F9

Hiawatha Parks and Recreation

To: City Council
From: Kelly Willadsen, Park and Recreation Director
Date: April 5, 2017
Re: City Event Firework Land Use Payment Request
CC: Kim Downs, City Administrator

We are well on our way to planning the new Hiawatha Fun Fest event in August of 2017! We have been moving forward in great directions to make this event a success. Below you will see a tentative schedule that the committees have been working on along with the firework land use payment request due to location change for demonstration.

Tentative Schedule for Hiawatha Fun Fest

Friday, August 26th
6-9pm- 8 Seconds/Kiwanis Concessions
9-11pm-Movie in the Park (residents top pick) –Friends Foundation/Popcorn

Saturday, August 27th
8:00am -- 5K Fireman's Run
8:00am – 10:00am- HiCREW Kiwanis Pancake Breakfast in the Park
10:00am-9pm –Food Vendors (Shriners, Girl Scouts, Kona Ice, Ruby's Pizza, Women's Auxilary)
12:00pm-9pm- Cedar Ridge Winery and Clock House Brewery
11:00am-- Hiawatha Parade (no charge)
12:00pm –6:00pm Kids Activities and Adult Activities
(new this year Euro Bungee, Kids Tractor Pull, National Guard Rock Wall)

- Food contests-Ice Cream Eating Contest (Culvers)
- Disc Golf Tournament
- Smash a Car Fundraiser
- Bags Tournament-Shriners
- Inflatable's 3-4 for young and older sponsored by Hiawatha Kids League
- Local Talent Show- Cedar Rapids Spirits and other local talent
- Dunk Tank (Kids league?)
- Kids Large Coloring Book- Hiawatha Library
- National Guard Rock Wall
- Entertainment
  4pm-6pm 42 Romeo Rock Band- Iowa Army Band
  6pm-9pm Breakfast Club- Chicago
  9pm/9:30pm Fireworks- J&M Displays

Fireworks: Mayor Bennett, Kim Downs and I met with Monte Whitlock from J&M Fireworks Display at the end of March to go over pricing and location for display. Budget wise we will be looking at $6,500.00 for a 30-minute

show that is hand launched on Saturday night, August 26th. The price includes the firework display, a 10-million-dollar insurance policy and the staff launch.

Monte Whitlock is located out of Solon, Iowa. He has displayed for Hog Wild Days, Cedar Rapids and Iowa City 4th of July shows and for us last year. City Council entered into a 3-year contact with J & M Displays to allow for good pricing and added free goods if we paid upfront. If we make payment by June we will receive 10% free goods from the contract, we signed last year.

Our Saturday, August 26th show will begin sometime between 9/9:30pm. If there is unpredicted weather we will schedule the rain date for Sunday, August 27th.

Last year's display was a beautiful display but the demonstration location (Park Ball Diamonds) was in close proximity to Milstead Road causing damage to a car that was sitting outside. To eliminate a reoccurrence Mayor Bennett asked the Waterhouse Family if we can use their land since it is the best and safest location for launch. Waterhouse agreed to the land use under the following stipulations-a check for $500.00, cleaned up of debris and required blocking of the private drive (Aka-Langston Drive) behind Mercy Care.

Next steps:

- Fill out a fireworks permit through the Hiawatha Fire Station so that we have the proper emergency backup and follow federal guidelines.
- We would like council's approval to move forward in paying the $6,500.00 early to receive additional free goods. We have $14,000 in sponsorships to pay for this display and other event activities. Kim and I are following up with sponsorships leading up to the event. Attached you will see the display guidelines and contract.
- Agree to enter into a One-day property lease agreement and authorize staff to sign agreement and cut a check in the amount of $500 payable to Barbara Waterhouse.

Thank you for your consideration.

