

COUNCIL  
Keri V. McCann, Mayor Pro Tem  
George W. Ballou  
David Horton  
William F. Taylor  
Diane C. Warrender



Gerald A. Jones, Jr., Mayor

**TOWN OF MOREHEAD CITY, N.C.  
RESOLUTION 2021-R-10**

**ENDORING THE ANNUAL REELIN' FOR RESEARCH, INC. FISHING TOURNAMENT  
AND AUTHORIZING ACTION NECESSARY FOR THE EVENT TO BE HELD  
APRIL 30 - MAY 1, 2021 IN DOWNTOWN MOREHEAD CITY**

**WHEREAS**, Reelin' for Research, Inc. shall be responsible for conducting a major fishing tournament event in Morehead City on Saturday, May 1, 2021. The Reelin' for Research, Inc. Fishing Tournament is established to raise money for the NC Children's Promise, a statewide initiative, which is a year-round campaign to promote the N.C. Children's Hospital. The Town of Morehead City will provide only ancillary services as requested by the Reelin' for Research, Inc. Fishing Tournament; and

**WHEREAS**, Reelin' for Research, Inc. shall engage participation of sponsors to display around the weigh station area on April 30, 2021, from 6:00 a.m. to Saturday, May 1, 2021 at 8:00 p.m. Most other events for the Reelin' for Research, Inc. fishing tournament are being held at Jack's Waterfront Bar; and

**WHEREAS**, Reelin' for Research, Inc. requests the use of the 6<sup>th</sup> Street City Docks and boundary necessary for the event, the use of certain sidewalks within the boundaries of the 6<sup>th</sup> Street City Docks for the location of the weigh-in station for spectators; and

**WHEREAS**, Reelin' for Research, Inc. requests the closure of Evans Street from the south side of 6<sup>th</sup> Street to the north side of 7<sup>th</sup> Street for a family friendly activity area from Friday, April 30, 2021 at 6:00 p.m. until Saturday, May 1, 2021 at 8:00 p.m.; and

**WHEREAS**, Reelin' for Research, Inc. requests to levy such fees as may be necessary to cover those costs associated with the planning, organizing and conducting Reelin' for Research, Inc. and these fees (e.g., registration) shall be in addition to any other City fees of license normally required to cover business activities;

**WHEREAS**, The Tournament requests approval for the consumption of alcoholic beverages within the Tournament areas.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Morehead City, North Carolina, in regular session that it endorses the organization of Reelin' for Research, Inc. Fishing Tournament; and

**BE IT FURTHER RESOLVED**, that the Town of Morehead City, North Carolina authorizes the following:

1. The use of the City Docks located at 6<sup>th</sup> Street and the sidewalks within certain boundaries on April 30, 2021, from 6:00 a.m. to Saturday, May 1, 2021 at 8:00 p.m. for the purpose of weigh-ins pending receipt of boat captain consent letter.
2. The closure of Evans Street from the south side of 6<sup>th</sup> Street to the north side of 7<sup>th</sup> Street Friday, April 30, 2021 at 6:00 a.m. until Saturday, May 1, 2021 at 8:00 p.m., for a family friendly activity area pending receipt of boat captain consent letter.
3. Reelin' for Research, Inc. is declared an independent entity and is not a part of or connected to the Town of Morehead City and is solely responsible for the planning, organizing, implementing and monitoring of the activities.
4. Reelin' for Research, Inc. is solely responsible in its capacity as an independent entity to see such activities are carried out in compliance with all federal, state, and local laws and regulations, and is carried out in a manner protecting the property rights of citizens and ensuring the safety and well-being of citizens attending the activities.
5. Reelin' for Research, Inc. shall have the authority to assign exhibition and vending space and have final approval in activities or vendors allowed to register.
6. The consumption of alcoholic beverages, purchased and distributed under the Alcoholic Beverage Control Commission license issued to participating businesses, is permitted within the designated Tournament area, on May 1, 2021 between the hours of 10:00 a.m. and 8:00 p.m.
7. Reelin' for Research, Inc. shall indemnify, reimburse, keep and hold harmless the Town from any liability on account of any kind of harm or injury [including death], damage, or liability whatsoever to persons, firms, corporations, and property arising out of the occupation or use of the Town streets, sidewalks, parks, parking areas, buildings, toilet facilities, docks and any other property, buildings and facilities owned, leased or under the control of the Town within the areas occupied, used or controlled by the Reelin' for Research, Inc. or any exhibitor or vendor or invitee or from the sale of all foods, goods, products and beverages during the Reelin' for Research, Inc.'s event and also, for any harm, claim or damage which may result directly or indirectly from the Reelin' for Research, Inc.'s failure to carry out this agreement, except the Town shall remain liable for any actions due to the negligence of the Town or its employees or due to the intentional wrongdoing of the Town or its employees. In the event that any suit or proceeding is brought against the Town at law or in equity, either independently or jointly with the Reelin' for Research, Inc. or either of them, on account of any use or occupation of the Town streets, sidewalks, parks, parking areas, buildings, toilet facilities, docks and any other property, buildings and facilities owned, leased, or otherwise controlled by the Town, the Reelin' for Research, Inc. or any vendor, and all foods, goods, products and beverages by any of them, Reelin' for Research, Inc. will defend the Town with total cost accruing to the Reelin' for Research, Inc. including all reasonable attorney fees for the Reelin' for Research, Inc. and Town. The Town of Morehead City may select Counsel of its own choosing to consult with the Reelin' for Research, Inc.'s attorney and/or participate in the defense of such suit or proceeding. In the event of final judgment or decree being obtained against the Town, either independently or jointly with the Reelin' for Research, Inc. or either of them, the Reelin' for Research, Inc., to the extent provided herein, shall pay such judgment and all costs or comply with such decree and pay all costs and expense of whatsoever nature, including interest and fines, and hold the Town completely harmless therefrom. The indemnification and

hold harmless obligations of the Reelin' for Research, Inc. will not be limited in any way by the limits of insurance provided for in the agreement.

8. Reelin' for Research, Inc. shall secure liability insurance effective during the course of the activities. Limits of the policy shall be determined by the City Manager. The kind of insurance required shall include, but not limited to comprehensive general liability, including personal injury, blanket contracting and non-owned auto. The City shall be named as an additional insured.
9. The Town of Morehead City will be recognized as a host and all advertising will acknowledge this.
10. Reelin' for Research, Inc. shall be held responsible for any damage/loss to City property within the designated event boundaries and shall leave the area used broom clean.
11. Reelin' for Research, Inc. will notify all property owners in the vicinity of the event at least two [2] weeks before the event.
12. The City Manager shall be the liaison person to Reelin' for Research, Inc. and shall determine the scope of ancillary City services to be provided to Reelin' for Research, Inc.

**ADOPTED**, this the 9th day of March 2021.

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Gerald A. Jones, Jr., Mayor

Attest:

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Cathy Campbell, City Clerk