Introduced by _____ Council Bill No. _____R 147-13_____

A RESOLUTION

authorizing an agreement with the Memorial Day Weekend - Salute to Veterans Corporation for an air show to be held at Columbia Regional Airport May 21 - 26, 2014; authorizing the City Manager to provide support services for the Memorial Day activities planned by that organization; and authorizing a parachute jump onto Broadway.

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 Memorial Day Weekend - Salute to Veterans Corporation for an air show to be held at Columbia Regional Airport May 21 - 26, 2014. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is authorized to provide support services for the Memorial Day activities planned by the Memorial Day Weekend - Salute to Veterans Corporation within the constraints of the city budget and taking into consideration the limited resources and operational duties of the various city departments.

SECTION 3. Memorial Day Weekend – Salute to Veterans Corporation is authorized to provide for a parachute jump onto Broadway in connection with the annual Salute to Veterans Parade in downtown Columbia.

ADOPTED this _____ day of _____, 2013.

ATTEST:

_____ _____

City Clerk Mayor and Presiding Officer

APPROVED AS TO FORM:

_____

City Counselor

AGREEMENT

This agreement, made and entered into this _____ day of _____, 2013, by and between Memorial Day Weekend - Salute to Veterans Corporation, a Missouri not-for-profit corporation ("Corporation"), whose address is c/o Mrs. Mary McCleary Posner, Chairman, 303 West Boulevard South, Columbia, Missouri 65203, and the City of Columbia, a municipal corporation ("City"), whose address is P.O. Box 6015, Columbia, Missouri 65205.

RECITALS

A. City is the owner and operator of the Columbia Regional Airport (the "Airport") located in Boone County, Missouri; and

B. Corporation is sponsoring Salute to Veterans ("Event") and Corporation wishes to conduct the Event on the airfield located at the Airport; and

C. City is willing to grant Corporation the privilege of using certain Airport Property and facilities for the Event.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Corporation agree as follows:

1. Description of Event. The Event shall be comprised of the aerobatic and static display of aircraft and related exhibits, a static antique automobile show together with the sale of food for consumption on the Airport grounds and entertainment events and related activities. Corporation shall provide to the Airport Manager a tentative agenda of events, including a description of types and number of air displays and performances identical to that filed with the Federal Aviation Administration (FAA) not later than forty-five (45) days in advance of the event. City shall provide approval within ten (10) working days. Corporation will notify City thereafter of any changes in the agenda as they occur.

2. Event Area. The Event will be conducted at the Airport in the areas depicted as "secured tarmac" in Exhibit A, attached hereto (the "Premises").

    a. Control. City grants corporation exclusive control, subject to the rights of tenants and the provisions of this agreement, to control activities taking place on the premises during the time period of the event.

3. Time Period. The Event will take place on the Premises on May 21, 22, 23, 24, 25 and 26, 2014. Corporation shall coordinate setup prior to air show dates with the Airport Manager. Setup shall not affect tenant operations. Corporation may occupy the Premises for twenty-four (24) hours after completion of the last air show for

purposes of cleaning the Premises and removing aircraft and other equipment used in the Event.

4. Closing Field and NOTAMS. City agrees to close the Airport to air traffic during aerobatic demonstrations which take place during the hours of the Event and the press show, if any, except for declared emergencies and scheduled air carriers. Corporation shall cooperate with the Airport Manager in providing the necessary information to the FAA so the appropriate NOTAMS will be published as required by law.

5. FAA Waiver. City shall provide Corporation with the information necessary to obtain waivers required for the conduct of the event at the Airport from the FAA.

6. Vehicles. All vehicles driven within the Premises will be under the direct supervision and responsibility of Corporation's personnel. Corporation's use of service and VIP transportation vehicles on Airport grounds, excluding spectator parking and ingress and egress areas, must be approved in advance by City, and Corporation will issue placards to be displayed on the front windshield to identify approved vehicles to include setup and tear down times.

