

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10496

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ENTERING INTO AN AGREEMENT WITH THE CAMBRIA COUNTY COMMISSIONERS TO LEASE PARKING SPACES AT THE MAIN STREET EAST PARKING GARAGE AT A MONTHLY RATE OF \$30.00 PER SPACE AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME**

**WHEREAS**, the City Council of the City of Johnstown, Pennsylvania finds it to be in the City's best interest to lease parking spaces to the Cambria County Commissioners in the Main Street East Parking Garage; and

**WHEREAS**, the City of Johnstown and Cambria County Commissioners desire to enter into an agreement leasing a minimum of 100 and up to two hundred (200) spaces in the Main Street East Parking Garage; and

**WHEREAS**, the monthly rate of \$30.00 per parking space is approved for the remainder of calendar year 2022 and will expire on January 1, 2023.

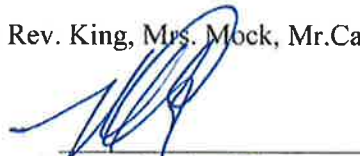
**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager and/or his designee is hereby authorized and directed to execute, on behalf of the City of Johnstown, the attached agreement with the Cambria County Commissioners to lease parking spaces in the Main Street East Parking Garage for the remainder of calendar year 2022.

ADOPTED: March 9, 2022

By the following Vote:

Yeas: Ms. Huchel, Mayor Janakovic, Mr. Britt, Mr. Arnone, Rev. King, Mrs. Mock, Mr. Capriotti

Nays:



Frank Jahaković, Mayor  
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10496** as the same by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

## PARKING LEASE

This Parking lease is made and entered into the \_\_\_\_ day of March, 2022, by and between the **CITY OF JOHNSTOWN**, a municipal corporation, authorized and existing under the Laws of the Commonwealth of Pennsylvania, having its primary office at City Hall, Corner of Main and Market Streets, Johnstown, Pennsylvania, 15901, hereinafter referred to as "LANDLORD"

### AND

The **COUNTY OF CAMBRIA**, a County of the fourth class of the Commonwealth of Pennsylvania, having its primary office at the Cambria County Courthouse, 200 South Center Street, Ebensburg, Pennsylvania, 15931, hereinafter referred to as "TENANT".

**WHEREAS**, LANDLORD and TENANT wish to provide for TENANT's use of the Main Street East Parking Garage for itself and its employees.

**NOW, THEREFORE**, LANDLORD and TENANT, intending to be legally bound hereby, agree as follows:

1. **PREMISE.** LANDLORD does hereby lease to TENANT, up to two hundred (200) passenger vehicle parking spaces, under roof, in the parking garage owned by LANDLORD, located in Johnstown, Pennsylvania and known as the Main Street East Parking Garage, hereinafter referred to as the "GARAGE," along with the shared use of all public spaces and amenities contained in the GARAGE and adequate, safe and customary means of ingress and egress for automobiles and persons. This leased area, along with any optional expansion of the lease area is hereinafter referred to as "PREMISE."
2. **OPTIONAL PREMISE.** LANDLORD agrees to expand the PREMISE leased to TENANT by the number of spaces requested by TENANT up to twenty-five (25) additional passenger vehicle parkingspaces, under roof, upon thirty (30) days' written notice, or any other notice accepted by the LANDLORD.
3. **RENT.** TENANT agrees to pay to LANDLORD an amount equal to thirty dollars (\$30.00) per parking space per month, payable in United States legal tender by cash, check or money order, in advance, quarter-annually, beginning on the effective day of this lease entered above.
4. **TERM.** This lease shall remain in effect until January 1, 2023, unless terminated earlier by the terms of this lease.

Central Park Complex at 110 Franklin Street and to keep said parking lots free and clear of snow and ice as customary and appropriate for parking purposes.

12. **INSURANCE.** LANDLORD agrees to provide general liability coverage for the GARAGE for the benefit of the TENANT and TENANT's employees in an amount no less than one million dollars (\$1,000,000.00).

13. **IDEMNIFICATION.** LANDLORD agrees to indemnify and hold TENANT harmless against any and all claims, demands, damages, costs and expenses including reasonable attorney's fees for the defense thereof, arising from the LANDLORD's operation of the GARAGE, or from any breach of the LANDLORD of the conditions of this lease, or from any act of negligence of LANDLORD, its agents, contractors, employees, subtenants, concessionaires or licensees involving the GARAGE.

14. **HEADINGS.** The heading proceeding each paragraph of this lease are inserted as a matter of convenience and shall not be deemed to be a part of the lease terms.

**WHEREAS,** this lease is made and executed pursuant to a resolution duly adopted by the Council of the City of Johnstown at a duly convened meeting with a quorum being present, and which resolution authorizes the City Manager to execute this lease on behalf of the City of Johnstown.

**WHEREAS,** this lease is made and executed pursuant to official action taken by the Cambria Commissioners at a duly convened meeting with a quorum being present.

**IN WITNESS WHEREOF,** the parties hereto have caused this lease to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LANDLORD: CITY OF JOHNSTOWN

BY:  \_\_\_\_\_

Ethan Imhoff, City Manager

TENANT: COUNTY OF CAMBRIA

BY: \_\_\_\_\_

Cambria County Commissioners