

ORDINANCE NO. 31-2017

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH THE LOUDONVILLE AGRICULTURAL SOCIETY, INC., FOR THE UTILIZATION OF THE STREETS OF THE VILLAGE OF LOUDONVILLE FOR THE 2017 FREE STREET FAIR.

WHEREAS, Council has received a request from the Loudonville Agricultural Society to utilize the streets and public ways of the Village of Loudonville for the 2017 Loudonville Free Street Fair; and

WHEREAS, Council deems it appropriate to enter into an agreement with the Loudonville Agricultural Society, Inc. for such purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:

SECTION 1: That the Village Administrator and Fiscal Officer of the Village of Loudonville, Ohio are hereby authorized and directed to enter into an agreement with the Loudonville Agricultural Society, Inc. for the utilization of the streets and rights-of-way of the Village of Loudonville, Ohio for the 2017 Loudonville Free Street Fair, pursuant to terms and conditions contained in the attached Exhibit "A" incorporated herein by reference.

SECTION 2: That said agreement is contingent upon the approval of the use of the Parks of the Village of Loudonville for the Loudonville Free Street Fair by the Loudonville Recreation Board.

Dated: _____

Stephen Stricklen, Mayor

Attest:

Elaine Van Horn, Fiscal Officer

Approved:

Thomas R. Gilman, Village Solicitor

AGREEMENT TO USE STREETS AND PARKS

THIS AGREEMENT entered into this ____ day of _____, 2017 by and between THE VILLAGE OF LOUDONVILLE, hereinafter referred to as Grantors, and the LOUDONVILLE AGRICULTURAL SOCIETY, INC. hereinafter referred to as Grantee.

WITNESSETH:

In consideration of the mutual promises and covenants to be performed by the parties hereto, it is agreed as follows:

1. Grantors grant unto the Grantee permission to use Main Street between Spring Street and Union Street, Market and Water Street between Bustle Street and Butler Street, Central and Riverside Park within the Village of Loudonville for the 2017 Free Street Fair.
2. Grantee shall procure and maintain a liability insurance policy with a minimum coverage of \$500,000.00 and a property damage insurance policy with minimum coverage of \$50,000.00 naming both the Grantors and the Grantee against liability or damage to all persons or property while in or on the premises being used. Further, the Grantee shall indemnify and hold Grantors absolutely harmless from any liability arising out of their use of the Village Streets and Parks for the 2017 Free Street Fair. Grantee shall provide evidence regarding the policy, provided by Grantee's insurance company.
3. Grantee shall maintain a 12' fire lane along Main Street and along Water Street and said fire lane shall remain free and unobstructed at all times. Grantee shall further take necessary precautions to ensure that Wally Road, between Main Street and State Route 3 shall remain open and unobstructed and that no vehicles be permitted to park thereon.
4. The following alleys shall be kept free and clear, and all approach to said alleys shall remain unobstructed at all times:
 - a) The alley running between and parallel to Water Street and Spring Street.
 - b) The alley running between and parallel to Main and Bustle Street.
 - c) The alley running between and parallel to Main and Butler Street.
 - d) Pleasant Drive
5. Grantee shall maintain a radius of 10 feet around each and every fire hydrant free and clear of all obstructions or objects at all times.
6. Main Street shall be kept open to traffic until 7:00 o'clock A.M., Monday, October 2, 2017, and shall be reopened to traffic no later than 1:00 o'clock P.M., Monday, October 9, 2017.
7. South Market Street between Main Street and Bustle Street may be closed to traffic on Friday, September 29, 2017; North Market Street between Main Street and North Park Place may be closed to traffic on Sunday, October 1, 2017 at 1:00 P.M. South Wood Street between Main Street and East Bustle Street and the first block of South Brentwood Drive

may be closed to traffic on Sunday, October 1, 2017 at 1:00 P.M.; North Park Place between North Brentwood Drive and North Pleasant Drive may be closed to traffic on Sunday, October 1, 2017 at 1:00 P.M. (However, Grantee shall not block vehicle access to and from the Byerly-Lindsey Funeral Home and its garage); Market Street between Main and Butler Street, North Water Street to Butler Street, South Water Street between Bustle Street and Main Street may be closed Monday, October 2, 2017 at 7:00 o'clock A.M.

