City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 145-15

Department Source: City Manager

To: City Council

From: City Manager & Staff Council Meeting Date: 9/8/2015

Re: Roots N' Blues Written Operations Agreements - 2015

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Operations Agreements

Supporting documentation includes: none.

Executive Summary

Staff has prepared for Council consideration a written operations agreement for the RBBQ Festival being held in Stephens Lake Park September 22 - 28, 2015, including festival set-up and breakdown.

Discussion

The written operations agreement addresses the following areas: festival layout plan (technical map), traffic plan, ADA plan, trash/recycling plan, security plan, traffic management plan, parking and shuttle plan, insurance requirements, etc. This year's agreement also includes an additional agreement to participate in an activity known as the Adventure Tree as a part of the festival.

The City Event Committee has reviewed and supports the information provided in the agreement.

Fiscal Impact

Short-Term Impact: n/a Long-Term Impact: n/a

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Arts and Culture, Community Character, Community Pride and Human Relations,

Parks, Recreation and Greenways

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Livable & Sustainable Communities

Suggested Council Action

If Council agrees, approval of the legislation is recommended.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Legislative History

R158-13 Authorizing an Operations Agreement with Thumper Productions, LLC for the 2013 Roots N' Blues N' BBQ Festival (...)

R149-14 Authorizing an Operations Agreement with Thumper Productions, LLC for the 2014 Roots N'

Blues N' BBQ Festival (...)

Department Approved

City Manager Approved

Introduced by	У	Council Bill No	<u>R 145-15</u>			
	A RESOLU	JTION				
	authorizing an operations a Productions, L.L.C. for the 2015 R at Stephens Lake Park; author Adventure Tree, L.L.C. for an act BBQ Festival.	oots N Blues N BBQ Fea prizing an agreement	stival with			
BE IT RESC FOLLOWS:	BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:					
agreement w Stephens La	SECTION 1. The City Manager is hereby authorized to execute an operations agreement with Thumper Productions, L.L.C. for the 2015 Roots N Blues N BBQ Festival at Stephens Lake Park. The form and content of the operations agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.					
Adventure Tr Festival. Th	ION 2. The City Manager is hereboree, L.L.C. for the adventure tree are form and content of the agreer trached hereto and made a part here	activity at the 2015 Roo nent shall be substanti	ts N Blues N BBQ			
ADOF	PTED this day of		_, 2015.			
ATTEST:						
City Clerk		Mayor and Presiding C	Officer			
APPROVED	AS TO FORM:					

City Counselor

Operations Agreement

The Roots N Blues N BBQ Festival – Stephens Lake Park September 22-28, 2015

	September 22-28, 2015	
This ag	greement is entered into on this day of, 2015 between the City umbia, Missouri ("City") and Thumper Productions, L.L.C. ("Thumper Productions").	Page 1
	arties agree to the following provisions for the operation of the 2015 Roots N Blues N Sestival:	
1.	Approval is given to Thumper Productions to utilize Stephens Lake Park for the 2015 Roots N Blues N BBQ Festival September 25 through September 27, 2015, subject to the restrictions and conditions set forth in this agreement.	

- 2. Set-Up Activities. Set-up for the event may occur beginning at 8:00 a.m. on Tuesday, September 22, 2015. All tents, port-a-johns, and other temporary structures used for the festival shall be removed and other clean-up completed by 11:00 p.m. Monday, September 28, 2015. All areas of the park outside the fenced festival area shall remain open to the public.
- 3. Other Requirements, Plans, and Technical Map.
 - a. Thumper Productions shall comply with the festival layout set forth in the Roots N Blues N BBQ Festival Technical Map, which is attached to and made a part of this agreement.
 - b. Portable Generators. Thumper Productions shall provide City with information as to the number, size, and location of portable generators to be used at the Festival. Location of generators shall be shown on Festival Site Plan Technical Map. Operation of the activity will be on Friday, September 25, Saturday, September 26 and Sunday, September 27.
 - c. Parking. Approval to hold this event does not authorize the parking or placement of any vehicles other than performance stages, tents, and concession operations on park property outside of designated parking areas. Vehicles utilized for festival set-up shall be the only vehicles allowed on the grass outside of any designated parking area. All vehicles, including those of event staff and volunteers, with the exception of event set-up are to remain on paved roads and/or designated parking areas.
 - d. Portable Toilets. Thumper Productions shall provide portable toilets for the festival as noted in the park special use application. Toilets shall be placed in locations agreed to by event sponsor and park staff. Toilets shall be removed

from park by 5:00 pm Monday, September 28, 2015. Information shall be included on the Festival Site Plan – Technical Map.

Thumper Productions shall provide portable restrooms meeting ADA accessibility guidelines and to locate such toilets so as they can be accessed via an accessible route in accordance with ADA regulations.

- e. Management of Trash, Recycling, and Clean-up; Deposit. Thumper Productions shall submit a plan for review and approval by City staff detailing procedures to be used for the management of trash, recycling, and the clean-up of the park after the event. A deposit of \$1,000 is required for performance clean-up/damages. This deposit is refundable upon conclusion of the event if no significant clean-up or repair of damage to park facilities is required. Thumper Productions shall be responsible for the actual costs of repair, in excess of the \$1,000 deposit, if set-up/operation results in significant damage to turf.
- f. Security Plan. Thumper Productions shall provide a Security Plan to outline procedures to be implemented in the event of an emergency situation during the event.
- g. Severe Weather/Emergency Shelter Plan. Thumper Productions shall provide a Severe Weather / Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the event.
- h. Thumper Productions shall provide City with a plan to ensure event is accessible in accordance with the City of Columbia Special Event ADA Awareness Information.
- 4. Alcohol Sales. Thumper Productions has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Festival shall comply with the following provisions:
 - a. Alcoholic beverages shall be sold at the soda & bar stations shown on the Festival Site Plan Technical Map, beer hawkers will be allowed to sell in the designated open container area.
 - b. Alcohol sales are limited to three (3) alcoholic beverages per sale.
 - c. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
 - d. Alcoholic beverages shall not be sold or served in bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.

- e. Bartenders and festival staff are responsible for insuring that ID's are checked before the issuance of wrist bands.
- f. Intoxicated individuals will not be served.
- g. Alcoholic beverages shall be served only at the following times: Friday, September 25, 2015 from 4:30 p.m., or when public safety personnel have declared the perimeter is secure, whichever is first, until 11:00 p.m.; Saturday, September 26, 2015 from 11:30 a.m. until 11:00 p.m.; and Sunday, September 27, 2015 from 11:30 a.m. until 8:00 p.m.
- h. All servers and event staff in the alcohol sales area are required to complete SMART training offered online by the University of Missouri on alcohol awareness and the restrictions listed above. Persons serving alcohol are required to carry a server certificate issued by the Department of Health and Human Services.
- i. Thumper Productions shall provide and keep in place signs at all bar stations stating: "ID Required No More than 3 Drinks per Sale Alcohol Sales End at 11:00 p.m. (Friday & Saturday) or 8:00 p.m. (Sunday)."

The alcoholic beverage sales may immediately be halted for noncompliance with any of the above listed conditions. The City of Columbia Police Department shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.

