

**RESOLUTION NO. 39-2023**  
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 ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 24, 2023**

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

**SECTION 1:** The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 24, 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.

  
\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:   
\_\_\_\_\_  
Clerk of Council

ADOPTED: 09 MAY 2023

**LICENSE AGREEMENT**

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:.

**WHEREAS**, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

**WHEREAS** the Festival is scheduled to occur on June 24, 2023; and

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

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the Amphitheater at the Boat Basin on Saturday, June 24, 2023 during the hours of 4:00 p.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$500.00 total on the property described on Exhibit A and incorporated by reference.

2. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 10, 2022 and which shall be removed on June 26, 2023.

3. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 a.m. on Sunday, June 25, 2023. This provision may be modified due to weather conditions.

4. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.

5. The City shall have the option to terminate or modify this Agreement and related revocable license in the event the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination 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 the meeting.

6. The City shall also 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.

7. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses,

fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival 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, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, no later than June 1, 2022, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

8. Licensee further agrees as follows:

- a. Event activity shall be scheduled within the hours: Friday: June 24, 2023, 4:00 p.m. to 11:00 p.m.
- b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in Exhibit C.
- c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
- d. Event grounds shall shut down by 11:00 p.m.
- e. Food sales shall cease by 10:30 p.m.
- f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
- g. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- h. 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.
- i. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
- j. 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 and all rules and regulations of other state or local agencies applicable to these events.

k. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.


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

12. The City approves the sale of beer and wine during the Festival as follows: Saturday, June 24, 2023 from 4:00pm to 11:00pm. All sales of beer and wine shall be confined to the designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine 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 E.

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

CITY: CITY OF HURON, OHIO

LICENSEE: HURON ROTARY CLUB

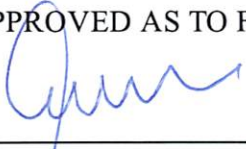
  
\_\_\_\_\_  
Matt Lasko, City Manager

  
\_\_\_\_\_, President

Date: May 11, 2023

Date: 05/19/23

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Todd A. Schrader, Law Director





**EXHIBIT B**  
**LIABILITY INSURANCE POLICY**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2023

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sulita		
	<b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY	<b>FAX (A/C, No):</b> 630-285-4062	
	<b>E-MAIL ADDRESS:</b> rotary@ajg.com		
<b>INSURED</b>  All Active US Rotary Clubs & Districts Huron Rotary Club #348  ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Westchester Surplus Lines Insurance Company		10172
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**      **CERTIFICATE NUMBER:** 899307648      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			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 <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> Huron Parks and Recreation 330 N. Main St. Huron, OH 44839 Huron Rotary Club #348 Huron Rotary Festival, June 24, 2023	<b>CANCELLATION</b>  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 <i>Cynthia L. Santantonio</i>
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**2023****HURON PARKS & RECREATION****AMPHITHEATER EVENT Reservation Form**

*This form is for the AMP. EVENT reservations ONLY - to reserve the HBB SHELTERS - please use the BOAT BASIN SHELTER form.*

*To reserve the MARINA BUILDING - please use the MARINA BUILDING form.*

*For more info about HBB property reservations - e: boatbasin@huronohio.us or p: 419/433-8484*

**RENTAL DATE REQUESTED** June 24, 2023**Name of Group:** Huron Rotary Club**Today's Date:** April 4, 2023**Name of Applicant:** Alyssa Franklin, Treasurer**Address:** PO Box 384 **City:** Huron **State:** OH **Zip:** 44839**Email Address:** huronrotarytreas@gmail.com **Phone:** 419-239-7018**Purpose of Event:** Fundraise for charitable org for scholarships and community projects**Start time:** 12pm **Ending time:** 10 pm

(Include set-up and clean-up times)

**Alcohol Requested:** ☒ **YES\*** / **NO****Sale of Alcohol Requested:** ☒ **YES\*** / **NO (pending approval)**

The Parks & Recreation Department reserves the right to deny any event at any time.

\* **Proof of Insurance will be required for any event larger than a "Private Party". Events with alcohol will require \$1,000,000 insurance.**

*"I hereby acknowledge the conditions attached to this document for the rental and accept full responsibility for compliance."*

Alyssa Franklin  
**Signature:**

(Signature acknowledges and agrees to Reservation Rules and Refund Policy.)

4/4/2023**Date:****DATE OF EVENT:** June 24, 2023

Check below to describe event

☐**PRIVATE PARTY**

**Less than 3 hours**  
**Resident: \$50 / Non-Resident: \$75**

☐**SMALL EVENT / CONCERT**

**Less than 3 hours**  
**Resident: \$250 / Non-Resident: \$300**

☒**MID-SIZE EVENT**

**Greater than 3 hours - Less than 1 day**  
**Resident: \$500 / Non-Resident: \$600**

☐**LARGE EVENT**

**2 Day Event**  
**Resident: \$1,000 / Non-Resident: \$1,200**

☐**WEEKEND EVENT**

**3 Day Event**  
**Resident: \$1,500 / Non-Resident: \$1,800**

**Mail AMP EVENT Reservation Form and Payment to: HURON PARKS & RECREATION | 417 Main Street | Huron, Ohio 44839**

**Or Drop-off Form at the Boat Basin Building, 330 N. Main Street, Huron | Questions? call: 419/433-4848 | email: boatbasin@huronohio.us**

Huron Parks & Recreation use:

\_\_\_\_\_ Res. \_\_\_\_\_ Non-Res. \_\_\_\_\_ Payment \_\_\_\_\_ Approved



**EXHIBIT C**  
**SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS**

## **EXHIBIT D**

### **FESTIVAL REGULATIONS- OHIO FIRE CODE**

#### **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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