8. South Park Street shall be one-way traffic only between East Pleasant Street and South Brentwood Drive.
9. Streets shall be reopened to traffic following the Fair as rapidly as possible in the following order:
 - a) Main Street
 - b) Water Street
 - c) Alley West Side of Central Park
 - d) Wood Street
 - e) Market Street
10. Central Park may be used by the Grantee for, but not limited to, the following activities: Rides, Displays, Youth Games, Livestock Judging, etc. by approval of the Loudonville Village Administrator.
11. The Grantee shall be responsible for the repair of any damage done to Central Park or Riverside Park caused during the Fair and said repairs shall be made by Grantee within sixty (60) days of the close of the Fair. In the event Grantee fails to make the repairs within said sixty (60) days, the Grantors may make said repairs or cause the repairs to be made and shall bill Grantee for those repairs.
12. Smoking in stock pens, tents, and buildings is prohibited. Grantee shall provide and erect suitable "No Smoking" signs and shall make every effort to enforce said prohibition.
13. The Loudonville Maintenance Department shall erect barricades and detour signs by 7:00 o'clock A.M. on Friday, September 30, 2017 at the proper locations and take them down on Monday, October 9, 2017, as the streets are cleared and opened for traffic.
14. Grantee shall, at its own expense, pay for any work the Village Maintenance Department does in connection with the preparing for the Fair and cleaning the streets during and immediately after the close of the Fair, including wages, withholding and benefits associated with time spent providing services to Grantee.
15. Council must approve any sanitary facilities provided by the Grantee if located in the streets or right-of-way of the Village of Loudonville. The Village of Loudonville Village Administrator must approve any sanitary facilities located in any of the Park properties of the Village of Loudonville. The Village of Loudonville shall allow use of the public restrooms located on Brentwood Drive. Village shall provide all cleaning supplies and paper products for cleaning and stocking the sanitary facilities. Grantee shall provide personnel to keep the restrooms clean and stocked at no charge to the Village from Monday, October 2 through Sunday, October 8, 2017.

16. No stakes shall be driven, or be permitted to be driven into any pavement or sidewalk without the Village Administrator or the Street Maintenance Supervisor being present, and must have the express approval of the aforementioned Village Administrator, Chairman of the Street Committee or the Mayor. At the close of the Fair, asphalt mix is to be put in all holes by the Maintenance Department at the expense of the Grantee.
17. The Grantee shall require each concession, Merchant Tent, Jr. Fair Tent, and Loudonville Event Center to have at least one fire extinguisher and Grantee shall enforce said requirement.
18. The Grantee shall inform each tent and/or concession of the Village of Loudonville backflow prevention requirements and shall ensure that each tent and/or concession that intends to and/or is hooked up to the Village water supply shall comply with said requirements. A failure of any tent and/or concession to comply with the backflow prevention requirements can result in water service being discontinued and/or prosecution of the vendor and/or Grantee in accordance with the Village backflow prevention Ordinance. Grantee shall pay the Village of Loudonville such fees for hooking up to the Village water supply as established by the Village of Loudonville. Grantee shall pay the Village a fee of five hundred dollars (\$500.00) for provision of water service throughout the term of this Agreement.
19. Grantee shall pay the Loudonville Fire Department the sum of Two Hundred Fifty Dollars (\$250.00) for providing fire patrol during the Fair.
20. Grantor shall provide the services of the Loudonville Police Department for safety and security patrols of the premises during the fair. Grantee shall pay for all police protection provided by Grantor and deemed necessary by the Loudonville Chief of Police beyond that ordinarily provided for village safety and patrol and without diverting resources and officers ordinarily used for village safety and patrol. Safety and security services shall be provided pursuant to the following terms:
 - a) Grantor shall provide safety and security patrols during ordinary times of fair operation at such times and in such numbers as deemed necessary by the Loudonville Chief of Police.
 - b) All officers shall be paid wages, overtime wages, and benefits pursuant to contract rates and policies established by the Village of Loudonville and charged for all private contracting of Village officers. These amounts include time-and-a-half wage for all work performed by full-time officers, a flat rate of Twelve Dollars and Fifteen Cents (\$12.15) per hour for all work performed by auxiliary officers, and appropriate benefit contributions for all officer pay. Benefit contributions are established by Ohio and Federal law. Grantee understands that all officer pay rates and benefit contribution rates can be obtained from the Village of Loudonville Fiscal Officer's Office.
 - c) Grantee acknowledges that all safety and security services provided by the Loudonville Police Department shall be pursuant to the absolute discretion of the Loudonville Chief of Police.
 - d) Grantor shall submit a billing statement for all police work provided to Grantee. Payment for all services shall be made to the Village of Loudonville and shall be

delivered to the office of the Village Fiscal Officer, 156 North Water Street, Loudonville, Ohio 44842.