- 5. Admission Fees. Thumper Productions is authorized to charge admission to the fenced festival area. The ticketed area will be distinguished from the remainder of the park by fencing around its perimeter. Perimeter of fenced festival area shall be secured with a combination of fencing types including chain link fencing, four-foot tall orange fencing, and/or four-foot tall bike barricades.
- 6. Special Event Fee. Per City ordinance, the City's ticketed special event fee shall be charged for use of the park for this event. The ticketed special event fee includes two components, a reservation fee to reserve the park land for use by the festival and a participant fee per each ticket sold. The reservation fee is one hundred dollars (\$100.00) per acre for the total area of park land reserved for restricted access for those purchasing tickets to attend the festival. The participant per ticket fee shall be calculated based on total ticket sales for the event. The fee is one dollar (\$1.00) per each twenty dollars (\$20.00) or less ticket sold and two dollars (\$2.00) per ticket costing twenty one dollars (\$21.00) fifty dollars (\$50.00), and three dollars (\$3.00) per ticket costing fifty one dollars (\$51.00) or higher.

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City of Columbia reserves the right to request an audit of ticket sales at any time during pre-sale or after the event.

- 7. Signage. Signs and banners promoting the event may only be displayed in the park on the days of the event. All such signs and banners shall be temporary and shall be removed from the park upon completion of the event. Signage to be placed outside of park area (i.e. streets) shall be outlined in a signage plan to be submitted by the Thumper Productions to City. Signage outside of park area shall comply with the City's sign ordinance.
- 8. Concessions /Vendor Plan. Thumper Productions shall submit a Concessions/Vendor Plan for review and approval by City staff. The plan shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. The plan shall include a festival site plan technical map; indicating the location of concession facilities, identification of vendors, and shall outline plans for disposal of any waste generated by vendor operations.

Any ashes resulting from the use of portable charcoal grills are to be removed from the park. There is absolutely no dumping of the ashes on the grass or grounds of the park. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the park. Thumper Productions is responsible for addressing these issues as part of the overall trash/recycling plan.

- 9. Adventure Tree Activity. Contingent upon Adventure Tree, L.L.C.'s execution of an agreement with the City of Columbia for an activity entitled "Adventure Tree" (hereinafter "Tree Activity") and the provision of insurance set forth in subparagraph (f) of this section, approval for the operation and execution of the Tree Activity is given to Thumper Productions and Adventure Tree, LLC.
 - a. Thumper Productions and Adventure Tree L.L.C. shall work with the Parks and Recreation Department to identify a tree for this activity and this tree shall be marked on the approved Technical Map.
 - b. The perimeter of the Tree Activity shall be secured with high visibility cord with one (1) access point, allowing access to only persons wearing helmets.
 - c. The Tree Activity will be free to the public.

- d. Each Tree Activity participant, must sign a valid waiver and release of liability before being allowed to participate in the Tree Activity. If participant is under the age of 18, a parent or guardian must sign release.
- e. To the fullest extent not prohibited by law, Thumper Productions and Adventure Tree, L.L.C., shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Thumper Productions or Adventure Tree L.L.C, of anyone directly or indirectly employed by or otherwise working for Thumper Productions or Adventure Tree L.L.C, or of anyone for whose acts Thumper Productions or Adventure Tree Activity. This provision does not, however, require Adventure Tree L.L.C. or Thumper Productions to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence.
- f. Adventure Tree L.L.C. or Thumper Productions shall furnish City with a certificate of insurance that names the City of Columbia as an additional insured; the amount of insurance shall be not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, covering both bodily injury and property damage, including accidental death. Coverage to be provided by a carrier with A.M. Best minimum rating of A- VIII. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees. The insurance required by the provisions of this section is required in the public interest and City does not assume any liability for acts of Thumper Productions or Adventure Tree L.L.C. and/or their employees and/or their subcontractors.
- g. Adventure Tree L.L.C. and Thumper Productions shall comply with all federal, state, and local laws, codes, rules, and regulations in the operation of the Tree Activity.
- 10. Ferris Wheel. Thumper Productions shall be allowed to add a ferris wheel to the Festival layout plan provided that: (i) Thumper Productions shall be responsible for securing all necessary permits required in connection with the ferris wheel; and (ii) the ferris wheel operation shall comply with all federal, state, and local laws, codes, rules, and regulations; and (iii) Thumper Productions shall take out and maintain insurance as set forth in this agreement; and (iv) Thumper Productions shall provide to the City of Columbia verification from the Missouri Division of Fire Safety-Amusement Ride Safety that the Ferris wheel has been inspected and met the agency's minimum qualifications.

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- a. Thumper Productions shall take out and maintain for the festival Employers' Liability and Workers' Compensation insurance for all of its employees and volunteers working in connection with the festival for the duration of set-up, execution and breakdown of festivities (September 22, 2015 thru September 28, 2015). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.
- b. Thumper Productions shall take out and maintain for the festival such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from festival operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of festivities (September 22, 2015 thru September 28, 2015). The amount of insurance shall be not less than \$2,000,000.00 combined single limit for anyone occurrence covering both bodily injury and property damage, including accidental death.
- c. Thumper Productions shall take out and maintain for the festival Automobile Liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the festival for the duration of set-up, execution and breakdown of festivities (September 22, 2015 thru September 28, 2015).
- d. Thumper Productions shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this agreement and that requires a 30-day mandatory cancellation notice.
- e. Along with the necessary licensing and inspection and the requirements set forth in Section, Thumper Productions shall provide a certificate of insurance with the City of Columbia, its elected officials and employees named as additional insureds with coverage limits of no less than \$3,000,000 per occurrence/\$10,000,000 aggregate.
- 12. HOLD HARMLESS. To the fullest extent not prohibited by law, Thumper Productions shall indemnify and hold harmless the City of Columbia, its

officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Thumper Productions, of anyone directly or indirectly employed by or otherwise working for Thumper Productions, or of anyone for whose acts Thumper Productions may be liable, in connection with the festival. This provision does not, however, require Thumper Productions to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

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13. Additional Requirements.

- a. Thumper Productions shall work with the Columbia Fire Department to have Fire and Emergency personnel on site during the operating hours of the festival.
- b. Thumper Productions shall provide security, identification checking, emergency medical resources, fencing, and signage for the Festival.
- c. Thumper Productions shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Thumper Productions.
- d. Thumper Productions shall secure all necessary City permits required in connection with the festival.
- e. Thumper Productions shall comply with the Traffic, Transportation, and Parking Plans.
- f. The Parties agree that Thumper Productions has provided 300 weekend tickets to the City of Columbia free of charge. The value of the donated tickets is \$25,500.00.

14. City's Responsibilities.

- a. City shall provide trash and recycling services for the 2015 Roots N Blues N BBQ Festival in accordance with Solid Waste Plan.
- b. City shall waive the staffing costs for public safety.
- c. City shall provide free bus services for the weekend of the festival. The buses shall maintain their regular routes and one additional return route at the end of each night of the festival. Thumper Productions shall

supplement Transit services by providing shuttles to and from the downtown parking garages in accordance with the Traffic Plan.

- 15. Street Closures and Parking Restrictions.
 - a. East Walnut Street from Old 63 to the cul-de-sac and Old 63, from Broadway to Hinkson, will be closed beginning at 3:00 p.m. Friday, September 25 through Sunday, September 27, at 9:00 p.m. The City of Columbia shall work with the East Walnut Neighborhood Association for the distribution of colored passes to residents within the closed area to gain entry.
 - b. City shall restrict parking in the East Walnut neighborhood to permit parking only. City Street Division will set up temporary signage at the end of East Walnut and Old 63, Anita Ct., Brenda Ln., Elliot Dr., Calvin Dr., Divot Dr., Parkview Dr., Petite Ct., and Willow Way. Signage will be installed 24 hours in advance of the festival; electronic signage will be placed the week of the festival to alert residents and citizens in the restricted parking.
 - c. City shall restrict parking in Reichman Pavillion Parking lot for ADA parking only for the weekend of the festival. Signage will be printed and installed by Street Division.
- 16. No Waiver of Immunities. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 17. Compliance with laws. Thumper Productions shall comply with all federal, state, and local laws, codes, rules, and regulations in the operation of the festival.
- 18. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date.
- 19. (Reserved)
- 20. Termination by Default. Should Thumper Productions be in default of any provision of this agreement, City may immediately terminate this agreement.
- 21. No Third-Party Beneficiary. No provision of the agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the agreement.

- 22. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 23. Governing Law and Venue. This agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written.

	CITY OF COLUMBIA, MISSOURI	Page 10
	By: Mike Matthes, City Manager	
ATTEST:		
Sheela Amin, City Clerk		
APPROVED AS TO FORM:		
Nancy Thompson, City Counselor		
	THUMPER PRODUCTIONS, LLC	
	By:	
ATTEST:		

Stephens Lake Park The 2015 Roots N Blues N BBQ Festival *DRAFT - 8/19/15 - subject to change Snow Fencina continues to Old 63 Located at Lake Parking Lot: . COMO Connect Day Drop-Off/Pick-up ADA Parking ONLY Festival Shuttle Dron-Off/Pick-Up • Uber Drop-Off/Pick-up Late Night COMO Connect Pick-Up Trash NOTES: Solid Orange Line: 6' Chain Link Fencing Dashed Orange Line: Snow Fencing Dotted Orange Line: Bike Barracades Exits are marked by orange triangle along Ice Truck Bud Light Truck Serving Potties the fence line. Each exit will be at least Schlafly Truck SI Bar 10x10 16' wide. Emergency exits (4) will be 20' wide Access to water can be found at the Mini Lounge Riechmann Pavilion and at the Water Station near The MO Lottery Stage. 10x10 Ferris Wheel SLP Son Bia Merch MO Lottery Peds Henge Missouri Water Station Lottery Stage 10x10 Whole Hoa Stage ... **G**0x10 G Seating ___ Kakis Kinsk Monito World II World I Whole Hog Whole Hoa Platinum Plo Dumpster -Restricted Access- NO PARKING 2015 Vendors (placement subject to change) 21. Strange Donuts 22. Glenn's Cafe 10x20 boo Sponsor, Vendor 20x20 Lilly's Cantina & Platinum Pig Parking ONLY 23. Patty O'Girls Pork Rinds 10x20 10x20 2 Harold's Donuts 24. Rollin' Smoke 10x20 Kindle Concessions 20x20 4. Peggy Jean's Pies 25. Grilla Brothers 25x20 10x20 Jamaican Jerk Hut 26. Kona lce 27. Broadway Brewery RoRo's Funnel Cakes RoRo's Lemonade 10x20 Crafts & Non-Profits 8 Keck's Boot Beer 10x20 10x10 10x20 28. Terra Tree 9. Lakota Coffee Broadway 29. Lo & Behold 10x10 COMO Connect 10. Buckingham's 30. We Always Swing Jazz 10x10 1. Ozark Mountain Biscuit 25x20 31. The District 20x10 12. Smokin' Chicks 10x20 32. Blues in the Schools 10x10 13. 2 J's Beignets 20x20 33. Auto Bass 10x10 100' 14 Dickies RRO 20x20 34. Phil Kutno Studios 10x10 15. Lee's Express 35. Brew Co Marketing (Sponsor) 20x10 16. Sugar Fire Smokehouse 36. CAT-TV 10x10 37. Lit-em-up 18. DDee's Kettle Com 10v20 19 Tivanov Mediterranian 38. Missouri Norml 30x2020, MO Legacy Beef 39, KOPN

/3/2015

signed:

			1 ()		(In-Kind
	Unit Cost	Qty		City Provides	Provided)
		see	•		
abor & Supervision	see below	below	3-day coverage & cleanup (n/c for setup)	\$7,326 <i>.</i> 07	\$3,884.88
lack Bags TRASH	\$44.13	12	(100/cs)	\$529.56	
ecycling Bags	\$33.06	2	(200/cs)	\$66.12	
lisc. Supplies (Litter pickers, latex gloves, sanitizer)			city provides for staff		\$100.00
ull size TeePee roll off for Recycling	\$0.00	6	City provide recycling pulls @ N/C	\$0.00	\$513.96
ear Loader	\$55.00	8	8 Hours @ \$55.00 per hour	\$440.00	
ox truck (deliv & pickup)	\$31.00	6	6 Hours @ \$31.00 per hour	\$186.00	
/hite Goods truck (deliv & pickup)	\$25.50	6	6 Hours @ \$25.50 per hour	\$153.00	
onnage - Rear Loader	\$41.00	8	8 Tons @ \$41.00 per ton	\$328.00	
onnage - Recycling	\$0.00	6	City provide recycling processing @ N/C	\$0.00	\$195.00
iator	\$12.00	36	City brings one gator		\$432.00
OTAL				\$9,028.75	\$5,125.84

HUMPER to provide t-shirts; city to provide sizes by 9/1

HUMPER to provide 3 gators for Solid Waste staff w/fuel on site; city will bring 1 gator

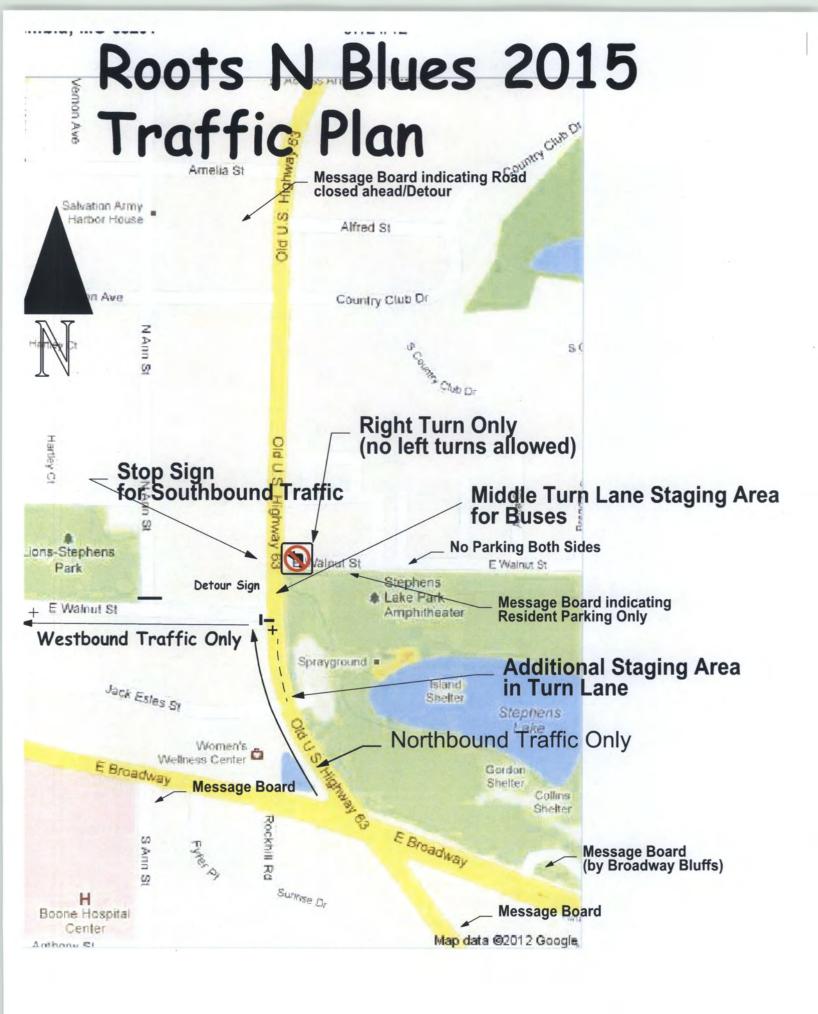
otes on Employee Hrs (rates include Benefits & Overtime)

