

RESOLUTION NO. 2019-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH HURON RIVER FEST, INC. TO HOLD THE 28th ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 12, 2019 THROUGH JULY 14, 2019.

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 Huron River Fest, Inc. to use City property and/or services in conjunction with the 28th Annual River Fest and River Fest 5K event on July 12, 13 and 14, 2019 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 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. This Resolution shall be in full force and effect from and immediately following its adoption.



Brad Hartung, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 23 APR 2019

**AGREEMENT BETWEEN THE
CITY OF HURON AND THE HURON RIVER FEST, INC.**

This Agreement is made between the **CITY OF HURON, OHIO** [City], and **HURON RIVER FEST, INC.** [Licensee] for the purpose of holding the 28th Annual River Fest on July 12, 2019 through July 14, 2019.

WHEREAS, the River Fest is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a license to use said property and;

WHEREAS, it is also necessary for the City to furnish additional services in order that said event may be held on City property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the city owned property set forth and described on Exhibit A, for the site of the 2019 River Fest from July 12 through July 14, 2019 for a rental fee of \$1,500. Such site defined on Exhibit A shall exclude any other city owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

A. 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 for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable 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 such meeting.

B. The City shall also notify 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. The City does not intend to commence any improvement which may interfere with the festival area prior to the 2019 event.

C. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur which demand law enforcement support in addition to that noted in Exhibit C. In an effort to minimize

EXHIBIT "A"

the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

D. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Corporation's name in order to have billing for electricity and water used by vendors and Licensee.

E. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2019 and said amount shall be paid to City no later than September 12, 2019. 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.
4. The cost of safety forces

F. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City as set forth in the drawing showing types and locations of signs attached hereto as Exhibit F and incorporated herein by reference.

G. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin.

H. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 11, 2019 to 8:00 a.m. Monday, July 15, 2019. (Exhibit E)

I. The City approves the sale of beer during the River Fest as follows: Friday, July 12, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 13, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer 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 D.

EXHIBIT "A"

J. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 8:00 a.m. on July 15, 2019 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 8:00 a.m. on July 16, 2018. This provision may be modified due to weather conditions.

K. The Licensee shall hold the city harmless from any and all claims for damages (including areas in which new trees, plants, shrubs and lawn have been planted), actions or causes of actions arising from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall attach a copy as Exhibit B to be provided to the City and attached at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policy shall name the City as an insured and shall attach a copy as Exhibit B to be provided to the City and attached at least 30 days prior to the date of the River Fest.

L. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

M. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

N. Licensee further agrees as follows:

1. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 12 2019, 5:00 p.m. to 11:00 p.m.; Saturday, July 13, 11:00 a.m. to 11:00 p.m.; and Sunday, July 14; 11:00 a.m. to 6:00 p.m.;**
2. All vendors shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property

EXHIBIT "A"

Damage, which policies shall name the City as an insured and shall be provided to Licensee prior to opening;

3. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;

4. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;

5. Event Grounds shall shut down by 11:30 p.m.;

6. Food sales shall cease by 11:00 p.m.;

7. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;

8. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;

9. Licensee agrees to limit beer sales to two booths within each fenced area;

10. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.

11. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.

12. 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.

O. 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.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies on this _____ day of 2019.

**On behalf of the
CITY OF HURON, OHIO**

**On behalf of the
HURON RIVER FEST INC.**

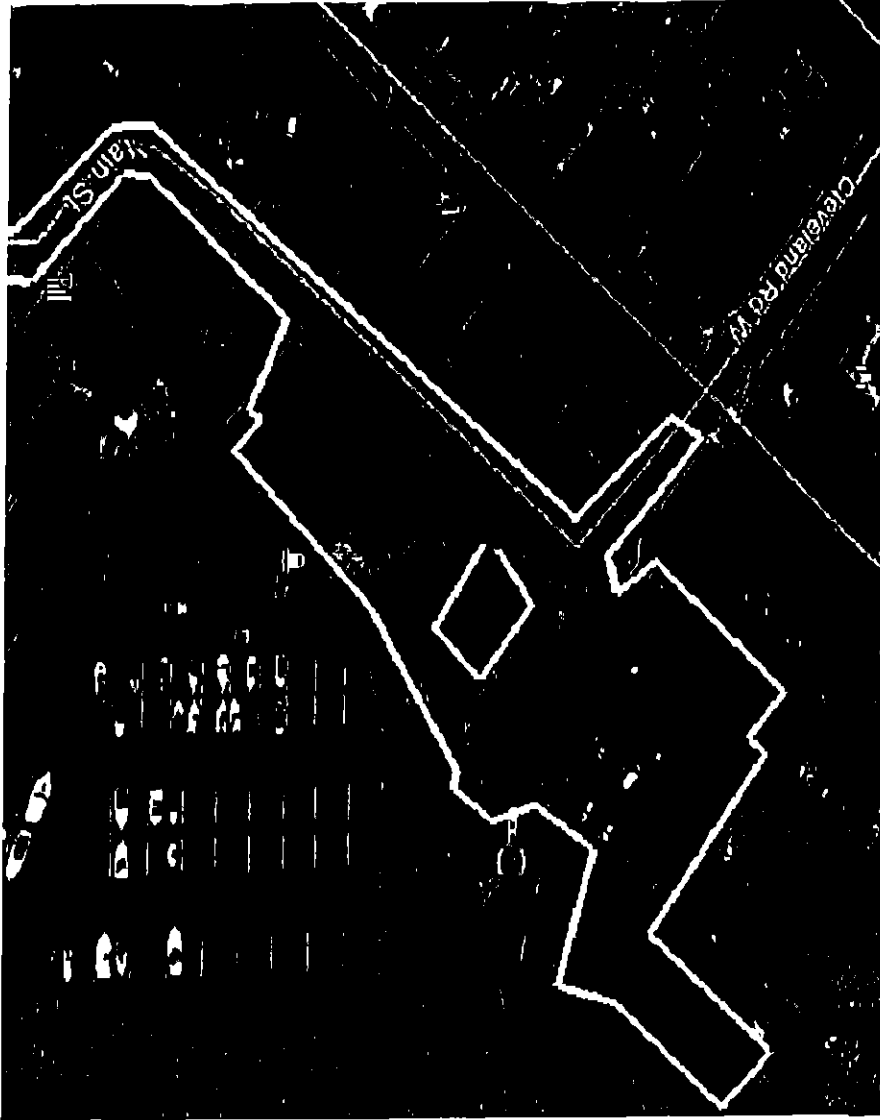
Andrew D. White, City Manager

Chairperson

Approved to as to form:

Aimee W. Lane, Law Director

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



Beer Tent

EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

2019 HURON RIVERFEST

FRIDAY JULY 12:

Parking Detail:

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds:

2000 – 0000: (6) officers

SATURDAY JULY 13:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

2000 – 0000: (6) officers

SUNDAY JULY 14:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

TOTALS:

POTENTIAL FULL TIME HOURS (Festival paid) = 56

Average full-time overtime rate = \$55.00

Total potential cost:

(Assuming all positions are filled by full time officers) = \$3,080.00

EXHIBIT D - LIQUOR PERMIT

EXHIBIT E – MAP OF STREET CLOSURE

EXHIBIT F – DRAWING OF SIGNAGE