

RESOLUTION NO. 29-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH HURON RIVER FEST, INC. TO HOLD ITS ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 8, 2022 THROUGH JULY 10, 2022.

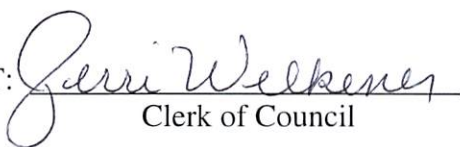
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

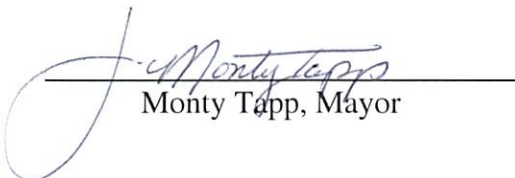
SECTION 1. The City Manager is authorized and directed to execute License Agreement for and on behalf of the City of Huron, Ohio with Huron River Fest, Inc. to use City property and/or services in conjunction with its Annual River Fest and River Fest 5K event on July 8th, 9th and 10th, 2022, said agreement 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 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. This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

22 MAR 2022

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the **CITY OF HURON, OHIO**, hereinafter called "City" and **HURON RIVER FEST, INC.**, hereinafter called "Licensee," is to EVIDENCE THAT:

WHEREAS, the Annual River Fest ("River Fest") is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a revocable license to use said property and;

WHEREAS the River Fest is scheduled to occur from July 8, 2022 through July 10, 2022;

WHEREAS, it is also necessary for the City to furnish additional services in order that said event may be held on City property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the City-owned property set forth and described on Exhibit A, for the site of the 2022 River Fest from July 8 through July 10, 2022 for a flat rental fee of \$1,500. Such site is depicted on Exhibit A shall expressly exclude any other City-owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

2. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.

3. The City shall also notify 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. As of the date hereof, the City does not intend to commence any improvement which may interfere with the River Fest area prior to the 2022 event.

4. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol, to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate(s) provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur that demand law enforcement support in addition to that noted in Exhibit C. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

5. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Licensee's name in order to have billing

for electricity and water used by vendors and Licensee.

6. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2022 and said amount shall be paid to City no later than September 12, 2022. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of city personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees;
- d. The cost of safety forces.

7. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City from June 27, 2022 through July 11, 2022 as set forth in the drawing showing types and locations of signs attached hereto as Exhibit F and incorporated herein by reference.

8. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin for no additional charge.

9. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 7, 2022 to 8:00 a.m. Monday, July 11, 2022. (Exhibit E)

10. The City approves the sale of beer during the River Fest as follows: Friday, July 8, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 9, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.

11. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 8:00 a.m. on July 11, 2022 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 8:00 a.m. on July 11, 2022. This provision may be modified due to weather conditions.

12. The Licensee shall defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages (including damage to areas in which new trees, plants, shrubs and lawn have been planted), demands, expenses, fees, fines, judgments, losses, penalties or suits, arising directly or indirectly from Licensee's breach of this Agreement, from use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the River Fest and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for Bodily Injury and death; One Hundred Thousand Dollars (\$100,000.00) for

Property Damage, which policies shall name the City as an insured by endorsement and loss payee and copies of which shall be attached a copy as Exhibit B and provided to the City at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$50,000.00.00) for Property Damage, which policies shall name the City as an additional insured by endorsement and loss payee, copies of which shall be attached as Exhibit B to be provided to the City at least 30 days prior to the date of the River Fest. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

13. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

14. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

15. Licensee further agrees as follows:

- a. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 8, 2022 - 5:00 p.m. to 11:00 p.m.; Saturday, July 9, 2022 - 11:00 a.m. to 11:00 p.m.; and Sunday, July 10, 2022 11:00 a.m. to 6:00 p.m.;**
- b. All vendors shall secure 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 insured and shall be provided to Licensee prior to opening;
- c. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;
- d. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
- e. Event Grounds shall shut down by 11:30 p.m.;
- f. Food sales shall cease by 11:00 p.m.;
- g. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;
- h. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
- i. Licensee agrees to limit beer sales to two booths within each fenced area;
- j. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- k. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
- l. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.

16. This agreement contains the entire agreement between the City and Licensee and supersedes any oral or prior written understandings, representations or agreements between the City and Licensee.

17. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.

18. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the dates referenced below.

CITY OF HURON, OHIO



Matt Lasko, City Manager

Date: 3/23/2022

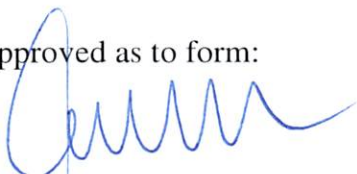
HURON RIVER FEST INC.



