

ORDINANCE NO. 23-050

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH RON HILE II D.B.A. GREAT LAKES GRINDERS FOR THE OPERATION OF THE SHORELINE PARK CONCESSION AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, subsequent to a Request for Proposals (RFP) process, the City Commission authorized and directed the City Manager to enter into a Lease Agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park Concession Area for the 2016, 2017, and 2018 operation seasons by Ordinance No. 16-044, passed on March 14, 2016; and

WHEREAS, the City Commission approved an amendment to the Lease Agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park Concession Area to extend the term of the Lease Agreement for an additional five (5) years, through calendar year 2023, by Ordinance No. 18-008, passed on January 22, 2018; and

WHEREAS, Great Lakes Grinders has been a positive and successful business at Shoreline Park for the past seven years and Mr. Hile is interested in extending the businesses' operating season for an additional six (6) weeks as well extending the term an additional three (3) years; and

WHEREAS, this Second Amendment provides for the extension of the operating season to begin on March 15th and conclude on November 1st and the term may be extended up to three (3) successive additional one-year periods, upon mutual written agreement; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental fee income and electric service reimbursement of an additional \$150 for rent in 2023; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the amendments prior to opening on March 15, 2023; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

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Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Lease Agreement with Ron Hile II d.b.a. Great Lakes Grinders for the operation of the Shoreline Park Concession Area located in the City of Sandusky to extend the operating season an additional six (6) weeks to conclude on November 1st and provide for three (3) successive additional one-year operating seasons during calendar years 2024, 2025, 2026, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 27, 2023

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to the Lease Agreement is made on and entered into on this _____ day of _____, 2023, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Ron Hile II (d.b.a. Great Lakes Grinders) P.O. Box 93, Sandusky, Ohio 44870, herein referred to as "Lessee."

WHEREAS, the Lessor and Lessee entered into a Lease Agreement for the operation of the Shoreline Park Concession Area on March 22, 2016; and

WHEREAS, the Lessor and Lessee desire to amend Section 2. (Term) of the Lease Agreement; and

WHEREAS, the Lessor and Lessee desire to amend Section 6. (Obligations of Lessee); and

WHEREAS, pursuant to Section 15. (Entire Agreement) of the Lease Agreement, amendments may be made in writing upon execution by both Lessor and Lessee; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Section 2. (Term) of the Lease Agreement shall be extended through November 1, 2023 and shall be amended as follows:

EXHIBIT "A"

The term of this Lease shall be for the period of the operating season for the Calendar years 2016 through 2023, which is defined as March 15, and concluding on ~~September 15~~ **November 1**, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

The Parties may extend the term of this agreement by up to three successive additional one-year periods, upon mutual written agreement signed by both parties.

2. All other terms of Section 2. (Term) of the Lease Agreement shall remain unchanged.

3. Section 6. (b) (Obligations of Lessee) shall include an additional \$150.00 for the total amount of rent and shall be amended as follows:

Lessee further agrees to pay ~~in advance annually~~ a rental fee and electric service fee for the leased premises in the amount of One Hundred Dollars (\$100.00) per month for a total amount due of ~~Six Hundred Dollars (\$600.00)~~ **Seven Hundred Fifty Dollars and 00/100 (\$750.00)** to be paid in advance annually.

4. All other terms of Section 6. (Obligations of Lessee) shall remain unchanged.

5. All other terms and provisions of the original Lease Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

LESSOR: CITY OF SANDUSKY

John Orzech
Interim City Manager

WITNESSES:

LESSEE: GREAT LAKES GRINDERS

Ron Hile II
Owner

EXHIBIT "1"

Approved as to Form:

Brendan L. Heil (0091991)