

RESOLUTION NO. 80-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY WITH THE UNITED STATES COAST GUARD FOR USE OF A SUB-MARINE ELECTRICAL CABLE AND ELECTRICAL SWITCHGEAR TO POWER THE HURON HARBOR LIGHTHOUSE FLOODLIGHTS THROUGH MARCH 30, 2029.

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

SECTION 1: That the Huron City Council authorizes the City Manager to execute the attached written Revocable License for Non-Federal use of Federal Real Property identified as Exhibit "A" on behalf of the City of Huron for the lease of a certain sub-marine electrical cable and related electrical switchgear to power the Huron Harbor Lighthouse floodlights through March 30, 2029.

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

ADOPTED:

12 NOV 2025


Mark Claus, Vice-Mayor

U.S. DEPARTMENT OF HOMELAND SECURITY - U.S. COAST GUARD Form SILC-1100 (05/2021)	REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY	LICENSE NUMBER: HSCG83-25-6-0011
Pursuant to 14 U.S.C. § 504(a)(14), the United States of America, acting by and through the Commandant of the U.S. Coast Guard, grants to the Licensee named herein a non-exclusive and revocable license, at will, affecting the property described and for the purpose designated below, subject to all of the general conditions and special conditions as set forth herein.		
1. COAST GUARD ACTIVITY (Property location) Huron Harbor Light	2. LICENSE EFFECTIVE TERM (Inclusive) FROM: 4/1/25 TO: 3/31/29	
3. DESCRIPTION OF PROPERTY AFFECTED [the "Premises"] As shown on Exhibit A , attached hereto and made a part hereof. <small>Huron Harbor Light. The Coast Guard solarized the light several years ago and no longer requires commercial power. The cable has been de-energized and the meter turned off. The cable and transformers are still in place and successfully tested last year. The City will re-energize the cable and have the meter billed to the City's account. The City used similar lighting in past years and there was no interference with the aid to navigation. The RPUID for the lighthouse is 823978. The RPUID for the electrical cable is 853052.</small>		
4. PURPOSE OF LICENSE (Specific use) License to the City of Huron for the use of a sub-marine electrical cable that previously provided direct commercial power to the Huron Harbor Lighthouse. The City of Huron will use the cable to power floodlights to illuminate the lighthouse. City of Huron will also utilize electrical switchgear located within the Huron Harbor Lighthouse.		
5. CONSIDERATION (Check here if applicable) <input type="checkbox"/> The Licensee shall pay a fee of \$ _____ per _____, payable in advance, which is based on Fair Market Value for the use of the Premises. Payments shall reference the License No. above and be sent to: Bank of America, Lockbox 530249 (ART/OTHERS), 1075 Loop Rd., Atlanta, GA 30337-6002.		
6. LICENSOR U.S. Department of Homeland Security U.S. Coast Guard Civil Engineering Unit Cleveland - 1240 E 9th St, Cleveland, OH 44199	NAME AND OFFICIAL TITLE (Type) Kevin Werthmuller Real Estate Contracting Officer DATE	SIGNATURE
PRIMARY POINT OF CONTACT BMC Ted Connelly - OIC ANT Detroit	TELEPHONE (603) 770-1831	EMAIL ted.c.connelly2@uscg.mil
7. LICENSEE** (Give Full Name and Address) City of Huron City Manager 417 Main Street Huron, OH 44839	NAME AND OFFICIAL TITLE (Type) Stuart Hamilton City Manager DATE	SIGNATURE 
PRIMARY POINT OF CONTACT Stuart Hamilton	TELEPHONE 419-433-5000 x 1104	EMAIL stuart.hamilton@huronohio.us
<small>**If Licensee is other than an individual: I certify that I am an officer or managing member of the entity named herein as Licensee and that the person who accepted this License was duly authorized by the Licensee's governing body to accept this License on behalf of the Licensee.</small>		

SPECIAL AND GENERAL CONDITIONS

8. SPECIAL CONDITIONS. By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

As shown on Exhibit , attached hereto and made part hereof. ☐ No Special Conditions.

