

Department of Port Control

Ordinance No.: 524-2024

Executive Summary

The Department of Port Control is requesting the authority to amend Lease Number CT 3001 LS2024*06 with MarKenCami, LLC (“MarKenCami”), for the use and occupancy of an additional 178 square feet of certain space, located in the Terminal of Burke Lakefront Airport.

Background/Purpose:

By way of background, MarKenCami currently lease space from the Department, under the authority of Ordinance 217–2023, passed by the Council of the City of Cleveland on April 10, 2023, for the use of approximately 1,769 square feet of space at Burke Lakefront Airport, for activities necessary for the operation of a Podcast Studio and office space. The Agreement is set for a period of two years, with three (3) one-year options to renew, exercisable by the Director of Port Control.

MarKenCami have requested to amend the current lease, for the use of aforementioned additional space, in the terminal building of Burke Lakefront Airport (“Leasehold Premises”), located at 1501 North Marginal Road, Cleveland, OH 44114 (“Lease”).

Scope:

The following are provisions to be contained in the Lease:

- A. **Purpose:** Lessee shall have permission to enter upon the Property for the non-exclusive right to operate and maintain for use only by Lessee and any authorized assigns and/or Affiliate(s), for use as a Podcast Studio and office space.
- B. **Rent Fee:** The annual rent for terminal space in Room Number 150, will be 284 total square feet x \$17.00/sf (Lake View Office Rate) = \$4,828.00. The rent is payable in 12 equal monthly installments of \$402.33.

The annual rent for terminal office space in Room Number 174 will be 513 total square feet x \$17.00/sf (Lake View Rate) = \$8,721.00. The rent is payable in 12 equal monthly installments of \$726.75.

The annual rent for terminal space in Hold Room G2 will be 972 total square feet x \$17.00/sf (Lakeview Rate) = \$16,524.00. The rent is payable in 12 monthly equal installments of \$1,377.

The annual rent for terminal space in Room Number 180 will be 178 total square feet x \$17.00/sf (Lake Side Rate) = \$ 3,026.00. The rent is payable in 12 monthly equal installments of \$ 252.16.

- C. An independent third party, fair market value appraisal dated August 28, 2022, set the annual rental rate for the leasehold area. In addition, the rate shall be adjusted annually on the Effective date of the Lease baes on the United States Department of Labor Consumer Price Index, All Urban Wage Earners and Clerical Workers, not seasonally adjusted.
- D. All other lease terms and conditions shall remain unchanged.

Justification/Urgency:

In addition, the agreement is for the non-exclusive right to use the premises by only Lessee and any authorized assigns and/or Affiliates(s) for the continuation of the operation of a podcast studio for the Cleveland area professional sports teams, and office space.

Anticipated Cost:

There is no cost to the City associated with this Lease.

Schedule or Term of Contract:

The term shall remain for a period of two (2) years, with three (3) one-year options to renew, exercisable by the Director of the Department.

Current Contract:

Name	Term/Expiration	Contract No.	Amount
MarKenCami, LLC	Expiration 11-17-2025 + (3) one-year options to renew.	LS 2024*0006	\$ 30,073/annum