Introduced by _____ Council Bill No. _____R 132-07_____

A RESOLUTION

authorizing an agreement with The Curators of the University of Missouri to allow use of University property for the Fourth of July Celebration and Fireworks Display.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with The Curators of the University of Missouri to allow use of University property for the Fourth of July Celebration and Fireworks Display. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2007.

ATTEST:

_____ _____

City Clerk Mayor and Presiding Officer

APPROVED AS TO FORM:

_____

City Counselor

LEASE OF FACILITIES

This Lease of Facilities is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri (hereafter "University") and the CITY OF COLUMBIA, MISSOURI, a charter city of the State of Missouri (hereafter "City").

WITNESSETH:

WHEREAS, the City is planning a celebration for the general public for the purpose of commemorating the annual Independence Day of this nation on July 4, 2007 and is desirous of utilizing certain facilities and services of the University of Missouri for presentation of the celebration; and

WHEREAS, University is agreeable to assisting City by making available through this Lease certain of its facilities and services for the Independence Day Celebration;

NOW, THEREFORE, in consideration of the lease payment hereinafter provided and the covenants, agreements and conditions hereinafter stated, the University and City do agree as follows:

The University does hereby lease to City and City does hereby take as Lessee the property, facilities and appurtenances thereto located on the campus of the University of Missouri-Columbia generally described as follows:

-West side seating area and north concourse area of Memorial Stadium
-Portion of the Memorial Stadium Press Box as mutually agreed and subject to staff supervision at City's expense for a sponsor viewing area
-Small area of the track/field area on the west side of Faurot Field (at the bottom of the Memorial Stadium west side seating area) for staging for musical acts during event. Members of the general public will not be permitted on Faurot Field.
-Pyrotechnics Launch Site southeast of Hearnes Center
-City shall be permitted to place promotional signage during the period June 18 - July 4, 2007 at the following locations: on the chain link fence outside Memorial Stadium along Stadium Boulevard and on the electronic display on the north side of the scoreboard at the north end of Memorial Stadium
-Use of Memorial Stadium video board during event for placement of "Fire in the Sky" logo

City shall be granted access to the property commencing at 12:00 PM on Monday, July 2nd, 2007 and continuing until 8:00 AM on Friday, July 6th, 2007. City shall also be granted non-exclusive access to parking areas during the event as are normally utilized for University of Missouri-Columbia football games, except for those areas closed to the public due to construction. The event will be open to the general public commencing at 6:00 p.m. and continuing until approximately 10:30 p.m. on July 4, 2007.

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COL, CITY OF
INDEPENDENCE DAY CELEBRATION

1. The rental to be paid by the City for the use of property, facilities and appurtenances set forth above shall be Ten Dollars ($10.00), payable upon execution of this Agreement, the receipt of which is hereby acknowledged by University by its execution of this Agreement.

2. The University covenants and agrees:

a. That it will put City in possession of said property, facilities and appurtenances and the City, paying the rent herein reserved and observing and performing the several covenants and stipulations herein provided to be performed on its part, shall peaceably hold and enjoy the property, facilities and appurtenances during the term above set forth, without any interruption by University or any person rightfully claiming under University.

b. That University will provide on July 4, 2007 at City's expense a reasonable number of University employees as mutually agreed in writing to assist in presenting the event, including set-up, traffic control, clean-up, environmental health and safety.

c. That University reserves the exclusive right to operate concessions during the event. Net proceeds from the sale of any such concessions shall first be applied to reimbursing University for expenses incurred by University which are the responsibility of City pursuant to this Agreement. Any excess proceeds shall be shared by University and City in equal proportion. University shall provide City reasonable documentation to confirm revenues generated and expenses incurred. In the event concession proceeds are not sufficient to reimburse all of University's expenses pursuant to this Agreement, City shall reimburse University for any shortfall immediately upon receipt of invoice from University.

3. The City covenants and agrees:

a. To utilize the property, facilities and appurtenances herein leased only for the sole and exclusive purpose of presenting an Independence Day Celebration for the general public on the day of July 4, 2007 and to utilize said premises for no other purpose whatsoever.

b. That the general public will be admitted to and have access to the property, facilities and appurtenances only on the date the Independence Day Celebration is taking place. General public will be expected to comply with University's existing policies regarding access to the premises, including but not limited to its prohibited articles policies.

c. Not to make any alterations or changes of whatsoever nature in or to any of the property, facilities or appurtenances herein leased without first having obtained the prior written consent of University, and to take good care of and fairly treat the property, facilities, and appurtenances herein leased and to keep the same free from filth and danger of fire or any nuisance and to return the same to University at the end of this Lease in the same condition as received, ordinary wear and tear excepted.

d. To accept the property, facilities and appurtenances thereto in their present condition (as is) and to, by utilization of barricades or such other device as City deems appropriate, secure the general public from access to any hazardous conditions whether the same are in existence at the time of this Lease or are created by City.

e. That if the City, in its discretion, deems the presently existing lighting to be insufficient, that City will first obtain the prior written approval of the University prior to making any modifications and/or additions to the presently existing University lighting facilities.

f. To provide an adequate number of trained police to control traffic and parking leading to the property herein leased as well as assisting the University Police if requested to control the conduct of the general public on all property herein leased. It is expressly acknowledged and agreed between the parties that the presence or consumption of alcoholic beverages on the property herein leased is strictly forbidden.

g. To provide sufficient fire equipment and personnel at all times during the Independence Day Celebration and specifically during any fireworks displays to have such equipment and personnel on stand-by at appropriate locations. The parties agree that the City will pay particular attention to the University's facilities in the immediate vicinity of the fireworks display, including but not limited to the Memorial Stadium, Hearnes Center, Mizzou Arena and Providence Point.

