

**RESOLUTION NO. 2020-46**

Introduced by: Christine Crawford

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH VEGA BAR AND GRILL LLC, DBA I-5's OF HURON, FOR A PORTION OF THE GROUNDS AND WALKWAYS SURROUNDING THE CITY'S SMALL BOAT MOORING BASIN IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$2,720.00) PAYABLE TO THE CITY OF HURON.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1:** That the City Manager be, and he hereby is, authorized and directed to enter into a Lease Agreement with VEGA Bar and Grill LLC, dba I-5's of Huron, for a portion of the grounds and walkways surrounding the City's Small Boat Mooring Basin, which Lease Agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3:** That this Resolution shall be in full force and effect immediately upon its adoption.

  
\_\_\_\_\_  
Sam Artino, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 14 JUL 2020



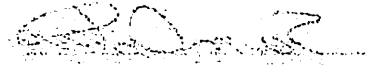
THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER

IN SENATE, January 11, 1911.  
REPORT OF THE COMPTROLLER OF THE CITY OF NEW YORK,  
FOR THE YEAR ENDING DECEMBER 31, 1910.

ALBANY: J. B. LIPPINCOTT COMPANY, PRINTERS, 1911.

THE COMPTROLLER OF THE CITY OF NEW YORK,  
OFFICE OF THE COMPTROLLER,  
100 WALL STREET,  
NEW YORK.

REPORT OF THE COMPTROLLER OF THE CITY OF NEW YORK,  
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J. B. LIPPINCOTT

THE COMPTROLLER OF THE CITY OF NEW YORK,  
OFFICE OF THE COMPTROLLER,  
100 WALL STREET,  
NEW YORK.



## **LEASE AGREEMENT**

This Lease Agreement is made between and among the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, hereinafter called "City," and VEGA Bar and Grill LLC, dba I-5's of Huron., by and through its authorized representative, Daniel R. Hitlan, hereinafter collectively called "Lessees," for the purpose of leasing to Lessees a portion of the grounds and walkways owned by the City surrounding the City's Small Boat Mooring Basin.

**WHEREAS**, the purpose of the Lease Agreement is to allow Lessees to utilize Unit(s) in the Anchorpoint Condominium in the operation of a restaurant/tavern business known as "I-5's of Huron," such facility being adjacent to the grounds and walkways surrounding the City's Small Boat Mooring Basin and Lessees wish to lease a portion of those grounds and walkways for outside service in connection with such business; and

**WHEREAS**, the parties have met and have agreed that it would be mutually beneficial to enter into this Lease Agreement.

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

1. The City hereby leases unto Lessees that portion of the grounds and walkways surrounding its Small Boat Mooring Basin depicted in Exhibit "A" attached hereto and made a part hereof.
2. The term of this Lease Agreement shall be effective July 15, 2020 and shall terminate on July 14, 2023. Lessees shall be afforded a right of first refusal for a successive Lease of the property upon expiration of this Agreement. This right shall extend no later than one calendar year from expiration; and shall be void in the event that Lessees breach any article stated herein during the stated term of this Agreement or renewal of this Agreement.
3. The Annual Lease Payment shall be Two Thousand Seven Hundred Twenty and 00/100 Dollars (\$2,720.00) which is payable in three equal installments of Nine Hundred Six and 66/100 Dollars (\$906.66) on the first day of July, August and September, except that in the initial year of the Lease, the first payment shall be due on July 15, 2020.
4. Lessees shall save the City harmless and indemnify the City against any and all liability for personal injury, property damage or loss of life or property resulting from, or in any way connected with, the condition or use of the premises, including but not limited to all acts or claims arising or claimed to arise in connection with Lessees' operation of its restaurant/tavern business.

As further security for this indemnification, Lessees shall obtain and keep in full force and effect during the term of this Lease, general liability insurance, with limits of at least Two Million Dollars (\$2,000,000.00) for personal injury or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage. The

City shall be listed as an additional insured and shall be given at least thirty (30) days written notification of an intent to cancel. Lessees shall provide the City Manager with a Certificate from the insurance company attesting to the existence of such insurance, its term and proof of payment of the premium. The delivery of such Certificate and the maintenance of such policy or policies in good standing shall be a specific condition of this Lease, and if, at any time, such Certificate and the insurance it represents shall lapse, Lessees' right to occupy the leased property shall immediately cease and Lessees shall vacate the same.

The provisions of this paragraph 4 shall survive the Term of this Lease Agreement.

5. Lessees, all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all Ohio Department of Liquor Control, federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases, including COVID-19. Lessees agree to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same. Lessees understand its business will expose it and its employees, agents, contractors and other persons subject to its control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY**, and assumes full responsibility for any such risk which may occur at the Event. Lessees further **AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS** the City, and its officials, agents, and/or employees ("**RELEASEES**"), **WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERWISE**, to the fullest extent permitted by law.
6. Lessees shall keep all areas of the leased property and the improvements installed thereon in good repair and in a clean and sanitary condition, free and clear of all hazards and debris. Lessees shall take all steps to keep vermin, stray animals and pests away from and off the leased premises. Lessees shall take all steps necessary to abide by all local sound amplification ordinance restrictions.
7. Either party, during the term of this lease, or any extension or renewal thereof, may terminate this lease by notice, in writing, to the other party delivered sixty (60) days

prior to the date of termination, in which case, the rent shall be prorated to the date of termination.

8. Lessees shall be required to submit to the City of Huron Planning Commission site plan renderings for any structural improvements proposed for the Property. The City Council retains final discretion in the approval of structural improvements to the land which is subject to the Lease Agreement.
9. Upon termination, at the option of the City, the improvements maintained by Lessees shall become the property of the City without compensation to Lessees or shall be removed by Lessees and the property restored, as nearly as possible, to its condition existing prior to those improvements.
10. VEGA Bar and Grill LLC, dba I-5's of Huron, and Daniel R. Hitlan acknowledge each entity and/or individual is receiving significant benefit from this Lease Agreement, either as a limited liability company or in his individual capacity due to his ownership of units and/or shares of stock. Each such entity and/or individual shall be jointly and severally liable for the obligations of Lessees hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed duplicates hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

THE CITY OF HURON, OHIO

  
\_\_\_\_\_  
Michael Spafford, Interim City Manager

As To Lessees:

\_\_\_\_\_  
\_\_\_\_\_

LESSEES:

VEGA BAR AND GRILL LLC,  
dba I-5s of HURON

\_\_\_\_\_  
By: Daniel R. Hitlan

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Todd Schrader, Law Director

**IN WITNESS WHEREOF**, the parties have executed duplicates hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

**THE CITY OF HURON, OHIO**

\_\_\_\_\_  
**Michael Spafford, Interim City Manager**

**As To Lessees:**

\_\_\_\_\_  
\_\_\_\_\_

**LESSEES:**

**VEGA BAR AND GRILL LLC,  
dba I-5s of HURON**

\_\_\_\_\_  
**By: Daniel R. Hitlan**

**Title:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

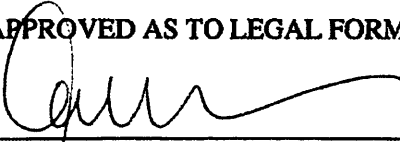
  
\_\_\_\_\_  
**Todd Schrader, Law Director**

EXHIBIT A

