

ORDINANCE NO. 23-251

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE HOST VENUE AGREEMENT WITH WORLD TRIATHLON CORPORATION AND LAKE ERIE SHORES & ISLANDS FOR SERVICES RELATED TO HOSTING IRONMAN 70.3® OHIO TRIATHLON EVENTS FOR THE DIVISION OF PARKS AND RECREATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, World Triathlon Corporation (WTC) and its subsidiaries own and operate IRONMAN 70.3® triathlon events and the City Commission approved an agreement with WTC and Lake Erie Shores & Islands for services related to hosting IRONMAN 70.3® triathlon events in and around the City of Sandusky during the years 2022, 2023, and 2024, by Ordinance No. 21-154, passed on October 25, 2021; and

WHEREAS, the IRONMAN 70.3® event draws 1,500 to 2,000 athletes plus thousands of spectators and the event includes a 1.2 mile swim, 56 mile bike and 13.1 mile; and

WHEREAS, the IRONMAN 70.3® OHIO event has been an overwhelming success and has showcased the City's waterfront, including the Jackson Street Pier, Sandusky Bay Pathway, Shelby Street Boat Launch, and helps support the many businesses through the City and Erie and Sandusky Counties; and

WHEREAS, the City, World Triathlon Corporation, and Shores & Islands Ohio desire to extend this agreement during the years 2025, 2026, and 2027, with the option to extend during the years 2028, and 2029; and

WHEREAS, the City will be providing an annual payment of \$25,000 for the events which will be paid with Recreation Funds and/or Capital Funds; 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 and allow for the continuation of the IRONMAN 70.3 triathlon event in Sandusky; 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 Division of Parks and 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:

PAGE 2 - ORDINANCE NO. 23-251

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Host Venue Agreement with World Triathlon Corporation and Lake Erie Shores & Islands for services related to hosting IRONMAN 70.3® OHIO triathlon events for the Division of Parks and Recreation and to extend the agreement for three (3) years through 2027, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to World Triathlon Corporation for the Ironman 70.3® OHIO Triathlon Events in the amount of \$25,000.00 per year for years 2025, 2026, and 2027, and if extended, for the years 2028 and 2029.

Section 3. 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 4. 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 5. 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

PAGE 3 - ORDINANCE NO. 23-251

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: December 11, 2023



FIRST AMENDMENT

to

HOST VENUE AGREEMENT

IRONMAN® 70.3® Ohio (2025-2027)

This FIRST AMENDMENT TO HOST VENUE AGREEMENT (this “**First Amendment**”) is effective as of _____, 2023 the (“**First Amendment Date**”) by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation d/b/a IRONMAN (“**WTC**”) and **CITY OF SANDUSKY**, an Ohio municipal corporation (“**Host**”), and **LAKE ERIE SHORES AND ISLANDS**, a non-profit corporation formed under the laws of Ohio (“**LESI**”). WTC, Host, and LESI are sometimes referred herein individually as “**Party**” and collectively as “**Parties**”.

RECITALS

- A. This First Amendment amends that certain HOST VENUE AGREEMENT, dated October 27, 2021, between WTC, Host, and LESI (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.
- B. The Parties desire to further amend the Agreement to extend the Term through 2027, and make certain modifications and amendments to the Agreement provided herein.

The Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

- 1. **Section 1(a)** of the Agreement is hereby amended to include years 2025, 2026, and 2027 as a Race Year.
- 2. **Section 1(d)** of the Agreement is hereby amended to include the following Race Dates:

- (iv) July 20, 2025
- (v) July 19, 2026
- (vi) July 18, 2027
- (vii) A mutually agreed upon date in July 2028*
- (viii) A mutually agreed upon date in July 2029*

**subject to Section 2(b)*

- 3. **Section 2** of the Agreement is hereby amended deleted in its entirety and replaced with the following:

2. Term of the Agreement; Extension Period.

- (a) **Initial Term.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2027 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the “**Term**” or, if applicable, the “**Initial Term**”).
- (b) **Option to Extend Term.** Unless this Agreement is earlier terminated, Host has the right, upon providing written notice to WTC (i) prior to July 1, 2027, to extend the Term by one



