

RESOLUTION G2018-22

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO
ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST OHIO REGIONAL
TRANSIT AUTHORITY (SORTA) FOR PARKING SPACES**

WHEREAS, the Southwest Ohio Regional Transit Authority (SORTA) provides mass transit service to the people of Greater Cincinnati Ohio which includes park-n-ride areas throughout the greater Cincinnati area; and

WHEREAS, Symmes Township owns property which it is willing to make available to SORTA for park-n-ride purposes; and

WHEREAS, Symmes Township agrees to maintain the parking areas and SORTA agrees to pay Symmes Township rent for those spaces which will be used for the general public to park and then ride a bus to their final destination; and

WHEREAS, the Symmes Township Trustees have determined that they will lease spaces to SORTA for their use as it concerns mass transit according to the terms and conditions outlined in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio:

Section 1. The Symmes Township Trustees hereby authorizes the Township Administrator to enter into a lease agreement with Southwest Ohio Regional Transit Authority (SORTA) for the purpose of providing a maintained parking area which will be available for SORTA for park-n-ride purposes for a period of three (3) years commencing March 1, 2018 and ending on February 28, 2021.

Section 2. The cost of said lease shall be a total of \$250.00 per month (25 spaces at \$10 per month) which shall be payable to Symmes Township Trustees.

Section 3. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 4. It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in compliance

with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED FEBRUARY 6, 2018 – RESOLUTION G2018-22

Vote Record: Mr. Bryant ____ Mr. Beck ____ Ms. Leis ____

BOARD OF TRUSTEES:

Kenneth N. Bryant, President

Philip J. Beck, Vice President

Jodie L. Leis, Trustee

ATTEST:

Carol A. Sims, Fiscal Officer

APPROVED AS TO FORM:

Kevin McDonough, Law Director

PARKING SPACE LEASE

This Lease has been entered into by and between the BOARD OF TRUSTEES OF SYMMES TOWNSHIP, Hamilton County, Ohio (“LESSOR”) and the SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY aka SORTA, (“LESSEE”). LESSOR and LESSEE agree as follows:

1. LESSEE is a regional transit authority which provides mass transit service to the people of Greater Cincinnati, Ohio. LESSOR owns premises which it is willing to make available to SORTA for park-n-ride purposes, on the terms and subject to the provisions of this Agreement.
2. LESSOR hereby leases to SORTA twenty-five (25) automobile spaces upon its premises at 8871 Weekly Lane, Cincinnati, Ohio 45249 (the “Premises”). These 25 spaces shall be signed and designated as LESSEE (SORTA) parking spaces. LESSEE is also granted access to the township service drive located between Mayrow Road and Seven Gables Road, a layover for buses will be made available on this routing. The “Premises”, the parking spaces, service drive and layover are shown on the drawing attached hereto as Exhibit A.
3. LESSEE shall pay LESSOR as rent Ten Dollars (\$10.00) per month per parking space for a total rent of \$250.00 per month. Such payments shall be in arrears. LESSOR shall invoice LESSEE each month, and LESSEE shall pay such invoice within 15 days after receipt. In the event this Lease is terminated or expires without any outstanding balance due to LESSOR, LESSEE shall pay such balance upon termination or expiration, as the case may be.
4. The lease shall be for an initial term of three (3) years, beginning on March 1, 2018 and ending on February 28, 2021. The lease shall automatically be extended for up to two (2) additional terms of three (3) years each unless the lease is terminated according to the terms of Paragraph 13 of this

agreement. The terms and conditions of each additional term shall be those stated herein.

5. The parking spaces may be used by LESSEE'S passengers while they travel on regular route service or special event service within Greater Cincinnati, engage in work or other activities there, and travel back to the Premises. The parking spaces shall be available on a priority basis to LESSEE's passengers Monday through Friday from 5:00 a.m. until 8:00 p.m.
6. During the term of the Lease, LESSOR grants to LESSEE and its passengers a nonexclusive, nontransferable easement over such portions of the rest of the parking lot on the Premises as may be reasonably necessary or convenient for vehicle and pedestrian access to the leased parking spaces, as depicted on Exhibit "A" to provide access to the LESSEE (SORTA) designated parking spaces.
7. The parties agree, except as set forth below, that LESSOR will, at its sole cost and expense, maintain the parking spaces and the rest of the Premises in good repair and free from vehicle and pedestrian hazards which would materially interfere with the rights granted under this Lease. LESSOR shall remove snow and ice from the leased parking spaces at the same time that LESSOR removes snow and ice from the remainder of the parking surfaces of the Premises. LESSOR shall promptly repair any vehicle or pedestrian hazard on the Premises which would materially interfere with the rights granted under this Lease.
8. LESSEE may publicize the availability of the parking spaces and may erect signs identifying them and stating conditions for their use. Such signs must conform to guidelines established by the Board of Trustees of Symmes Township and be approved in advance by LESSOR. The approval of LESSOR shall not be unreasonably withheld. Upon termination or expiration of this Agreement, LESSEE shall, at its sole cost and expense, remove promptly any signs it erected on the Premises and shall cease publicizing the Premises as a park and ride.

9. Neither LESSOR nor LESSEE shall be a bailee of any motor vehicle parked in the parking spaces or of any contents thereof. Neither LESSOR nor LESSEE shall be responsible for the disappearance of or damage to any motor vehicle or its contents.
10. LESSEE has self-insurance reserves of Two Million Dollars (\$2,000,000). LESSEE will be solely responsible for any damages that may be incurred by LESSOR because of LESSEE's negligence arising in connection with the use of the Premises and a park-n-ride. LESSOR will maintain its present kinds and levels of insurance coverage for the Premises during the term of this Agreement.
11. Nothing herein shall be deemed to create any partnership, joint venture, agency or any other relationship between LESSOR and LESSEE other than that of lessor and lessee.
12. Payments or rent and notices shall be delivered or sent to LESSOR at 9323 Union Cemetery Road, Symmes Township , Ohio 45140, Attention: Township Administrator, telephone (513) 683-6644, fax (513) 683-6626, or as LESSOR may subsequently designate in writing. Notice to SORTA shall be delivered or sent to at METRO, 602 Main Street, Suite 1100, Cincinnati, Ohio 45202, Attention: John Gardocki, Service Analyst, telephone (513) 632-7572 or as SORTA may subsequently designate in writing. Notice by certified mail shall be complete upon mailing.
13. Either LESSOR or LESSEE may terminate this lease in its absolute discretion and for its own convenience upon 180 days prior written notice to the other party.

IN WITNESS WHEREOF, LESSOR and SORTA have caused this lease to be signed by their duly authorized representatives on the dates indicated below.

DATED: _____

LESSOR:
SYMMES TOWNSHIP, Hamilton
County, Ohio

Kimberly A. Lapensee, Administrator

DATED: _____

LESSEE:
SOUTHWEST OHIO REGIONAL
TRANSIT AUTHORITY

Dwight Ferrell, CEO/GM