

RESOLUTION NO. 27-2021

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON CHAMBER OF COMMERCE RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON FRIDAY, JUNE 11, 2021 AND SATURDAY, JUNE 12, 2021.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Chamber of Commerce to utilize Lake Front Park for their Lake Front Market event to be held on Friday, June 11, 2021 and Saturday, June 12, 2021, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Sam Artino, Mayor

ATTEST:



Clerk of Council

ADOPTED:

11 MAY 2021

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE HURON CHAMBER OF COMMERCE**, a non-profit entity, hereinafter referred to as “Licensee.”

WHEREAS, Licensee has submitted a request for an inaugural event known as the Lake Front Market; and,

WHEREAS, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the City-owned property known as “Lakefront Park” for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market from June 11, 2021 at 2:00pm through June 12, 2021 at 9:00pm.
2. Unless revoked prior to same, this License is valid from June 11, at 2:00pm through June 12, 2021 at 9:00pm at which time this Agreement shall automatically terminate.
3. Licensee agrees to compensate the City for the cost of this License in the amount of Seven Hundred Fifty Dollars (\$750). Said fee shall be payable in advance no later than May 31, 2021. The parties agree that the fee for this event is similar to that which is codified for use of comparable city owned properties for a duration of one and one-half days. If either party terminates this agreement prior to the event, the fee is fully refundable.
4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall provide written notice to all residents with direct access to a public thoroughfare within the road closure area no later than May 31, 2021, and shall also be responsible for the supervision of the closures to permit affected residents’ access. Further, Licensee shall abide by all of the City’s Festival Regulations, attached hereto as Exhibit C.
5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 12, 2021 and removed on June 13, 2021.
6. Licensee, its employees, volunteers, and vendors shall at all times during the pendency of this License comply with all applicable laws and regulations, including but not limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to, permits and/or approval from the Ohio Division of Liquor Control, Erie County Health Department, and the Huron Fire Department.

7. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. The City shall notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

9. The City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

10. The City approves the issuance of a liquor permit by the Ohio Division of Liquor Control for the Huron Lake Front Market event. In the event a liquor permit is issued, and subject to any and all limitations and/or conditions on the permit issuance as promulgated by the Ohio Division of Liquor Control, the City requires that the date liquor may be served and consumed is limited to the "private event" on June 11, 2021 from 5:00pm to 9:00pm, and on June 12, 2021 from 9:00am to 7:00pm, and the area that liquor may be served and consumed is limited to the area set forth in the diagram attached hereto as Exhibit D.

11. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement, and Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000) for bodily injury and death; Fifty Thousand Dollars (\$50,000) for property damage, which policies shall name City as an additional named insured by endorsement, and shall also provide coverage and/or a rider or endorsement to cover Licensee's serving of alcohol and spirits on City-owned (commonly known as "social host liability" coverage). Licensee shall furnish City with a certificate evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, on or before June 1, 2021, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit E. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee, if any. The provisions of this Section 11 shall survive the termination of this Agreement regardless of reason.

12. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

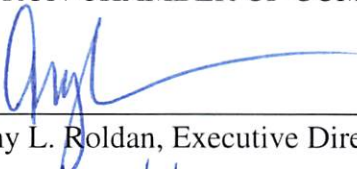
13. Licensee agrees to comply with all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic. This necessarily includes all requirements pertaining to social distancing, masks, and anything else needed to ensure the public health. Licensee shall defend, indemnify and hold the City harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to COVID-19. The provisions of this Section 13 shall survive the termination of this Agreement regardless of reason.

14. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance is in exchange for compensation.

15. This License constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

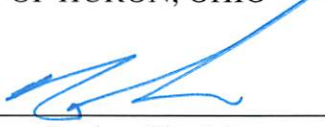
HURON CHAMBER OF COMMERCE



Amy L. Roldan, Executive Director

Date: 6/1/21

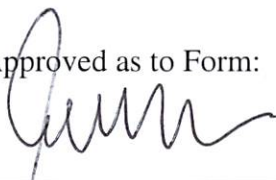
CITY OF HURON, OHIO



Matthew Lasko, City Manager

Date: 5/12/2021

Approved as to Form:



Todd A. Schrader
Law Director

EXHIBIT A: EVENT SITE PLAN



March 24, 2021

Dear Huron City Council,

This letter serves as a request for use of Lake Front Park for the Lake Front Market on June 11, 2021 from 5:00-9:00pm for a private event limited to 300 people, and on June 12th from 9:00am – 7:00pm for the open market. The Lake Front Market will include retail vendors, food vendors, music, beer/wine garden and kid activities. We plan to have 60 retail vendors, max of 10 food vendors including food trucks, dessert stations, activities on the beach, and variety of music in the gazebo throughout the day. We have lowered the number of vendors this year to provide more space between vendors and green space for our visitors, due to covid precautions.

