

EMERGENCY RESOLUTION NO. 27-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE MONROE LIONS CLUB FOR THE LIGHT UP THE SKY EVENT AND DECLARING AN EMERGENCY.

WHEREAS, the Monroe Lions Club intends to sell alcoholic beverages during the annual Light Up the Sky Event; and

WHEREAS, Section 1064.03(a) of the Codified Ordinances requires Council approval for alcoholic beverages in a City-owned park.

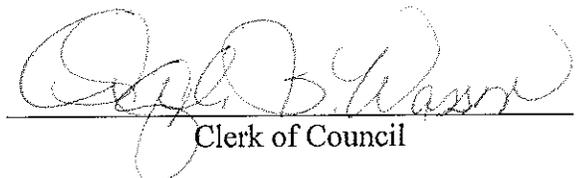
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the Monroe Lions Club providing permission to have alcoholic beverages during the annual Light Up the Sky Event in 2016. The terms and conditions of said agreement shall be substantially similar to Exhibit "A" attached hereto and made a part hereof.

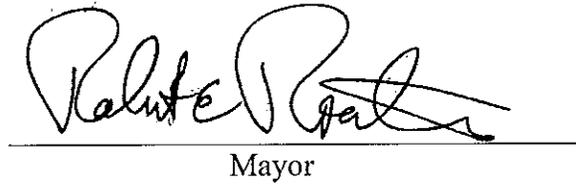
SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to grant permission to allow sufficient time for the Monroe Lions Club to obtain a liquor license. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: June 14, 2016

ATTEST:


Clerk of Council

APPROVED:


Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and _____, hereinafter called "_____".

WITNESSED

WHEREAS, the City owns _____, located at _____, Monroe, Ohio; and

WHEREAS, the _____ desires to use the park for the _____ on _____, _____, _____.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to _____ for the use of _____ Park, located at _____, Monroe, Ohio, as designated on Exhibit "A", on _____, _____, _____ from _____ .M. to _____ .M. for the _____ with applicable set-up and tear-down activities and times.

2. The City hereby grants _____ permission to use _____

and be closed from vehicle traffic beginning _____, _____, _____ from _____ .M. through _____ .M. _____, _____, _____ or earlier upon tear down of the event.

3. The _____ shall occupy and use the leased premises solely for the purposes of the _____ and related activities.

ASSOCIATION RESPONSIBILITIES

1. The _____ shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.

2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.

3. _____ shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. _____, at its own expense, shall install and remove the fencing per requirement of the City.
4. _____ shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. _____ shall adhere to the following requirements.
 - a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.
 - b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.
 - c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by even organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The _____, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
6. The _____ and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the _____'s expense.
7. _____ contracts with any performer or vendor shall not place any liability upon the City.
8. _____ shall maintain the cleanliness of the property utilized by _____ and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. _____ shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
9. The _____ shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
10. _____ is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by _____ activities.

11. _____ event organizers and representatives shall be present at the event during the entire event.
12. _____ shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
13. _____ agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
14. _____ shall designate one individual to serve as liaison between the City and _____. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the exclusive use of the park property for said event.
2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash toters and arrange for a temporary dumpster for the event unless the _____ secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the _____.
3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to _____.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be _____ and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by _____.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the _____ within two weeks of the event. The _____ shall pay the balance within thirty (30) days of receipt of the invoice.

3. The _____ shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. _____ shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. _____ agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the _____, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform _____'s obligations pursuant to this contract. _____ further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.
2. _____ agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. _____ or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.
 - The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the _____ with respect to the _____.
 - Primary Coverage: For any claims related to this Agreement, _____'s insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of _____'s insurance and shall not contribute with it.
 - Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. _____ shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
 - Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.
3. _____ shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

- 1. The City retains the right to cancel the event in its entirety or any portion thereof upon _____'s failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

- 1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- 2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, _____.

CITY OF MONROE (CITY)

By _____
William J. Brock, City Manager

Date _____, 20 ____

Witness _____

Date _____, 20 ____

_____ (_____)

By _____

Date _____, 20 ____

Witness _____

Date _____, 20 ____