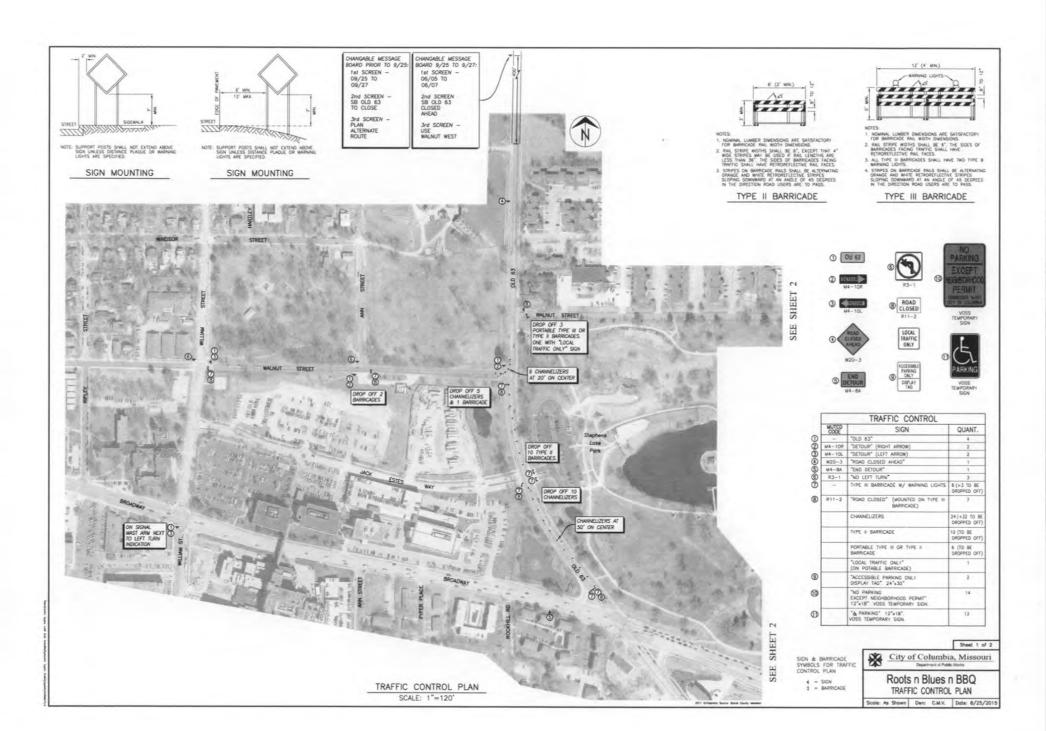
ontainer Delivery & Set-up			3 pp + 3 Supervisors 6 hrs - @ N/C		\$1,767.93
riday 6-midnight - TRASH & RECYCLING COLLECTION	\$38.59	24	4 pp	\$926.07	
upervision	\$59.63	6	2 pp (bill for 1)	\$357.79	<i>\$357.79</i>
at a.m. Cleanup 9am-noon	\$38.59	15	5 pp	\$578.79	
at. noon-5pm - TRASH & RECYCLING COLLECTION	\$38.59	10	2 pp	\$385.86	
upervison Sat. 9am-5pm	\$59.63	8	2 pp (bill for 1)	\$477.06	\$477.06
at. 5pm-midnight - TRASH & RECYCLING COLLECTION	\$38.59	35	5 pp	\$1,350.51	
upervision	\$59.63	8	2 pp (bill for 1)	\$477.06	\$477.06
un a.m. Cleanup 8:30am-noon	\$38.59	21	6 pp	\$810.31	
un. noon-5pm - TRASH & RECYCLING COLLECTION	\$38.59	10	2 pp	\$385.86	
upervision Sun. 8:30am-5pm	\$59.63	8.5	2 pp (bill for 1)	\$506.88	\$506.88
un. 5pm-finish cleanup & bin pickup	\$38.59	20	4 pp	\$771.72	
upervision Sun. 5pm-finish cleanup & bin pickup	\$59.63	5	2 pp (bill for 1)	\$298.16	\$298.16

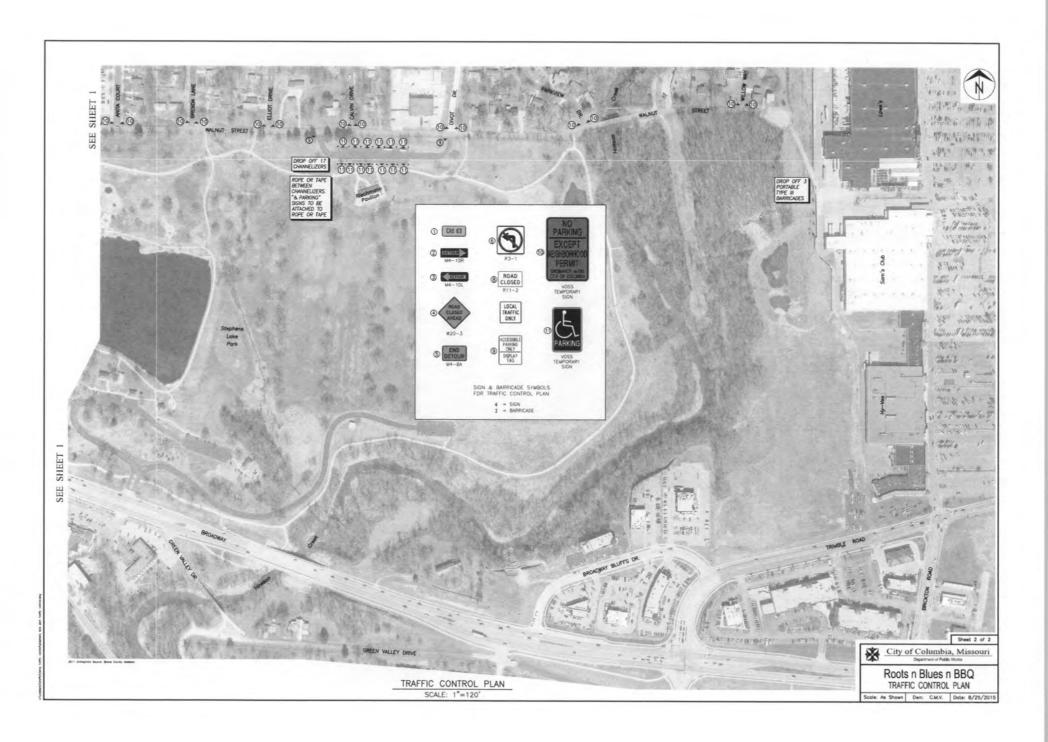
UTILIZES 4 Green Team Members for Sat & Sun morning cleanup activity

