

ORDINANCE NO. 2010-007

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE WAYNESVILLE AREA CHAMBER OF COMMERCE FOR THE OHIO SAUERKRAUT FESTIVAL

WHEREAS, the Waynesville Area Chamber of Commerce has operated the Ohio Sauerkraut Festival on the streets of the Village of Waynesville for more than 25 years; and

WHEREAS, the Village of Waynesville recognizes the outstanding civic contribution of the Ohio Sauerkraut Festival in the form of goodwill for the Village of Waynesville and fund raising for many charitable organizations located in the Waynesville area.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, with _____ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to execute the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be enforced from and after the earliest period allowed by law.

Adopted this _____ day of _____ 2010.

Attest: _____
Staci Morris, Clerk of Council

Earl J. Isaacs, Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____ 2010, by and between the Village of Waynesville, whose address is 1400 Lytle Road, Waynesville, Ohio 45068, hereinafter designated as “Lessor,” and The Waynesville Area Chamber of Commerce, an Ohio non-profit corporation, whose address is 10 N. Main Street, Waynesville, Ohio 45068, hereinafter designated as “Lessee.”

RECITALS

WHEREAS, Lessee has operated The Ohio Sauerkraut Festival upon Lessor’s streets for a period in excess of twenty-five (25) years; and

WHEREAS, Lessor recognizes the outstanding civic contribution of The Ohio Sauerkraut Festival in the form of goodwill for the Village of Waynesville and fundraising for many charitable organizations located in the Waynesville, Wayne Township area; and

WHEREAS, the parties to this agreement wish to extend this mutually beneficial arrangement, agree as follows:

1. Lessee shall lease from Lessor the area of the Village of Waynesville under the control of the Village of Waynesville, being described as the physical boundaries lying inside South Main Street at State Route 73 and North Main Street at Franklin Road; Marvin’s Lane and the first alley west of Main Street, said alley being situated between Main Street and Third Street; South Street from the location of Ashmead’s Woodworking shop across Main Street through the South Street Park; Miami Street from the alley to Marvin’s Lane; and North Street situated between Marvin’s Lane and Third Street encompassing the front yard of the Waynesville United Methodist Church. The consideration for this lease is the promotion by Lessee of the Village of Waynesville, including the many benefits to area civic-minded and government organizations.
2. The Lessor shall prepare a traffic control plan which has been approved by Lessor’s governing body. Pursuant to said plan, the area of the festival shall be blocked to vehicular traffic with the use of suitable barriers. This shall be during the duration of the festival. Lessee shall install such barricades in accordance with the traffic control plan. Lessee shall oversee the barriers during the festival to monitor that the barriers remain in place during the festival period.
3. There shall be no expansion or reduction of the area of operation of the festival without the expressed written consent of the Lessor. The parties acknowledge that the Lessor’s governing body, the Village Council, must approve all said expansions or reductions. Said authority shall be in writing.

4. The period of time for this lease and the authority within shall be during The Ohio Sauerkraut Festival, which is generally held during the second full weekend of October. The effective period of time for this lease shall commence at noon on the Friday prior to the festival and end at 12:01 a.m. on the Monday following the festival.
5. Nothing within this agreement shall restrict, erode, or impair the police powers and other governmental powers of Lessor. During the festival and subject to all local, state, and federal laws, Lessee shall have full authority to manage the festival, including, but not limited to, the placement of vendors and the granting of authority to sell food products, crafts, and other wares.
6. Lessee shall hold harmless and indemnify Lessor from loss for all claims, judgments, and costs of actions, including legal fees, for claims that occur within the leased area and arise during the operating of The Ohio Sauerkraut Festival. The parties acknowledge that Lessor does not control any other public police or fire agency, be it local or state.
7. Lessee agrees to provide the Lessor with a liability insurance policy in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the aggregate, with Lessor named as an additional insured offering coverage for all claims which arise during the operation of the festival. The coverage applies to claims within the leased area during the festival period. Lessee shall provide a copy of this lease to its insurer.
8. This lease shall be for a term of ten (10) years and shall expire immediately upon the conclusion of the 2019 festival. Either party shall have the right to terminate this lease upon providing written notice to the other party not later than April 1 of any year.
9. This lease shall be subject to Ohio Law. This lease has been approved by Lessor's governing body pursuant to _____. Lessee represents that it has passed the appropriate corporate resolution. The parties affix their signatures on the dates opposite their names.

Dated: _____

 Bruce Snell
 Village Manager
 Village of Waynesville

Dated: _____

 Printed Name/Title
 Waynesville Area Chamber of Commerce, Inc.