

ORDINANCE NO. 7-86

AN ORDINANCE DECLARING THE BID OF SHOOK'S DARI FREEZE, INC.
FOR OPERATION OF THE FIRESTONE PARK PICNIC PAVILION
DURING THE SUMMER SEASON OF 1986 TO BE THE HIGHEST
AND BEST BID, TO ACCEPT SAME, TO AUTHORIZE THE MAYOR
AND CLERK TO ENTER INTO AN AGREEMENT WITH THE SUCCESSFUL
BIDDER AND TO DECLARE AN EMERGENCY

BE IT ORDAINED, by the Council of the Village of Spencer, Ohio,
three-fourths of its members concurring herein, as follows:

1. The bid of Shook's Dari Freeze, Inc. 216 North Main Street, Spencer
Ohio 44275 in the amount of Six Hundred and no/100 Dollars (\$600.00) for
the operation of the Firestone Park Pavilion during the summer season
of 1986 is hereby declared to be the highest and best bid and is
accordingly hereby accepted.

2. The Mayor and the Clerk are hereby authorized and directed to
enter into a contract with the successful bidder for the pavilion
operation, a copy of said contract being attached hereto and included
herein by reference.

3. This Ordinance is hereby declared to be an emergency measure
necessary for the public peace, health, safety and welfare of the
Village of Spencer, Ohio and for the particular reason that it is
necessary to immediately enter into the operating contract with this
successful bidder in order to allow operations to commence May 1, 1986,
and that this Ordinance will be in full force and effect from and after
its passage.

PASSED: April 23, 1986

Mayor

ATTEST:

Clerk

AGREEMENT

This Agreement is made and entered into by the Village of Spencer Town Hall, Spencer, Ohio, hereinafter referred to as "Village" and Shook's Dari Freeze Inc., 216 North Main Street, P.O. Box 64, Spencer, Ohio 44275 referred to as "Operator".

WITNESSETH:

WHEREAS, the Village had advertised for bids for the operation of the pavilion at Firestone Memorial Park during the summer season of 1986, and:

WHEREAS, the Operator has made the highest and best bid for such pavilion operation which has been accepted by Council of the Village of Spencer, Ohio;

NOW THEREFORE, it is mutually covenanted and agreed between the parties hereto as follows:

1. The Operator hereby agrees to operate a pavilion at the Firestone Memorial Park for sale of general refreshments to the public from May 1 thru July 3, 1986 and from July 6 thru September 1, 1986 at all reasonable times there are sporting events and general activity at the Firestone Memorial Park. July 4 and 5, 1986 are specifically excused from this Agreement inasmuch as the Spencer Fire Department will be using the pavilion on those dates in conjunction with the Independence Day celebration. The Operator agrees that as part of his duties he will maintain the kitchen and rest room facilities of the pavilion in a neat, clean and workmanlike fashion. The Operator further agrees that he will save and hold harmless the Village of Spencer and any of its agents or employees from any and all claims, demands, causes of action or judgements which may arise from the Operator's operation of the Firestone Park pavilion under this Agreement.

2. The Operator hereby agrees that for the privilege of operating the Firestone Park Pavilion he will concurrently with the execution of this Agreement pay to the Village of Spencer the sum of Six Hundred and no/100 Dollars (\$600.00). One Hundred Fifty Dollars (\$150.00) paid the first of each month.

3. The Village hereby grants to the Operator the privilege of operating the Firestone Park pavilion during the dates and upon terms and conditions hereinabove set forth. The Village further agrees that the kitchen equipment of the pavilion includes the following:

Grill

Pizza Oven

Electric Hot Plate

Coffee Urn

2 Refrigerators

2 Freezers

Miscellaneous Items

The Village further agrees that utilities for the operation of the pavilion shall be provided for by the Village.

4. The parties agree that the Operator may add equipment to the kitchen facilities provided by the Village but only on the conditions that such equipment will not do harm to the existing equipment or other property of the Village and that the Operator will remove all such personal equipment upon the termination of this Agreement without harm to the property of the Village.

The Village will be responsible for all repairs. The Operator to be responsible for all damages to Village equipment, furniture and fixtures which damages have been incurred due to the Operator's use of such equipment, furniture and fixtures.

5. The Operator further warrants and agrees that he will surrender the pavilion in as good a condition as it was at the beginning of this Agreement and that he will leave the subject premises in a clean and neat appearance.

6. If the Operator violates any of the terms and conditions of this Agreement, the Village shall have the right to terminate this Agreement without refunding any of the consideration called for herein upon giving the Operator one weeks written notice of the violation of this Agreement. If the Operator has corrected all such complaints within a one week time period provided for, the Agreement shall continue in full force until its normal termination. If the Operator has not corrected the complaints set forth in the said written notice, then without further action or notice this Agreement shall be automatically terminated, null and void and the Operator shall at that time forfeit all rights of possession and use of the subject premises.

7. The Operator further covenants and agrees that he will operate the pavilion in all respects in accordance with the law, local, state or federal and shall be fully responsible for all of the Operator's agents or employees with regard to all laws and regulations applicable thereto. The parties further agree that neither the Operator nor its agents and/or employees are or will be employees or agents of the Village of Spencer, Ohio and that in the operation of the pavilion the Operator is a private independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands to
duplicate copies hereof on the day of April, 1986 at Spencer, Ohio.
WITNESSES: VILLAGE OF SPENCER, OHIO

Carl D. Lemas

Stacey Mayor

Thomas D. G.

Carl D. Lemas

Dalmon M. Wolf Clerk

Thomas D. G.

OPERATOR:

W A Cowley
William A. Cowley