City	Personnel Total ((carried above)	\$7,326.07	\$3,884.88
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Need approval to proceed w/Council Resolution











RNB Transit Plan

Teresa White <thwhite@gocolumbiamo.com>
To: Megan Gotcher <mrgotche@gocolumbiamo.com>
Cc: Julie King <jking@thumperentertainment.com>

Thu, Aug 13, 2015 at 4:54 PM

Megan - As discussed, I will send you samples of all the transit maps, signage, and cards we design for the festival, but that won't be completed until closer to the event. In case you need more detail for the OPS agreement (I couldn't tell from your email if you were waiting on us, or RNB), I've listed out the content we will be providing so that council can see. Julie King and I met this afternoon and came up with this plan.

Designed and Provided by COMO Connect division

- 1. Pocket Guide Map: 2 page map and schedule for festival pocket book and website
- 2. Hotel Guides: customized transit map, schedule, and trip planning for all major hotels
- 3. Return-Trip Cards: customized "return trip" pocket cards for bus drivers to hand out as customers board buses riding to the festival
- 4. Transit Reference Sheet: transit master list of routes, schedule, and destinations for city department workers and festival volunteers
- 5. Door Signs: Signs hanging on the outside and inside of each bus lined up after the last show each night as a quick reference to its destinations
- 6. Bus Stop Sign Information: Sign to hang on 2 posted bus stops located at park with additional schedule and route information, including directions to late-night trip after last show ends
- 7. Bus Shelters: Bus shelter installed at bus stop at park's south entrance, and temporary shelter (tent) installed at bus stop at park's west entrance

Designed by COMO Connect division, paid for and printed by RNB festival

- 1. Day-Time Way-Finding Sandwich boards directing traffic to COMO Connect bus stops, and downtown festival shuttles
- 2. Night-Time Way-Finding Sandwich boards directing traffic to COMO Connect buses, downtown festival shuttles, taxis, pedestrian walk ways, and uber
- 3. Day-Time Overhead Way-Finding banner directing traffic to COMO Connect bus stops and downtown festival shuttles
- 4. Night-Time Overhead Way-Finding banner directing traffic to COMO Connect buses, downtown shuttles, taxis, pedestrian walk ways and uber

Let me know if you need anything else from me, or have any questions about this. Thanks!

Teresa White

573-441-5494
THWhite@GoColumbiaMO.com
Marketing Specialist
Public Works Department
City of Columbia - Missouri

COMO Connect - Columbia Regional Airport - Public Works Dept



2015 Roots N Blues N BBQ Festival- Signs

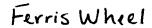
2015 Roots N Blues N BBQ Festival- Signs					
	The estimation of the contraction of the contractio	ent to intrakejori		_	
Transportation/Directio	Sign		Location	Туре	
Parking Lots	ADA Enforced Parking Signs (Multiple)	City to place	e Riechmann Parking lot	Post	
Tarking Lots	No Event parking, pass required	City to place	Randy Adams Lot Entrance	A-Frame	
	No Event parking, pass required		•		
	No Event parking, pass required		Randy Adams Lot Entrance	A-Frame	
	No Event parking, pass required		Back Stage Lot Entrance	Bike Rack	
			Back Stage Lot Entrance	Bike Rack	
	No Event parking, pass required		Back Stage Lot- on Bdwy E	Post	
	No Event parking, pass required	City to place	Back Stage Lot- on Bdwy W	Post	
	No Public Event parking, permit required (multiple)	City to place	e Along East Walnut	post	
Gate	No Event parking, pass required (x3)	City to along	Lake Lot	A-Frame	
Gate	Taxis only, no public accesss		e Conley Rd. Gate	post	
Tavi Stand	No Parking	City to place	Conley Rd. Gate	post	
Taxi Stand	Taxi Stand (w/arrow)(x4)		Outside Riechmann	Post	
	Taxi Stand Here, please keep out of street		Corner of Walnut & D (North side)	Post	
Consul Tours and Charle	Please Cross Carefully & Keep out of street		Corner of Walnut & D (South side)	Post	
General Transport Signs	DAY- List of: Festival Shuttle, COMO Connect, Uber, Taxi's, W			banner on tent	
	DAY- List of: Festival Shuttle, COMO Connect, Uber, Taxi's, W			Sandwich board loaned from COM	
	NIGHT- List of: Festival Shuttle, COMO Connect, Uber, Taxi's	•		banner on tent	
	NIGHT- List of: Festival Shuttle, COMO Connect, Uber, Taxi's			Sandwich board loaned from COM	
	DAY- List of: COMO Connect, Uber, Walkers, downtown. Taxis			Sandwich board loaned from COM	
	NIGHT- List of: Uber, Walkers, downtown. COMO Connect, ta	xis turn aroun		Sandwich board loaned from COM	
Festival Shuttle	DAY- Festival Shuttle to Downtown Columbia		Riechmann	Post	
	NIGHT- To Downtown Columbia		Riechmann	Overhead	
COMO C Shuttle Stop	COMO Connect night route info		Lake Parking Lot- CITY	Sign attachment	
	COMO Connect night route info	City to place	e Broadway- CITY	Sign attachment	
	NIGHT- Hotels: List of routes		Riechmann	Overhead	
	NIGHT- Neighborhoods: List of routes		Riechmann	overhead	
Garage Shuttle Stops	"SHUTTLE STOP" Pick Logo		8&Walnut	Post	
	"SHUTTLE STOP" Pick Logo		5&Walnut	Post	
	"SHUTTLE STOP" Pick Logo		Short Street	Post	
	"SHUTTLE STOP" Pick Logo		10&Cherry	Post	
	"SHUTTLE STOP" Pick Logo		8&Cherry	Post	
	"SHUTTLE STOP" Pick Logo		6&Cherry	Post	
Directional Signs	"Pedestrians Please keep on Path" (side 1)		Riechmann Path	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut Path	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut Path	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut Path	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut Path	Post	
	"Pedestrians Please keep on Path" (side 1)		Lake Lot	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut & Old 63 (W cross walk)	Post	
	"Pedestrians Please keep on Path" (side 1)		Walnut & Old 63 (E cross walk)	Post	
	Please Walk your bike (w/graphic) (x8, double sided)		Along Walnut path	Post	
	No crossing (x3)		at path crossing points with road on	Post	
	"Festival Entrance & Ticket Gate" Arrow (side 2) (x8)		Riechmann Path	Post	

