



Introduced: 05/07/2018
Revised:
Adopted:
Effective:

CITY OF PATASKALA

RESOLUTION NO. 2018-025

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A MODIFICATION OF LEASE AGREEMENT WITH THE CENTRAL OHIO TECHNICAL COLLEGE (COTC)

WHEREAS, in September 2016, the City of Pataskala and Central Ohio Technical College (COTC) entered into a two (2) year, renewable lease agreement whereby COTC leases $\pm 5,078$ sq. ft. of office space in the City Administration Building; and

WHEREAS, pursuant this Lease Agreement, COTC leases ± 748 sq. ft. in Suite 2F of the City Administration Building. The lease for Suite 2F is approximately 14.9% of the total space that COTC leases from the City of Pataskala; and

WHEREAS, COTC has agreed to temporarily relinquish its occupancy of Suite 2F in exchange for a 14.9% reduction in its rent payment; and

WHEREAS, the City of Pataskala plans to use Suite 2F during the time that COTC has relinquished its use of the space. Once the relinquishment period has ended, COTC will resume leasing Suite 2F or possibly lease a different suite within the City Administration Building.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ITS MEMBERS PRESENT CONCURRING THAT:

Section 1. Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute a Modification of Lease Agreement, in substantially the same form and content as the modification of lease agreement attached hereto as Exhibit A and incorporated herein by reference, with Central Ohio Technical College.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the

City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:

Kathy M. Hoskinson, Clerk

Michael W. Compton, Mayor

APPROVED AS TO FORM:

Brian M. Zets, Law Director

MODIFICATION OF LEASE AGREEMENT

This Modification of Lease Agreement (hereinafter " Modification") is made and entered into effective as of the _____ day of _____, 2018, by and between the **CITY OF PATASKALA** as "Landlord" and **CENTRAL OHIO TECHNICAL COLLEGE ("COTC")** as "Tenant".

WHEREAS Landlord and Tenant are parties to a certain "Lease Agreement 2016" dated September 1, 2016, concerning a portion of the property located at 621 West Broad Street (hereinafter the "Lease").

WHEREAS, the Lease provides for occupancy of several suites by Tenant for a total Premises area of 5,017 square feet which includes "Suite 2F" consisting of 748 square feet;

WHEREAS, Landlord desires to temporarily reoccupy Suite 2F for its own use and Tenant is willing to temporarily relinquish occupancy to allow Landlord to use Suite 2F;

WHEREAS, Landlord and Tenant do not wish to terminate the Lease as to Suite 2F and Tenant desires to reoccupy Suite 2F or alternatively Suite 1D (which is currently occupied by Landlord) at a later time;

WHEREAS, Landlord and Tenant desire to further modify the Lease as provided herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereto agree as follows:

1. The Tenant hereby temporarily relinquishes occupancy of Suite 2F of the Premises described in the Lease beginning _____, 2018 (hereinafter the "Surrender Date") to allow Landlord to use Suite 2F for its own purposes. The reduction in the square footage of the Premises shall last until a date to be mutually agreed upon by Landlord and Tenant (which date is hereinafter referred to as the "Reoccupancy Date") which the parties currently estimate to be _____, 2018. The period of time beginning with the Surrender Date and ending on the Reoccupancy Date is hereinafter referred to as the "Reduction Period."
2. Tenant's Base Rental as described in the Lease shall be reduced during the Reduction Period pro rata based upon the reduction in square footage of the Premises. Specifically, as Suite 2F consists of Fourteen and 90/100 percent (14.90%) of the Premises, the Base Rental shall be reduced by that percentage during the Reduction Period. For clarity, Tenant's Total Monthly Base Rent during the Reduction Period shall be Four Thousand, Six Hundred Sixty-Two and 26/100 Dollars (\$4,662.26).

3. Tenant will have the option upon the Reoccupancy Date to either resume occupancy of Suite 2F or, alternatively to occupy Suite 1D consisting of Seven Hundred Sixty (760) square feet.
4. If Tenant chooses to reoccupy Suite 2F, upon the Reoccupancy Date Tenant's Base Rental shall again be an annual amount of Sixty-Five Thousand, Seven Hundred Forty-Two and 72/100 Dollars (\$65,742.72) paid in monthly installments of Five Thousand, Four Hundred Seventy-Eight and 56/100 Dollars (\$5,478.56.) If Tenant chooses to occupy Suite 1D, upon the Reoccupancy Date Tenant's Base Rental shall be an annual amount of Sixty-Five Thousand, Nine Hundred and 04/100 Dollars (\$65,900.04) paid in monthly installments of Five Thousand, Four Hundred Ninety-One and 67/100 Dollars (\$5,491.67.)
5. During the Reduction Period, Landlord and Tenant shall operate in good faith and in a commercially reasonable manner to reach agreement on the Reoccupancy Date. Upon reaching such an agreement, Landlord and Tenant shall reduce the agreement to writing in a form to be signed by both parties. Additionally, such agreement shall reflect Tenant's choice of whether it will reoccupy Suite 2F or occupy Suite 1D.
6. Except for the specific modifications set forth above, all other terms and conditions of the Lease shall remain the same.

This Modification of Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature obtained upon this Amendment to Lease by facsimile or other electronic means shall be effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this **MODIFICATION OF LEASE AGREEMENT** under seal in the day and year first above written.

LANDLORD
CITY OF PATASKALA

TENANT
CENTRAL OHIO TECHNICAL
COLLEGE

By: _____
BJ King
City Administrator

By: _____
Dr. Bonnie L. Coe
President

By: _____
David H. Brillhart
Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF OHIO)
)SS
COUNTY OF LICKING)

On this ____ day of _____, 2018, before me personally appeared **BJ King**, the City Administrator of the City of Pataskala, an Ohio municipal corporation, the duly authorized contracting authority, who acknowledges that he did sign the foregoing Lease Modification Agreement, and that the same is his free and voluntary act and deed for the uses and purposes mentioned herein on behalf of such City as the duly authorized authority of such municipal corporation.

Notary Public

My Commission expires: _____

STATE OF OHIO)
)SS
COUNTY OF LICKING)

On this ____ day of _____, 2018, before me personally appeared **Dr. Bonnie L. Coe**, President of Central Ohio Technical College, a technical college organized under Chapter 3357 of the Ohio Revised Code who acknowledges that she did sign the foregoing Lease Modification Agreement, and that the same is her free and voluntary act and deed for the uses and purposes mentioned herein on behalf of such technical college.

Notary Public

My Commission expires: _____

[Acknowledgments continue on the following page.]

STATE OF OHIO)
)SS
COUNTY OF LICKING)

On this _____ day of _____, 2018, before me personally appeared **David H. Brillhart**, Chief Financial Officer of Central Ohio Technical College, a technical college organized under Chapter 3357 of the Ohio Revised Code, who acknowledges that he did sign the foregoing Lease Modification Agreement, and that the same is his free and voluntary act and deed for the uses and purposes mentioned herein on behalf of such technical college.

Notary Public

My Commission expires: _____

4287060.1 : 09935 00014