of Kent, Ohio.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Notary Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020,  
by **Christopher Woolverton**, the Chairman, Board of Health, and authorized representative of the  
Kent City Health Department, on behalf of Tenant.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Notary Seal)

EXHIBIT A

MAKE READY RENOVATION MADE BY PARTA (LANDLORD'S WORK)

Landlord, at Landlord's expense, agrees to make the following improvements to the Property ("Landlord's Work"):

1. ADD FIRE SAFE GLASS WINDOW TO WEST ENTRANCE INTERIOR DOOR
2. ADD BACKDROP AND SIGNAGE TO EAST BUILDING FAÇADE, ERIE STREET SIDE ABOVE FIRST FLOOR:

"KENT CITY HEALTH DEPARTMENT  
SECOND FLOOR"

3. ADD WALL DIRECTORY SIGNAGE TO EAST AND WEST END EXTERIOR BUILDING FAÇADE:  
"KENT CITY HEALTH DEPARTMENT  
LOCATED ON THE SECOND FLOOR"

4. REMOVE EXISTING SECURITY CAMERAS FROM 2<sup>ND</sup> FLOOR SPACES AND RELOCATE TO STAIRWELL AREAS

5. ENCLOSE THE GROUND-LEVEL, EXTERIOR STORAGE AREA LOCATED ON THE ERIE STREET SIDE OF THE BUILDING IN ORDER FOR FREEZERS AND OTHER SMALL ITEMS TO BE STORED SECURELY (TENANT SHALL NOT BLOCK ACCESS TO UTILITIES IN THE SPACE).

6. PROVIDE LABOR SUPPORT AND COORDINATE WITH TENANT'S CONTRACTOR TO COMPLETE ELECTRICAL UPGRADES AND INSTALL INFORMATION TECHNOLOGY INFRASTRUCTURE AT TENANT'S EXPENSE.

Any and all alterations beyond Landlord's Work provided above will be at Tenant's sole cost and expense, and shall be completed in good and workmanlike manner with Landlord's prior written approval.

## EXHIBIT A

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