



**To:** Members of Dublin City Council  
**From:** Marsha I. Grigsby, City Manager *MA*  
**Date:** September 18, 2014  
**Initiated By:** Jeffrey S. Tyler, AIA, LEED AP BD+C,  
Director of Building Standards/Chief Building Official  
**Re: Resolution 83-14**  
**Authorizing the City Manager to Enter into a Parking Lease Agreement**  
**with the Dublin Community Church.**

## Summary

On October 10, 2011, City Council approved Resolution 51-11, authorizing the City Manager to enter into a parking lease agreement with the Dublin Community Church. At that time, the agreement provided that the City would lease 30 parking spaces, and would also be involved in sealing, crack sealing and restriping of the parking lot. The City's value of contributions to the partnership at that time was \$8,500. Also addressed in the resolution were reimbursable expenses for snow removal and signs for users of the lot.

At that time, Resolution 52-11 provided for an agreement between the City and Xcelerate Media to sublease the 30 parking spaces the City was leasing from the church. Xcelerate was paying the amount the City was leasing the spaces for on a monthly basis. Xcelerate was responsible for ensuring that the parking spaces would be used on a month-to-month basis.

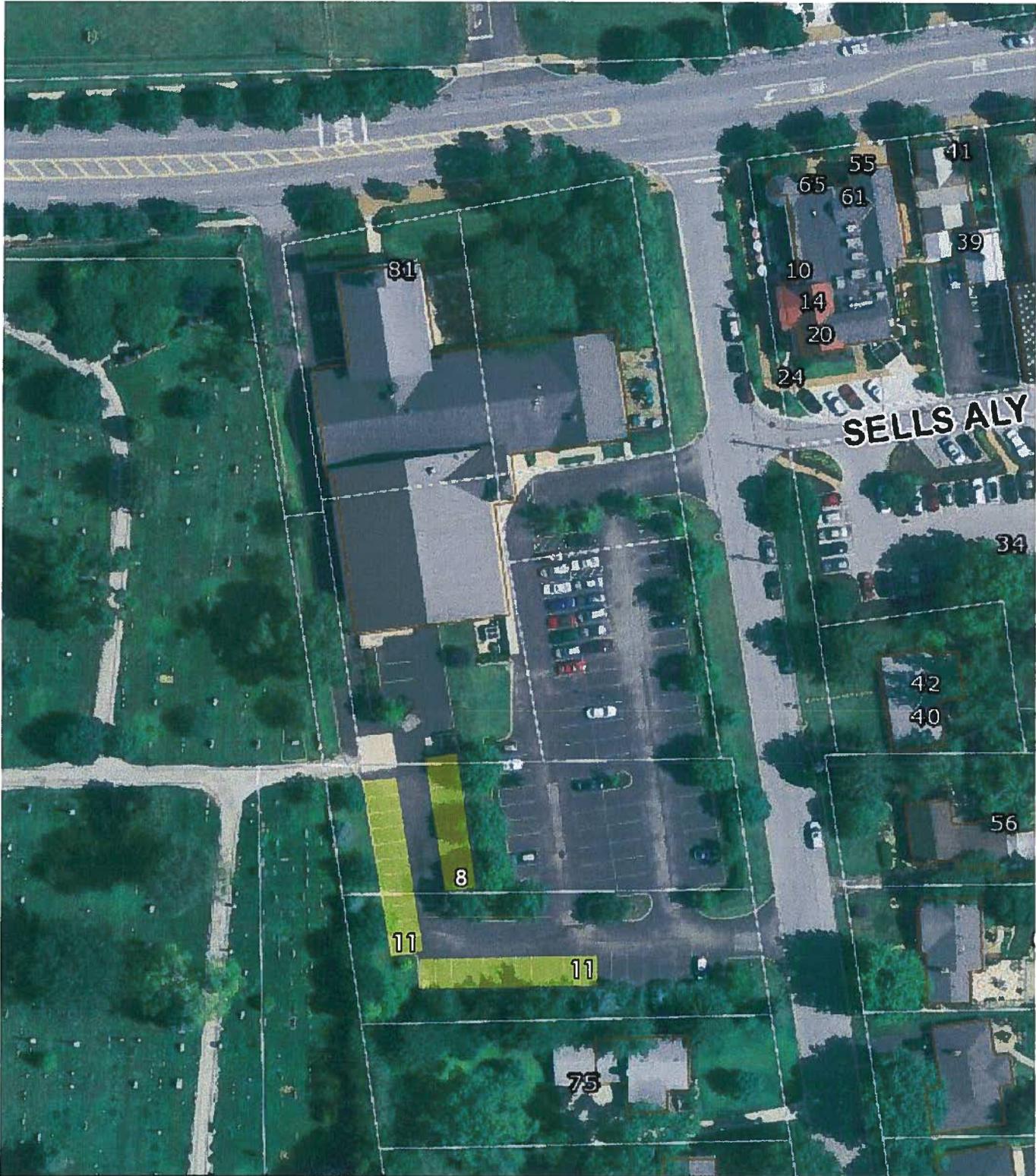
Resolution 83-14 is a three-year renewal of the agreement authorized in Resolution 51-11. The difference in the terms of the agreement are that the parking lot will not need to be repaired and the signs are in place. The City will continue to lease the 30 parking spaces and continue to provide reimbursement for snow removal expense.

