

RESOLUTION NO. CR-26-98

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT
FOR THE OPERATION OF THE CONCESSION STAND AT WINDSOR PARK

WHEREAS, The City of Grove City, Department of Parks and Recreation, desire to provide concession stand service at Windsor Park; and

WHEREAS, it is the desire to award a contract to provide this service; and

WHEREAS, it is necessary for Council to authorize the Mayor to enter into a contract.

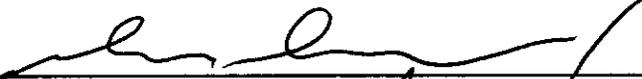
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract for the operation of the concession stand at Windsor Park in accordance with the Ordinances of the City of Grove City and the statues of the State of Ohio.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Passed: 3-30-98
Effective: 3-30-98

Attest:



Michael Milovich, Jr., President of Council

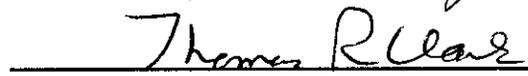


Cheryl L. Grossman, Mayor



Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this resolution is correct as to form



Thomas R. Clark, Director of Law

CR-26-98

AGREEMENT

This Agreement is entered into this 30 day of ^{June}~~April~~, 1998 by and between The City of Grove City, Ohio, hereinafter referred to as the "City" and Cynthia Vonville and Denise Miller, hereinafter referred to as the "Concessionaires", WITNESSETH:

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of determining their respective rights and responsibilities relating to the Concessionaires exclusive use of the City concession facility, located at Windsor Park, Grove City, Ohio, and;

NOW THEREFORE, the parties hereto agree as follows:

1. The Concessionaires will have the exclusive right to use the City's Concession Facility located at Windsor Park, which includes a 460 square foot room, with 75 square feet of storage space located in a block structure, with one walk through door and one serving window, 15 feet in length, during the baseball season. The season commences on April 1 and will continue to October 30 of each year. This right will extend for baseball seasons commencing April 1, 1998 and ending October 30, 1999.

2. The Concessionaires will be permitted to operate the concession facility from 8:00 a.m. to 10:30 p.m. seven days a week during the baseball season.

3. The Concessionaires shall pay to the City a rental fee totalling Eight Thousand Dollars (\$8,000.00) per season, payable as follows:

The sum of One Thousand and no/100 Dollars (\$1,000.00) shall be due and payable on the 30th day of June, the 30th day of July, the 30th day of August and the 30th day of September of each year. The sum of Four Thousand and no/100 Dollars (\$4,000.00) shall be due and payable on the 30th day of October of each year.

4. The concessionaires agree to supply, during the baseball season, at their sole cost and expense, total concession operations, which include but is not limited to staffing, inventory, equipment, permits and inspections. The City will pay utility charges for the facility, which will include electric and water. Any improvement or remodeling of the facility must be approved by the Director of Parks and Recreation and will be at the sole

expense of the Concessionaires. The City will be responsible to maintain in good repair and condition the concession facility during its use by the Concessionaires.

5. The Concessionaires shall maintain during the baseball season, bodily injury and property damage insurance in an amount of not less than \$300,000.00 per person/ \$300,000.00 per occurrence. Further, the Concessionaires shall maintain fire liability insurance of no less than \$10,000.00 and Worker's Compensation in accordance with Ohio law. The City shall be named as an additional insured on all insurance policies herein required to be maintained.

6. The Concessionaires shall maintain a menu and price structure as set forth in "Exhibit A" attached hereto and made a part hereof. Any major variations must be approved by the Parks & Recreation Director. No alcoholic or tobacco products may be sold.

7. The Concessionaires will indemnify and save harmless the City from any and all liability arising out of the Concessionaires use of the concession facility, including the payment of reasonable attorney fees.

