

RESOLUTION NO. 27-2024

Introduced by Sam Artino

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF A ONE (1)-YEAR LEASE AGREEMENT WITH SHOWBOAT LLC, DBA OLD FISH HOUSE EFFECTIVE JANUARY 1, 2024, FOR A PORTION OF ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-01077.000 COMPRISING APPROXIMATELY 1,701 SQUARE FEET IMMEDIATELY ADJACENT TO LESSEE'S PROPERTY LOCATED AT 30 MAIN STREET, HURON, OHIO, FOR THE ANNUAL RENTAL AMOUNT OF TWO THOUSAND FIFTY-EIGHT AND XX/100 DOLLARS (\$2,058.00)

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

SECTION 1: That the City Manager's execution of a Lease Agreement with Showboat LLC, dba Old Fish House, effective January 1, 2024, for the lease of a portion of Erie County, Ohio Permanent Parcel No. 42-01077.000, comprising approximately 1,701 square feet, immediately adjacent to Lessee's property located at 30 Main Street, Huron, Ohio, for the annual rental amount of Two Thousand Fifty-Eight and XX/100 Dollars (\$2,058.00) is hereby ratified. The Lease Agreement is substantially in 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 the 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 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Monty Tapp, Mayor

ATTEST:



Clerk of Council

ADOPTED:

26 MAR 2024

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 Showboat LLC dba Old Fish House, by and through its authorized representative, James J. Dike, hereinafter collectively called "Lessees," for the purpose of leasing to Lessees approximately 1,701 square feet of Erie County, Ohio Permanent Parcel No. 42-01077.000 immediately adjacent to Lessee's property located at 30 Main Street, Huron, OH 44839.

WHEREAS, the purpose of the Lease Agreement is to allow Lessees to utilize City property located at 30 Main Street in the operation of a restaurant/tavern business known as "Old Fish House," such facility being adjacent to the grounds of property owned by the City of Huron and formerly known as the "Showboat Property," and Lessees wish to lease a portion of those grounds 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 approximately 1,701 square feet of the grounds located on Permanent Parcel No. 42-01077.000 depicted in Exhibit "A" attached hereto and made a part hereof.
2. The term of this Lease Agreement shall be one (1) year commencing on January 1, 2024 and terminating on December 31, 2024. Upon mutual agreement of both Lessor and Lessee, Lessees may be afforded two (2) successive one-year Lease renewal terms at the expiration of this Agreement, which renewals shall be void in the event that Lessees breach any article stated herein during the stated term or any renewal of this Agreement. The Lease Payment for any renewal term shall be the same as initial term, as set forth in Paragraph 3.
3. The Lease Payment shall be Two Thousand Fifty-Eight and 00/100 Dollars (\$2,058.00) for the one-year lease term, payable in one lump sum payment on or before June 1, 2024, or on June 1 of any successive one-year renewal term.
4. Lessees shall defend, indemnify, and hold the City harmless 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 by endorsement 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 DEFEND AND 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 provided however that, save and excepting Lessees breach of this Lease Agreement or Lessees violation of law (for example only and not intended to be an exhaustive list, Lessees citation by Ohio Division of Liquor Control,


Lessees exceeding the maximum occupancy, etc.), the City shall not be entitled to utilize this Section 7 to terminate this Lease Agreement with an effective termination date between May 1, 2024 and September 1, 2024, or between May 1 and September 1 of any successive renewal term.

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. Promptly upon termination of this Lease Agreement regardless of reason, the improvements maintained by Lessees shall be removed by Lessees and the property restored, as nearly as possible, to its condition existing prior to those improvements.

IN WITNESS WHEREOF, the parties have executed duplicates hereof this _____ day of _____, 2024.

LESSOR:

THE CITY OF HURON, OHIO

By: 

Matthew Lasko, City Manager

LESSEES:

SHOWBOAT LLC,
dba OLD FISH HOUSE

By: 

James J. Dike

Title: member

EXHIBIT A

