

**ORDINANCE 2023 - 78**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXECUTIVE UNDERSTANDING AGREEMENT WITH WARREN COUNTY RELATED TO THE EFFORTS TO RETAIN THE WESTERN & SOUTHERN TENNIS TOURNAMENT IN THE CITY OF MASON AND DECLARING AN EMERGENCY**

WHEREAS, Warren County has committed a \$50 million direct cash contribution and additional funding on behalf of the State of Ohio establishing its interest for the Warren County Port to serve as the Lessee for the Project, and to further enter into a Management Agreement with Beemok to manage, administer and oversee the operations; and

WHEREAS, Mason acknowledges the financial commitment of Warren County and the County's request for the Warren County Port Authority to serve as Lessee on the Project and for the preservation, development and success of the current Masters 1000 Tournament in Mason, Ohio; and

WHEREAS, in consideration of Warren County contributing the above, and contingent on finalization of this consideration within a binding document, the City of Mason and the Mason Port Authority shall permit the Warren County Port Authority to serve as the Lessee of the property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. In consideration of the above recitals, the parties agree, substantially in the form of the following:

- a. The City's purchase and ownership of the Tennis for Charity Property.
- b. The County, City, Warren County Port Authority, and the Mason Port Authority will work collaboratively towards securing State funding, infrastructure, and changes in State statute that may be needed as part of the Project.
- c. Notwithstanding Warren County serving as Lessee, it is acknowledged the Sports Campus lies within the City of Mason jurisdiction boundaries and extending the consistent high level of service provided by Mason to the Property including but not limited to police, sewer, water, fire, emergency, roadways is important to the Mason brand, viability of the tournament, and long-term strategic plans for the future and to that end responsibility for municipal services, regulations, zoning etc. remains with the City.
- d. Mason Port agrees to relinquish its jurisdictional territory to the Warren County Port for the sole purpose of the Project. The Warren County Port agrees that under the established professional courtesy it will not pursue additional

opportunities for projects in the City of Mason. Furthermore, Warren County Port agrees that should it become aware of potential economic development initiatives within the City of Mason it will contact the Mason Port to take the lead on these initiatives.

- e. Mason is a regional leader in its economic development work, and that work is beneficial to both the City and County. As such, any fees derived specifically from the Warren County Port's position as Lessee or its capacity in any Management Agreement will be shared equally with Mason Port to further its economic development work.
- f. Should Warren County Port default on its commitments or should no longer serve in its capacities as part of the Project, all provisions provided to the Warren County Port shall revert to Mason Port and/or Mason Port Authority will be named successor to ensure the continuity of commitments.
- g. Warren County and the Warren County Port will work collaboratively to enhance and promote the Grizzly Golf and Social Lodge operations and other Shared Facilities of the Project.
- h. Warren County and Warren County Port will include the City of Mason logo in any place the Warren County logo or Warren County signage appears on the Sports Campus.
- i. Mason has a vested interest in shared facilities on the Sports Campus to eliminate duplication of services, thereby saving costs, enhancing the customer/visitor experience, and growing market share for both tennis and the Grizzly Golf and Social Lodge. To that end, the City will enter into operations and management agreements exclusive to the City of Mason for Shared Facilities.
- j. County, City, Warren County Port Authority, and the Mason Port Authority agree that items identified in this Executive Understanding may need to be more fully defined and formalized in additional agreements and will do so with the collaborative spirit that has been demonstrated within this document.

Acknowledged by the parties as set forth below:

**THE CITY OF MASON, OHIO**

By: \_\_\_\_\_  
Eric Hansen, City Manager

**COUNTY OF WARREN, OHIO**

By: \_\_\_\_\_  
Tom Grossmann, County Commissioner

By: \_\_\_\_\_  
Shannon Jones, County Commissioner

By: \_\_\_\_\_  
David G. Young, County Commissioner

**MASON PORT AUTHORITY**

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

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

**WARREN COUNTY PORT AUTHORITY**

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

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

Section 2. That the City Manager is hereby authorized to execute these terms as set forth herein.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be

effective immediately upon its adoption. The reason for said declaration of emergency is the need to memorialize these understandings at the earliest possible date.

Passed this 26<sup>th</sup> day of September, 2023.

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Mayor

Attest:

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Clerk of Council