



**RESOLUTION #16-14  
AND  
LONG-TERM SPECIAL EVENTS LICENSE AGREEMENT**

THIS RESOLUTION and AGREEMENT dated this 8th day of September, 2016 by and between THE COLONIAL WILLIAMSBURG FOUNDATION, a non-stock, non-profit corporation created and existing under the laws of the Commonwealth of Virginia, party of the first part ("CWF") and the CITY OF WILLIAMSBURG, a Virginia municipal corporation, party of the second part ("City").

**RECITALS**

On August 11, 2016 CWF delivered to the City of Williamsburg a request for a Long-Term Special Events permit to allow CWF to install an ice rink on Duke of Gloucester Street between the intersections of Duke of Gloucester Street with North Henry Street on the West, and Nassau Street on the East, said rink to be located just east of the Bruton Parish Gift Shop and as more specifically shown on the site plan submitted with such request, said request and site plan attached hereto as Exhibit A. Said proposed ice skating rink will measure forty eight feet by eighty four feet. As part of its request, CWF also proposes to locate the ticket booth and skate rental on Duke of Gloucester Street immediately north of the rink on the rink's western end.

Colonial Williamsburg states in their request that they have or intend to contract with Magic Ice USA, Inc., to install, maintain and operate the ice skating rink. They propose installation of the rink beginning on November 1, 2016 and propose removing the rink by February 28, 2017, and then again for the next two years, from November 1, 2017 through February 28, 2018 and November 1, 2019 through February 28, 2019. Due to the infrastructure required to be installed, the rink as proposed will be installed 24 hours per day for the period requested in the license, but will operate Sunday through Thursday from 12:00 pm to 8:00 pm, and Friday and Saturday from 10:00 am to 10:00 pm.

As required by Sec. 9-44 a of the Williamsburg Code, Williamsburg City Council conducted a duly advertised public hearing at its September 8, 2016 session in order to receive further information from CWF regarding the Application and from the public relative to the Application, the activity and what inconvenience to the public would likely result from the grant of the License applied for.

Based upon the Application and additional information presented at the public hearing, Williamsburg City Council has concluded that grant of the requested License will not present a safety or health risk to participants, spectators or the public or an environmental hazard; that the limited duration of the daily closure of the affected portions of Duke of Gloucester Street and adjacent public sidewalks will not unduly inconvenience the public; that the Program is compatible with the surrounding area, in consideration of anticipated noise, traffic and crowd capacity and that the grant of the requested License will add an additional attraction to the Historic Area for the winter season and serve as a recreational amenity for the community. CWF is exempt from Federal and State Income taxes as required by the Ordinance.

## RESOLUTION AND AGREEMENT

THEREFORE, BE IT RESOLVED that Williamsburg City Council hereby issues to CWF a non-assignable Long-Term Special Events License for CWF personnel to occupy a portion of City's Duke of Gloucester Street, a public street, for the sole purpose of installing, maintaining and operating an ice skating rink subject at all times to the following terms and conditions:

1. This License is for the grant of a license period of four months in each of the next three consecutive years, beginning first on November 1, 2016 through February 28, 2017, and then again on November 1, 2017 through February 28, 2018 and finally from November 1, 2018 through February 28, 2019. During the License Period, CWF and its personnel may limit public access to and occupy the hereinafter described portion of the right-of-way of Duke of Gloucester Street solely for the purpose of installing, maintaining, and operating an ice skating rink.

2. The portion of the right-of-way of Duke of Gloucester Street and adjacent sidewalks covered by this License is a forty-eight (48) foot by eighty-four (84) foot area between the intersection of Duke of Gloucester Street and Henry Street on the West, and Duke of Gloucester Street and Nassau Street on the East, along with the adjacent area to the northwest of said area for ticket sales, and more specifically shown on the site plan attached hereto as part of Exhibit A (the "License Area").

3. The ice skating rink shall be installed, maintained and operated by persons employed or engaged by CWF. Tickets may be sold on the right-of-way as part of the operation of the ice rink. No other goods, foodstuffs, beverages or other items shall be sold or offered for sale on the right-of-way of Duke of Gloucester Street and adjacent public sidewalks. As required pursuant to Code of Virginia (1950), as amended, §15.2-2013, no advertising material may be placed on City right-of-way. Other facilities associated with the ice rink must be located off the right-of-way, except that chilled water lines or other service lines directly serving the rink may be located on City right-of-ways, but must be installed in such a way as to minimize or prevent damage and injury to pedestrians and cyclists, which installation must be approved by the City. In no event may CWF block or otherwise limit access to the public sidewalks located on either side of the licensed area.

4. CWF shall provide all necessary crowd control and shall be primarily responsible to see to the maintenance of public safety and order in the License Area. CWF shall cooperate with the City, and shall further take such reasonable steps that are necessary to mitigate the effect of the installation of the ice rink on pedestrian traffic during Grand Illumination activities, the City's Christmas parade, and any other similar event for which a special event permit has been issued. Such personnel shall promptly notify City's police department and/or fire department in event of emergency, and take all reasonable steps to allow unimpeded access around, and if necessary, in the licensed area in the event of an emergency.

5. At the end of the license period, CWF shall be responsible to remove or ensure proper removal of the ice rink, ticket booth, walls, construction materials or debris of any kind whatsoever, and return the street to its pre-event condition, leaving the License Area in a clean, safe, and sanitary condition. CWF shall be responsible for the cost to repair or replace any public infrastructure, including water, sewer, street or sidewalk facilities which may be damaged as a result of the licensed activity.

6. At all times during the License Period, CWF shall indemnify, and hold harmless the City, its officers, employees and agents ("Indemnitee" or "Indemnitees") from and against any and all claims, causes of action, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the License Area as well as against any other claim or cause of action asserted against one or more Indemnitees due to, arising out of or relating to and to the extent caused by any act or acts of omission or commission of CWF or its officers, agents, employees or contractors in the course of occupying and using the License Area pursuant to this License (the "Liability"). CWF shall at its own cost and expense, defend against any and all suits or actions (whether just or unjust) that may be brought against any or all of the Indemnitees because of any Liability; provided that CWF is given prompt notice of the suit or action. The Indemnitee shall have the right to participate in such defense through its counsel. This indemnity shall further include reimbursement to City of reasonable attorneys' fees and costs incurred by the City in seeking to enforce this section 6.

7. During the License Period, CWF shall at all times maintain in force general liability insurance coverage in conformance with City Code Sec. 9-44 and at all times comply with all other applicable requirements of Chapter 9, Article II of the City Code as well as with all other applicable ordinances, laws and regulations.

8. This License is subject to revocation or suspension in accordance with Sec. 9-43 of the Williamsburg Code in event of violation of the terms and conditions set forth hereinabove.


BE IT FURTHER RESOLVED that the Vice Mayor of the City of Williamsburg is hereby authorized and directed to sign this Resolution and Long-Term Special Events License Agreement on behalf of the City of Williamsburg and to cause a fully signed copy thereof to be delivered to The Colonial Williamsburg Foundation as Licensee.

CWF has caused this Resolution and Long-Term Special Events License Agreement to be signed by its President and thereby agrees to all of the above-stated terms and conditions.

APPROVED

Dated: September 8, 2016

ATTEST:   
Gerry S. Walton, City Council Clerk

  
D. Scott Foster, Vice Mayor

THE COLONIAL WILLIAMSBURG  
FOUNDATION

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
Mitchell B. Reiss, President