PROPERTY LEASE AGREEMENT

This Property Lease Agreement (the "Agreement") is made this _____day of _____, 2017 by and between Barbra Waterhouse Miller ("Landlord"), and the City of Hiawatha ("Tenant"). Hereinafter the Landlord and the Tenant may be referred to collectively as the "Parties".

The Parties agree as follows:

1. PREMISES AND TERM. Landlord agrees to lease to Tenant the following real estate, situation in Linn County, Iowa located more or less along North 10th Avenue, Hiawatha, Iowa and legally described as follows:

   Auditor's Plat 398 lots C and D lying South Westernly of I-380 and lot B except I-380.

   (the "Property") together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on August 26, 2017 at 6:00 A.M. and ending on August 27, 2017 at 6:00 P.M., upon the condition that Tenant performs as provide in this Agreement.

2. RENTAL FEE/USE. Tenant agrees to pay Landlord the sum of Five Hundred Dollars ($500) for the use of the Property as described above. Tenant shall remove any and all debris created by the firework display, and to block the end of the Mercy Care's private drive (Aka-Langston Drive) to the east.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this Agreement.

4. SURRENDER. Upon the termination of this Agreement, Tenant will surrender the Property to Landlord in good and clean condition.

5. INSURANCE.
   a. Property Insurance. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes

of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

b. Liability Insurance. Tenant shall obtain commercial general insurance in the amounts of $1,000,000 Liability insurance each occurrence and $2,000,000 Liability insurance annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

6. LIABILITY FOR DAMAGE. The Tenant shall be responsible for any damage to the Property, including any damage to the grass associated with the Hiawatha Fun Fest festivities. If there is any damage to the grass following the event, the Parties agree the City shall reseed any damaged grass areas.

7. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses associated by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

8. NOTICES and DEMANDS. All notices shall be given to the Parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. mail, registered or certified, property addressed, return receipt requested, and postage prepaid.

9. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and binding upon the respective successors, heirs, administrators, executors and assigns of the Parties hereto.

10. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant of any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this 19 day of April, 2017

City of Hiawatha-TENANT

_____

By: Bill Bennett, Mayor

101 Emmons Street
Hiawatha, IA 52233

Dated this _____day of _____, 2017

Miller Waterhouse-LANDLORD

_____

Barbara Waterhouse Miller

4151 Blairs Ferry Rd NE
Cedar Rapids, IA 52411

DRAFT

RESOLUTION NO. 17-
City Council

RESOLUTION APPROVING AN AGREEMENT AND PAYMENT FOR USE OF WATERHOUSE PROPERTY AS A LAUNCH SITE FOR THE HIAWATHA FUN FEST FIREWORKS DISPLAY ON AUGUST 26, 2017

WHEREAS, on March 16, 2016, City Council passed Resolution #16-048, authorizing city staff to sign a three (3) year agreement with J & M Displays, Inc. to furnish fireworks display material and personnel to put on a fireworks display during the Hiawatha Fun Fest Celebration including scheduled rain date, with a total cost not to exceed $6,500.00, including free goods by signing a multiple year agreement, and

WHEREAS, city staff deems it necessary to secure a safer location as a launch site for the fireworks display during the Hiawatha Fun Fest Celebration on August 26, 2017, and recommends entering into an agreement with the Waterhouse family to utilize their property near Guthridge Park, and

WHEREAS, the Waterhouse family granted permission for use of their property to launch the fireworks display during the Hiawatha Fun Fest Celebration on August 26, 2017, at a cost of $500.00, and

WHEREAS, funding for payment of the fireworks display, payment for use of launch site and other Hiawatha Fun Fest Celebration activities is available through event sponsorships, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA to authorize city staff to make payment for the expenses required to put on a fireworks display during the Hiawatha Fun Fest Celebration in the amount of $6,500.00, approval of entering into an agreement with the Waterhouse family and payment for the expenses required to secure the use of Waterhouse property as a launch site for the fireworks display in the amount of $500.00, utilizing event sponsorship funding.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 19th day of April, 2017.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk