

RESOLUTION NO. 2018-31

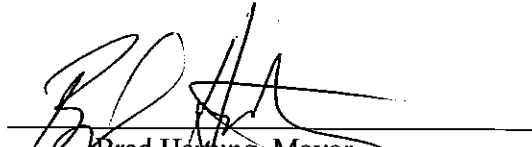
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH 357 LTD., LLC FOR A PORTION OF THE GROUNDS AND WALKWAYS SURROUNDING THE CITY'S SMALL BOAT MOORING BASIN IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND 00/100 (\$2,720.00) PAYABLE TO THE CITY OF HURON.

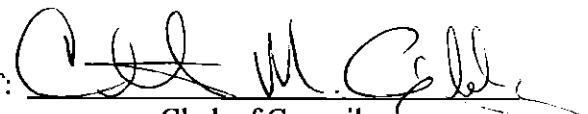
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Lease Agreement with 357, Ltd., LLC 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.


Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 24 APR 2018

AMENDED AND RESTATED LEASE AGREEMENT

This Amended Lease Agreement is made between and among the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, hereinafter called "City" and 357, Ltd., LLC, 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 City and Lessee entered into a Lease Agreement on March 10, 2015 and ratified by the City in Resolution 2015-23; and, subsequently expanded that Lease Agreement by Resolution 2016-63 on August 23, 2016; and,

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

WHEREAS, the Parties have met and agreed that it would be mutually beneficial to renew the existing 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 April 1, 2018 and shall terminate on December 31, 2019. 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 Lessee 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 and Twenty Dollars (\$2,720.00) which is payable in three equal installments of Nine Hundred and Six Dollars and Sixty-six cents (\$906.66) on the first day of June, July, and August of 2018 and Two Thousand Seven Hundred and Twenty Dollars (\$2,720.00) which is payable in three equal installments of Nine Hundred and Six Dollars and Sixty-six cents (\$906.66) on the first day of June, July, and August of 2019.
4. Lessees shall save the City harmless and indemnify the City against any and all liability for personal injury, property damage or for 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 as least Two Million Dollars (\$2,000,000.00) for personal injury or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) 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 Lessee shall vacate the same.

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

5. Lessees shall abide by all rules and regulations of the Ohio Department of Liquor Control, the Health Departments of the State of Ohio and the County of Erie and shall abide by all federal, state and local laws and regulations and 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.
6. 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.
7. Lessee shall be required to submit to the City of Huron Planning Commission site plan renderings for 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.
8. Upon termination, at the option of the City, the improvements maintained by Lessees shall become the property of the City without compensation to the Lessees or shall be removed by the Lessees and the property restored, as nearly as possible, to its condition existing prior to those improvements.
9. 357 Ltd., LLC, Jaron M. Caldwell, and Shane M. Blessing acknowledge each entity and/or individual is receiving significant benefit from this Lease Agreement, either as a corporation, Limited Liability Company or in their individual capacities due to their ownership of units and shares of stock. Each such entity and/or individual shall be jointly and severally liable for the obligations of Lessees hereunder.

IN WITNESS WHEREOF, the parties have executed duplicates hereof this 25 day of April, 2018.

In the Presence of:

THE CITY OF HURON, OHIO

Andrew D. White, City Manager

As to all Lessees

LESSEES:
357 Ltd., LLC

By _____
Jaron M. Caldwell

By _____
Shane M. Blessing

APPROVED AS TO FORM:

Laura E. Alkire
Law Director