	"Festival Entrance & Ticket Gate" Arrow	South Trail Entrance	Doot
	"Festival Entrance & Ticket Gate" Arrow		Post
	"Festival Entrance & Ticket Gate" Arrow	Dam Path Dam Path	Post
	"Festival Entrance & Ticket Gate" Arrow		Post
	"Path Closed Ahead" (side 2)	South Shuttle Stop	Post
	"Path Closed Ahead" (side 2)	Walnut Path	Post
	Path Closed Ahead (x4)	Walnut Path	Post
	· ·	Broadway path (after loop)	Post
	"Path Closed Ahead, use inside loop" (x4) This Way to Uber Pick-up (x4)	Broadway Path (before loop)	Post
		In front of Riechmann Pavilion, m	
Festival	Uber Pick up Here	Lake Parking Lot	Post
Entrance Signs	Walcome to BNBNBBOL	Tiplest Cata	-
Littratice Signs	Welcome to RNBNBBQ!	Ticket Gate	Trellis
	"WILL CALL"	Ticket Gate	Banner Frame
	"WHOLE HOG VIP ENTRANCE"	Ticket Gate	Banner Frame
	"TICKETS"	Ticket Gate	Banner Frame
	TICKET PRICING	Ticket Gate	Below Banner
	"Bike Parking" arrow	Ticket Gate	Post
	"Bike Parking"	Ticket Gate	A-Frame/bike Rack
	Rules (x4)	Ticket Gate	A-Frame/bike rack/Post
Full Circ	"Lane Closed" (face out) (x3)	Ticket Gate	Bike Rack
Exit Signs	"NO ALCOHOL BEYOND THIS POINT" (face in) (x3)	Ticket Gate	Bike Rack
4	"NO ALCOHOL BEYOND THIS POINT" (face in)	East Exit 1	Fence
	"NO ALCOHOL BEYOND THIS POINT" (face in)	East Exit 2	Fence
	"NO ALCOHOL BEYOND THIS POINT" (face in)	West Exit 1	Fence
	"NO ALCOHOL BEYOND THIS POINT" (face in)	West Exit 2	Fence
	"NO ALCOHOL BEYOND THIS POINT" (face in)	West Exit 3	Fence
	"NO ALCOHOL BEYOND THIS POINT" (face in)	West Exit 4	Fence
	"EXIT ONLY" (Face out) (x3)	Ticket Gate	Fence
	"EXIT ONLY" (Face out)	East Exit 1	Fence
	"EXIT ONLY" (Face out)	East Exit 2	Fence
	"EXIT ONLY" (Face out)	West Exit 1	Fence
	"EXIT ONLY" (Face out)	West Exit 2	Fence
	"EXIT ONLY" (Face out)	West Exit 3	Fence
	"EXIT ONLY" (Face out)	West Exit 4	Fence
	"EMERGENCY EXIT" (face in)	East Exit 1	Fence
	"EMERGENCY EXIT" (face in)	East Exit 2	Fence
	"EMERGENCY EXIT" (face in)	West Exit 1	Fence
	"EMERGENCY EXIT" (face in)	West Exit 2	Fence
	"EMERGENCY EXIT" (face in)	West Exit 3	Fence
	"EMERGENCY EXIT" (face in)	West Exit 4	Fence
	"EMERGENCY EXIT" (face in)	Back Stage Exit A	Fence
	"EMERGENCY EXIT" (face in)	Back Stage Exit B	Fence
	"EMERGENCY EXIT" (face in)	Back Stage Exit C	Fence
	"EMERGENCY EXIT" (face in)	Back Stage Exit D	Fence
Bev Signs	"BAR" (×3)	Big Bar-Vendor Row	feather banner
	"BAR"	VIP Bar- ML	feather banner
	"BAR"	VIP Bar- SI	feather banner

	"BAR"	Ticket Gate Bar	feather banner
	"BAR BAR BAR" (x3)	Big Bar-Vendor Row	banner frame
	"BAR BAR BAR" (x4)	VIP Bar- ML	banner frame
	"BAR BAR BAR" (x4)	VIP Bar- SI	banner frame
	"BAR BAR BAR"	Ticket Gate Bar	banner frame
	"COLD BEER, WINE, MIXED DRINKS" (x3)	Big Bar-Vendor Row	banner frame
	"COLD BEER, WINE, MIXED DRINKS" (x2)	VIP Bar- ML	banner frame
	"COLD BEER, WINE, MIXED DRINKS" (x2)	VIP Bar- SI	banner frame
	"COLD BEER & WINE"	Ticket Gate Bar	banner frame
	Must be 21+ signs	All Bars- 1 per register	Poster- tape & zip tie
	Bar Price Signs from Bev companies	All Bars	Ladder stands
	3 Drink maximum signs	All Bars	Poster- Tape to table tops, Zip tie to tent posts
	"WATER" (×4)	Water Station	banner frame
	Mid Missouri Harley-Davidson Beer Garden (mulitple)	Beer Garden	banner frame
Merch	"Blues Market"	Merch Booth	banner frame
	"Festival Merchandise"	Merch Booth	banner frame
	"Artist Merchandise"	Merch Booth	banner frame
VIP	Lounge Entrance	ML Stage	banner frame
	Lounge Entrance	SI Stage	banner frame
	Upfront Viewing	ML Stage	bike rack
	Upfront Viewing	SI Stage	bike rack
Security	"No Access, Pass Required"	Riechmann Door 1	Poster- Tape
	"No Access, Pass Required"	Riechmann Door 2	Poster- Tape
	"No Access, Pass Required"	Riechmann Door 3	Poster- Tape
	"No Access, Pass Required"	Riechmann Door 4	Poster- Tape
	"No Access, Pass Required"	Riechmann Door 5	Poster- Tape
Volunteer Center	"Volunteer Center"	Volunteer Center	standing banner frame
Tent Signs	"No Smoking"	Ticket Tent	Poster- zip ties
	"No Smoking"	Beer Tent	Poster- zip ties
	"No Smoking"	Beer Garden Tent	Poster- zip ties
	"No Smoking"	Beer Garden Tent	Poster- zip ties
	"No Smoking"	Big Bar	Poster- zip ties
	"No Smoking"	Merch Tent	Poster- zip ties
	"No Smoking"	Merch Tent	Poster- zip ties
	"No Smoking" (x2)	U.S. Cellular Lounge	Poster- zip ties
	"No Smoking" (x3)	VIP Main Lounge	Poster- zip ties
	"No Smoking"	VIP Main Serving	Poster- zip ties
	"No Smoking"	VIP Main Bar	Poster- zip ties
	"No Smoking"	VIP Mini Lounge	Poster- zip ties
	"No Smoking"	VIP Mini Lounge	Poster- zip ties
	"No Smoking"	VIP Mini Bar	Poster- zip ties
	"No Smoking"	Artist Lounge	Poster- zip ties
Other	Smoking Garden (x4)	Smoking Garden East	Post
_ :	Smoking Garden (x4)	Smoking Garden West	Post
	Download the Mobile App	Ticket Gate	A Frame
	Download the Mobile App	Ticket Gate	A Frame

- 15 - 1 - 1	
Golf Cart Taxi	Golf Cart Taxi Stand, call (double sided)
	Golf Cart Taxi Stand, call (double sided)
	Golf Cart Taxi Stand, call (double sided)
	Golf Cart Taxi Stand, call (double sided)
	Golf Cart Taxi Stand, call (double sided)
	Golf Cart Taxi Stand, call (double sided)

West VIP lounge (south of lounge) Post Inside Ticket Gate (top of hill, East of Post Mo Lottery Stage/Water Station/Vend Post Shelter Stage/Vendor Row/Porta Potti Post MO Lottery VIP Lounge (North side of Post Beer Garden (West side of) Post





