

RESOLUTION NO. 28-2022

Introduced by William Biddlecombe

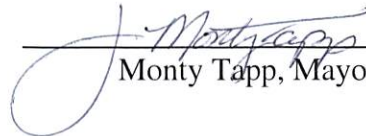
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 24th AND 25th, 2022.

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

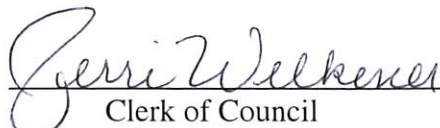
SECTION 1: The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 24th and 25th, 2022, said agreement to be substantially 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 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 22 MAR 2022



LICENSE AGREEMENT

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:

WHEREAS, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

WHEREAS the Festival is scheduled to occur from June 24, 2022 to June 25, 2022; and

WHEREAS, it is also 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 revocable license to Licensee to use the Amphitheater at the Boat Basin and the grassy area north of the picnic shelters on Friday, June 24, 2022 during the hours of 4:00 p.m. to 11:00 p.m., and on Saturday, June 25, 2022 during the hours of 11:00 a.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$1,000.00 total on the property described on Exhibit A and incorporated by reference.

2. The City also grants permission to Lessee to close a portion of Main Street from First Merit Bank north to the entrance to the Boat Basin parking lot from 1:00 PM Friday June 24, 2019 through 9:00 AM on Sunday, June 26, 2022.

3. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 10, 2022 and which shall be removed on June 26, 2022.

4. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 p.m. on Sunday, June 26, 2022. This provision may be modified due to weather conditions.

5. City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before July 20, 2022 and said amount shall be paid to City no later than July 31, 2022. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of City personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees.

6. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.

7. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. 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.

9. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses, fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. 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, no later than June 1, 2022, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

10. Licensee further agrees as follows:

- a. Event activity shall be scheduled within the hours: Friday: June 24, 4:00 p.m. to 11:00 p.m.; Saturday: June 26, 11:00 a.m. to 11:00 p.m.
- b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in Exhibit C.
- c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
- d. Event grounds shall shut down by 11:00 p.m.
- e. Food sales shall cease by 10:30 p.m.
- f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.

- g. Licensee agrees to limit beer/Wine sales to two booths within the fenced area.
- h. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- i. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
- j. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
- k. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
- l. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.
- m. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

12. The City approves the sale of beer and wine during the Festival as follows: Friday, June 24, 2022 from 4:00pm to 10:30pm and on Saturday, June 25, 2022 from 11:00am to 10:30pm. All sales of beer and wine shall be confined to the designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit E.

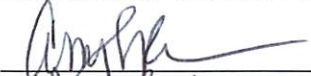
IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the date(s) referenced below.

CITY: CITY OF HURON, OHIO

LICENSEE: HURON ROTARY CLUB




 Matt Lasko, City Manager



 Amy Kadan, President

Date: 3/23/2022

Date: 3/23/22

APPROVED AS TO FORM:


 Todd A. Schrader, Law Director

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

EXHIBIT B
LIABILITY INSURANCE POLICY

EXHIBIT C
SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS

EXHIBIT D
FESTIVAL REGULATIONS- OHIO FIRE CODE

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

Festival Regulations

- Electrically powered rides / or tents with electrical service must have at least one (1) properly serviced & tagged extinguisher with a rating of 2-A:10:BC.
- Carnival games must have an properly serviced & tagged extinguisher placed within 50' of each booth with a rating of 2-A:10:BC.
- All tents, booths, trailers or canopies to be **occupied** by members of the public (customers) **shall be** constructed of a fire resistant material and **shall be** labeled and maintained in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. **No open flame** device(s) **under** or **within twenty (20) feet** of these structures. This is in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. Tents (exceeding 900 sq. ft (30x30) and/or occupant load over (50) shall require prior written approval of the Fire Division. These tents **shall have** a minimum of (2) 2-A:10:BC extinguishers mounted to tent posts or on stands located in the structure.
- All rows of booths, tents, or other types of displays **shall** maintain a fire lane with a minimum width of eighteen (18) feet and a minimum height of twelve (12) feet
- All fire hydrants and fire department hose connections **shall be** kept clear. A minimum of ten (10) feet shall be kept clear around the hydrant or connection and a clear path shall be maintained from the street or fire lane.
- A layout diagram of any event involving Ten (10) or more vendors including booth name, contact information shall be provided to the Fire Division prior to inspection.

Kurt Schafer

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