

RECORD OF ORDINANCES

Ordinance No. 2014-19

Passed May 27 20¹⁴

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SCHAFFNER'S DRIVE-IN FOR THE OPERATION OF THE VILLAGE SWIMMING POOL CONCESSION STAND FOR THE 2014 THROUGH 2016 SEASONS, AND THE DECLARATION OF AN EMERGENCY

WHEREAS, the Village has previously advertised for bids for the purpose of operating the Village swimming pool concession stand and the only bidder to date has been Edward L. Schaffner, dba Schaffner's Drive-In; and,

WHEREAS, Edward L. Schaffner, dba Schaffner's Drive-In, has indicated to the Village that he desires to continue to operate the swimming pool concession stand; and,

WHEREAS, Finance Committee has reviewed the matter and recommends approval of an agreement between the Village and Schaffner's Drive-In for the operation of the swimming pool concession stand for the 2014 through 2016 swimming seasons; and,

WHEREAS, this ordinance needs to be passed on an emergency basis since the agreement needs to be in place before the 2014 swimming season commences;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: The Village Administrator is hereby authorized to enter into an agreement with Edward L. Schaffner, dba Schaffner's Drive-In, for operation and management of the Village's swimming pool concession stand for the 2014 through 2016 swimming seasons, in the amount of \$450.00 per season, payable on or before the commencement of each season; and upon the additional terms and conditions as set forth in the agreement. A copy of said agreement shall be attached hereto and incorporated herein.

SECTION 2: For the reasons noted in the preamble, this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals, and welfare of the citizens of Baltimore, Ohio. This ordinance shall become effective upon its passage by Council.



Robert M. Kalish, Mayor

DATE OF PASSAGE: 5-27-2014

EFFECTIVE DATE: 5-27-2014

ATTEST: 
Florence D. Welker, Fiscal Officer

SPONSOR: Hankison

APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

AGREEMENT

The purpose of this Agreement is to authorize **Edward L. Schaffner dba Schaffner's Drive-In**, of 103 E. Elmwood Ave., Baltimore, Ohio 43105, (hereinafter "Tenant"), the limited use and operation of the Village of Baltimore swimming pool concession stand, owned by the **Village of Baltimore, Ohio**, an Ohio municipal corporation (hereinafter "the Village"), for the 2014 through 2016 swim seasons.

The purpose shall be for commercial use only. Further, the use shall be subject to the following terms and conditions, and to any additional conditions as determined by the Village:

1. The Tenant shall pay to the Village the sum of Four Hundred and Fifty and 00/100 Dollars (\$450.00) per season as rent for the use of the concession stand for the 2014 through 2016 seasons, the rent to be paid in full to the Village as follows: \$450.00 to be paid upon the execution of this agreement for the 2014 season; \$450.00 to be paid in full prior to the commencement of the 2015 season; and \$450.00 to be paid in full prior to the commencement of the 2016 season. Except as otherwise specifically set forth herein, the rent is non-refundable.
2. The Village shall provide access to the concession stand and all improvements, and applicable utility service (electric, water, sewer and refuse collection). The Tenant shall be entitled to all revenues received from the use of the concession stand.
3. The concession stand shall operate only during regular pool operating hours, which shall include swim lessons, swim meets and special events.
4. The Tenant shall receive keys for the pool grounds and the concession stand, which keys shall not be copied and shall be returned to the Village on or before the last day of the swim season each year, or at such earlier date as requested by the Village.
5. The use is temporary and subject to termination by the Village at any time and for any reason. The use is for the benefit of the above Tenant only and is not transferable or alienable.
6. The Tenant shall be responsible for staffing the facility, providing all supplies and materials, and collecting all revenues. In addition, the Tenant shall be responsible for all staffing-related expenses, including but not being limited to Workers Compensation, Village of Baltimore income taxes and other employment-related taxes and deductions.
7. The Tenant shall maintain compliance with all health department food service licensing requirements and shall pay all costs associated with such licensing requirements. In addition, the Tenant shall provide a food service that is customary according to the standards of Village of Baltimore residents.

8. The Tenant shall be responsible for maintaining product liability insurance coverage in effect for the swim season, upon such terms and amounts as the Village determines to be appropriate, and the Tenant shall indemnify the Village with regard to any such liability.
9. The Village and/or its designated representatives shall be entitled to access the concession stand at any reasonable time.

Executed by the parties set forth below on the 24 day of June, 2014.

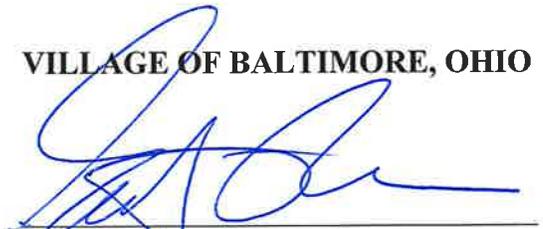
TENANT



Edward L. Schaffner dba
Schaffner's Drive-In

6-24-14
Date

VILLAGE OF BALTIMORE, OHIO



By: Scott A. Brown,
Village Administrator

6-24-14
Date