William D. Bitterman, Chairperson

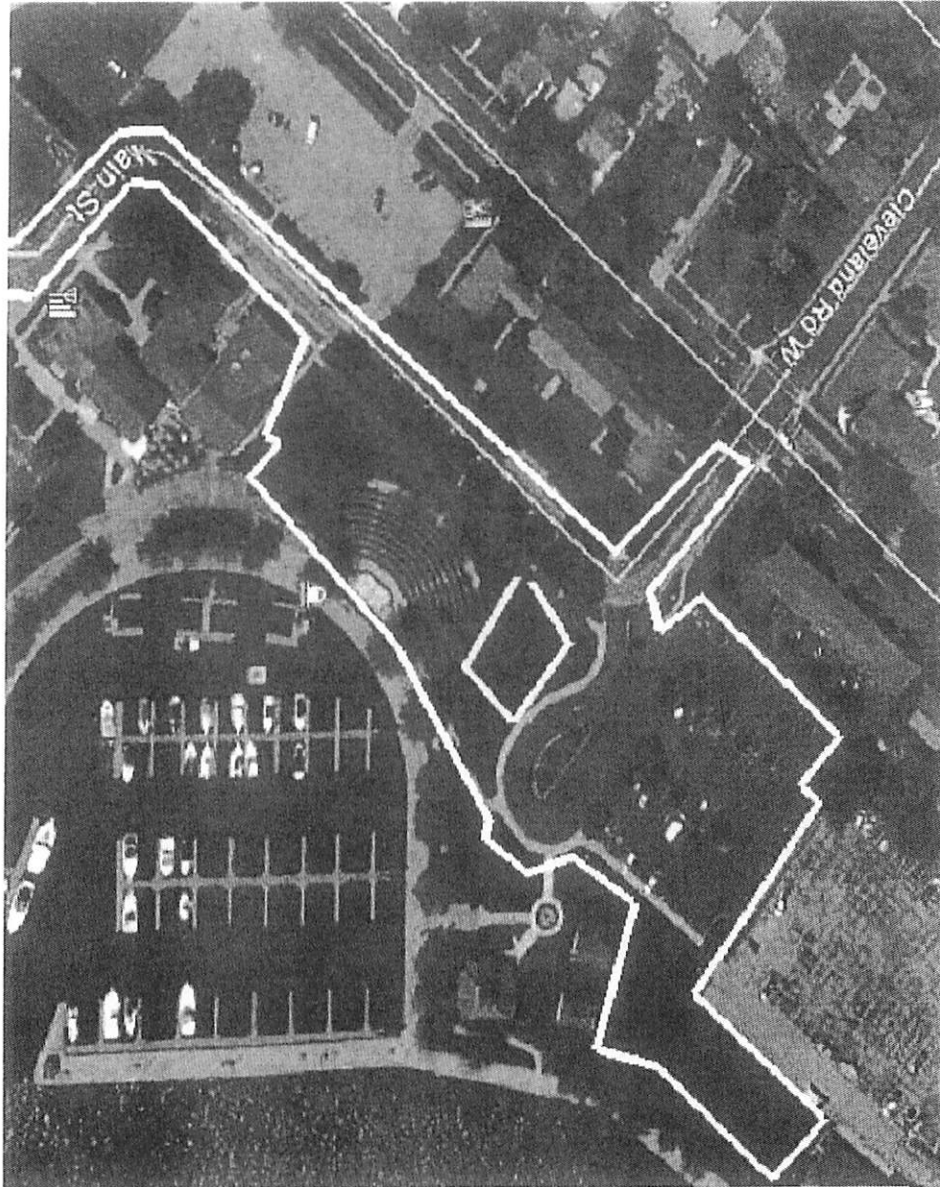
Date: 3/24/2022

Approved as to form:



Todd A. Schrader, Law Director

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



Beer Tent

EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

2022 HURON RIVERFEST

FRIDAY JULY 8:

Parking Detail:

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds:

2000 – 0000: (6) officers

SATURDAY JULY 9:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

2000 – 0000: (6) officers

SUNDAY JULY 10:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

TOTALS:

POTENTIAL FULL TIME HOURS (Festival paid) = 56

Average full-time overtime rate = \$63.33

Total potential cost:

(Assuming all positions are filled by full time officers) = \$3,546.48

EXHIBIT D - LIQUOR PERMIT

EXHIBIT E – MAP OF STREET CLOSURE

EXHIBIT F – DRAWING OF SIGNAGE

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