

RESOLUTION NO. 2018-16


A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON YACHT CLUB, INC. FOR THE LEASE OF A DOCK FOR THE PERIOD OF MAY 1, 2018 THROUGH OCTOBER 15, 2018.

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 an agreement for and on behalf of the City of Huron, Ohio with the Huron Yacht Club, Inc., for the lease of a dock, 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.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: March 13, 2018

EXHIBIT A

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018 by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, [City] and **HURON YACHT CLUB, INC.**, an Ohio Corporation[Club].

WITNESSETH:

WHEREAS, Club has purchased and developed property located adjacent to property owned by City, and;

WHEREAS, because of said acquisition and development the Club is interested in leasing certain dock spaces from the City, and the City is willing to lease such spaces to the Club, and;

WHEREAS, it is the purpose and intent of this document to set forth the agreements which have been reached by the parties concerning the above referenced to matters and other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration of the mutual promises of the parties and other good and valuable consideration, the parties agree as follows:

1. The City hereby leases the dock on the riverside of the sewage pump-out dock to the Club commencing May 1, 2018 and ending on October 15, 2018 for a lease amount of Nine Hundred Dollars (\$900.00) payable in one installment of \$900.00 by May 1, 2018.
2. For the additional consideration of the lease of the dock, Club agrees to be responsible and to make all necessary repairs and perform all necessary maintenance on the exterior surfaces of the dock area herein leased including the boardwalk, for the period of the lease. In further consideration of this lease, Club agrees to indemnify and to hold City harmless from any and all claims arising or claimed to arise from the use of said dock area by the Club, its members, guests, invitees and unauthorized users for and during the term of this lease and to acquire and maintain

during the term of this lease liability insurance in the minimum amount of \$1,000,000 single limit coverage for property damage and personal injury naming City as an additional insured and to present to the City a Certificate of Insurance with a 30 day cancellation clause.

3. The Parties agree that from time to time, the Club shall desire to lease the dock area for the benefit of guest and/or members. In the event the Club shall sublease the dock area for a period in excess of ten (10) days, the City shall receive 35% of the total amount of dock rent from such sublease. At no time, however, during the term of this Agreement shall the Club sublease said dock space to a commercial entity. This fee to be due and payable by October 15, 2018. In addition, the Club shall provide the City a copy of any/all dockage sublease contracts.
4. Upon the termination of this lease, and in the event City is desirous of leasing the premises for an additional period, Club shall have the first right of refusal to lease said premises for an additional period upon the same terms and conditions as the City would be willing to accept from a third party lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to duplicates hereof on the day and year last aforesaid.

CITY OF HURON, OHIO

HURON YACHT CLUB, INC.

Andrew D. White, City Manager

Commodore

Print Name

Approved as to form:

Laura E. Alkire
Law Director, City of Huron

Vice Commodore

Print Name