RESOLUTION NO. 43-2022
Introduced by William Biddlecombe

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 10, 2022 AND SATURDAY, JUNE 11, 2022.

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 10, 2022 and Saturday, June 11, 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 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.RC. §121.22 of the Revised Code.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: 12 APR 2022

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 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 "Lake Front 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 10, 2022 at 2:00pm through June 11, 2022 at 9:00pm.

2. Unless revoked prior to same, this License is valid from June 10, at 2:00pm through June 11, 2022 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, 2022. 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, 2022, 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 11, 2022 and removed on June 12, 2022.

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:_____

CITY OF HURON, OHIO

_____
Matthew Lasko, City Manager

Date: 4/13/2022

Approved as to Form:

_____
Todd A. Schrader
Law Director

EXHIBIT A: EVENT SITE PLAN

ROAD CLOSED

Road closures at Wall Street/Williams Street, Center Street/Park Street and Ohio Street/Park Street.

EXHIBIT B: ROAD CLOSURE LAYOUT

ROAD CLOSED

Road closures at Wall Street/Williams Street, Center Street/Park Street and Ohio Street/Park Street.

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 sited 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

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 sited 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.

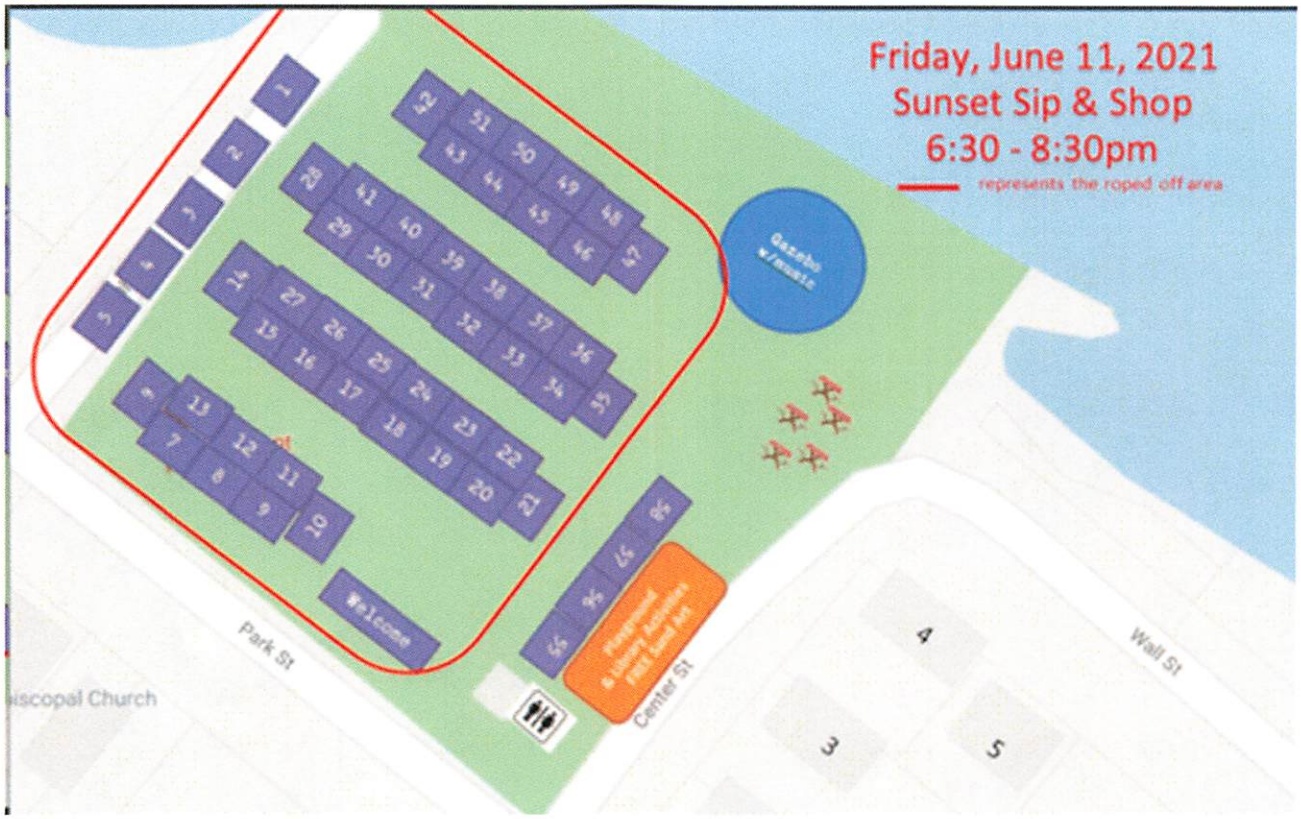
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.

- 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.

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



SATURDAY, JUNE 12, 2022

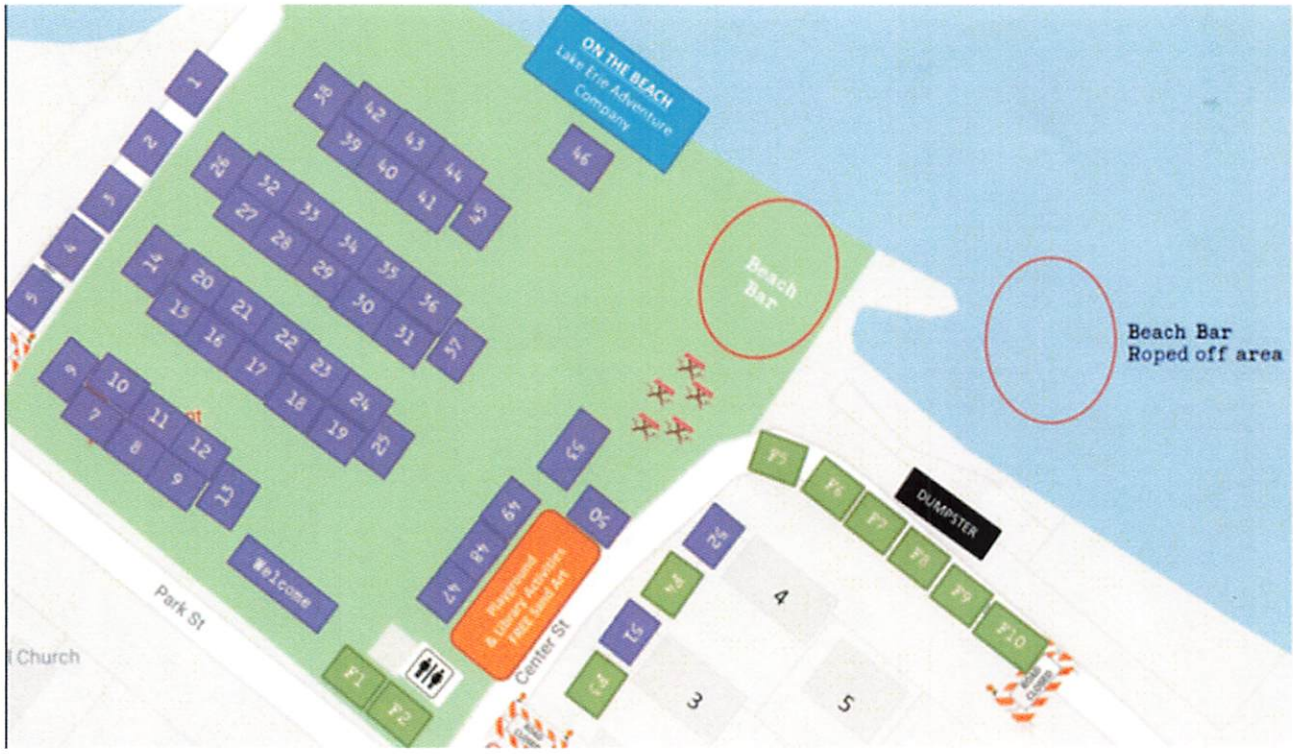


EXHIBIT E - LIABILITY INSURANCE

HURON CHAMBER of COMMERCE

February 19, 2022

Dear Huron City Council,

This letter serves as a request for use of Lake Front Park for the Lake Front Market on June 10, 2022 from 5:00-9:00pm for a private event limited to 300 people, and on June 11, 2022 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 approximately 80 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.

The road closure that we have requested (map included) 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. 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.

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 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.

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

LinkedIn LIKE US ON facebook Instagram twitter

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.

We would also like permission to place the Lake Front Market sign in the eastern end of the median where it intersects with Center Street, from May 9 – June 12, 2022. The sign will meet size requirements and will not impede views for drivers approaching the intersection.

In addition to previous years, we would like to pay the city the $500 fee this year and will work with the Police Department to pay for overnight security.

Attachments:
Road Closure Map
Vendor Application
Food Vendor Application

We feel our first three years, were a huge success and hope the city agrees and supports us in our 2022 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

LinkedIn LIKE US ON facebook Instagram twitter

Huron Lake Front Market

Presented by the Huron Chamber of Commerce

Friday, June 10, 2022
Sunset Sip & Shop
6:30 – 8:30pm

Saturday, June 11, 2022
Market Day
9:00am – 5:00pm

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 March 30, 2022:
LakeFrontMarket@Huron.net or Huron Chamber, 202 Cleveland W, Huron, Ohio 44839
All applicants will be notified no later than April 30, 2022 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: _____

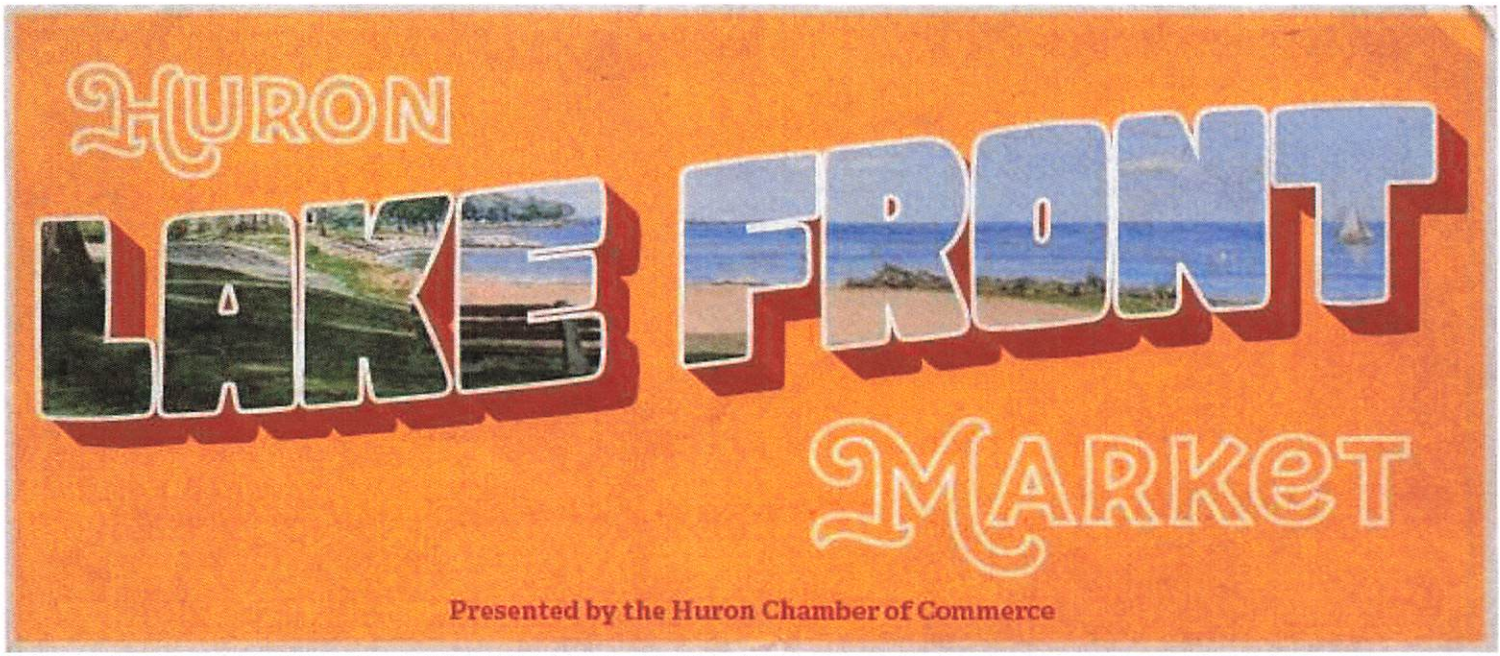
Please mark the box of the category that best describes your product:

- ☐ Vintage/Antique/Repurposed
- ☐ Farm Stand/Produce
- ☐ Kids/Baby
- ☐ Home Décor
- ☐ Artsy/Handmade
- ☐ Candles
- ☐ Accessories/Jewelry
- ☐ Apparel
- ☐ 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.



Saturday, June 11, 2022
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 $125 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.

Road closures at Wall Street/Williams Street, Center Street/Park Street and Ohio Street/Park Street.