

**ORDINANCE NO. 23-073**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE PANTHER BASEBALL CLUB FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, OHIO, FOR THE FIRELANDS INTERLEAGUE BASEBALL LEAGUE PROGRAM BEGINNING MARCH 1, 2023, THROUGH JULY 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Panther Baseball Club has utilized the City's ballfields since 2017 and desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League Program from April 1, 2023, through July 31, 2023, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

**WHEREAS**, the agreement will provide an option for an additional one-year period from April 1, 2024, through July 31, 2024; and

**WHEREAS**, it is necessary for the City to grant the Panther Baseball Club permission to utilize the City's park property on a priority use basis; and

**WHEREAS**, the Panther Baseball Club will perform routine maintenance to the ball field areas and concession stand, which includes preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stand and storage shed, in exchange for the priority use of the baseball field; and

**WHEREAS**, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Panther Baseball Club; 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 execute the agreement prior to the start of the season which begins on April 1, 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 License Agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for the Firelands Interleague Baseball League Program beginning April 1, 2023, through July 31, 2023, 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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: 

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 27, 2023

## LICENSE AGREEMENT

This Agreement made on and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Sandusky, Ohio, a Chartered Municipality, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as “City” and the Panther Baseball Club, 2806 Woodside Drive, Huron, Ohio, 44839, hereinafter referred to as “Licensee” for the purpose of utilizing the Kiwanis Park Ball Field, concession stand, and storage shed located at 2227 First Street, Sandusky, Ohio from April 1, 2023 through July 31, 2023.

**WHEREAS**, the Panther Baseball Club desires to have priority use of Kiwanis Park Ball Field, concession stand, and storage shed for the Firelands Interleague Baseball League beginning April 1, 2023 through July 31, 2023, which includes games and practices, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, it is necessary for the City to grant the Licensee permission to utilize the City’s park property on a priority use basis; and

**WHEREAS**, Licensee is willing to perform routine maintenance to the ball field areas and concession stand under the direction of the Recreation Superintendent of the City in exchange for the priority use of the ball field delineated in this License Agreement; and

**WHEREAS**, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

**NOW, THEREFORE**, the parties agree as follows:

**SECTION ONE**  
**GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Kiwanis Park Ball Field, concession stand and storage shed located at 2227 First Street, Sandusky, Ohio.

**SECTION TWO**  
**TERM**

The City grants to the Licensee the priority use of the above-described ball field, concession stand and storage shed during the Licensee's schedules, for a period commencing April 1, 2023 through July 31, 2023.

This License may be granted for an additional one (1) year period from April 1, 2024, through July 31, 2024, upon written agreement by the Parties. If the Parties extend this License, the Licensee shall submit to the City the 2024 schedule prior to the beginning of the season. The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

**SECTION THREE**  
**CONSIDERATION**

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for the Licensee's agreement to

perform routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Superintendent of the City, which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, litter pick up, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stand and any other improvements shall be pre-approved by the City Manager and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager or their designee pursuant to this Agreement.

#### **SECTION FOUR** **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries

or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

## **SECTION FIVE**

### **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of the Kiwanis Park Ball Field, concession stand, and storage shed located at Kiwanis Park all applicable Park

rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee is responsible for clean-up and dispose of any refuse resulting from the use of the ball field. Licensee shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

Kiwanis Park Ball Field, concession stand and storage shed located at Kiwanis Park are a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

#### **SECTION SIX GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

#### **SECTION SEVEN TERMINATION**

Either party may terminate this Agreement upon sixty (60) days written notification to the other party:

City of Sandusky:  
c/o City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

Licensee:  
c/o Sean Finneran  
Panther Baseball Club  
2806 Woodside Drive  
Huron, OH 44839

#### **SECTION EIGHT ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

#### **SECTION NINE MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

#### **SECTION TEN CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

#### **SECTION ELEVEN JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation



shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

**SECTION TWELVE**  
**VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**SECTION THIRTEEN**  
**ENTIRE AGREEMENT**

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

CITY OF SANDUSKY:

\_\_\_\_\_  
John Orzech  
Interim City Manager

STATE OF OHIO )  
                  ) ss:  
ERIE COUNTY   )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

LICENSEE:

\_\_\_\_\_  
Sean Finneran, \_\_\_\_\_  
Panther Baseball Club

STATE OF OHIO )  
                  ) ss:  
ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared Sean Finneran, \_\_\_\_\_, Panther Baseball Club, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Panther Baseball Club and that the same is his voluntary act and deed as said Licensee on behalf of said Panther Baseball Club.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to Form:

\_\_\_\_\_  
Sarah A. Chiappone (#0101179)  
Assistant Law Director, City of Sandusky

**EXHIBIT "A"**

**Firelands Interleague Baseball League Schedule**

April 1, 2023 through July 31, 2023

DRAFT