7. Insurance and Indemnification. Corporation shall indemnify and hold harmless the City, its agents, employees and assigns from any and all claims or liability (including reasonable attorney's fees and costs) incurred or suffered by City by reason of there having been asserted against City any liability or claims arising from the Event either directly or indirectly. Corporation shall, at its sole expense, provide public liability insurance to cover all damages arising from or in connection with the event, directly or indirectly, and shall furnish City a certificate of insurance therefor at least ten (10) days prior to the Event in an amount not less than $2,000,000.00 combined single limit for both personal injury and/or property damage naming City as additional insured. Corporation agrees that the certificate of insurance shall specify that it is issued for an "Air Show for Hire" and specify for coverage the dates it shall occupy City's premises. City shall not be responsible for carrying liability insurance or any insurance coverage on any of Corporation's property to be used in the Event or to be located on the Airport property. City shall not be responsible for damage or injury of any nature to any vehicle or aircraft used in the Event or to any Event patron, worker, volunteer or concessionaire.

8. Security. Corporation shall coordinate the efforts of the Missouri State Highway Patrol, the Boone County Sheriff's Department, the Columbia Police Department and Airport Safety Personnel for crowd control, parking and general ground security on the Premises before and during the Event. All security and crowd control plans shall be submitted by Corporation to and approved by Airport Safety not less than ten (10) days before the commencement of the Event. This agreement does not delegate any police authority to Corporation or to any of its officers or agents.

Corporation recognizes that the Columbia Police Department shall not enforce any rules imposed by Corporation limiting expressive activities.

9. Federal, State, City and County Regulations. Corporation and its agents and representatives agree to conduct the Event in compliance with all applicable Federal, State, City and County laws, regulations and ordinances (the "Laws"), and the judgment entered by the United States District Court, Western District of Missouri, Central Division, on March 31, 2006, in the case styled *Wickersham, et al. v. City of Columbia, et al.* (the "Judgment"), affirmed by the Eighth Circuit on March 22, 2007. The Corporation and its agents and representatives further agree that any signs and/or advertisements it posts or publishes on or in City property or media, or elsewhere, pertaining to regulation of First Amendment activities on the secured tarmac during the Event will strictly follow the provisions of paragraphs 1, 2, 3, and 4 and a and b of the Judgment, and will not contain any provisions concerning regulation of First Amendment activities that are inconsistent with the Judgment. It is also understood that the Corporation must post and maintain the Air Show rules in a size similar to that posted in 2006 by each entrance gate during the Air Show and that these postings will clearly notify the public of their First Amendment rights as set out herein. The Corporation recognizes that if it fails to abide by the provisions of this paragraph, the City does not intend to allow the Corporation to conduct future air shows at the Columbia Regional Airport.

10. Proceeds/Financial Responsibility. Corporation shall have the exclusive right to handle, control and keep custody of funds derived from the Event or from any other source in any way connected with the Event and shall have the sole right to all proceeds derived therefrom. Corporation will be liable for all debts and financial obligations resulting from the Event and shall be solely responsible for arranging for and contracting with all performers, concessionaires and amusement companies.

11. Concessions, Services and Entertainment. Corporation shall arrange for and supervise all concessions, services, entertainment or other amusements (collectively "Concessions") for the event. City shall not be responsible for providing any utilities for concession operators ("Concessionaires"). No Concessionaire shall have the right to operate or sell anything on City property without prior written approval from the Corporation, except current lease holders. Compliance with Federal, State, City and County laws, regulations and ordinances as they may pertain to ticket sales, Concessions, operation of amusements and food service shall be the responsibility of the Corporation. Corporation shall be responsible for compliance with business license and liquor license regulations of City. Corporation agrees that it and all persons or entities selling goods or services at the Event are required to obtain all applicable City business and liquor licenses prior to conducting business at the Event.

12. Transient Plane/Aircraft Parking. Corporation shall be responsible for the supervision, control and containment of all transient plane/aircraft parking working in

conjunction with tenant whose business it is to provide for transient airport services. City shall designate to Corporation the areas where the aircraft shall be parked and the ingress and egress taxi routing to and from the parking areas. Plans for transient plane/aircraft parking shall be furnished to City not less than ten (10) days prior to the Event.

13. Media. Corporation shall be responsible for all advertising and promotion of the Event. All advertising for the air show must state the name of the Corporation as the producer of the air show.

14. Control Tower. Corporation shall coordinate the Event with the FAA Control Tower personnel located at the Airport. All air traffic control prior to, during, or after the air show and the press show shall be conducted by the Airport's Traffic Control Tower personnel.