The purpose of the proposed Lake Front Market is to provide a unique experience to tourist, residents, and a venue to support Ohio area small businesses. The park map included shows where the vendors will be located but is not to exact measurements or placement, just a general plan.

The road closure that we have requested is for food vendors and retail vendor overflow. As stated on the provided Food Vendor Application, vendors will not be provided electricity and must provide Erie County Health Department Food Permit prior to opening for business. Food Trucks utilizing a generator will be located on Wall Street with the back of truck on water side. This will minimize the amount of sound that comes from a generator for attendees and residents. All vendors will be required to adhere to any fire code items as stipulated by the Huron Fire Department and subject to an inspection prior to the market opening.

We plan to utilize a similar parking plan as Huron River Fest, including use of street parking, public, and having local churches to provide parking for a fee. A minimum of a month prior to the market, we will supply and promote a map letting attendees know where to park. Due to the popularity of this event, we are asking the city to consider charging us a fee to assist with trash removal throughout the event. Also, we will be working with the police department on what will need to be done as far as extra security in the Lake Front Market area on Friday night to Saturday morning.

202 Cleveland Road West
Huron, Ohio 44839
(419) 433-5700
Chamber@Huron.net
www.Huron.net



The Huron Chamber of Commerce will apply for a "Beer & Wine" Permit from the State of Ohio Department of Liquor Control, as we have in past years. The area will be roped off and is noted on the included map.

In addition to the above stated, we are planning on having a "Young Entrepreneurs" Tent again, to allow our local youngsters to showcase their business and product for no fee. We plan to utilize the beach area with beach yoga demonstrations and other water activities. We have partnered with the Huron Public Library to provide a kid activity area near the playground. There will also be live music in the Gazebo throughout the day, with no electricity needed.

We are requesting road closures to include Center Street from Park Street to Williams Street (at Wall Street), and Ohio Street from Park Street to the water. Volunteers will man the three road blocks, to allow the any residents in and out. We also ask permission to begin promoting no parking with in those blocked areas as early as the night before to ensure no cars for the hours of market operation, with the assistance of the city.

In addition to previous years, we would like to pay the city the \$500 fee this year and ask for assistance with trash removal throughout the event and the end of day.

The following attachments are included:

Attachment 1 – Park Map

Attachment 2 – Vendor Application

Attachment 3 – Food Vendor Application

We feel our first two years, were a huge success and hope the city agrees and support us in our 2021 endeavor.

Please let me know if you need any further information.