1. The Licensee may traverse surrounding Coast Guard property to access the Premises only as directed by the Licensor POC.
2. The activities of this event and its participants must not interfere with Coast Guard operations or impede Coast Guard missions

9. GENERAL CONDITIONS. By the acceptance of this license, the licensee agrees to abide and be bound by the following:

a) **COMPLIANCE WITH LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee, its agents, employees, guests, or invitees, shall, at no cost to the Licensor, comply with all applicable federal, state, tribal, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, security, and accessibility of the Premises. The Licensor may inspect the premises as needed to confirm Licensee's compliance. In particular:

- (1) The Licensee shall comply and ensure its agents, employees, guests, or invitees comply with 41 C.F.R. 102-74 Subpart C "Conduct on Federal Property".
- (2) Licensee is responsible for obtaining any necessary licenses, permits and other permissions, including without limitation for fire and life safety requirements, to engage in its activities. Licensor is not responsible for obtaining such licenses, permits and other permissions for Licensee or for allowing Licensee to use Licensor's licenses, permits and other permissions for Licensee's activities.
- (3) The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the grounds of age, sex, handicap, religion, race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 and all other applicable regulations. The Licensee will obtain from each person or firm, who through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Licensee by law and will furnish a copy of such agreement to the Licensor.
- (4) In its access and use of the Premises, Licensee shall comply with all applicable environmental requirements including requirements concerning regulating the quality of the environment and the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (5) In its access and use of the Premises, Licensee shall comply with all applicable laws regarding occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises, including those hazardous wastes and hazardous substances generated by the Licensee, is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Solid Waste Disposal Act, the Clean Air Act, and Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (6) The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the premises and activities incident to such use. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental cleanup cost and any claims for damage done to any natural resources, resulting from the Licensee's use of the premises and activities incident to such use. The Licensee shall indemnify the Licensor and hold it harmless from any claims for environmental cleanup or natural resource damage that may be made against the Licensor resulting from the Licensee's use of the premises and activities incident to such use. Except as agreed upon by the Licensor and the Licensee or reasonably demonstrated by appropriate investigation and analysis, all contamination, degradation or other damage to the environment or natural resources at the premises will be presumed to be the responsibility of the Licensee, including any contamination, degradation or other damage existing at the time this License becomes effective. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (7) In its access and use of the Premises, Licensee shall not remove or disturb, or cause or License to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event Licensee discovers such items on the Premises, Licensee shall cease its activities at the site and immediately notify the Installation Commander and protect the site and the material from further disturbance until the Installation Commander gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (8) If the term of this License is greater than one (1) year, the Licensee shall provide reports to the Licensor, on an annual basis on the anniversary date of the commencement of this License, demonstrating that Licensee is in compliance with all statutory and regulatory requirements such as: the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq.; Federal Water Pollution Control Act (aka the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Solid Waste Disposal Act, as amended (aka Resource Conservation and Recovery Act), 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Coastal Zone Management Act, 16 U.S.C. §§ 1445 et seq.; the Federal Insecticide Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the

GENERAL CONDITIONS CONTINUED

National Historic Preservation Act, 16 U.S.C. §§ 470 et seq.; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641 et seq. Such reports shall include copies of Licenses, consultation records and other appropriate documentation. In addition, upon request by the Licensor, the Licensee shall provide the Licensor with copies of any documentation or other records reasonably necessary to ensure compliance with the Licensee's obligations under this License. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.

(b) **CONDITION OF PREMISES.** Licensee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as Licensor may determine, the Licensee shall execute a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Licensee, which shall be used to indicate the condition of the Premises prior to the activities of the Licensee in comparison with the condition of the Premises subsequent to the activities of Licensee to ensure Licensee returns the Premises to the condition required by this License.

(c) **RESTORATION OF PREMISES.** On or before the date of expiration of this License or within 30 days after its abandonment by the Licensee or termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Licensee. The obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor.

(d) **PREMISES SUBJECT TO LICENSOR CONTROL.** The Licensee's use of the Premises shall be subject to the control of and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the U.S. Coast Guard, or by any designated military commander or other official responsible for the Premises (the "Installation Commander"). Violation of any such regulations, orders, or conditions may result in the termination of this License. The Licensee's rights shall be subject to such rules and regulation as may be promulgated by the Licensor to ensure that the exercise of such rights shall not unreasonably interfere with the Licensor's activities or security on Licensor's Property.

(e) **OTHER GRANTS OF ACCESS.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor reserves the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

(f) **PROTECTION OF PREMISES.** In the exercise of the privileges pursuant to this License, Licensee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental damage or contamination, or other causes related to Licensee's activities. If this License gives possession of United States property, the Licensee shall at all times keep the Premises in a sanitary condition satisfactory to Licensor.

