

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



Gerald A. Jones, Jr., Mayor

AMENDED
TOWN OF MOREHEAD CITY
RESOLUTION 2021-R-12

**ENDORING THE BIG ROCK/BLUE MARLIN (CRYSTAL COAST TOURNAMENTS, INC.)
FISHING TOURNAMENT AND AUTHORIZING ACTION NECESSARY FOR THE EVENT
TO BE HELD ON THE MOREHEAD CITY WATERFRONT
JUNE 11 - 20, 2021**

WHEREAS, Crystal Coast Tournaments d/b/a The Big Rock/Blue Marlin Tournament (hereinafter called "**The Tournament**"), a private, non-profit corporation in Morehead City, North Carolina, shall be responsible for conducting a major fishing tournament in Morehead City during the dates of **June 11 - 20, 2021**. The Tournament shall engage in promoting sportfishing throughout Carteret County and the State of North Carolina; by promoting conservation among sportfishermen; by raising money for charities and worthwhile community projects; by preserving maritime culture and heritage and by promoting marine education with the Town of Morehead City providing solely ancillary services as requested by The Tournament; and

WHEREAS, The Tournament proposes to engage participation of sponsors to display around the weigh station area, and hold events at ~~the Crystal Coast Civic Center~~ **Big Rock Landing** on Friday, June 11, 2021, from 8:00 a.m. to 10:00 p.m., on Saturday, June 12, 2021, from 8:00 a.m. to 11:00 p.m., on Wednesday, June 16, 2021, from 6:00 p.m. to 10:00 p.m., and on Sunday, June 20, 2021, from 11:00 a.m. to 2:00 p.m., and

WHEREAS, The Tournament requests the closing of certain streets on specified dates in order to establish location and boundary necessary for the events, the use of certain sidewalks within the boundaries of the closed streets for the locations of exhibits, booths, displays, artists and vendors, the use of the Morehead City Boat Docks at Jaycee Park and the use of other City open property for The Tournament activities; and

WHEREAS, The Tournament plans to levy such fees as may be necessary to cover those costs associated with planning, organizing, and conducting The Tournament and these fees (e.g. registration) shall be in addition to any other City Fees or license normally required to cover business activities; and

WHEREAS, The Tournament requests the approval to sell malt beverages and/or unfortified wine with the Tournament areas.

NOW THEREFORE, LET IT BE RESOLVED, by the Town Council of the Town of Morehead City, North Carolina, in regular session, that it wholeheartedly endorses the organization of the Tournament; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Morehead City, North Carolina, authorized the following:

1. The temporary closing of Evans Street between 7th and 8th Streets and at Shepard Street (Tournament Central) June 11-19, 2021, from 2:00 p.m. to 7:00 p.m. each day. The Tournament shall be responsible for providing personnel to manage the ingress and egress of both vehicles and pedestrians during the hours of the tournament.
2. The temporary closing of Shepard Street for the purpose of display and exhibit booths for sponsors during the entire week of the tournament June 11 - 20, 2021. Privately authorized access will be allowed through the parking lot entrance by Red Fish Grill.
3. Police presence for June 11-19, 2021, for daily registration; crowd control during weigh-in on June 14-19, 2021; and traffic control at ~~the Crystal Coast Civic Center~~ Big Rock Landing on Friday, June 11 and Saturday, June 12, 2021, from 6:00 p.m. to 11:00 p.m., on Wednesday, June 16, 2021, from 6:00 p.m. to 10:00 p.m., and on Sunday, June 20, 2021, from 11:00 a.m. to 2:00 p.m.
4. The Tournament shall have the use of one (1) boat slip/dock at Jaycee Park during the entire week of the tournament June 11-20, 2021. The Tournament shall have the use of City parks and other designated open public space within the City upon permission from the Parks and Recreation Department.
5. Having obtained and given proof of all required permits/licenses from the Alcoholic Beverage Control Commission, The Tournament is permitted to sell and distribute malt beverages and/or unfortified wine within the designated Tournament area, on June 11-20, 2021 between the hours of 11:00 a.m. and 12:00 a.m.
6. The Tournament is 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.
7. The Tournament 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.
8. The Tournament shall have the sole authority to assign exhibition and vending space and have final approval on activities of vendors allowed to be registered.
9. The Tournament 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 Tournament or any exhibitor or vendor or invitee or from the sale of all foods, goods, products and beverages during The Tournament's event and also, for any harm, claim or damage which may result directly or indirectly from The Tournament'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 Tournament 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 Tournament or any vendor, and all foods, goods, products and beverages by any of them, The Tournament will defend the Town with total cost accruing to The Tournament including all reasonable attorney fees for The Tournament and Town. The Town of Morehead City may select Counsel of its own choosing to consult with The Tournament'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 Tournament or either of them, The Tournament, 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 Tournament will not be limited in any way by the limits of insurance provided for in the agreement.

10. The Tournament shall secure liability insurance effective during the course of The Tournament activities. The 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.
11. The Tournament shall be held responsible for any damage/loss to Town property within the designated Tournament boundaries and shall leave the areas used broom cleaned.
12. The Tournament will notify all owners within the confines of the street closings two (2) weeks before the event of those City streets which will be closed to traffic for the event.
13. The Town of Morehead City will be recognized as a host and all advertising will acknowledge this.
14. The City Manager shall be the liaison person to The Tournament and shall determine the scope of ancillary Town services to be provided to The Tournament.

ADOPTED this the 11th day of May 2021.

Gerald A. Jones, Jr., Mayor

Attest:

Cathy Campbell, City Clerk