

ORDINANCE NO. 2021-027

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 ADD TO THE LEASE THE 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 add to the lease the ground floor for clinical purposes of the PARTA Central Gateway in downtown Kent; and

WHEREAS, the annual lease would be increased from \$1,500.00 to \$1,705.60/monthly and utilities, cleaning and snow removal have been added at \$307.50/month for a total monthly fee of \$2,013.10; and

WHEREAS, the ground floor suite will be at a base rate of \$1,650.00/monthly plus \$275.00 for utilities, cleaning and snow removal for a total monthly fee of \$1,925.00.

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

SECTION 1. 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 the ground floor for clinical purposes 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: March 17, 2021
Date


Fiala
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: March 17, 2021
Date

ATTEST: Amy Wilkens
Amy Wilkens
Clerk 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. 2021-027 ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON March 17, 2021.

(SEAL)



AMY WILKENS
CLERK OF COUNCIL

ADDENDUM TO LEASE AGREEMENT

This Addendum made and entered into this 20 day of May, 2021, is by and between the KENT CITY HEALTH DEPARTMENT (referred to as "Health Department" or "Tenant") and PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY (referred to "PARTA" or "Landlord").

WHEREAS, the Health Department and PARTA have entered into an Agreement dated August 1, 2020 ("Agreement") for the lease of space located at 201 S. Erie Street, Suite G, Kent, Ohio 44240; and

WHEREAS, the Health Department and PARTA want to amend the Agreement as set forth in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Health Department and PARTA hereby amend the Agreement as follows:

1. Rent: The Parties agree to amend the Agreement by adding the following:

Effective April 1, 2021 to March 31, 2022, the annual base rent will increase by \$1.00 per square foot. The new monthly rent will be Two Thousand Thirteen Dollars and 10 Cents (\$2,013.10) including the fees described in Paragraph 2, below.

Effective April 1, 2022 to March 31, 2023, the annual base rent will increase by \$1.00 per square foot. The new monthly rent will be Two Thousand Two Hundred Eighteen Dollars and 10 Cents (\$2,218.10) including the fees described in Paragraph 2, below.

2. Utilities/Cleaning/Snow Removal: The parties agree to amend the Agreement by adding the following language:

Effective for contract years beginning April 1, 2021 and April 1, 2022, Landlord will add a maintenance fee of \$1.50 per square foot to the base yearly rent at an amount of Three Hundred Seven Dollars and Fifty Cents per month. The maintenance fee represents operating expenses incurred by Landlord for the performance of enhanced, COVID-19 compliant janitorial services for the second floor Suite G spaces.

The maintenance fee includes janitorial labor for cleaning and sanitizing, plus purchasing and restocking the goods, materials, and supplies utilized for and consumed by Tenant. The maintenance fee does not include increased utility usage for which tracking is still incomplete. Landlord will continue tracking utility usage and janitorial operating expenses and may increase or decrease such fees, if warranted, in subsequent contract years.

Tenant also maintains the right to have the maintenance of the spaces provided by a third party upon ninety (90) days' notice to the Landlord prior to the end of each calendar year.

3. Additional Space to be Leased. The Health Department has a need for additional space owned by PARTA. The Parties agree to the following:
 - a. PARTA shall lease Suite E, 201 S. Erie Street, Kent, Ohio 44240 to the Health Department for a term of 12 months beginning on April 1, 2021 and ending on March 31, 2022.
 - b. Rent will be in the amount of One Thousand Nine Hundred Twenty-Five Dollars and No Cents (\$1,925.00) which includes PARTA's cost for maintenance and cleaning.
 - c. The Health Department will pay for the electrical upgrade needed for the space.
 - d. The terms and condition of the Agreement shall apply to the lease of Suite E.
 - e. The Parties agree to review the status of the lease of Suite E during the fourth quarter of the lease term.

All other terms of the Agreement that have not been specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, each party, by its duly authorized representative has executed this contract effective as of the day and year first written above.

KENT CITY HEALTH DEPARTMENT

By Joan C. Seidel

Joan Seidel

(print name and title)

Health Commissioner

PARTA

By Claudia B. Amrhein

CLAUDIA B. AMRHEIN

(print name and title) General Manager/CEO

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness.

Hope L. Jones
Hope L. Jones
Director of Law

Dated: 5-20-21

CERTIFICATE OF THE DIRECTOR OF BUDGET AND FINANCE

To the City Manager/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Rhonda C. Hall
Rhonda C. Hall
Director of Budget and Finance

Dated: 5/20/2021