

RESOLUTION NO. 49-23  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Duke Lunsford ON THE 5<sup>th</sup>  
DAY OF June, 2023.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER INTO ADDENDUM NO. 8 TO LEASE AGREEMENT  
BETWEEN THE CITY OF CENTERVILLE AND THE OHIO  
DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
MOTOR VEHICLES FOR THE PROPERTY LOCATED AT  
104 WEST SPRING VALLEY ROAD.**

**WHEREAS**, the State of Ohio, Department of Public Safety, Bureau of Motor Vehicles currently leases space from the City of Centerville located at 104 West Spring Valley Road; and

**WHEREAS**, the current lease is for approximately 2,148 square feet for an office utilized by the State of Ohio, Department of Public Safety, Bureau of Motor Vehicles, plus non-exclusive parking spaces; and

**WHEREAS**, the lease has been amended several times; and

**WHEREAS**, the City desires to continue to lease the space to State of Ohio, Department of Public Safety, Bureau of Motor Vehicles; and

**WHEREAS**, it is in the best interests of the City to enter into another addendum to the lease with State of Ohio, Department of Public Safety, Bureau of Motor Vehicles.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS  
FOLLOWS:**

Section 1. The City of Centerville hereby agrees to enter into Addendum No. 8 to Lease with State of Ohio, Department of Public Safety, Bureau of Motor Vehicles and the City Manager is hereby authorized to execute the Addendum No. 8 to Lease with State of Ohio, Department of Public Safety, Bureau of Motor Vehicles in a form substantially similar to Addendum No. 8 attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 5<sup>th</sup> day of June, 2023.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 49-23, passed by the Council of the City of Centerville, Ohio on the 5<sup>th</sup> day of June, 2023.



Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

## ADDENDUM NO. 8 TO LEASE

It is hereby mutually agreed by and between

**City of Centerville, Ohio**

as **Lessor**, and

**Ohio Department of Public Safety**

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of November 15, 2004 covering approximately 2,148 square feet of office space and described as:

Bureau of Motor Vehicles  
**Centerville Deputy Registrar**  
104 West Spring Valley Road  
Centerville, Ohio 45458

be amended as follows:

Article II.                    Add: The lease will extend for an additional term, beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$10.39 per square foot or \$22,317.72 per year. The total monthly rent will be \$1,859.81 per month.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft <sup>2</sup>	Total Annual Rent	Total Monthly Rent
July 1, 2023 to June 30, 2025	\$10.39	\$22,317.72	\$1,859.81

Article IX. Paragraph D.                    Delete: Provide HVAC capable of maintaining 72 degrees F. uniformly throughout the leased space regardless of outside temperatures.

Article IX. Paragraph D.                    Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.

Article XI. Paragraph B.8.                    Add to End of Paragraph:  
Gas Meter #  
Electric Meter #  
Water & Sewage Meter #

All other terms and conditions of the lease will remain the same.

**LESSOR:**  
**CITY OF CENTERVILLE, OHIO**

By: \_\_\_\_\_  
Date \_\_\_\_\_

**APPROVED AS TO FORM:** \_\_\_\_\_  
Scott A. Liberman, Municipal Attorney

**ACKNOWLEDGMENT BY THE LESSOR**

State of Ohio )  
 ) ss:  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LESSEE:**  
**OHIO DEPARTMENT OF PUBLIC SAFETY**

By: \_\_\_\_\_  
D. Andrew Wilson, Director  
Ohio Department of Public Safety  
Date \_\_\_\_\_