

RESOLUTION NO. 78-2021

Introduced by Christine Crawford

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF A LICENSE AGREEMENT AUTHORIZING ATLAS HEAVY PROJECTS LLC TO USE THE CONAGRA SITE TO MOOR A VESSEL TO OFFLOAD, TEMPORARILY STORE AND MOVE GOODS FROM THE CITY PROPERTY TO RECIPIENTS IN THE GENERAL AREA.

WHEREAS, Atlas Heavy Projects LLC ("Licensee") has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods of one or more third parties from the City property to recipients in the general area; and

WHEREAS, the City desires to authorize Licensee to use the ConAgra site, as more fully described as the License Area in the License Agreement, to moor a vessel to offload, temporarily store and move goods from the City property to recipients in the general area.

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

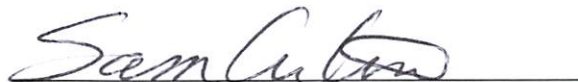
SECTION 1. That the Interim City Manager is authorized to execute a license agreement with Atlas Heavy Projects LLC according to terms substantially similar to the License Agreement attached hereto as "Exhibit A."

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 this 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.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council


Sam Artino, Mayor

ADOPTED: 09 NOV 2021

LICENSE AGREEMENT

This License Agreement ("Agreement"), made by between the CITY OF HURON, OHIO ("City"), and ATLAS HEAVY PROJECTS LLC, a Texas limited liability company ("Licensee") (with City and Licensee being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, Licensee has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods ("Goods") of one or more third parties from City property to recipients in the general area;

WHEREAS, the Goods will be temporarily held by Licensee on City property on an area depicted on Exhibit A (attached to an incorporated herein by reference)(the "License Area"), and, therefore, it is necessary for the City to grant a revocable license to Licensee to temporarily use the License Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the parties here to agree as follows:

1. The City hereby grants a license to Licensee to temporarily use the License Area as set forth and described on Exhibit A, for use from October 25, 2021 (the Effective Date") until November 8, 2021 (the "Deadline") for a flat, one-time lump-sum rental fee of \$3,500.00. The fee shall be paid to the City on or before November 22, 2021). In the event Licensee he has not removed the Goods from the License Area on or before the Deadline, Licensee shall be obligated to pay the City the sum of \$350.00 daily for each and every day that the Goods remain on the License Area. The License Area depicted on Exhibit A shall exclude any other City-owned property not referenced thereon.
2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this License on forty-eight (48) hours' notice in the event that the License Area becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee's breach of this Agreement.
3. Licensee will obtain, in advance of the mooring at Licensee's sole cost and expense, and provide proof of same to City as may be requested:
 - (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
 - (b) all necessary site preparation, stabilization, and staging protections to ensure the License Area is safe, suitable, and stable for use as a staging/temporary storage area for the Goods and necessary transportation equipment, which License Area maybe inspected by the City Engineer prior to delivery of the Goods to ensure compliance with this Agreement, and the City Engineer may require additional materials be added to some or all of the License Area to ensure a stable staging environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the Goods and transportation equipment;

- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 7, below.

4. Licensee will ensure all transportation equipment for the Goods utilize ingress and egress pathways as designated by the City.

5. Other than providing access to the License Area pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement. The City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Licensee's use of the License Area. Without waiving the requirements of Licenses to comply with its obligations hereunder, including but not limited to Section 2(b) hereof, items which shall be provided and billed when and where required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Licensee Area (i.e., gravel, stone, etc.);
- (b) The cost of City personnel to inspect and monitor the License Area from the Effective Date to the Deadline;
- (c) the cost of safety and health-related forces if utilized;
- (d) cost to repair, replace and/or remediate the License Area and adjacent and contiguous City property in the event of any damage or environmental contamination of same regardless of cause; and
- (e) and all other cost, fines, fees, penalties, and charges incurred by the City as a direct result of Licensee's use of the License Area and adjacent and contiguous City property and for Licensee's breach of its obligations in this Agreement.

6. The Licensee agrees, at its sole cost and expense, to have the entire License Area cleaned and restored to the condition it was in as of the Effective Date not late than seven (7) business days after the Deadline, including removal of all site preparation and site stabilization materials.

7. The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of actions arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Six Million Dollars (\$6,000,000.00) in the aggregate (including excess liability coverage); Owo Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or

before the Effective Date. Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the License Area.

8. Licensee shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before the Effective Date. But for the inclusion of this Section 8, City would not have entered into this Agreement.