8. The Concessionaires covenant and agree as follows:

- a. The Concessionaires will use and occupy the premises in a careful, safe and proper manner;
- b. The Concessionaires will not commit or suffer any waste therein;
- c. The Concessionaires will not assign this lease nor sublet said premises nor any part thereof;
- d. That all property of Concessionaires in said building or upon said premises shall be at the sole risk of the Concessionaires;
- e. Concessionaires covenant and agree not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law on the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the City.
- f. Concessionaires agree not to use or store in any manner, hazardous substances upon the demised premises.

- g. The Concessionaires will surrender and deliver up said premises at the end of said term in as good order and condition as the same now are or may be put by the City, reasonable use and natural wear and tear or unavoidable casualty excepted.

9. In the event said ~~rental~~ payment hereinabove provided, or any part thereof, shall at any time be in arrears and unpaid for a period of fifteen (15) days; or if Concessionaires shall fail to keep and perform any of the covenants and conditions of this agreement on Concessionaire's part to be kept or performed, or if said Concessionaires shall abandon or vacate said premises during the term thereof, or shall make an assignment for the benefit of creditors, or if the interest of Concessionaires in the demised premises shall be sold under execution or other regular process, or if Concessionaires shall be adjudged bankrupt, or if a receiver shall be appointed for Concessionaires by any Court, the City may at the City's election, after the City has given Concessionaires written notice by Certified Mail Return Receipt Requested or by personally delivering said notice to Concessionaires at Concessionaires address as designated by Concessionaires, of said default or breach of agreement, at any time thereafter while such condition exists, cancel and terminate this agreement, and the City may enter upon said premises and again have, repossess and enjoy same as if this agreement had not been made. Thereupon this agreement and everything herein contained on the part of the City to be kept shall cease and terminate.

10. Concessionaires shall have the right and option to extend this agreement for an additional term of two (2) years commencing at the expiration of the term aforesaid and ending on the 30th day of October, 2001, under and upon the same terms, covenants and provisions of this agreement. Said option shall be executed by the Concessionaires serving written notice thereof, at least sixty (60) days before the expiration of the term hereof, on the City personally. And provided further that said option may be exercised only in the event no default then exists in payment of rent or in any other of the terms of this agreement on the part of the Concessionaires to be kept and performed.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates
on the day and year first above written.

Signed in the presence of:

May E. Sticks

Kelly Reeves

Sheila Wiseman

Bob

The City of Grove City, Ohio

By Cheryl L. Grossman
Cheryl L. Grossman, Mayor

Cynthia Vonville
Cynthia Vonville

Denise Miller
Denise Miller

Concessionaires

0.091 ACRE
EXHIBIT "F"

Situated in the State of Ohio, County of Franklin, City of Grove City, being located in Virginia Military Survey No. 1383 and being 0.091 acre of that 0.367 acre tract as conveyed to Phillip B. Doudna by deed of record in Official Record 20682E10, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a P.K. Nail set at the centerline intersection of Paul Street and Broadway (U.S. Route 62 and State Route 3);

thence North $33^{\circ} 44' 11''$ East, being along the centerline of said Broadway, a distance of 224.82 feet to a point;

thence North $56^{\circ} 01' 25''$ West, leaving said centerline, a distance of 0.41 feet to a P.K. Nail set at the southeasterly corner of said 0.367 acre tract, being the True Point of Beginning for the tract herein intended to be described;

thence North $56^{\circ} 01' 25''$ West, being along the southwesterly line of said 0.367 acre tract, a distance of 39.59 feet to an iron pin set;

thence North $33^{\circ} 44' 11''$ East, being across said 0.367 acre tract and being 40.00 feet westerly from and parallel with the centerline of said Broadway, a distance of 100.00 feet to an iron pin set in the northeasterly line of said 0.367 acre tract;

thence South $56^{\circ} 01' 25''$ East, being along the northeasterly line of said 0.367 acre tract, a distance of 40.00 feet to a P.K. Nail set at the northeasterly corner of said 0.367 acre tract, being in the centerline of said Broadway;

thence South $33^{\circ} 58' 35''$ West, being along the southeasterly line of said 0.367 acre tract, a distance of 100.00 feet to the True Point of Beginning, containing 0.091 acre of land, of which 0.068 acre lies within the present right-of-way of Broadway, leaving a net acreage of 0.023 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings are based on The Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments FRANK 24 and FRANK 124, having a bearing of North $85^{\circ} 57' 59''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Clark E. White