15. First Aid Station. Corporation shall provide on the Premises a first aid center for the treatment of minor injuries. Corporation shall arrange for and be responsible for the required ground ambulance coverage in accordance with the terms of the FAA Waiver.

16. Crash, Fire, Rescue. The City shall provide crash, fire and rescue protection services, surveillance and equipment during the Event.

17. Set-Up. Corporation shall coordinate all set up activities on the Premises with City.

18. Trash, Sanitation, and Water. Corporation shall be responsible for the containment, pick up and disposal of all trash and garbage related to and resulting from the Event. Corporation shall, by twenty-four (24) hours following completion of the Event, complete the clean up of the Premises, and remove all trash from the Airport. Corporation shall also be responsible for and shall provide a sufficient number of portable toilets to be located on the Premises and drinking water for use by and benefit of the general public attending the Event.

19. Notices. Notices required or desired by Corporation or City to be given shall be sent by U.S. Mail, postage prepaid to Corporation and City at their respective addresses listed below or presented in person:

City: Airport Manager
Columbia Regional Airport
11000 S. Airport Drive, Building 9
Columbia, MO 65201

Corporation: Memorial Day Weekend - Salute to Veterans Corporation
c/o Ms. Mary McCleary Posner, Chairman
303 West Boulevard South
Columbia, MO 65203

20. No Joint Venture. In no event shall the City and Corporation be deemed or construed to be joint venturers or partners.

21. Tenant Rights. Tenants maintain their rights to use Airport facilities. It is the responsibility of Corporation to coordinate the use of specific tenant use areas directly with the tenants affected.

22. No Reassignment of Responsibilities. Corporation may not reassign obligations or responsibilities without approval of City.

23. Emergency. In the event of emergency, City reserves the right to terminate this Agreement, cancel the Event and require removal of the Event and all related equipment from the Premises without any liability to Corporation therefor.

24. Parking. Parking for patrons of the Event shall be permitted only in the area shown on Exhibit A. Corporation shall coordinate adequate numbers of personnel to facilitate orderly parking. Corporation will prepare and display signs directing Event patrons to the approved parking areas.

25. Sole Benefit of Parties. This agreement is for the sole benefit of the City and the Corporation. Nothing in this agreement is intended to confer any rights or remedies on any third party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Corporation have executed this Agreement on the date first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

