

RESOLUTION NO. 2017-35

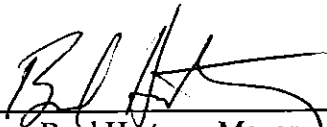
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FINE ART & FOOD FESTIVAL IN THE CITY OF HURON, OHIO DURING THE PERIOD OF AUGUST 11, 2017 THROUGH AUGUST 13, 2017

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

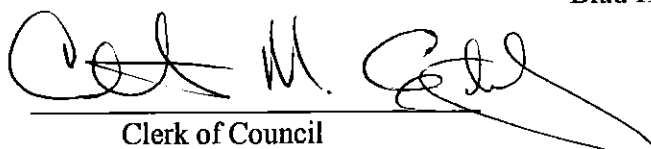
SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Annual Rotary Fine Art & Food Festival on August 11, 12 and 13, 2017, said agreement to 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.



Brad Hartung, Mayor

ATTEST: 

Clerk of Council

ADOPTED: APR 25 2017

AGREEMENT

This Agreement is made between the **CITY OF HURON, OHIO** [City] and the **HURON ROTARY CLUB** [Licensee] for the purpose of holding **Annual Rotary Fine Art & Food Festival** on August 11, 12 and 13, 2017.

WHEREAS, the Rotary Fine Art & Food Festival are held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a license to use said property 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:

- A. The City hereby grants a license to Licensee to use the Amphitheater at the Boat Basin and the grassy area north of the picnic shelters from Friday, August 11, 2017 4:00 p.m. to 11:00 p.m.; Saturday, August 12, 2017 11:00 a.m. to 11:00 p.m. and Sunday, August 13, 2017 11:00 a.m. to 4:00 p.m. for the purpose of conducting the Annual Fine Art & Food Festival for a rental fee of \$1,500 as described on Exhibit 1 and incorporated by reference.
- B. 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 12:00PM Friday August 11, 2017 to noon on Sunday August 13, 2017.
- C. 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 July 28, 2017 and removed on August 14, 2017.

- D. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit 4.
- E. The City shall have the option to terminate or modify this license in the event that the property being licensed to the Licensee becomes unavailable 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.
- F. 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.
- G. 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, August 14, 2017. This provision may be modified due to weather conditions.
- H. City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 20, 2017 and said amount shall be paid to City no later than August 31, 2017. Items which shall be provided and billed when and where required include, but are not limited to:
1. The cost of water and materials (i.e. gravel, stone, etc.)
 2. The cost of City personnel to install and remove signs.
 3. The City agrees to waive the cost of all other permits and fees.
- I. Licensee shall hold the City harmless from any and all claims for damages (including the areas in which new trees and lawn have been planted), actions or causes of actions arising from or claimed to arise from the operation of the events, which indemnification shall

include all costs of defense including attorney's fees and expert witness fees. Licensee shall secure liability insurance, including liquor liability coverage, in the amount of One million Dollars (\$1,000,000) Bodily Injury/Wrongful Death; Fifty thousand Dollars (\$50,000) property damage, which policies shall name City as an additional insured, a copy of which is herein attached and incorporated by reference as Exhibit 2.

J. Licensee further agrees as follows:

1. Event activity and shall be scheduled within the hours: Friday: August 11, 4:00 p.m. to 11:00 p.m.; Saturday: August 12, 11:00 a.m. to 11:00 p.m.; and Sunday: August 13, 10:00 a.m. to 6:00 p.m.
2. Signs to be posted restricting beer/Wine in plastic or paper cups only to the fenced areas as noted in "Exhibit 3".
3. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
4. Event grounds shall shut down by 11:00 p.m.
5. Food sales shall cease by 10:30 p.m.
6. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
7. Licensee agrees to limit beer/Wine sales to two booths within the fenced area.
8. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
9. 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.
10. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
11. 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.
12. This agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this 26th day of April, 2017.

CITY OF HURON, OHIO

Andrew D. White, City Manager

LICENSEE NAME: HURON ROTARY CLUB

President

Print Name

APPROVED AS TO FORM:

Laura E. Alkire, Law Director

EXHIBIT 1
DESCRIPTION OF LEASED PROPERTY

EXHIBIT 2
LIABILITY INSURANCE POLICY

EXHIBIT 3
SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS

EXHIBIT 4
FESTIVAL REGULATIONS- OHIO FIRE CODE