

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 2 (2014-15)

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE
DIRECTOR TO EXECUTE AN AGREEMENT WITH THE
BLANNERHASSETT ISLAND HISTORICAL STATE PARK**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Safety-Service Director of the City of Belpre, Ohio, is hereby authorized to execute an Agreement with the Blennerhassett Island Historical State Park, a copy of which Agreement is hereto attached as Exhibit A.

SECTION II

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City, and for the further reason that the need for boat transportation to Blennerhassett Island is rapidly approaching. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: February 10, 2014 _____
PRESIDENT OF COUNCIL
ATTEST: Gymbulfa Mendick
PRESENTED TO MAYOR: 2/10/14 _____
MAYOR
APPROVED BY MAYOR: 2/10/14

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on February 11, 2014, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

February 11, 2014 _____
Date CLERK
Gymbulfa Mendick

AGREEMENT

THIS AGREEMENT is executed by and between **THE CITY OF BELPRE, OHIO**, an Ohio municipal corporation, hereinafter designated as "City," and the **BLANNERHASSETT ISLAND HISTORICAL STATE PARK**, a division of the West Virginia Division of Natural Resources, hereinafter designated as "BIHSP."

WITNESSETH

1. **USE OF CIVITAN PARK BOAT LANDING:** The City agrees to allow BIHSP to use the Civitan Park boat landing area located at 39° 16' 272" N, 81 35' 32.248" W for loading and unloading passengers to and from Blennerhassett Island aboard a sternwheeler and to use the gravel parking area adjacent to the landing for parking vehicles of sternwheeler passengers during the time they are visiting Blennerhassett Island upon the following described terms and conditions.

2. **SCOPE OF USE:** It is understood and agreed that the boat landing area will be used to temporarily moor the sternwheeler while loading and unloading passengers only for the special events hereinafter described. The sternwheeler will not be moored at the landing area overnight or for more than twenty (20) minutes at any one time.

3. **DATES OF OPERATION:** The dates of operation for this Agreement shall be the evenings of the special event dates listed in the attached Schedule of Events.

4. **GRAVEL:** BIHSP agrees to purchase and install gravel at the boat landing area and parking area such as may be necessary to make the passenger loading area handicapped accessible.

5. **MAINTENANCE:** BIHSP agrees to maintain the boat landing area and gravel parking area in good condition while using those areas, and to take whatever action is necessary to leave these areas in good condition at the conclusion of their use of the area.

6. **PARKING AREA RESTRICTED TO GRAVEL AREA:** BIHSP agrees that visitors using its services to visit Blennerhassett Island will be required to park in the gravel parking area adjacent to the boat landing and not in the parking area for the City pool and other Civitan Park facilities.

7. **NON-INTERFERENCE WITH CITY ACTIVITIES:** BIHSP agrees to operate its boat landing operations in a manner that will not interfere with other activities conducted by the City at or near the premises.

8. NON-INTERFERENCE WITH OTHER USERS SANCTIONED

BY CITY: BIHSP agrees to cooperate with other users of this boat landing area who are allowed to use this facility by the City, so as not to unnecessarily interfere with operations of such other users sanctioned by the City.

9. LIABILITY INSURANCE: BIHSP agrees that the City will be covered for any claim or liability arising from or related to BIHSP's use of the City's boat landing area and parking area pursuant to this Agreement shall be covered under general commercial liability insurance coverage maintained by the West Virginia Department of Natural Resources, with coverage of \$1,000,000.00 per incident. It is further understood that employees or agents of BIHSP or employees or agents of any boat company operating boats pursuant to this Agreement shall be covered under workers' compensation coverage or under the BIHSP commercial liability insurance coverage.

10. PERMITS: BIHSP agrees to obtain any and all permits that may be necessary from the United States Army Corps of Engineers for BIHSP to load and unload passengers pursuant to this Agreement.

11. APPLICABLE LAW AND JURISDICTION OF DISPUTES: The parties agree that this Agreement shall be interpreted and construed in accordance with Ohio law, and that jurisdiction to resolve any dispute arising

from this Agreement shall be in the Court of Common Pleas of Washington County, Ohio.

Executed by the parties upon the dates indicated below.

**THE CITY OF BELPRE, OHIO,
an Ohio municipal corporation**

(Date)

By: _____
DAVID E. FERGUSON

Its: **Safety-Service Director**

**BLENNERHASSETT ISLAND HISTORICAL
STATE PARK, a Division of the West
Virginia Division of Natural Resources**

(Date)

By: _____
MATT BAKER

Its: **Superintendent**

**Blennerhassett Island
2014 Civitan Landing Schedule
Special Events- Sternwheeler**

June 28, 2014

Island Frolic
Departs 6:30 p.m.
Returns 9:30 p.m.

July 6, 2014

Sunday Sundae
Departs 6:30 p.m.
Returns 9:30 p.m.

July 26, 2014

Island Frolic
Departs 6:30 p.m.
Returns 9:30 p.m.

August 16, 2014

Family Fireworks Cruise and Island Fireworks Adventure
Departures
8:00 p.m.
8:30 p.m.
Returns
10:30 p.m.
11:00 p.m.

August 23, 2014

Island Frolic
Departs 6:30 p.m.
Returns 9:30 p.m.

October 10 and 11, 2014

Mansion by Candlelight
Departures
6:00 p.m.
6:30 p.m.
7:00 p.m.
7:30 p.m.
8:00 p.m.
Returns
8:30 p.m.
9:00 p.m.
9:30 p.m.
10:00 p.m.
10:30 p.m.