ORDINANCE NO.: 2025-52 FIRST READING September 8, 2025

INTRODUCED BY: CHRIS BERGER THIRD READING WAIVED

ORDINANCE APPROVING THE CONTRACT BETWEEN FLOWER ENTERTAINMENT, INC. AND THE VILLAGE OF SOUTH RUSSELL FOR VARIOUS SERVICES FOR THE 2025 FALL FESTIVAL IN AN AMOUNT NOT TO EXCEED \$3,100.00, 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 Party Pals with a mobile farm, Bubble Wanda, and face painting;

WHEREAS, Flower Entertainment, Inc. ("FEI") 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 <a href="https://doi.org/10.1007/j.com/nc-russell-with-reference-n

WHEREAS, Council desires to approve such Contract with FEI.

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

SECTION 1. The Contract, attached as <u>Attachment 1</u>, between FEI and the Village of South Russell is hereby approved pursuant to the Contract's terms and conditions in an amount not to exceed \$3,100.00.

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:

Daniele Romanowski

Fiscal Officer

I certify that Ordinance No.	2025	-52	was du	y enacted	on the	<u>چ</u>	3 14	day	of
SEPTEMBER, 2025, by the	Council	of the	Village	of South	Russell,	and	publis	shed	in
accordance with the Codified Ordina	inces of t	he Vill	age.						

Danuère Romanowski Fiscal Officer

NO EVENT IS CONFIRMED UNTIL WE RECEIVE THE SIGNED CONTRACT
Flower Entertainment, Inc.
2165 Garden Dr.
Wickliffe OH 44092
Phone 440 944-0278 Fax 440 944-2453

Contract #: 539 Village of South Russell Libby Sharkey

Date & Time of Show: 10/5/2025 1:00 to 5:00 PM Location of Event: South Russell Park 1000 Bell St Chagrin Falls Contact at Event: Libby

Total Fee: \$3100.00

\$1000.00 deposit to be returned along with one copy of signed contract

Please write date of show on memo area of the check
Please give balance to Rainbow Rae, **upon arrival**, in a sealed envelope
\$2100.00 balance to be paid to **Flower Entertainment Inc.** on the day of the show.

Party Pals will bring their Mobile Farm & 3 Ponies for rides 1-5 PM
Taraka will be Face painting 1-4 PM
Rainbow Rae will be Face painting 1:30-4:30 PM
Sue will be Face painting 2-5 PM
Bubble Wanda will bring Bubble fun 2-4 PM

Cell phone for use only on the day of show in case of emergency. Thank you! 440.476.7628

Note: Please provide a table & chairs for face painters, airbrush & henna artists, or caricature artists. Magicians require enough space for their magic case and kids to sit in front of them. Bubble & foam machines requires power & water access. Airbrush artists need access to power. Entertainers need shade, a tent or indoor accommodations in extreme heat. If you put them in the direct sun, the show will not proceed & your full balance will be due. Please be considerate. If you cannot provide, please inform us prior to the event date.

TERMS OF THE CONTRACT:

- 1. Cancellation Policy: Should the customer booking the performer decide to cancel the performance with less than 48 hours notice to Flower Entertainment Inc. (FEI) except in the case of natural disaster such as fire or flood or inclement weather: That the customer agrees to forgo the deposit to Flower Entertainment Inc. If booking is made less than 7 days prior to the event date and customer needs to cancel, customer must obtain a verbal or written cancellation confirmation or deposit is non-refundable and will be paid to the artist that was booked for the event.
- 2. Flower Entertainment Inc. reserves the right to cancel any performance in the case of an emergency. Such as death of entertainer, verified illness, acts of God, or inclement weather; provided however that if FEI cancels pursuant to this section, FEI shall refund Customer's \$1,000.00 deposit. Flower Entertainment Inc. reserves the right to select an alternate Performer/Artist in the event the booked entertainer cannot fill the event.
 - 3. The customer hereby agrees that they can only book additional shows or any leads obtained as a result of the Performer/Artists appearance through Flower Entertainment Inc. for up to 24 months after this booking. This term is to protect FEI from entertainers and clients subverting our services to acquire entertainers for future events.

Flower Entertainment Inc. rep.	Client (0) 70 - X
_Stacy Kern-Fowler	Client Willeam L. Koars
Date: 7/23/2025	9-9-25

"Courtesy is a small act but it packs a mighty wallop." —Lewis Carroll