DATE (MM/DD/YYYY) 8/14/2015

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certificate holder in lieu of such endo	orsement(s	5).	CONTACT			
PRODUCER			CONTACT Nancy F			
Kaliff Insurance	PHONE (A/C, No, Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636					
2009 NW Military Hwy			E-MAIL ADDRESS: nancy@l	aliff.com	m	
			INS	URER(S) AFFOR	RDING COVERAGE	NAIC#
San Antonio TX 7	8213		INSURER A Certai	n Underwi	riters at Lloyds	
INSURED			INSURER B :			
Sound Concepts, Inc.			INSURER C :			
1001 3rd Avenue, SW			INSURER D :			
,			INSURER E :			,
Cedar Rapids IA 5	2404-183	13	INSURER F :			
*		E NUMBER:CL1581415			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	ES OF INSU REQUIREM Y PERTAIN	JRANCE LISTED BELOW HA ENT, TERM OR CONDITION , THE INSURANCE AFFORI S. LIMITS SHOWN MAY HAV R	AVE BEEN ISSUED TO I OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY POLICY EFF	OR OTHER S DESCRIBE PAID CLAIMS POLICY EXP	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A S.	TO WHICH THIS
LTR TYPE OF INSURANCE	INSD WVI	D POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	2 000 000
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED	3,000,000
A CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence) S	100,000
		MKC00080	6/25/2015	6/25/2016	MED EXP (Any one person) \$	Excluded
				i I	PERSONAL & ADV INJURY \$	3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	10,000,000
X POLICY PRO- DTHER:					PRODUCTS - COMP/OP AGG \$	3,000,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO					BODILY INJURY (Per person) S	
ALL OWNED SCHEDULED					BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED	:				PROPERTY DAMAGE S	
HIRED AUTOS AUTOS					(Per accident) S	
UMBRELLA LIAB OCCUB		-			EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS MAD					AGGREGATE \$	
CEANNO-MAL)E				S S	
DED RETENTION \$ WORKERS COMPENSATION	- - 				PER OTH-	
AND EMPLOYERS' LIABILITY	N				STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE \$	
DÉSCRIPTION OF OPERATIONS below		-			E.L. DISEASE - POLICY LIMIT \$	
		1				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEI ADDITIONAL INSURED AS RESPE 2015	CTS TO	INSURED'S OPERATIO	NS: City of Co	olumbia.		ember 23-28,
Event Location: Stephens L Ride: Ferris Wheel #500636		k, 2001 E. Broadwa	y, Columbia, F	0 63201		
CERTIFICATE HOLDER			CANCELLATION			
City of Columbia 701 E Broadway			SHOULD ANY OF	THE ABOVE D	DESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE CY PROVISIONS.	

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Mitchell Kaliff/NANCY Pritchell H Faly

P.O. Box 6015

Columbia, MO 65205

AUTHORIZED REPRESENTATIVE



DATE (MM/DD/YYYY) 8/14/2015

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PRODUCER		CONTACT Nancy F	Rodriquez			
Kaliff Insurance	PHONE (A/C, No, Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636					
2009 NW Military Hwy	E-MAL ADDRESS: nancy@kaliff.com					
				DING COVERAGE	NAIC#	
San Antonio TX 78213	1			iters at Lloyds	WAIC #	
INSURED			n onderwr	iters at moyus		
Sound Concepts, Inc.		INSURER B :				
1001 3rd Avenue, SW		INSURER C :				
1001 Std Avende, Sw		INSURER D :				
Cedar Rapids IA 52404-1	1013	INSURER E :				
	ATE NUMBER:CL1581415	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAEXCLUSIONS AND CONDITIONS OF SUCH POLICE.	NSURANCE LISTED BELOW HA EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD DIES. LIMITS SHOWN MAY HAVE	VE BEEN ISSUED TO OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	O THE INSURE FOR OTHER ES DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR THE DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	T TO WHICH THIS	
NSR TYPE OF INSURANCE INSD IN		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO- OTHER AUTOMOBILE LIABILITY ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS HIRED AUTOS AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	MKC00080	6/25/2015	6/25/2016	EACH OCCURRENCE S DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ S PER OTH- STATUTE ER EL EACH ACCIDENT \$ EL L DISEASE - BA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	3,000,000 100,000 Excluded 3,000,000 10,000,000 3,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A Event Dates: September 23-28, 20 Event Location: Stephens Lake Paride: Ferris Wheel #500636KAN	015	•		uired)		
CERTIFICATE HOLDER		CANCELLATION				
OLIVII IOATE HOLDEN	*******	J.HOLLLA HOIL				
Missouri Doportment of Du	blic Cofoty			ESCRIBED POLICIES BE CAN		

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Mitchell Kaliff/NANCY Mitchell H Kalff

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Missouri Department of Public Safety

205 Jefferson St.,13th Floor Jefferson City, MO 65101-4421



DATE (MM/DD/YYYY) 8/14/2015

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certificate holder in lieu of such endor	sement(s).						-
PRODUCER			CONTACT Nancy Rodriguez				
Kaliff Insurance			PHONE (A/C, No, Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636				
2009 NW Military Hwy			E-MAIL ADDRESS: nancy@k	aliff.com	1		
					DING COVERAGE		NAIC#
San Antonio TX 782	213		NSURER A :Certai	n Underwr	iters at Lloy	ds	
INSURED			NSURER B :				
Sound Concepts, Inc.		<u>""</u>	NSURER C :				
1001 3rd Avenue, SW			NSURER D :				
		1	NSURER E :				
Cedar Rapids IA 52	104-1813	3	NSURER F :				
COVERAGES CER	TIFICATE	NUMBER:CL15814153	26		REVISION NUMBE	R:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMEI PERTAIN,	NT, TERM OR CONDITION O THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	OF ANY CONTRACT D BY THE POLICIE	FOR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH R D HEREIN IS SUBJE	ESPECT TO ALI	O WHICH THIS
INSR LTR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A CLAIMS-MADE X OCCUR		MKC00080	6/25/2015	6/25/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurren MED EXP (Any one perso	on) \$	3,000,000 100,000 Excluded
, <u></u>					PERSONAL & ADV INJU		3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE		3,000,000
X POLICY PRO- JECT LOC	1				PRODUCTS - COMP/OP	AGG \$	3,000,000
OTHER:					COMBINED SINGLE LIM		
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS					(Ea accident) BODILY INJURY (Per per BODILY INJURY (Per accident)	rson) \$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE				i :	AGGREGATE	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICADDITIONAL INSURED AS RESPECEVENT Dates: September 23-2 Event Location: Stephens La Ride: Ferris Wheel #500636K	TS TO II 8, 2015 ke Park	NSURED'S OPERATION:	S: Thumper F	Entertain			
CERTIFICATE HOLDER			CANCELLATION				
CEITH ION IE HOLDER							

CERTIFICATE HOLDER	CANCELLATION
Thumper Entertainment 910 East Broadway, Suite 10 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Mitchell Kaliff/NANCY Priteble H Falf

Agreement between the City of Columbia, Missouri, and

Adventure Tree L.L.C.

for the Adventure Tree Activity at the Roots N Blues N BBQ Festival on September 26-27, 2015

This agreement is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri ("City") and Adventure Tree, L.L.C. ("Adventure Tree").

NOW, THEREFORE, the parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows for the operation of the Adventure Tree Activity at the 2015 Roots N Blues N BBQ Festival.

