

ORDINANCE NO.: 2025-39

FIRST READING July 14, 2025

INTRODUCED BY: CHRIS BERGER

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE CONTRACT BETWEEN MARIA DIDONATO DOING BUSINESS AS HIP TO THAT (COLLECTIVELY "THE BAND") AND THE VILLAGE OF SOUTH RUSSELL FOR MUSICAL SERVICES FOR THE 2025 FALL FESTIVAL IN AN AMOUNT NOT TO EXCEED \$400, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to retain certain entertainment services for the 2025 Fall Festival, including Hip to That ("The Band");

WHEREAS, The Band is in the business of providing such entertainment services and has provided the Village of South Russell with a proposed contract ("Contract"), a copy of which is attached hereto and incorporated herein by reference as Attachment 1; and

WHEREAS, Council desires to approve such Contract with The Band.

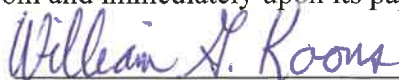
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Contract, attached as Attachment 1, between The Band and the Village of South Russell for musical services for the 2025 Fall Festival in an amount not to exceed \$400 is hereby approved pursuant to the Contract's terms and conditions.

SECTION 2. The Mayor is hereby authorized to execute the Contract on behalf of the Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to secure the Contract for the upcoming Fall Festival; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2025-39 was duly enacted on the 14th day of July, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

PRIVATE EVENT MUSIC CONTRACT

This contract is made on this day of 6/13/2025 between VILLAGE OF SOUTH RUSSELL (the "Village") and MARIA DIDONATO for the hiring of her band Hip to That (collectively the "Band") as an independent contractor to perform for a fall festival at South Russell Village Park located at the address 1000 Bell Rd, Chagrin Falls, OH 44022. It is agreed as follows:

1. The parties agree that the time and place of the festival will be at South Russell Village Park (the "Venue") located at 1000 Bell Rd, Chagrin Falls, OH 44022 on Sunday October 5, 2025 from approximately 1:30-4:30pm.
2. Compensation for the event will be \$400 dollars, payable by a check made to Maria DiDonato, Venmo, or cash.
3. If a cancellation occurs before the Band arrives to the site/is in transit to the site, Band is owed half the fee (\$200). If cancellation occurs after the Band is on site/is in transit to the site, the Band is owed the full fee.
4. In the event the festival cannot reasonably be put on because of unpredictable occurrences such as a natural disaster, government shutdown, or illness/disability of any member of the Band, no money is owed to the Band. No further damages may be sought for failure to perform because of force majeure.
5. The Village will secure sufficient parking for 2 cars driven by the Band members.
6. The Village warrants that the Venue will be of sufficient size to safely conduct the event, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. The Village maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
7. The Village holds the Band harmless for any claims of property damage or bodily injury caused by ceremony attendees.
8. If any portion of the contract is in conflict with any applicable law, such portion will become inoperative, but all other portions of contract will remain in force.
9. The contract will be interpreted according to the laws of the State of Ohio.

The below-signed warrants s/he has authority to sign and be bound by this contract.

VILLAGE OF SOUTH RUSSELL

By: William A. Koons
Mayor Koons

Date: 7-14-25

HIP TO THAT

By: Maria DiDonato
Maria DiDonato, Owner

Date: 6/23/2025