Xcelerate Media continues to lease parking spaces on a month-to-month basis. However, they have modified the agreement to reduce their lease from 30 to 15 parking spaces.

Staff believes that the surplus of 15 spaces can be used as an incentive to businesses in the District other than Xcelerate Media. As we enter into the various roadway projects that will affect commerce within the district, these excess parking spaces may help existing businesses in the District.

## Recommendation

Staff recommends approval of Resolution 83-14.



**Dublin Community Church**

 Potential Permit Space Locations (30 Spaces Total)

**Total Paved Area of Site: ±1.21 Acres (52,723 s.f.)**

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 83-14

Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL OF A PARKING LEASE AGREEMENT WITH DUBLIN COMMUNITY CHURCH.**

**WHEREAS**, the City of Dublin (the "City") has comprehensively reviewed the parking needs within Historic Dublin by evaluating parking operations, space utilization, and turnover; and

**WHEREAS**, the City has been exploring ways to provide more parking options in the Historic District; and

**WHEREAS**, one method is to obtain, via lease agreements, access to private parking lots; and

**WHEREAS**, the Dublin Community Church (the "Church") has excess parking in its parking lot that it is willing to lease to the City; and

**WHEREAS**, the City and the Church have previously entered into a parking lease agreement for the excess parking in the Church's parking lot; and

**WHEREAS**, the parties desire to renew this parking lease agreement as it has been successful for both parties; and

**WHEREAS**, the City has determined that this parking will be made available to an office user in Historic Dublin for a fee; and

**WHEREAS**, as a result of the renewed parking lease, office employees will be able to park in designated leased spots and will leave open parking spaces for visitors to Historic Dublin.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager is hereby authorized to execute a parking lease agreement with Dublin Community Church in substantially the same form as the agreement attached as Exhibit "A."

**Section 2.** This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

## **PARKING LOT LEASE AGREEMENT**

This Parking Lot Lease Agreement ("the Lease") is made this \_\_\_ day of \_\_\_\_\_, 2014 by and between the Dublin Community Church, whose mailing address is 81 West Bridge Street, Dublin, Ohio 43017 ("Lessor") and The City of Dublin, an Ohio municipal corporation, whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017 ("Lessee"). Lessor and Lessee previously executed a three year lease for the property described below and wish to enter into a new lease under substantially the same terms and conditions. The covenants and conditions stated in the Lease shall bind both Lessor and Lessee, jointly and severally.

1. **PREMISES LEASED.** Lessor, in consideration of the rent to be paid, and the covenants and agreements to be performed by Lessee, does hereby lease a portion of the parking lot located at 81 West Bridge Street, Dublin, Ohio and more specifically depicted on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"). The Premises is part of that larger parcel identified as Tax Parcel ID # 273000025, 273000044, 273000077, 273000096, 273000113, 273000122, and 273000124 by the Franklin County, Ohio Auditor's Office (the "Parcel").

2. **LEASE TERM.** The term of this Lease shall be for a period of three (3) years, which term shall begin as of the date of signing this Lease and shall expire on a date that is three (3) years later ("Lease Term"). At the end of the Lease Term, Lessor and Lessee may agree to renew the Lease under the terms and conditions negotiated between the Parties.

3. **RENT.** Lessee shall pay to Lessor monthly the sum of Seven Hundred Fifty Dollars and 00/100 (\$750.00) (the "Rent"). Rent shall be due on the date of execution of this Lease and the last day of each month thereafter for the duration of the Lease Term. In the event that Lessee fails to pay Rent within ten (10) days after it becomes due, Lessor shall notify Lessee in writing of the failure to timely pay rent. Lessee will have five (5) weekdays after receiving written notice of such failure to cure.

