



## Legislation Text

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**File #:** O-416-22, **Version:** 1

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DED-Fred Douglass Center Lease2022

Development / Real Estate

R. Clemens (x3647), B. Sehlhorst (x1692), C. Watkins (x1154)

**Authorizing the mayor to enter into a three (3) year lease agreement (“Lease”), with an option for an additional five (5) year renewal period as well as other provisions between the City of Toledo (“City”) and Frederick Douglass Community Association, (“Center”) located at 1001 Indiana Avenue, Toledo, Ohio 43607; accepting and depositing rent proceeds into the General Fund; and declaring an emergency.**

### SUMMARY & BACKGROUND:

This legislation authorizes the mayor to enter into a Lease with the Center upon certain covenants and conditions, including but not limited to: an initial term of three (3) years with a renewal option of five (5) years at an annual rent of \$500; Center shall pay operating expenses, including taxes as applicable and liability, building and worker’s compensation insurance; City shall pay any maintenance expense greater than \$500 per occurrence for year 1 of Lease and \$1,000 per occurrence for year 2 and year 3 of Lease. City shall pay all utilities, except telecommunications (i.e. broadband internet, phones, cable). No assignments or subleases of premises are permitted without the prior written consent of the City. Finally, Center must follow the preventative maintenance rules adopted in conjunction with Lease in order to preserve the longevity of the facility.

NOW, THEREFORE, Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to execute the Lease between the City of Toledo and Center for an initial term of three (3) years with an option for renewal of five (5) years prior to the expiration of the initial term. The Lease shall contain such covenants and conditions deemed necessary and proper by the Mayor, the Director of Housing and Community Development, the Director of Economic Development and the Director of Law.

SECTION 2. That the Lease shall contain an annual rent covenant of \$500 that excludes the payment of insurance premiums, certain maintenance expenses, and telecommunication utilities as required by the Lease.

SECTION 3. That the Lease “Premises” include approximately 38,705 square feet of space as more specifically described on Exhibit “A”, incorporated by reference.

SECTION 4. That the Lease Premises is not needed by the City for any municipal purpose and is in the best interest of the City.

SECTION 5. That the mayor is authorized to accept and deposit rent proceeds from the lease agreement into the General Fund, Account Code 1001-16400-5000436STDSTD.

SECTION 6. That it is found and determined that all formal actions of Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of Council and any of its committees that result in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 7. That this Ordinance is declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this Ordinance must be immediately effective to facilitate the continuous use this property by the Center for important social community activities.

Vote on emergency clause: yeas 12, nays 0.

Passed: August 16, 2022 as an emergency measure: yeas 12, nays 0.

Attest:

Gerald E. Dendinger  
Clerk of Council

Matt Cherry  
President of Council

Approved:

August 16, 2022  
Wade Kapszukiewicz  
Mayor