Registered Surveyor No. 7868

0.122 ACRE
EXHIBIT "E"

Situated in the State of Ohio, County of Franklin, City of Grove City, being located in Virginia Military Survey No. 1383 and being 0.122 acre of that tract of land as conveyed to The Propane Corporation by deed of record in Deed Book 1576, Page 79, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a P.K. Nail set at the centerline intersection of Ventura Boulevard and Broadway (U.S. Route 62 and State Route 3);

thence North $33^{\circ} 44' 11''$ East, being along the centerline of said Broadway, a distance of 381.40 feet to a point;

thence North $87^{\circ} 46' 27''$ West, leaving said centerline, a distance of 5.31 feet to a P.K. Nail set at the southeasterly corner of said Propane Corporation tract, being the True Point of Beginning for the tract herein intended to be described;

thence North $87^{\circ} 46' 27''$ West, being along the southerly line of said Propane Corporation tract, a distance of 41.61 feet to an iron pin set;

thence North $33^{\circ} 44' 11''$ East, being across said Propane Corporation tract and being 40.00 feet westerly from and parallel with the centerline of said Broadway, a distance of 148.00 feet to an iron pin set in the northerly line of said Propane Corporation tract;

thence South $87^{\circ} 46' 27''$ East, being along the northerly line of said Propane Corporation tract, a distance of 42.34 feet to a P.K. Nail set at the northeasterly corner of said Propane Corporation tract;

thence South $33^{\circ} 58' 35''$ West, being along the easterly line of said Propane Corporation tract, a distance of 148.38 feet to the True Point of Beginning, containing 0.122 acre of land, of which 0.088 acre lies within the present right-of-way of Broadway, leaving a net acreage of 0.034 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings are based on The Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments FRANK 24 and FRANK 124, having a bearing of North $85^{\circ} 57' 59''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Clark E. White

Registered Surveyor No. 7868

CEW/mf



0.083 ACRE
EXHIBIT "D"

Situated in the State of Ohio, County of Franklin, City of Grove City, being located in Virginia Military Survey No. 1383 and being 0.083 acre of that 1.290 acre tract as conveyed to Buckeye Gas Products Co., L.P. by deed of record in Official Record 8620116, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a P.K. Nail set at the centerline intersection of Paul Street and Broadway (U.S. Route 62 and State Route 3);

thence South $33^{\circ} 44' 11''$ West, being along the centerline of said Broadway, a distance of 606.13 feet to a point;

thence North $87^{\circ} 46' 27''$ West, leaving said centerline, a distance of 4.58 feet to a P.K. Nail set at the southeasterly corner of said 1.290 acre tract, being the True Point of Beginning for the tract herein intended to be described;

thence North $87^{\circ} 46' 27''$ West, being along the southerly line of said 1.290 acre tract, a distance of 42.34 feet to an iron pin set;

thence North $33^{\circ} 44' 11''$ East, being across said 1.290 acre tract and being 40.00 feet westerly from and parallel with the centerline of said Broadway, a distance of 99.74 feet to an iron pin set in the northerly line of said 1.290 acre tract;

thence South $87^{\circ} 46' 27''$ East, being along the northerly line of said 1.290 acre tract, a distance of 42.83 feet to a P.K. Nail set at the northeasterly corner of said 1.290 acre tract;

thence South $33^{\circ} 58' 35''$ West, being along the easterly line of said 1.290 acre tract, a distance of 100.00 feet to the True Point of Beginning, containing 0.083 acre of land, of which 0.060 acre lies within the present right-of-way of Broadway, leaving a net acreage of 0.023 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings are based on The Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments FRANK 24 and FRANK 124, having a bearing of North $85^{\circ} 57' 59''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Clark E. White
Registered Surveyor No. 7868