4. **PERMITTED USE.** The Premises shall be used solely as a parking lot (the "Permitted Use") and will be open for the Permitted Use from 7:30am until 5:30pm, on weekdays only, excluding Christmas Day, Thanksgiving Day, Memorial Day, Labor Day and the Fourth of July. Lessor may use the Premises exclusively up to five (5) days per year. Lessor must notify Lessee at least two (2) days prior to the date of its use of the Premises.

5. **RIGHT OF ACCESS.** The designated access point for the Premises shall be the southern entrance from Franklin Street. The City will erect a sign designating this access point. Lessor represents and warrants that it will ensure that Lessee, its sublessees, invitees and licensees, have free access to and from the Premises via this route and Lessee commits to ensuring access only occurs at this point. This Right of Access shall inure to the benefit of Lessee, its invitees, licensees, successors and assigns, for the duration of the Lease Term and any extensions thereof.

6. **MAINTENANCE.** Lessor shall be solely responsible for performing all maintenance necessary to ensure the integrity of the Premises and its fitness and use as a parking lot, including snow plowing. Lessee will reimburse Lessor for all actual snow plowing expenses incurred and substantiated by Lessor. Such reimbursement shall not exceed a maximum of Seven Thousand Five Hundred Dollars (\$7500.00) per year.

7. **TAXES AND ASSESSMENTS.** Lessor agrees that it will pay any and all assessments and real estate taxes levied against the Premises that are applicable to the Lease Term.

8. **INSURANCE.** During the Lease Term, Lessee shall, at Lessee's sole cost and expense, keep in full force and effect, a commercial general liability policy, insuring Lessee against any liability or claim for personal liability, wrongful death, or property damage occurring within or upon the Premises arising out of negligent actions of the Lessee, with commercially reasonable policy limits. Lessee shall add the Lessor as an additional insured for negligent actions of the Lessee arising out of its use of the designated parking spaces. Lessee shall verify proof of such insurance coverage by providing a valid certificate of insurance or comparable document to the Lessor for the lease term set forth herein.

9. **ASSIGNMENT AND SUBLETTING.** Lessee intends to sublease the Premises in order to fund the monthly rental payments. Lessor agrees to such subletting. In the event the Lessee cannot engage a suitable sublessee, the Lessor agrees to renegotiate the amount of monthly rental payments due under this Lease.

10. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event that the Premises is damaged or destroyed by any hazard, peril or other casualty, then Lessor shall, within thirty (30) days of receipt of payment, pay to Lessee any and all monies received as payment for such damage or destruction under the insurance required by Paragraph 8 above. Lessee shall then have the right to elect to (i) use the insurance monies received to repair or restore the Premises to its condition as of the effective date of this Lease or (ii) terminate this Lease and return any Lessor insurance monies received.

11. **DEFAULT.** Failure to comply with any of the terms and provisions of this Lease shall constitute a default hereof. In the event that either Lessor or Lessee are in default of this Lease, then the non-defaulting party must provide the defaulting party with written notice of the default and the defaulting party shall have thirty (30) days in which to cure the default. If the default is of such a nature that it cannot reasonably be cured within thirty (30) days, then the defaulting party shall have such time as is reasonably necessary to cure the default.

12. **TERMINATION.** Lessor and Lessee shall have the right at any time during the Lease Term to terminate this Lease upon providing six (6) months prior written notice of the intent to terminate to the non-terminating party.

13. **REPRESENTATIONS AND WARRANTIES.** Lessor represents and warrants that it has full right and title to the Premises, it is authorized to enter into this Lease and there are no mortgages or other liens on the Premises. Lessor further represents and warrants that Premises is zoned for use as a parking lot and that there are no restrictions, easements, or

covenants currently governing the Premises that would prevent its use as a parking lot. Lessor covenants that it will defend Lessee's leasehold title and right to the Premises and ensure Lessee's undisturbed, quiet and peaceful possession of the Premises. Lessor will not do or suffer any act to be done which could in any way lessen or impair the rights of Lessee in the Premises, so long as Lessee shall fully perform and comply with the terms and provisions herein.

14. **ENTIRE AGREEMENT.** This document shall constitute the entire agreement between the parties and shall supersede any prior agreements of the parties with respect to the Premises, whether written or oral. This Lease shall not be modified or amended except by written instrument signed by both parties.

15. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16. **APPLICABLE LAW.** This Lease shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

**THE CITY OF DUBLIN:**

\_\_\_\_\_  
Marsha Grigsby, City Manager

Approved as to Form:

\_\_\_\_\_  
Stephen J. Smith, Law Director

**THE DUBLIN COMMUNITY CHURCH**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_