h. To provide and maintain on the leased premises sufficient first aid stations maintained by properly trained medical personnel during all hours that the Independence Day Celebration will be open to the general public.

i. To provide University written notice not later than June 18, 2007 of any desired activity to be carried on as part of the Independence Day Celebration and that University shall have the sole discretion and authority to disapprove of any activity which would be deemed by University to be in violation of any existing University regulation or hazardous to University property and facilities.

j. That if the City is desirous of presenting a fireworks display on the evening of the Independence Day Celebration, that such fireworks display will be set off only at the location southeast of the Hearnes Center on the access road to Providence Point, or at such other location as University shall approve in writing upon consideration of the weather conditions and prevailing winds and that such fireworks display will be set off in such a manner as to not endanger the general public or the property and facilities of University and that City will, prior to June 18, 2007, provide University with written documentation that the personnel in charge of the fireworks display are properly licensed, insured, experienced and competent in the business of carrying out fireworks displays. City will coordinate such activities with University's Safety Representative.

k. That City assumes all risks and liability for and does hereby agree to defend, indemnify and save harmless University, its officers, agents and employees from and against any and all loss of or damage to property, or

injuries to or death of any person or persons, including property of the University and shall defend, indemnify and save harmless the University, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any and all nature whatsoever in any way resulting from or arising out of, directly or indirectly, City's occupancy of any portion of the property herein leased, including acts of commission or omission of employees, representatives, or agents of the City, it being understood that the responsibilities and obligations assumed by the City hereunder shall apply to injury and/or property damage occurring off of the property herein leased as a result of the activities of the City taking place on the property herein leased as well as to all property damage and injury occurring as a result of City's use of the property herein leased.

l. That City will provide insurance coverage for the term of this Agreement as follows:

> Commercial General Liability coverage in an amount not less than $2,000,000 combined single limit, per occurrence and aggregate. This liability coverage must be in comprehensive form. Further, the coverage must include a "Separation of Insured" provision and must include The Curators of the University of Missouri, its officers, agents and employees as "additional insureds." A certificate of insurance is to be provided the University's Director of Risk & Insurance Management, 6 Clark Hall, Columbia, MO 65211 no later than June 25, 2007. This certificate is to evidence the above coverage exists and must provide a mandatory ten day notice to University in event of policy cancellation or material change to policy.
>
> Automobile Liability coverage shall be provided on any and all vehicles which are used by City pursuant to this Agreement. Also, Workers Compensation shall be provided by City on any and all of its workers who participate in these activities. Certification of these coverages will be provided to University upon request.

m. That if the City defaults in the performance or observance of any of the covenants, terms or condition contained herein to be performed by City, then after five (5) days written notice setting forth the default, the default shall continue by City, the University shall have the right to terminate this Agreement by giving written notice of such termination to City and upon such notice City shall have no further rights hereunder.

n. That University may use its own personnel to clean up the facilities after completion of City's usage thereof on July 4, 2007 and City hereby agrees to pay for the expenses incurred in cleaning the facilities.

o. That City will reimburse University for the cost of all electricity

and water used by the City during the term of this Agreement. Reimbursement will be based upon meter readings taken immediately before and after the term of this Agreement.

4. University and City do hereby agree, stipulate and acknowledge that, though this Agreement is made possible by governmental cooperation, by entering into this Agreement they are not to be considered partners, co-partners, or as joint venturers in the presentation of the Independence Day Celebration since such celebration will take place under the auspices and authority of the City of Columbia, Missouri.

5. Unless otherwise specified herein, written notices called for herein will be served by addressing the same to Jacquelyn K. Jones, Vice Chancellor For Administrative Services, 319 Jesse Hall, University of Missouri-Columbia, Columbia, MO 65211-1240 for service upon University and to Mr. Bill Watkins, City Manager, City Hall, Columbia, MO 65201 for service upon City.

6. The University and City agree that this Agreement shall not be assignable by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates below their respective signatures, said Agreement to become effective as of the later date.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Mary L. Sapp
Signature
Mary L. Sapp
Director, UM Business Services
Title

5/25/07
Date

CITY OF COLUMBIA, MISSOURI

Signature
H. William Watkins
City Manager
Title

Date

APPROVED AS TO LEGAL FORM

Source:

Michael J. Hood

Fiscal Impact

X YES

NO

Other Info.

Agenda Item No._____

TO: City Council

FROM: City Manager and Staff

DATE: May 21, 2007

RE: MU July 4th Agreement

EXECUTIVE SUMMARY:

This resolution authorizes the City to enter into an agreement with the University of Missouri for lease of University property for the annual Fourth of July Fireworks Program.

DISCUSSION:

In the past, the City of Columbia has entered into an agreement with the University of Missouri for the lease of the University property associated with the annual Fourth of July fireworks. The event will be held at the Memorial Stadium on University property and spectators will be allowed into the football stadium to view the display. This event is sponsored by the City of Columbia, Columbia Parks & Recreation Department, U.S. Cellular and KMIZ -TV.

Under the terms of this Agreement, the City provides to the University a Certificate of Insurance for the activity and agrees to pay the associated charges for the activity. The Parks and Recreation Department has $1,600 budgeted for this activity. KMIZ is coordinating fundraising to absorb any costs above this budgeted dollar amount.

SUGGESTED COUNCIL ACTION:

Approve the resolution authorizing the City Manager to enter into this Agreement with the University of Missouri.