

**RESOLUTION NO. 34-2022**

Introduced by Sam Artino

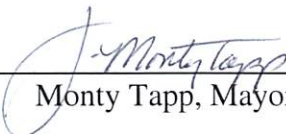
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH LAKE ERIE SHORES AND ISLANDS AND D & M PAINTING CORP. RELATING TO REPAINTING THE WATER TOWER LOCATED ON ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-64043.000.**

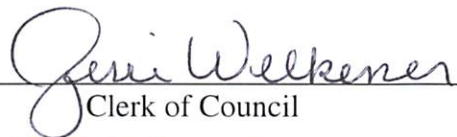
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**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 Lake Erie Shores and Islands, an Ohio nonprofit corporation, and D & M Painting Corp., a Pennsylvania corporation, relating to repainting the water tower located along Ohio State Route 2, near the Rye Beach Road exit, on Erie County, Ohio Permanent Parcel Number 42-64043.000, 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 and entered into by and among **THE CITY OF HURON, OHIO**, an Ohio municipal corporation ("City"), **LAKE ERIE SHORES AND ISLANDS**, an Ohio nonprofit corporation ("Shores"), and **D & M PAINTING CORP.**, a Pennsylvania corporation ("D&M")( with Shores and D&M being collectively referred to herein as "Licensee") (with City and Licensee being individually referred to as "Party" and collectively referred to herein as "Parties"), is to **EVIDENCE THAT:**

**WHEREAS**, Shores has offered to pay D&M to repaint the exterior of the water tower located along Ohio State Route 2, near the Rye Beach Road exit, located on Erie County Permanent Parcel Number 42-64043.000, which is owned by the City (the "Water Tower");

**WHEREAS**, D&M has submitted a quote to Shores for painting the exterior of the Water Tower;

**WHEREAS**, the City has accepted Shores' offer to pay for the repainting of the Water Tower, and has accepted that D&M will perform such repainting at the direction of Shores; and

**WHEREAS**, the Parties desire to enter into this Agreement to allow access to the property housing the Water Tower and the aforesaid repainting of the Water Tower under this Agreement's terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged, the Parties hereto agree as follows:

1. The City hereby grants a revocable license to Licensee ("License") to use the City-owned property housing the Water Tower for the sole purpose of repainting the Water Tower as further described on Licensee's proposal (attached hereto and made a part hereof as Exhibit A), which License shall last until the earlier of Licensee completing the painting the Water Tower or until the License is revoked by the City, if at all. Shores shall be permitted to place its logo on the Water Tower, which logo and related design shall be approved by the City in writing and in advance, and which City-approved logo and design shall be incorporated into Licensee's proposal attached as Exhibit A. Shore's acknowledges and agrees that Shore's logo may remain affixed to the Water Tower unless and until such time as the City determines that the Water Tower is in need of recoating.
2. Unless revoked by the City prior to same, the License is valid until Licensee completes painting the Water Tower, at which time this Agreement shall automatically terminate.
3. The Parties agree that there is no additional fee to be paid to the City for the License granted by this Agreement.
4. Licensee, and their respective employees, contractors, and agents shall at all times during the pendency of this Agreement comply with all applicable laws and regulations, including but not

limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of painting the Water Tower any necessary permits and authorizations for local or state agencies.

5. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement: (i) in the event of non-compliance with this Agreement by Licensee; (ii) in the event the City determines that the safety and welfare of those working on the site or the general public is compromised based on site conditions and/or failure of Licensee to maintain a safe working environment as reasonably determined by the City; or (iii) the property being utilized by Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to revocation of the License, or whether the property is unavailable, shall be decided by the Huron City Administration and, save and excepting revocation based on Section 5(i) and 5(ii) (for which no prior notice shall be required of the City), notice of the meeting at which such termination based on Section 5(iii) is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

6. The City shall notify the Licensee as soon as practicable of any impending public works construction that might adversely affect the use of the property by the Licensee.

7. Notwithstanding any contrary provision of this Agreement, the City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon written notice to the City.

8. Each party comprising Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by Licensee's employees, contractors, subcontractors, and agents for the painting of the Water Tower as authorized by this Agreement, and each party comprising Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and death; One Million Dollars (\$1,000,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and as loss payee. Each party comprising Licensee shall furnish City with a certificate of insurance evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the painting of the Water Tower, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit B. Such policy(ies) 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 any City equipment by the Licensee, if any. The provisions of this Section 8 shall survive the termination of this Agreement regardless of reason.

9. Licensee agrees to leave the Water Tower property in the condition it was found prior to Licensee accessing the Water Tower property. Licensee understands that if the Water Tower property is not left in the manner it was presented, Licensee shall be charged for any damages or clean up.

10. Licensee agrees to comply with all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic. This necessarily includes all requirements pertaining to social distancing, masks, and anything else needed to ensure the public health. Licensee shall defend, indemnify and hold the City harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to COVID-19. The provisions of this Section 10 shall survive the termination of this Agreement regardless of reason.


11. The rights and authority conveyed through this Agreement shall not be assignable or transferrable by either party. This Agreement shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance in exchange for compensation.


12. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

D & M PAINTING CORP.

CITY OF HURON, OHIO

By:   
Printed Name: Stephanie Hollana  
Title: General Manager

By:   
Matthew Lasko, City Manager

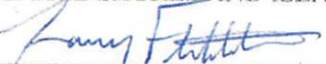
Date: 3-16-2022

Date: 3/23/2022

"D&M"

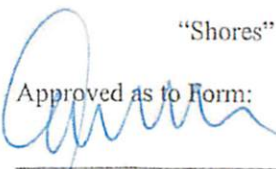
"City"

LAKE ERIE SHORES AND ISLANDS

By:   
Printed Name: Larry Fletcher  
Title: President

"Shores"

Approved as to Form:



Todd A. Schrader, Esq.  
Law Director, City of Huron



**D&M PAINTING CORP**

**Proposal**  
03/16/22

**Proposal**

Job# 2154 to 2154

Item/Cost Code	Material	Labor	Equipment	Subcontract	Other	Total
2154 202223 SHORES & ISLANDS	None					
	None		LOGO REPLACEMENT AND REPAINT TANK BOWL		72,240.00	72,240.00
<b>Grand Totals:</b>					<b>72,240.00</b>	<b>72,240.00</b>

