

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT  
TO THE LEASE WITH STOP 65, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, TBP Avon Lake, LLC ("TBP"), Stop, 65 LLC's predecessor in interest, and the City entered into a lease dated November 13, 2017 (the "Lease"), whereby TBP leased to the City certain premises (the "Premises") in the Artstown Shopping Center, 33483 Lake Road, Avon Lake; and

WHEREAS, the initial term of the Lease will expire on December 31, 2023; and

WHEREAS, the Lease grants to the City options to extend the term of the Lease for two additional periods of two years and three years, respectively; and

WHEREAS, the City has requested that to exercise its option to extend the lease for three years.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is authorized and directed to enter into an amendment to the Lease incorporating the terms set forth in Exhibit A hereto, such amendment to be in form and substance acceptable to the Mayor and in form acceptable to the Law Director.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which 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 No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to amend the Lease to allow the Recreation Department to continue to offer recreational activities to the citizens of Avon Lake at the Premises, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 6/12/2023

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

PASSED: 6/26/2023

/s/ Martin E. O'Donnell  
President of Council

POSTED: 6/30/2023

APPROVED: 6/27/2023

ATTEST: /s/ Valerie E. Rosmarin  
Clerk of Council

/s/ Gregory J. Zilka  
Mayor

### **Amendment No. 3 to Lease**

This Amendment No. 3 to Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **Stop 65, LLC**, an Ohio limited liability company, hereinafter “Landlord”, and the **City of Avon Lake**, an Ohio political subdivision and municipal corporation, hereinafter “Tenant”.

**Whereas**, on or about November 13, 2017, Tenant and Landlord’s predecessor in interest, TBP Avon Lake, LLC, entered into a written lease agreement (the “Lease”) by which Tenant agreed to lease approximately 7,500 square feet of commercial property located at 3483 Lake Road, Avon Lake, Ohio (the “Premises”), as more fully described in the Lease.

**Whereas**, the Lease was amended by the First Amendment to Lease on July 19, 2019 and by the Second Amendment to Lease on December 13, 2019.

**Whereas**, Landlord acquired the Premises and is the current Landlord under the Lease, as amended.

**Whereas**, Landlord and Tenant desire to amend the Lease in order for Landlord to exercise its option to extend the term of the Lease.

**Whereas**, capitalized terms used herein shall have the same meaning as ascribed to them in the Lease.

Now therefore, the parties agree as follows:

1. Tenant acknowledges that the current Lease term expires on December 31, 2023. By this amendment, Tenant hereby exercises its 3-year option applicable to the period from January 1, 2024 through December 31, 2026. Per the terms of the option, the base rent for the period from January 1, 2024 through December 31, 2026 shall be \$3,500.00 per month.

2. Each and all of the remaining provisions of the Lease shall remain in full force and effect.

3. This Amendment No. 3 to Lease Agreement may be executed in any number of counterparts, any one and all of which constitute the contract of the parties hereto and each of which shall be deemed an original. This Amendment No. 3 to Lease Agreement may be executed by “.pdf” signature and a “.pdf” of a signature shall have the same legal effect as an originally drawn signature.

**LANDLORD**

STOP 65, LLC

**TENANT**

City of Avon Lake, Ohio

By: \_\_\_\_\_  
Nathan Gamellia, Manager

By: \_\_\_\_\_

State of Ohio:  
County of Lorain: ss.

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

On his \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, in and for said County and State, personally came Nathan Gamellia, the Manager of Stop 65, LLC, an Ohio limited liability company, who acknowledged that he, being authorized to do so, executed the foregoing instrument and the same is the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

State of Ohio:  
County of Lorain: ss.

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

On his \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, in and for said County and State, personally came \_\_\_\_\_, the \_\_\_\_\_ of the City of Avon Lake, Ohio, an Ohio municipal corporation, who acknowledged that he/she, being authorized to do so, executed the foregoing instrument and the same is the free act and deed of said Ohio municipal corporation.

\_\_\_\_\_  
Notary Public