

RESOLUTION NO. 2018-25

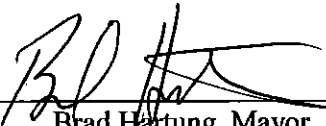
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON CHAMBER OF COMMERCE RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON SATURDAY JUNE 9, 2018.

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 Chamber of Commerce to utilize Lake Front Park for their Lake Front Market event to be held on Saturday, June 9, 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 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: 10 APR 2018

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE HURON CHAMBER OF COMMERCE**, an non-profit entity, hereinafter referred to as Licensee.

WHEREAS, Licensee has submitted a request for an inaugural event known as the Lake Front Market; and,

WHEREAS, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the City owned property known as “Lakefront Park” for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market on June 9, 2018.
2. This License is valid for June 9, 2018 and shall terminate immediately thereafter.
3. Due to the inaugural nature of the event, City agrees to waive the fee associated with the License. Licensee agrees to work with the City towards the establishment of a revenue sharing agreement equitable to each party and in recognition of the City’s efforts on this issue. Waiver of the imposition of a utilization fee pursuant to this section shall not be considered as precedent in future negotiations for subsequent events.
4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall be responsible for the supervision of the closures to permit affected residents access.
5. Licensee, it’s employees, volunteers, and vendors shall at all times during the pendency of this License comply with the Huron Codified Ordinances and Ohio Revised Code and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to Department of Liquor Control, Erie County Health Department, and the Huron Fire Department.
6. 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.
7. The City shall 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.

8. The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

9. 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, vendors, invitees, guests, and spectators of the event 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.

10. Licensee agrees to leave the park in the condition it was found prior to each use. 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.

11. 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.

12. 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.

HURON CHAMBER OF COMMERCE

CITY OF HURON, OHIO

Amy L. Roldan, Executive Director

Andrew D. White, City Manager

Approved as to Form:

Laura E. Alkire, Law Director

EXHIBIT A: REQUEST FOR LICENSE

HURON

CHAMBER OF COMMERCE

Dear Huron City Council,

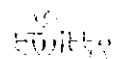
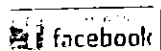
This letter serves as a request for use of Lake Front Park on June 9, 2018 from 9:00am – 7:00pm, for the "Lake Front Market". The Lake Front Market will include retail vendors, food vendors, music, and kid activities. We have started the process of accepting application (with no fee), with a goal of provided a diverse food and retail offering to attendees. Our first year goal is to have 20 retail vendors, 6-10 food vendors including food trucks, dessert stations, and wine vendors, kite flying on the beach, and variety of music in the gazebo throughout the day.

We have started marketing the event and seeking vendors at this time with a return of half of our goal already met. We understand that we did so prior to the city's approval for use of the park, with knowing that changes may be made after the city's review including not being approved. The purpose of the proposed Lake Front Market is to provide a unique experience to tourist, residents, and a venue to support Ohio area small businesses. The park map included shows where the vendors will be located but is not to exact measurements or placement, just a general plan. Vendor Application included.

The road closure that we have requested is for all food vendors. As stated on the provided Food Vendor Application, vendors will not be provided electricity and must provide Erie County Health Department Food Permit prior to opening for business. Food Trucks utilizing a generator will be located on Wall Street with the back of truck on water side. This will minimize the amount of sound that comes from a generator for attendees and residents. The wine and desserts, as noted on the park map provided, will be vendors that do not require electricity. At this time, we are working on submitting a request for Temporary Sampling License to the State of Ohio Department of Liquor Control for participating Wineries to provide only wine samples limited to the size and amount of samples as stated by Department of Liquor Control, and sell retail (unopened) products. Once this permit is completed, it will be submitted to our Huron Legal Department and Chief of Police for their approval prior to submission. We are asking for your permission to allow our retail wineries to provide wine only samples according to the State of Ohio Department of Liquor Control rules, if we are approved for a permit.

All vendors will be required to adhere to any fire code items as stipulated by the Huron Fire Department and subject to an inspection prior to the market opening.

406 Main Street, Huron, Ohio 44839
(419) 433-5700
Chamber@Huron.net
www.Huron.net



We plan to utilize a similar parking plan as Huron River Fest, including use of street parking, public, and having local churches to provide parking for a fee. A minimum of a month prior to the market, we will supply and promote a map letting attendees know where to park. The chamber will provide trash containers throughout the park and a dumpster that will be dropped off by the Friday before and picked up the Monday after. Volunteers will be on-hand for trash pick-up, manning the two road blocks (to allow residents in and out), and at the loading/unloading location. At this time we do not see the need and are not requesting police assistance, unless otherwise advised by the City of Huron.

In addition to the above stated, we are planning on having a "Healthy Huron (Wellness)" Tent and "Young Entrepreneurs" Tent, to allow both to showcase their business and product for a discounted fee. We plan to utilize the beach area with Kite Flying by Ohio Society for Elevation of Kites, beach yoga demonstrations, and other water activities. We have partnered with the Huron Public Library to provide a kid activity area near the playground. There will also be live music in the Gazebo throughout the day, with no electricity needed.