9. Licensee shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to Licensee on or before the Effective Date.

10. Licensee shall refrain from using the parking lot at the Huron River Boat Access Ramp.


IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

By: 
Matthew Lasko, City Manager

Date: 10/25/21
Approved as to form:

ATLAS HEAVY PROJECTS LLC

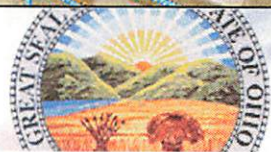
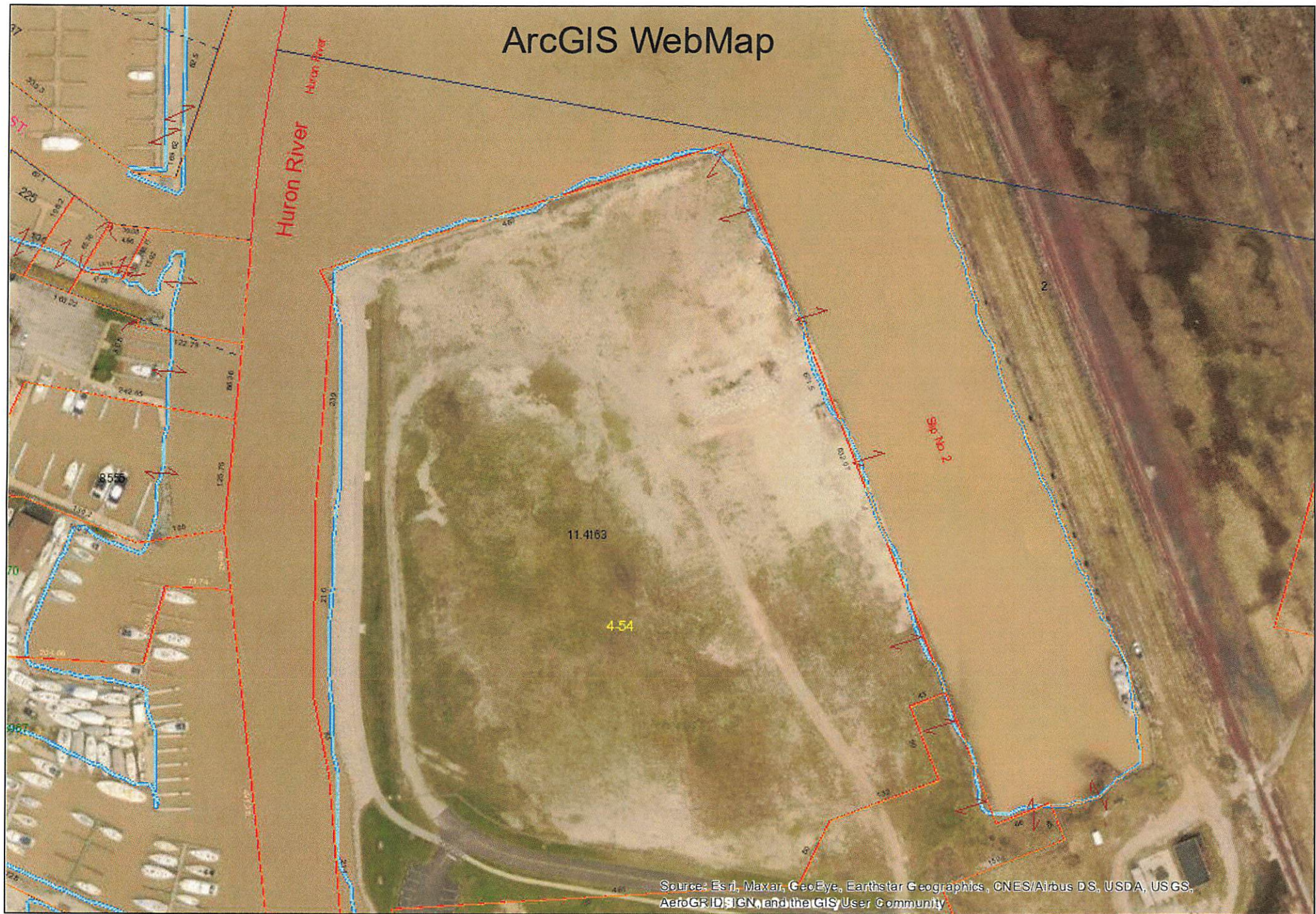
By: 
Printed Name: Deanna Nettles
Title: its Corporate Secretary

Date: 22 October 2021

Todd A. Schrader, Law Director, City of Huron

EXHIBIT A – DESCRIPTION/SCHEMATIC OF LICENSE AREA

ArcGIS WebMap



Richard H. Jeffrey
ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Date: 10/22/2021
1 inch = 188 feet

