

RESOLUTION NO. 2018-18

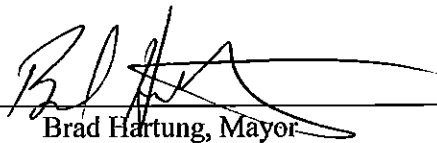
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, GRANTING A LICENSE FOR THE HURON BASEBALL AND SOFTBALL PROGRAM, INC. TO UTILIZE ANDREW L. FABENS MEMORIAL PARK BASEBALL FIELDS AND CONCESSION STAND.

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

**SECTION 1:** The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio to grant a license with the Huron Baseball and Softball Program Inc., for the use of Fabens Park baseball fields and concession stand from April 16, 2018 through July 27, 2018, 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.

**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

AGREEMENT

This Agreement is made between the City of Huron, Ohio, hereinafter called "City" and the Huron Baseball and Softball Program, hereinafter called "Licensee" for the purpose of holding a Baseball and Softball Program at Fabens Park from April 16, 2018 through July 27, 2018.

WHEREAS, the Huron Baseball Program is held on property owned by the City; and therefore, it is necessary for the City to grant Huron Baseball Program a license to use said property, and;

WHEREAS, it is 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 license to Licensee to use the City owned property known as "Fabens Park", including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from April 16, 2018 through July 27, 2018. The granted license shall be in accordance with Codified Ordinance §165.03.
- 2) COST.
  - a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#'s 1-7), in the amount of Eight Hundred and Seventy Five Dollars (\$875.00) shall be paid prior to commencing practice and playing on City's fields.
  - b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation fee, \$5.00 per participant, in accordance with Codified Ordinance §165.03.
  - c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8f below.
  - d. Licensee shall pay to the City a rental storage fee in Section 8g below.
  - e. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2018.
- 3) The City shall have the option to terminate or modify this Agreement and license 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 or not 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.

- 4) 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.
- 5) The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.
- 6) The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit D.
- 7) The Licensee agrees to indemnify and hold the City harmless from any and all claims, demands, or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. 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, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit A. 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.
- 8) Licensee further agrees as follows:

- a) Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.
- b) Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c) Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not limited to dragging the infield, marking the base lines and foul lines, setting the bases and the like.
- d) City agrees to appoint a liaison between the City of Huron and the Huron Baseball Program, Inc.
- e) Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The 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. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- f) As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Two Hundred Dollars (\$200.00) to the City for a portion of the cost of the health department permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee.

- g) Lease Agreement: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be \$400.00 payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 16, 2018. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.
  - h) At Licensee's request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
  - i) Licensee agrees to abide by all terms of this Agreement as regards the City of Huron's Contract with the City's contracted beverage supplier, a copy of which is herein attached and incorporated by reference as Exhibit C.
9. 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 sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LICENSEE

CITY OF HURON, OHIO

\_\_\_\_\_  
President, Huron Baseball Program

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

Approved as to Form:

\_\_\_\_\_  
Laura E. Alkire, Law Director

EXHIBIT A: INSURANCE RIDER

**EXHIBIT B: SCHEDULE OF EVENTS**



EXHIBIT C: PEPSI AMERICAS INC. CONTRACT WITH CITY OF HURON

EXHIBIT D: CITY SCHEDULED TOURNAMENTS