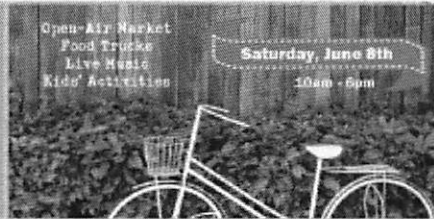
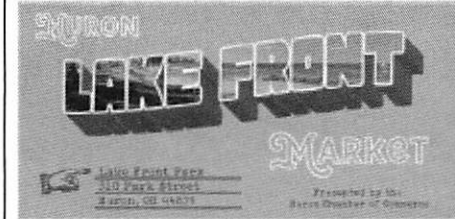
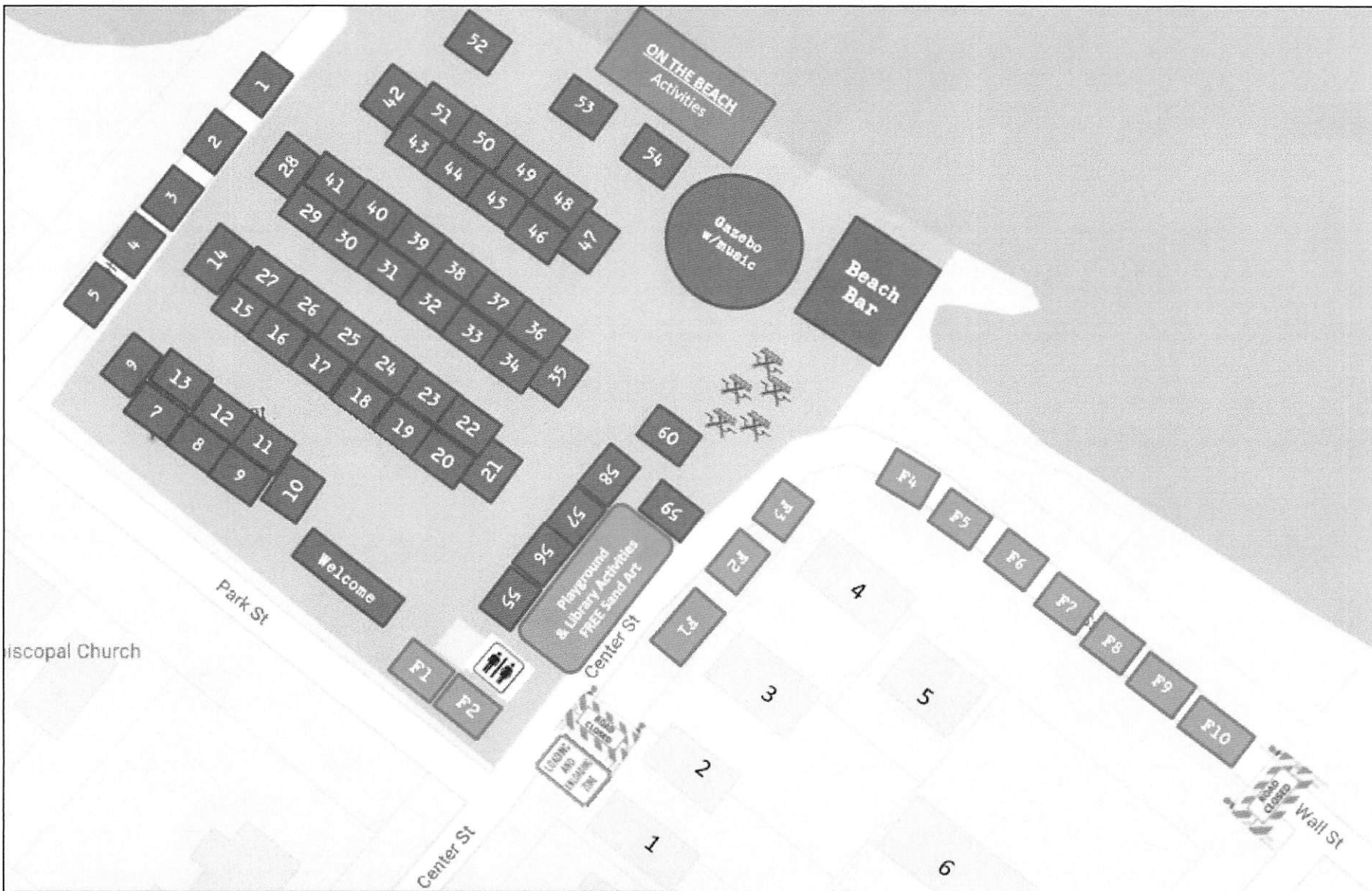
Sincerely,

Amy L. Roldan

Executive Director

**202 Cleveland Road West
Huron, Ohio 44839
(419) 433-5700
Chamber@Huron.net
www.Huron.net**





- Retail Vendors
- Food Trucks
- Beach Bar
- Music
- On The Beach Activities
- FREE Kid Activity - Sand Art

HURON LAKE FRONT MARKET

Presented by the Huron Chamber of Commerce

Friday, June 11, 2021

Sunset Sip & Shop

6:30 – 8:30pm

Saturday, June 12, 2021

Market Day

10:00am – 6:00pm



Lake Front Park

310 Park Street

Huron, OH 44839

Lake Front Market is an open-air marketplace featuring Ohio-based vendors at one of Huron's most scenic beaches. The event will feature food trucks, live music, kids' activities, and numerous vendors of authentic goods. To create a unique shopping experience, our committee will approve vendors based on variety, originality, and quality of goods sold.

Sunset Sip & Shop: Limited to 300 reservations. Private preview event including small-plates, entertainment, beachfront bar, giveaways and shopping.

Please submit application by April 15, 2021:

LakeFrontMarket@Huron.net or Huron Chamber, 202 Cleveland W, Huron, Ohio 44839

All applicants will be notified no later than April 30, 2021 and accepted vendors will be invoiced at that time.