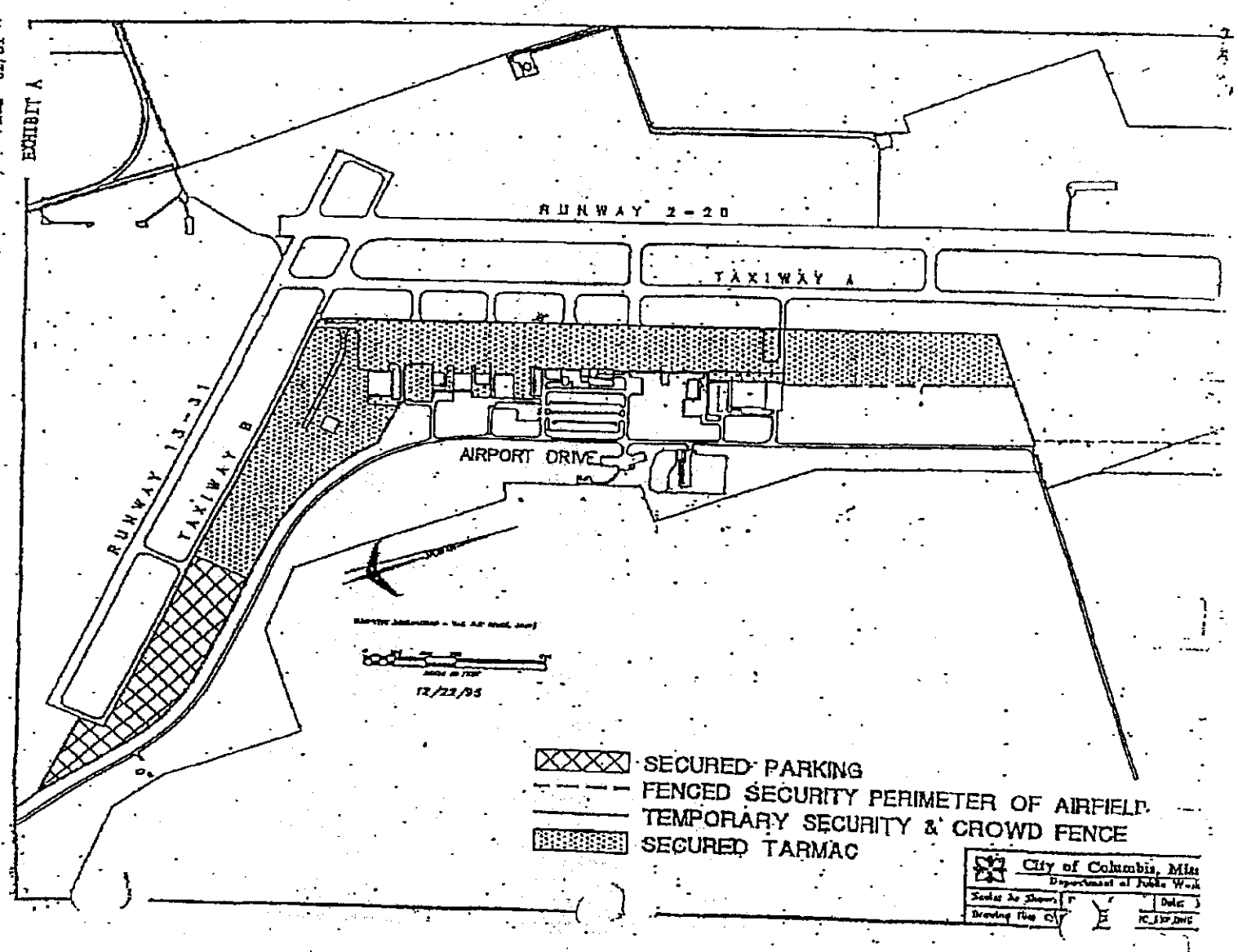
_____
Nancy Thompson, City Counselor

MEMORIAL DAY WEEKEND -
SALUTE TO VETERANS CORPORATION

By: _____
Mary McCleary Posner, Chairman

ATTEST:

_____


EXHIBIT A
RUNWAY 2-20
TAXIWAY A
RUNWAY 13-31
TAXIWAY B
AIRPORT DRIVE
12/22/95
SECURED PARKING
FENCED SECURITY PERIMETER OF AIRFIELD
TEMPORARY SECURITY & CROWD FENCE
SECURED TARMAC
City of Columbia, Mis

Source: City Manager

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Aug 5, 2013

Re: Memorial Day Weekend Air Show

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an agreement with Memorial Day Weekend - Salute To Veterans Corporation for an air show at Columbia Regional Airport to be held on Memorial Day weekend. The agreement is substantially the same as agreements entered into with the organization for previous air shows.

DISCUSSION:

The proposed agreement would allow the Memorial Day Weekend - Salute To Veterans Corporation to use a designated portion of the Columbia Regional Airport from May 21 through May 26, 2014, for the aerobatic and static display of aircraft and related exhibits, a static antique automobile show, food sales and entertainment events. The organization is responsible for coordinating security, parking, concessions, clean-up and trash disposal. The agreement states that the Corporation will abide by the judgment of the District Court in the Wickersham case and that the Columbia Police Department will not enforce any rules imposed by the Corporation limiting expressive activities.

The resolution authorizing the agreement also authorizes a parachute jump onto Broadway and authorizes the city manager to provide support services for the organization's Memorial Day activities within the constraints of the budget and taking into consideration the limited resources and operational duties of the various City departments.

FISCAL IMPACT:

None.

VISION IMPACT:
http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

4.3.2 Encourage events that bring various cross-sections of the community together.

SUGGESTED COUNCIL ACTIONS:

Passage of the resolution.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		**Program Impact**		**Mandates**	
City's current net FY cost	$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	$0.00	Duplicates/Expands an existing program?	No	**Vision Implementation impact**	
Amount of budget amendment needed	$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		**Resources Required**		Vision Impact?	Yes
One Time	$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	4.3.2
Operating/ Ongoing	$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	