(g) **DAMAGE.** Licensee shall not destroy, displace or damage United States property in the exercise of the privilege granted by this License without the prior written consent of the Licensor and the express agreement of the Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the Licensor upon demand. Any interference with the use of or damage or destruction to property under control of the Licensor, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of Licensor. If Licensee fails to promptly correct such damage or destruction within a reasonable time after being notified to do so by Licensor, the Licensor may correct such damage or destruction and Licensee shall be liable for the costs of such correction.

(h) **ALTERATIONS TO PREMISES.** The Licensee shall not make any substantive alterations, additions, improvements, construction or destruction to, upon, over or under the Premises of any kind or character, except such as are specifically authorized herein.

(i) **LICENSOR PROPERTY.** Any United States property which must be removed by the Licensee in the exercise of the privilege granted by this License shall be stored, relocated or removed from the site, and returned to its original location upon termination of this License, at the sole cost and expense of the Licensee, only as approved and directed in writing by the Licensor.

(j) **LICENSEE PROPERTY.** Any property of the Licensee installed or located on the property affected by the Licensee shall be removed upon thirty (30) days written notice from Licensor.

(k) **OPERATION.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of United States business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

(l) **INTERFERENCE.** In the exercise of the rights granted by this License, the Licensee shall not in any way interfere with: operation and equipment under the control of the Licensor; navigational aids or equipment; or equipment or other property authorized, installed, and operated in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. The Licensee shall at no time permit or allow: any interference with the Licensor's operations or access rights; or access to any Licensor equipment or facilities, including but not limited to aids to navigation or radio beacons.

(m) **CONTROLLED SUBSTANCES AND ALCOHOLIC BEVERAGES.** Licensee shall not permit or allow any controlled substances or any alcoholic beverages to be brought onto, possessed, used, solicited, transferred, or sold on the installation, except for evidence seized during performance of official law enforcement duties.

(n) **SOLICITATIONS.** Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not engage in any activities while on the Premises that may reasonably be construed as the solicitation of funds for private or commercial interests, including fund raising for nonprofit organization or causes.

(o) **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the Licensee. The Licensee's use and occupancy of the premises shall be without cost or expense to the Licensor.

(p) **INSURANCE.** At all times this License shall be in effect, the Licensee, at no expense to the Licensor, shall carry and maintain, and require its contractors, if any, of any tier performing work on the Premises to carry and maintain, the following insurances, which shall name the Licensor as an additional insured:

GENERAL CONDITIONS CONTINUED

(1) Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

(2) If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this License shall be affected under valid and enforceable policies, in such forms and amounts as may be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person; provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof; provided that the insurer shall have no right of subrogation against Licensor; and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License.

Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance evidencing the insurance required by this License.

(q) **LIABILITY AND INDEMNIFICATION.** Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses, and taxes. Liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act. The Licensee shall save, hold, indemnify and keep harmless the United States, its agents, and employees from and against any and all payments, expenses, costs, attorney's fees, and from and against any and all claims and liability for losses or damage to property or injuries to persons or death, directly or indirectly due to the exercise by the Licensee, its agents, employees, guests, or invitees, of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of this License.

(r) **TRANSFER, ASSIGNMENT, LEASING OR DISPOSAL.** Licensee shall not transfer, permit, license, assign, lease, or dispose of in any way (including, but not limited to, sale, merger, consolidation, receivership, or other means) this License or any interest therein or the Premises or any portion thereof, or otherwise create any interest therein.

(s) **LIENS AND MORTGAGES.** Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

(t) **GUARANTEE DEPOSIT / BOND.** Any deposit which may be required to guarantee compliance with the terms and conditions of this License shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor. Any bond required by this License shall be in the amount designated above, executed in manner and form and with sureties satisfactory to Licensor.

(u) **AVAILABILITY OF FUNDS.** The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

(v) **VARIATIONS AND MODIFICATIONS.** The Licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe in writing. The Licensee shall not vary or depart from the terms of this License without prior written consent of Licensor. This License may only be modified or amended in writing, which shall be duly executed by the authorized representatives of the parties.

(w) **TERMINATION.** This License may be terminated at will and in the Licensor's sole discretion and such termination shall not create any liability on the part of Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor.

(x) **ENTIRE AGREEMENT.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

(y) **SECTION AND PARAGRAPH HEADINGS.** The headings containing in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way conflict with the construction or interpretation of the rest of the text and meaning of the License.

(z) **CONFLICT BETWEEN GENERAL AND SPECIAL CONDITION(S).** If any special condition(s) conflict with any general condition(s), then the general condition(s) shall be null and void to the minimum extent necessary to give effect to the special condition(s).

(aa) No advertisements, commercial, political or otherwise, will be placed by Licensee or allowed on the Licensor's property.

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