VENDOR APPLICATION

(\$125 Fee for 10' x 12' Space)

Business Name: _____

Contact Name: _____ **Phone:** _____

Email: _____ **Website:** _____

Address: _____ **City, State, Zip:** _____

List all social media links: _____

Please describe the items you will be selling: _____

Please mark the box of the category that best describes your product:

☐ Vintage/Antique/Repurposed

☐ Home Décor

☐ Accessories/Jewelry

☐ Farm Stand/Produce

☐ Artsy/Handmade

☐ Apparel

☐ Kids/Baby

☐ Candles

☐ Pets

How many 10' x 12' space(s) are you requesting? _____

Understand and agree to participate in the Sunset Sip & Shop on Friday: (please initial) _____

Please direct all questions to Huron Chamber of Commerce at LakeFrontMarket@Huron.net or (419)433-5700.

HURON LAKE FRONT MARKET

Presented by the Huron Chamber of Commerce

Saturday, June 12, 2021
10am – 6pm



Lake Front Park
310 Park Street
Huron, OH 44839

Lake Front Market is an open-air marketplace featuring Ohio-based vendors at one of Huron's most scenic beaches. The event will feature food trucks, live music, kids' activities, and numerous vendors of authentic goods. To create a unique shopping experience, our committee will approve vendors based on variety, originality, and quality of goods sold.

FOOD VENDORS: Every effort is made to create a unique food experience and limiting any duplication of food/beverage type. No power will be supplied, so vendors must provide their own generator if necessary. Vendors must also provide Health Department Permit and abide by all required Fire Department Regulations.

FOOD VENDOR APPLICATION

Cost is \$100 per space

Business Name: _____

Contact Name: _____ **Phone:** _____

Email: _____ **Website:** _____

Facebook Link: _____

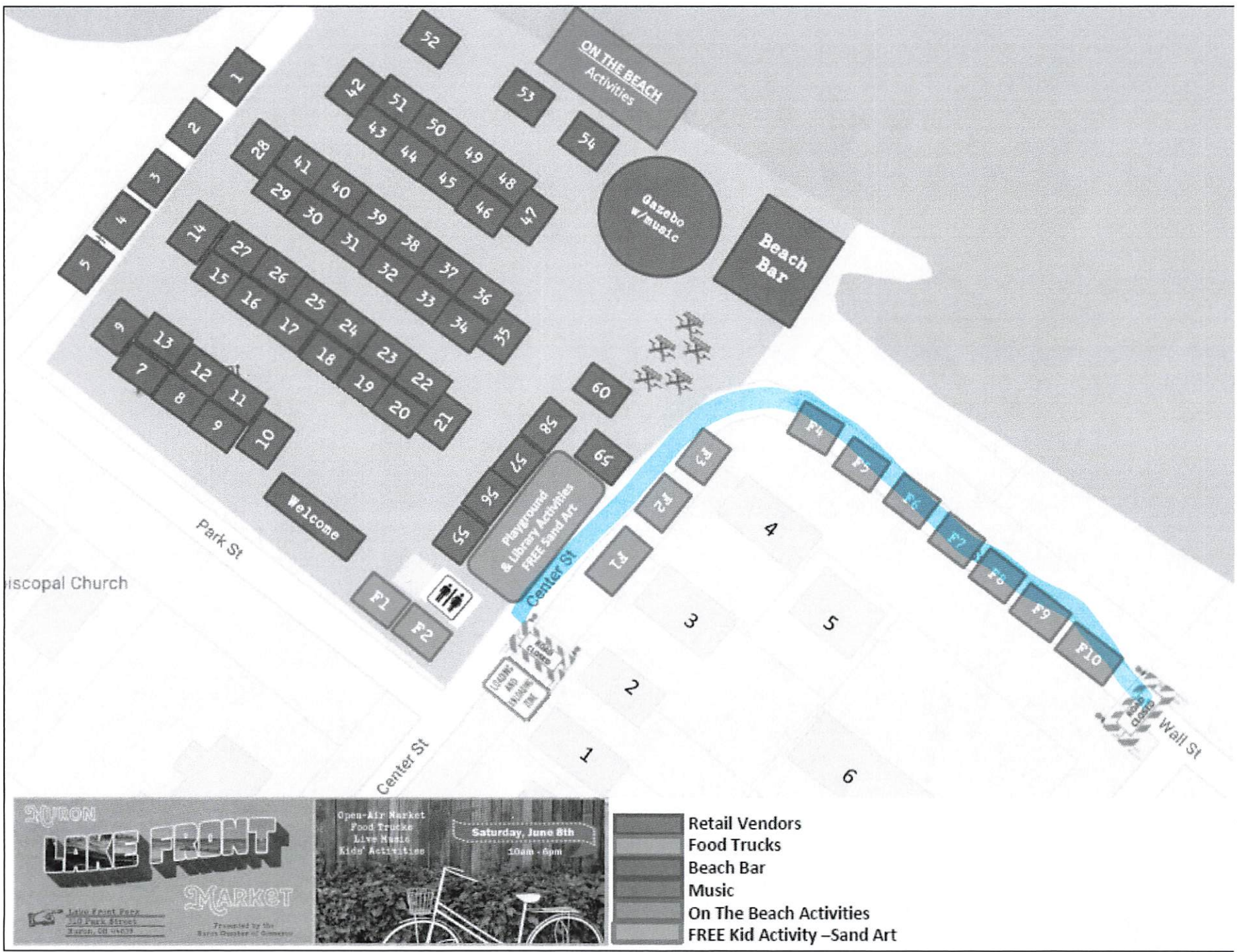
Please give a general idea of Menu Items: _____