The following attachments are included:

- Attachment 1 – Park Map
- Attachment 2 – Vendor Application
- Attachment 3 – Food Vendor Application

Our goal is to provide a unique event in Huron that is enjoyed by tourist and residence that can become an annual family-friendly event at one of our greatest park/beach spots. We hope the City of Huron sees the benefits in creating this event in Huron.

Please let me know if you need any further information.

Sincerely,

Amy L. Roldan
Executive Director

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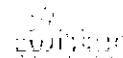
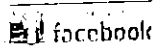
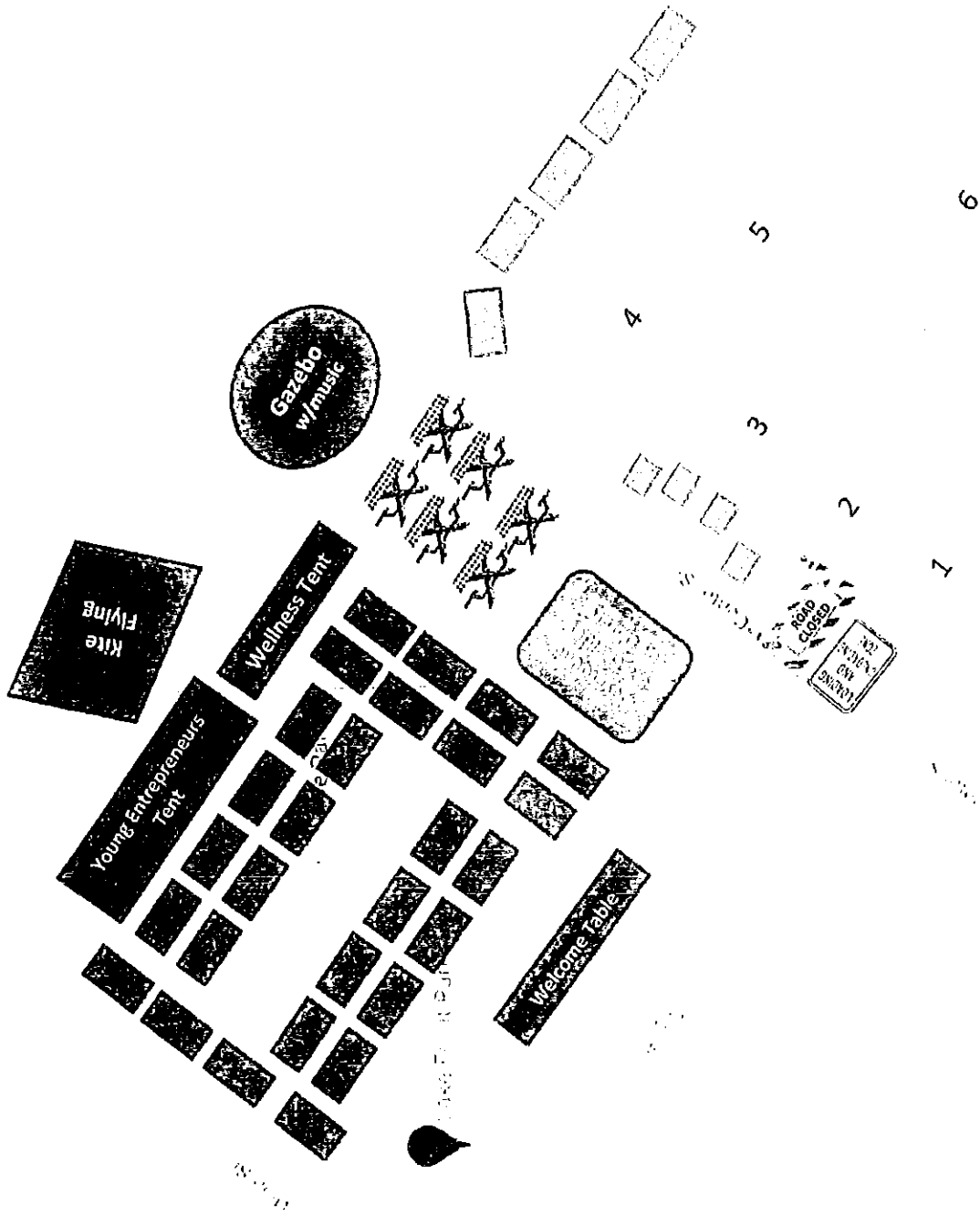





EXHIBIT B: ROAD CLOSURE / EVENT LAYOUT



-  Retail Vendors
-  Food Trucks
-  Wine & Desserts

Requesting road closures at Wall Street/Williams Street and Center Street/Park Street.

HOMES 1-6 will be asked to sign a permission form allowing us to block the above roads.



EXHIBIT C: LIABILITY INSURANCE