CEW/mf



0.317 ACRE
EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, City of Grove City, being located in Virginia Military Survey No. 1383 and being 0.317 acre of that 4.800 acre tract as conveyed to Grove City Service Center by deed of record in Official Record 5254H10, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a P.K. Nail set at the centerline intersection of Paul Street and Broadway (U.S. Route 62 and State Route 3);

thence South $33^{\circ} 44' 11''$ West, being along the centerline of said Broadway, a distance of 267.89 feet to a point;

thence North $55^{\circ} 57' 25''$ West, leaving said centerline, a distance of 2.48 feet to a P.K. Nail set at the southeasterly corner of said 4.800 acre tract, being the True Point of Beginning for the tract herein intended to be described;

thence North $55^{\circ} 57' 25''$ West, being along the southwesterly line of said 4.800 acre tract, a distance of 37.52 feet to an iron pin set;

thence North $33^{\circ} 44' 11''$ East, being across said 4.800 acre tract and being 40.00 feet westerly from and parallel with the centerline of said Broadway, a distance of 360.71 feet to an iron pin set in the northeasterly line of said 4.800 acre tract;

thence South $55^{\circ} 57' 25''$ East, being along the northeasterly line of said 4.800 acre tract, a distance of 33 feet to a P.K. Nail set at the northeasterly corner of said 4.800 acre tract;

thence South $33^{\circ} 58' 35''$ West, being along the southeasterly line of said 4.800 acre tract, a distance of 360.70 feet to the True Point of Beginning, containing 0.317 acre of land, of which 0.234 acre lies within the present right-of-way of Broadway, leaving a net acreage of 0.083 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings are based on The Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments FRANK 24 and FRANK 124, having a bearing of North $85^{\circ} 57' 59''$ West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Clark E. White
Registered Surveyor No. 7868

CEW/mf



0.190 ACRE
EXHIBIT "C"

Situated in the State of Ohio, County of Franklin, City of Grove City, being located in Virginia Military Survey No. 1383 and being 0.190 acre of that tract of land as conveyed to Suburban Propane Verkamp of Columbus by deed of record in Official Record 32527J05, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a P.K. Nail set at the centerline intersection of Paul Street and Broadway (U.S. Route 62 and State Route 3);

thence South 33° 44' 11" West, being along the centerline of said Broadway, a distance of 506.39 feet to a point;

thence North 87° 46' 27" West, leaving said centerline, a distance of 4.09 feet to a P.K. Nail set at the southeasterly corner of said Suburban Propane tract, being the True Point of Beginning for the tract herein intended to be described;

thence North 87° 46' 27" West, being along the southerly line of said Suburban Propane tract, a distance of 42.83 feet to an iron pin set;

thence North 33° 44' 11" East, being across said Suburban Propane tract and being 40.00 feet westerly from and parallel with the centerline of said Broadway, a distance of 222.94 feet to an iron pin set in the northerly line of said Suburban Propane tract;

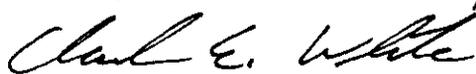
thence South 89° 01' 25" East, being along the northerly line of said Suburban Propane tract, a distance of 44.54 feet to a P.K. Nail set at the northeasterly corner of said Suburban Propane tract;

thence South 33° 58' 35" West, being along the easterly line of said Suburban Propane tract, a distance of 224.66 feet to the True Point of Beginning, containing 0.190 acre of land, of which 0.139 acre lies within the present right-of-way of Broadway, leaving a net acreage of 0.051 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings are based on The Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments FRANK 24 and FRANK 124, having a bearing of North 85° 57' 59" West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Clark E. White

Registered Surveyor No. 7868

CEW/mf