- e) From October 3 through October 7, 2017, representative of Grantee shall contact and meet with a representative of the Loudonville Police Department each day between 8:00 a.m. and 12:00 p.m. to report and/or discuss any safety or legal concerns that either party may have.
21. Grantee shall pay for all electricity used by Grantee whether on account in Grantee's name or on account in the name of the Grantor, in which case Grantee shall reimburse the Grantor for the cost of electricity used.
22. Grantee shall maintain the stock pens from the day of erection of the pens, to day the pens are dismantled, and must furnish disinfectant and clean the streets.
23. Grantor grants unto the Grantee permission to erect advertising signs for the 2017 Loudonville Free Street Fair at the following locations: Loudonville By-Pass (Route #3 South), Route #60 North, Route #3 East, Route #39 and #60 East and Route #39 Northwest.
24. Grantor, Village of Loudonville, grants Grantee permission, with the approval of the Loudonville Police Department, to use areas between 155 North Water Street and 165 North Water Street, which is normally used for parking Loudonville Police Cruisers, to display antique farm machinery. However, Grantee agrees to leave reasonable space for access to the area by Loudonville Police Department vehicles and parking for the same.
25. Grantor grants unto Grantee permission to close Wally Road from West Main Street at Water Works to the By-Pass (Route #3 South) at any time during the fair contingent upon approval by the Loudonville Chief of Police. Such approval shall not be unreasonably withheld. However, such closure must be carried out in a manner that allows access for Village personnel to the Loudonville Water Works as well as the Loudonville Impound Lot. Said closure shall also, at all times, leave reasonable open routes for emergency vehicle passage and access.
26. Grantor grants unto Grantee the use of Village Equipment at the discretion of and with the prior approval of the Administrator of the Village of Loudonville, for the construction and dismantling of Fair structures and electrical systems, and for such other purposes throughout the Fair as are approved by the Mayor. Grantee agrees to indemnify and hold Grantors absolutely harmless from any liability for personal injury or death, or property damage, arising out of Grantee's use of Village Equipment. Grantors make no warranties regarding the fitness for use of Village Equipment loaned to Grantee, and Grantee agrees to assume all risks associated with its use. No personnel of the Village of Loudonville Maintenance Department shall be utilized by the Grantees without the prior written approval of the Village Administrator. Any utilization of personnel from the Village Maintenance Department without prior written approval shall constitute grounds for termination of this Agreement.
27. Prior to Grantee moving vehicles, rides, or other equipment onto Central Park, a representative of Grantee and the Loudonville Village Administrator shall inspect Central Park together and document any existing damage or problems found thereon. On the Monday immediately following the close of the Loudonville Fair, the same representative

of Grantee and the Loudonville Village Administrator shall review Central Park together and document any damage or problems resulting from the operations of the fair and requiring repair or compensation by Grantee.

28. In the holding of tractor, truck, or other equipment pulling competitions, Grantee and its competition participants shall adhere to and enforce the following rules:
- a) Pulling competitions shall be carried out on a pulling track at least thirty (30) feet wide and which has its closest side at least thirty-five (35) feet away from the closest spectator(s).
 - b) Minors shall not be allowed on the pulling track or in the staging area unless accompanied by and in the immediate presence of a parent or legal guardian at all times.
 - c) Boundaries between the pulling area and spectators shall be marked by a rope or other partition.
 - d) Driving and walking paths shall be kept open and accessible from the pulling track to an open public road at all times to permit emergency personnel to access the pulling track area.
29. Grantee agrees to indemnify and hold Grantor, its elected officials, employees, officers and agents harmless from any and all liability, loss, cost or expense resulting from or relating to any act, action, negligence, omission or failure to act on the part of the Grantee in carrying out its duties and obligations under the terms of this Agreement, whether arising from bodily injury, property damage or both. Grantee agrees that it shall carry comprehensive liability insurance for bodily injury and property damage and provide the Grantor proof of the same in such amounts as the parties may agree. Grantee shall further make Grantor an additional protected party to any waivers and/or indemnification agreements between Grantee and any parties participating in events hosted by Grantee in the Fair.
30. This agreement shall be governed and construed according to the laws of the State of Ohio as amended from time to time and the decisions of the courts of the State of Ohio as applicable.

IN WITNESS WHEREOF, the parties, or their duly authorized representatives, have hereunto set their hands the day and year first set forth above.

WITNESSES

VILLAGE OF LOUDONVILLE

By: _____
Curt Young, Village Administrator

By: _____
Elaine Van Horn, Fiscal Officer

WITNESSES

**LOUDONVILLE AGRICULTURAL
SOCIETY, INC.**

By: _____
_____, President

By: _____
_____, Secretary/Manager

Approved as to form:

By: _____
Thomas R. Gilman, Village Solicitor