

RESOLUTION NO. 2019-50

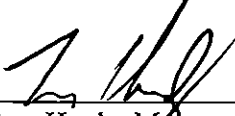
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE LICENSE AGREEMENT, ON BEHALF OF THE CITY OF HURON, OHIO, WITH DEMEX CONSTRUCTION SERVICES, LLC FOR THE USE OF REAL PROPERTY OWNED BY THE CITY OF HURON

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


**SECTION 1.** The City Manager be, and he hereby is, authorized and directed to execute a Cooperative License Agreement for and on behalf of the City of Huron, Ohio with Demex Construction Services, LLC, for the use of real property owned by the city for staging of equipment, storage of material and utilization of waterfront for barge access, 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.

  
\_\_\_\_\_  
Trey Hardy, Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

ADOPTED:

27 AUG 2019  
\_\_\_\_\_

**COOPERATIVE LICENSE AGREEMENT  
BETWEEN DEMEX CONSTRUCTION SERVICES, INC.  
AND THE CITY OF HURON, OHIO**

This Cooperative License Agreement is hereby entered into by and between the **CITY OF HURON** (hereinafter "City"), a charter municipality located in Erie County, Ohio, and **DEMEX CONSTRUCTION SERVICES, INC.** (hereinafter "Company"), an Ohio limited liability company, and shall be effective upon execution by both parties.

**WHEREAS**, it is the desire of the Company and the City to work cooperatively for the provision of the staging of equipment, storage of aggregate material and utilization of waterfront for barge access from real property owned by the City by the Company for an unrelated project..

**NOW THEREFORE**, in consideration of the mutual promises of the Company and the City, it is agreed as follows:

(1) The City agrees to provide the Company a temporary License to access the real property known as the ConAgra site, Erie County Permanent Parcel Number 42-61270001 (hereinafter "Project Site"), for the purpose of the staging of equipment and the storage of aggregate material in the form of armor stone and rip rap stone.

(2) The City further agrees to provide the Company a temporary License to approximately two acres of the Project Site along the northern face near the dock to allow for the loading and unloading of the aggregate material utilizing a barge, crane and/or loader.

(3) The Company shall not commit waste upon or to the detriment of the Project Site or use the Project Site for any purposes other than as provided in this License Agreement or in violation with the ordinances of the City.

(4) The City shall impose a fee, and Company agrees to pay a fee of Three Hundred Fifty Dollars (\$350.00) as a fee for said License.

(5) The Company understands and agrees that its rights under this License Agreement are not exclusive. Company further agrees and understands that Company shall not interfere with any contracted activity that the City may have occurring on the Project Site.

(6) The term of this temporary License Agreement shall be three (3) days, specifically October \_\_\_\_, \_\_\_\_, and \_\_\_\_, 2019. This License Agreement is subject to extension upon mutual written agreement of the parties.

(7) Company agrees to maintain liability and casualty insurance during the period of this License Agreement in the amount of \$1,000,000.00 per occasion/individual and \$5,000,000.00 in aggregate. The City shall not be liable and the Company shall indemnify the City of any and all claims arising from the Company's use of the City's land.

(8) The Parties agree that the terms and conditions set forth herein are severable and separate, and the unenforceability of any specific covenant or condition shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as a contract independent of any other provision.

(9) This Agreement represents the entire Agreement and understanding between the City and the Company with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied between the parties and with respect to the subject matter contained herein.

(10) The parties agree that the person signing this License Agreement on behalf of each party has authority to bind that party pursuant to law.

**INTENDING TO BE LEGALLY BOUND**, the parties have hereunto set their names, the City by the signature of the City Manager, and the Company, this \_\_\_\_ day of August, 2019.

**CITY OF HURON, OHIO**

**DEMEX CONSTRUCTION SERVICES,  
LLC**

\_\_\_\_\_  
Andrew D. White, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved to as to form:

\_\_\_\_\_  
Aimee W. Lane, Law Director  
City of Huron