- 1. This agreement is contingent upon the execution of an agreement between the City of Columbia, Missouri, and Thumper Productions, L.L.C. for the 2015 Roots N Blues N BBQ Festival.
- 2. Subject to the restrictions and conditions set forth in this agreement, approval is given to Thumper Productions, L.L.C. and Adventure Tree to utilize Stephens Lake Park for the Adventure Tree activity (hereafter "Tree Activity") during the 2015 Roots N Blues N BBQ Festival September 26 through September 27, 2015, subject to the restrictions and conditions set forth in this agreement.
- 3. Thumper Productions, L.L.C. and Adventure Tree, L.L.C. shall work with the Parks and Recreation Department to identify a tree for this activity and this tree shall be marked on the approved Technical Map provided by Thumper Productions, L.L.C. to the City of Columbia.
- 4. The perimeter of the Tree Activity shall be secured with high visibility cord with one (1) access point, allowing access to only persons wearing helmets.
- 5. The Tree Activity will be free to the public.
- 6. Each Tree Activity participant must sign a valid waiver and release of liability before being allowed to participate in the Tree Activity. If participant is under the age of 18, a parent or guardian must sign the waiver and release of liability. The waiver and release of liability shall release the City of Columbia, its elected officials and employees from any liability with respect to injury, property damage, or death from participation in the Tree Activity.
- 7. HOLD HARMLESS. To the fullest extent not prohibited by law, Adventure Tree, L.L.C., shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Thumper Productions, L.L.C. or Adventure Tree, L.L.C, of anyone directly or indirectly employed by or otherwise working for Thumper Productions, L.L.C. or Adventure Tree, L.L.C, or of anyone for whose acts Thumper Productions, L.L.C.

or Adventure Tree, L.L.C. may be liable, in connection with the Roots N Blues N BBQ Festival or the Tree Activity. This provision does not, however, require Adventure Tree, L.L.C. to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

- 8. Insurance. Adventure Tree shall maintain, on a primary basis and at its sole expense, at all times during the life of the agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Adventure Tree is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Adventure Tree under the agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.
 - a. Commercial General Liability. Adventure Tree shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - b. Business Auto Liability. Adventure Tree shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Adventure Tree does not own automobiles, Adventure Tree agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - c. Adventure Tree may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Adventure Tree shall endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - d. The City of Columbia, its elected officials and employees are to be additional insured with respect to the event to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the agreement between Adventure Tree and City. Adventure Tree is required to maintain coverages as stated and required to notify City of a carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
 - e. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this agreement, any monetary limitations or any other rights,

- immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- f. Failure to maintain the required insurance in force may be cause for termination of the agreement. In the event Adventure Tree fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the agreement without notice.
- g. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Adventure Tree and/or their employees and/or their subcontractors in the performance of this agreement.
- 9. Compliance with Laws. Adventure Tree shall comply with all federal, state, and local laws, codes, rules, and regulations in the operation of the Tree Activity.
- 10. No Waiver of Immunities. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 11. The term of this agreement shall commence on the Effective Date and shall terminate on September 30, 2015.
- 12. Termination by Convenience. City may terminate this agreement for its convenience.
- 13. Termination by Default. Should Adventure Tree be in default of any provision of this agreement, City may immediately terminate this agreement.
- 14. No Third-Party Beneficiary. No provision of the agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third Party, so as to constitute any such person a third-party beneficiary under the agreement.
- 15. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 16. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

REQUEST FOR WORKERS' COMPENSATION WAIVER

DATE: 2015 August 28

Guy Mott Adventure Tree

To Whom It May Concern:

I, Guy Mott DBA Adventure Tree, acknowledge that I am an independent contractor with the City of Columbia, Missouri in connection with Roots N Blues N BBQ Festival scheduled September 22 – 28, 2015.

In connection with the contract between us, I hereby request that the City of Columbia waive the contractual obligation that I carry the standard Workers' Compensation and Employers' Liability insurance for the following reasons.

- I have fewer than five (5) employees and, therefore, am not legally required by the State of Missouri to have such insurance;
- 2. I am not in the construction industry;
- I agree to be responsible for any injuries to myself or persons employed or otherwise engaged by myself for the purpose of completing the obligations contained in the captioned job/contract;
- 4. In consideration for the requested waiver, I agree to indemnify and hold harmless the City of Columbia from any and all claims for personal injury, including death, brought against the City of Columbia or its officers, employees or agents by myself and/or persons employed or otherwise engaged by myself and related, directly or indirectly, from our provision of services in completing the obligations contained in the captioned job/contract.

SIGNATURE

Request of a waiver for workers' compensation is subject to review by the City of Columbia and does not guarantee acceptance.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates written below.

	CITY O	F COLUMBIA, MISSOURI			
	Ву:	Mike Matthes, City Manager			
		Date:			
ATTEST:					
Sheela Amin, City Clerk					
APPROVED AS TO FORM:					
Nancy Thompson, City Counselor					
	ADVE	NTURE TREE, LLC			
	Ву:	Name:			
		Title:			
		Date:			
ATTEST:					





DATE (MM/DD/YYYY) 8/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

certificate holder in lieu of such endors	-		idorsement. A sta	tement on th	is certificate does not t	Joiner 1	ignis to the	
PRODUCER			CONTACT Abbie Huddleston					
Veracity Insurance Solutions, LLC.			PHONE (801) 763-1375 FAX (A/C, No): (801) 763-1374					
260 South 2500 West, Suite 303			E-MAIL ADDRESS: abbie@veracityins.com					
					DING COVERAGE		NAIC#	
Pleasant Grove UT 84	062		INSURER A Mid-Continent Excess & Surplus					
INSURED			INSURER B :					
Adventure Tree			INSURER C:					
1616 Del Norte Ave			INSURER D :					
			INSURER E :					
St Louis MO 63	117		INSURER F :					
COVERAGES CER	TIFICATE	NUMBER: CL14106228	355		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS	OCUMENT WITH RESPE	CT TO	WHICH THIS	
NSR LTR TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS		
GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000	
X COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence)	\$	100,000	
A CLAIMS-MADE X OCCUR	x	09-SL-000005660	10/3/2014	10/3/2015	MED EXP (Any one person)	\$	Excluded	
					PERSONAL & ADV INJURY	\$	1,000,000	
					GENERAL AGGREGATE	\$	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s		
ANY AUTO					BODILY INJURY (Per person)	s		
ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	S		
HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	s		
7,0100						\$		
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	s		
EXCESS LIAB CLAIMS-MADE					AGGREGATE	s		
DED RETENTION \$						s		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	s		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	"				E.L. DISEASE - EA EMPLOYE	E S		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL It is understood and agreed to respects to its liability are terms, conditions and exclusions. Name of Event: Roots N Blues	that the sing of the sing of the sing of the sing of the single s	e Certificate Hold ut of the activiti	er is named a	s Additio				
Date of Event: 25-27 Septembe Location of Event: 2300 E. Wa		t., Columbia MO 65	201					
CERTIFICATE HOLDER		o., octambia 110 00	CANCELLATION					
City of Columbia, Mis	souri		SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C REOF, NOTICE WILL Y PROVISIONS.			
701 E. Broadway			AUTHORIZED REPRESENTATIVE					

ACORD 25 (2010/05)

INS025 (201005).01

PO Box 6015

Columbia, MO 65205

Daryle Stafford/STEPH