Amount of space required: _____

Spaces are limited and given on a first-come basis.

Please submit applications and direct all questions to Huron Chamber of Commerce at LakeFrontMarket@Huron.net or 202 Cleveland Rd W., Huron, Ohio 44839 or (419)433-5700.

EXHIBIT B: ROAD CLOSURE LAYOUT



LAKE FRONT MARKET

Lakefront Park
210 Park Street
Durham, NH 03824

Sponsored by the
Durham Chamber of Commerce

Open-Air Market
Food Trucks
Live Music
Kids' Activities

Saturday, June 8th
10am - 6pm

- Retail Vendors
- Food Trucks
- Beach Bar
- Music
- On The Beach Activities
- FREE Kid Activity - Sand Art

EXHIBIT C: FESTIVAL REGULATIONS

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

Festival Regulations

- Electrically powered rides / or tents with electrical service must have at least one (1) properly serviced & tagged extinguisher with a rating of 2-A:10:BC.
- Carnival games must have an properly serviced & tagged extinguisher placed within 50' of each booth with a rating of 2-A:10:BC.
- All tents, booths, trailers or canopies to be **occupied** by members of the public (customers) **shall be** constructed of a fire resistant material and **shall be** labeled and maintained in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. **No open flame** device(s) **under** or **within twenty (20) feet** of these structures. This is in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. Tents (exceeding 900 sq. ft (30x30) and/or occupant load over (50) shall require prior written approval of the Fire Division. These tents **shall have** a minimum of (2) 2-A:10:BC extinguishers mounted to tent posts or on stands located in the structure.
- All rows of booths, tents, or other types of displays **shall** maintain a fire lane with a minimum width of eighteen (18) feet and a minimum height of twelve (12) feet
- All fire hydrants and fire department hose connections **shall be** kept clear. A minimum of ten (10) feet shall be kept clear around the hydrant or connection and a clear path shall be maintained from the street or fire lane.
- A layout diagram of any event involving Ten (10) or more vendors including booth name, contact information shall be provided to the Fire Division prior to inspection.

Kurt Schafer


Captain Kurt Schafer
Fire Prevention Officer
Huron Fire Division
413 Main St.
Huron, Ohio 44839
Ph. 419-433-3544
Fax.419-433-4318

