

**RESOLUTION NO. 2020-37**

Introduced by Joel Hagy

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT AUTHORIZING SMITH PAVING AND EXCAVATING, INC. TO USE PERMANENT PARCEL NUMBER 42-61270.001 TO STAGE EQUIPMENT AND MATERIALS FOR USE IN CONNECTION WITH THE US ROUTE 6 PAVING PROJECT NO. ERI-6-17.49**

**WHEREAS**, the City has engaged Smith Paving and Excavating, Inc. for the US Route 6 Paving Project (ERI-6-17.49); and

**WHEREAS**, the City desires to authorize Smith Paving and Excavating, Inc. to use Permanent Parcel Number 42-61270.001 to stage equipment and materials for use in connection with the U.S. Route 6 Paving Project.

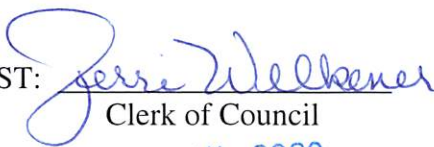
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the Interim City Manager is authorized to execute a license agreement with Smith Paving and Excavating, Inc., according to terms substantially similar to the agreement attached hereto as "Exhibit A."

**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.** That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:

  
Clerk of Council

ADOPTED:

26 MAY 2020

  
\_\_\_\_\_  
Sam Artino, Mayor



STATE OF MISSISSIPPI  
DEPARTMENT OF REVENUE

NOTICE TO THE PUBLIC  
The Department of Revenue has received information that certain individuals have failed to file their tax returns for the year 1998. The Department is now conducting a compliance check on these individuals. If you are one of the individuals named in this notice, you should contact the Department immediately to arrange for the filing of your return.

Individuals who fail to file their tax returns may be subject to penalties and interest. The Department will continue to work with individuals who are having difficulty filing their returns. If you need assistance, please call the Department at (601) 359-3333.

The Department of Revenue is committed to providing excellent customer service. We will continue to work with individuals who are having difficulty filing their returns. If you need assistance, please call the Department at (601) 359-3333.

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*[Handwritten Signature]*

MISSISSIPPI  
DEPARTMENT OF REVENUE  
3500 GULF BLVD  
MOBILE, AL 36688-1000



**CITY OF HURON AND SMITH PAVING AND EXCAVATING, INC**  
**STAGING AREA LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into between the City of Huron, Ohio, a municipality corporation (hereinafter referred to as “CITY”) and Smith Paving and Excavating, Inc. (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the CITY, in its efforts to minimize negative impacts of construction activities on residents and businesses, wishes to provide a staging area to the CONTRACTOR who is performing work on a public improvement project for the CITY, known as the U.S. Route 6 Paving Project (ERI-6-17.49) (“Project”)

WHEREAS, the CITY is the owner of a tract of real property and right-of-way located in the City -- i.e., the CITY’s property known as Permanent Parcel Number 42-61270.001 (the “Property”) - - and has offered its assistance for the CONTRACTOR to store materials, equipment and other items (hereinafter the “Staging”) for the Project on the Property.

NOW, THEREFORE, the CITY and CONTRACTOR agree to the following terms:

1. The CITY grants to the CONTRACTOR a license upon the Property in order to allow the CONTRACTOR to use, travel upon, and cross, for Staging for the duration of the construction activity as specified in the contract between the CITY and the CONTRACTOR referred to as the Project or until the CITY provides other land area for the Staging.
2. For purposes of this Agreement, the Staging shall only include material defined as pipe, conduit, fittings and their appurtenances and aggregate to be stored on the Property; and also, the Staging shall only include equipment defined as any truck and heavy construction equipment that is needed for the construction of the Project and that can be parked within the limits of the Property.
3. The CONTRACTOR shall not store or process any hazardous material on the Property.
4. The CONTRACTOR shall indemnify the CITY and hold it harmless from any and all damages, claims, and actions of any kind whatsoever that may be initiated against the CITY as a result of the CONTRACTOR’S Staging on the Property.
5. The CONTRACTOR shall indemnify and hold harmless the CITY and be responsible for the cost of any remedial actions of an environmental nature required for any change in the environmental condition of the Property that occurs as a direct result and consequence of the CONTRACTOR’s Staging.
6. When construction of the Project is complete, the Property is to be restored to as good or better a condition than existed prior to the Staging.
7. This Agreement shall not be recorded in the public record of any County.

8. The CITY reserves the right to terminate the Agreement at any time prior to the expiration of the term in Section 1 above.

9. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement is governed by the laws of the State of Ohio.

11. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and it supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement.

12. Any future revision or modification of this Agreement shall be in writing and signed by both parties.

The CITY and the CONTRACTOR have caused this Agreement to be executed in their corporate names by their legally authorized representatives and this Agreement shall be effective as of the last date appearing below one of the signatures below.

CITY OF HURON

Approved as to legal form:

BY: \_\_\_\_\_  
Michael Spafford  
Interim City Manager

\_\_\_\_\_  
Benjamin Grant Chojnacki  
Director of Law

Date: \_\_\_\_\_

SMITH PAVING AND  
EXCAVATING, INC.

BY: \_\_\_\_\_

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Date