(1) year (“**Renewal Option 1**”), such that an Event would take place in 2028 and this Agreement would continue in effect until thirty (30) days following the 2028 Event, and (ii) in the event Host exercises its Renewal Option 1, Host has the right, upon providing written notice to WTC prior to July 1, 2028, to extend the Term by one (1) year (“**Renewal Option 1**”), such that an Event would take place in 2029 and this Agreement would continue in effect until thirty (30) days following the 2029 Event (“**Renewal Option 2**”). During such Renewal Option 1 and/or Renewal Option 2 (if any), the Annual Payment will be as set forth in Exhibit A, and except to the extent otherwise expressly stated herein, all terms of this Agreement shall apply *mutatis mutandis*. For the avoidance of doubt: The Initial Term together with the Renewal Option 1 and/or Renewal Option 2, if applicable, are referred to herein collectively as the “Term”.

4. The Annual Payments table set forth on Exhibit A of the Agreement is hereby amended to include the following payments:

Regarding the Event for Race Year	Annual Payment to be paid by Host to WTC	Annual Payment Due Date
2025	\$25,000.00	January 31, 2025
2026	\$25,000.00	January 31, 2026
2027	\$25,000.00	January 31, 2027
2028*	\$25,000.00	January 31, 2028
2029*	\$25,000.00	January 31, 2029

*Subject to Section 2(b).

5. The Restricted Sponsorship Categories Table in Exhibit D is hereby deleted in its entirety and replaced with the following:

- Airlines
- Alcohol malt beverage and non-alcohol malt beverages
- Automobiles, electric vehicles, electric buses, and electric scooters
- Bike wear (including technical bike apparel, helmets, and footwear)
- Bikes, bike components, bike trainers, bike parts (including pedals), bike devices (including computers, GPS devices, power meters, and any other connected devices)
- Charities
- Compression Wear
- Digital virtual multisport software/platforms including swimming, cycling and/or running
- Energy Drinks
- Event registration or transaction processing software/services
- Eyewear and related accessories
- Financial Services, Wealth Management, Cryptocurrency & Life Insurance
- Hand/wrist devices including watches, global positioning devices (GPS) and any other connected devices
- Heart Rate Monitors
- Online Fundraising Platform
- Photography Services
- Recovery Devices and Wearables including ice-based products, vibration & percussive massage, heat/cold/thermal wearables, contrast therapy, compression (e.g., pneumatic boots), vibration



- rollers/balls/sticks, handheld meditation, TENS & stim devices
- Running Wear (including footwear and apparel)
- Swim Wear (including wetsuits, swim caps, and swim goggles)
- Timing Services
- Travel Booking Services, Tour Operator Services, Athlete Premium Experiences, and Training Camps
- Treadmills

OTHER PROVISIONS

6. **No Other Changes.** Except as expressly provided in this First Amendment, the Agreement is not otherwise amended, modified, or affected by this First Amendment, and all other terms of the Agreement remain unchanged and in full force and effect.
7. **Miscellaneous.** The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, arrangements, and understandings, written or oral, between or among the Parties, except as may be specifically provided herein. No modifications, amendments, cancellations, renewals, or extensions of or to this First Amendment or the Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing and signed by both Parties. This First Amendment will be binding upon, and enure to the benefit of, the Parties and their respective successors and assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under the Agreement or this First Amendment. This First Amendment may be executed in counterparts, each of which will be deemed an original binding document and all of which will constitute one and the same instrument. An electronic (e.g., PDF) or facsimile copy of this executed First Amendment or counterpart hereof will be deemed, and will have the same legal force and effect as, an original document.

This First Amendment has been executed and delivered by each Party's duly authorized representative as of the First Amendment Date.

HOST:

CITY OF SANDUSKY

By: _____
Name:
Title:

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: SHANE FACTEAU
Title: COO

LAKE ERIE SHORES AND ISLANDS

By: _____
Name:
Title: