

RESOLUTION NO. 25-2023

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 9th, 2023 and SATURDAY, JUNE 10th, 2023


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

SECTION 1: That 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 9th, 2023 and Saturday, June 10th, 2023, 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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

28 MAR 2023

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 9, 2023 at 2:00pm through June 10, 2023 at 9:00pm.
2. Unless revoked prior to same, this License is valid from June 9, at 2:00pm through June 10, 2023 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, 2023. 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, 2023, 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 8, 2023 and removed on June 12, 2023.
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 9, 2023 from 5:00pm to 9:00pm, and on June 10, 2023 from 10:00am to 8:00pm, 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, 2023, 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


Cydney Salmons, Executive Director

Date: 4/26/23

CITY OF HURON, OHIO


Matthew Lasko, City Manager

Date: March 30, 2023

Approved as to Form:



Todd A. Schrader
Law Director

EXHIBIT A: EVENT SITE PLAN



EXHIBIT B: ROAD CLOSURE LAYOUT



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.

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

Friday Night Sip & Shop

6:30-8:30



Red Line indicates roped off area



EXHIBIT E - LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2023

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 Crawford Insurance Group, LLC 507 Main St. Huron, OH 44839	CONTACT NAME: Christine Crawford PHONE (A/C, No, Ext): (419)616-0019 E-MAIL ADDRESS: Christine@crawfordinsurellc.com FAX (A/C, No): (419)616-0020 INSURER(S) AFFORDING COVERAGE INSURER A: Western Reserve Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
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INSURED
Huron Chamber of Commerce
Cydney Salmons
202 Cleveland Rd W
Huron, OH 44839

COVERAGES **CERTIFICATE NUMBER:** 00000248-161565 **REVISION NUMBER:** 4

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PACK3411316591	11/01/2022	11/01/2023	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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PACK3411316591	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> 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 STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> Liquor Liability			PACK3411316591	11/01/2022	11/01/2023	1,000,000.00

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 9, 2023 and Saturday June 10, 2023. Liquor Liability for Single Event-Huron Lakefront Market

CERTIFICATE HOLDER

City of Huron
417 Main St
Huron, OH 44839

CANCELLATION

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

(CKC)