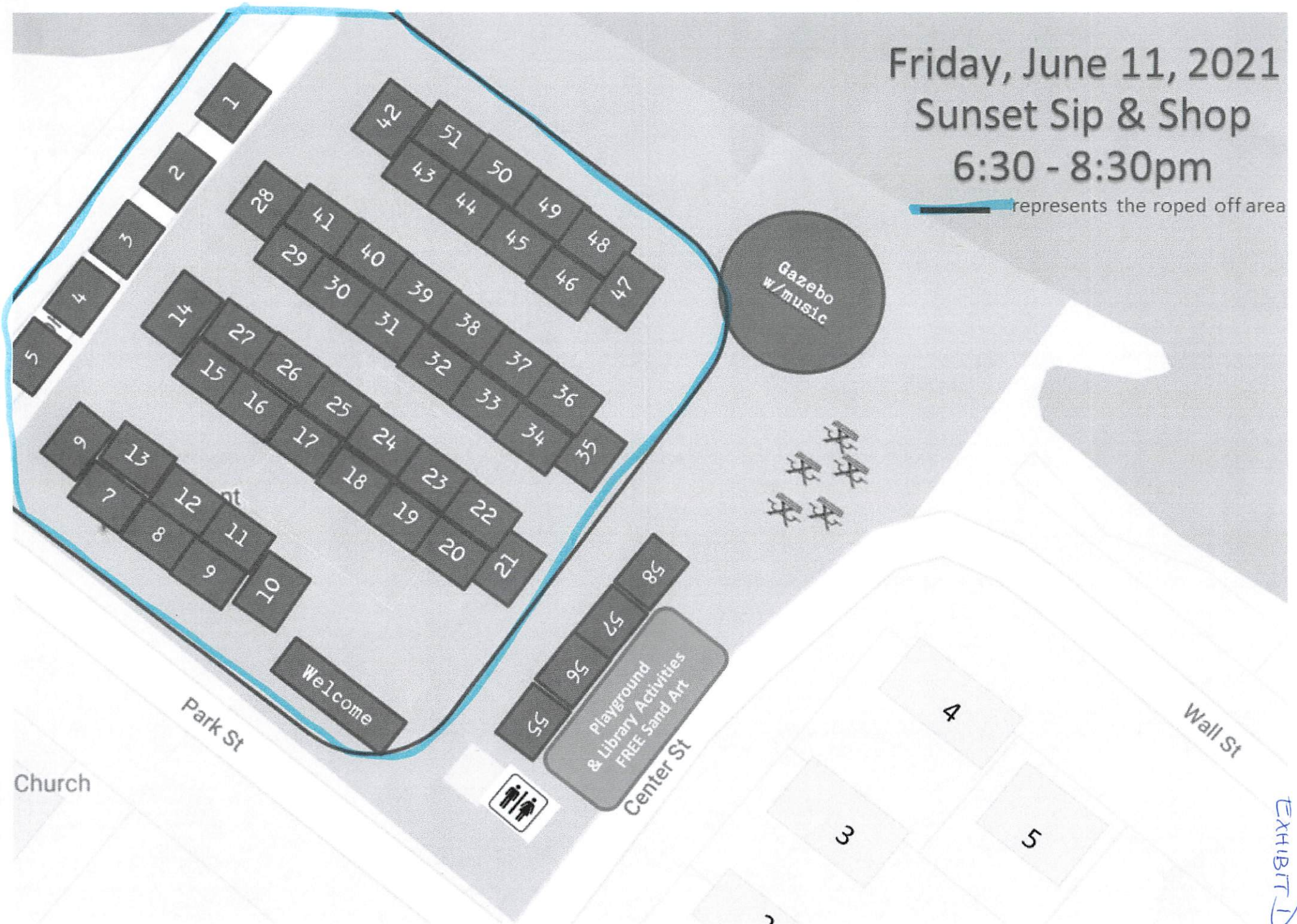
Dan Soisson

Lieutenant Dan Soisson
Fire Prevention Officer
Huron Fire Division
413 Main St.
Huron, Ohio 44839
Ph. 419-433-3544
Fax.419-433-4318

**EXHIBIT D: DESIGNATED AREA FOR SERVICE AND
CONSUMPTION OF ALCOHOLIC BEVERAGES**

Friday, June 11, 2021
Sunset Sip & Shop
6:30 - 8:30pm

 represents the roped off area



Open Market
Saturday, June 12, 2021
10:00am – 6:00pm


 represents the roped off area for liquor consumption



EXHIBIT E - LIABILITY INSURANCE



HURON-6

OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Crawford Insurance Group 507 Main St Huron, OH 44839 Christine Crawford	419-616-0019	CONTACT NAME: Christine Crawford PHONE (A/C, No, Ext): 419-616-0019 FAX (A/C, No): 419-616-0020 E-MAIL ADDRESS:
INSURED Huron Chamber of Commerce Amy Roldan P O Box 43 Huron, OH 44839		INSURER(S) AFFORDING COVERAGE INSURER A: Western Reserve Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PACK3401316591	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATE/UTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Huron Lakefront Market Community Event. Friday June 11, 2021 and Saturday June 12, 2021. Liquor Liability for single event Huron Lakefront Market

CERTIFICATE HOLDER

CANCELLATION

City of Huron 417 Main St Huron, OH 44839	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christine Crawford
--	---