

ORDINANCE NO. 98-24

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE
“THIRD AMENDMENT TO LEASE” BETWEEN THE CITY OF
AVON AND BUCKEYE BASEBALL, LLC
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Ordinance No. 79-08, Council authorized the Mayor to enter into a Lease Agreement with Avon Baseball, LLC, the original owners of the Lake Erie Crushers, a franchise that plays independent, non-affiliated baseball in the Frontier League, to play their games at the 9.7141- acre baseball complex owned by the City at the corner of Baseball Blvd. and Recreation Lane; and

WHEREAS the term of the original lease was from June of 2008 to October 31, 2024; and

WHEREAS, on December 28, 2015 Council passed Ord. No. 162-15 authorizing the transfer of the lease from Avon Baseball, LLC to new owner, Blue Dog Baseball, LLC; and

WHEREAS, due to the pandemic of 2020, baseball operations that year were cancelled and the City and Blue Dog Baseball suspended rent payments and agreed to a one-year extension of the original lease to October 31, 2025 (See, Ord. No. 105-20, passed November 23, 2020); and

WHEREAS, pursuant to Ordinance No. 33-24, which passed on March 4, 2024, the City of Avon authorized the transfer of the Stadium Lease from Blue Dog Baseball, LLC to Buckeye Baseball, LLC; and

WHEREAS, under the current terms of the lease, the Initial Term is set to expire on October 31, 2025. The Lease may be renewed at the Team’s option for five (5) additional years by notifying the City, in writing, of its intent to renew one (1) year prior to the expiration of the current Term or October 31, 2024; and

WHEREAS, the Administration and Buckeye Baseball are currently in negotiations which may require additional amendments to certain provisions of the Lease (3rd Amendment) and an extension of the original term to October 31, 2026; and

WHEREAS, Council, having reviewed the 3rd Amendment to the Lease with Buckeye Baseball, LLC, finds it is fair and equitable to the parties and that authorizing the Mayor to execute same is in the best interests of the health, safety, and welfare of the citizens of Avon.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
AVON, LORAIN COUNTY, OHIO:**

Section 1 - That the Mayor is hereby authorized to execute the “3rd Amendment” to the lease between the City and Buckeye Baseball, LLC in substantially the form as set forth in the attached Exhibit A, which is incorporated herein by this reference.

Section 2 - All other provisions of the Lease not amended as set forth in Exhibit A remain in full force and effect.

Ordinance No. 98-24 (Con't.)

Section 3 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to execute the 3rd Amendment to the Lease with Buckeye Baseball, LLC before October 31, 2024; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 28, 2024 DATE SIGNED: October 28, 2024

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: October 29, 2024

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: October 30, 2024
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 98-24, passed by the Council of said City on October 28, 2024.

IN WITNESS WHEREOF, I have on this 29th day of October 2024, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (the "Third Amendment") is made as of the 28th day of October, 2024, at Avon, Ohio, by and between **City of Avon**, an Ohio political subdivision and municipal corporation ("Landlord" or "City") and **Buckeye Baseball, LLC**, an Ohio limited liability company ("Tenant" or "Team").

WHEREAS, Council passed Ord. No. 33-24 on March 4, 2024 authorizing the transfer of the stadium lease from Blue Dog Baseball, LLC to Buckeye Baseball, LLC; and

WHEREAS, with the transfer, Buckeye Baseball, LLC assumed all rights and responsibilities set forth in said lease; and

WHEREAS, the term of the original lease is set to expire on October 31, 2025; and

WHEREAS, by its terms, the Team is obligated to notify the City of its desire to exercise the first five (5) year option by October 31, 2024; and

WHEREAS, to provide the new Team ample opportunity to decide whether or not to exercise the first five (5) year option, the City and Team have agreed to extend the original term of the lease by one (1) year making October 31, 2026 the new expiration date; and

WHEREAS, the Team will now have until October 31, 2025 to notify the City of its decision as to whether or not it intends to exercise the first five (5) year option; and

WHEREAS, the City also agrees to modify Part VI, Advertising and Media Rights by agreeing to eliminate the four percent (4%) provision in Section 6.1(e)(2) beginning January 1, 2025; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the City and the Team agree as follows:

1. The City and Team agree that the Initial Term specified in Article III, Section 3.1 of the Lease shall be increased by one (1) year to October 31, 2026.

2. The City and Team agree that Section 3.1 of the Lease shall amended as follows:

Section 3.1 Term. This Lease shall commence and be deemed to be effective as of the Effective Date, and continue until October 31, 2026 (the "Initial Term"). After the Initial Term, this Lease may be renewed at the Team's option for four (4) five (5)-year terms thereafter (each, a "Renewal Term"; the Initial Term and any effective Renewal Term collectively referred to as the "Term"). The Team shall provide written notice of its intent to renew the Term by providing the City with written notice of such renewal at least one (1) year prior to the expiration of the then current Term.

3. Landlord and Tenant agree that Article VI, subsection 6.1(e)(2)(a) shall be deleted in its entirety.

4. The new "Article VI, (e)(1)(B) shall read: "Effective as of January 1, 2025, the Advertising-Signage Revenues payable to the City by the Team annually shall be Thirty Thousand (\$30,000.00) Dollars."

5. The provisions of this Third Amendment shall control notwithstanding any contrary provisions in the Lease, and the provisions of this Third Amendment shall be deemed to be incorporated into the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have set their hands as of the day and year set forth above.

City of Avon

By: 
Bryan Jensen, Mayor, City of Avon

Landlord/City

Buckeye Baseball, LLC

By: 
Len Komoroski, Managing Partner

Team/Tenant