

Introduced by _____ Council Bill No. R 124-12

A RESOLUTION

authorizing a license agreement with the Mid-Missouri Radio Control Association to use a portion of City-owned land used by the Public Works Department for the wastewater treatment plant to fly remote control airplanes for recreational purposes.

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

SECTION 1. The City Manager is hereby authorized to execute a license agreement with the Mid-Missouri Radio Control Association to use a portion of City-owned land used by the Public Works Department for the wastewater treatment plant to fly remote control airplanes for recreational purposes. 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.

ADOPTED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

LICENSE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Mid-Missouri Radio Control Association (hereinafter "MMRCA").

WHEREAS, the City owns a tract of land within the city limits of Columbia upon which the City operates a wastewater treatment plant; and

WHEREAS, MMRCA desires to use a portion of that land owned by the City for the MMRCA members to fly remote control airplanes for recreational purposes.

NOW, THEREFORE, the Parties agree as follows:

1. The City owns a tract of land in the southwest quarter of the city (more particularly shown on the map attached hereto as Exhibit A) upon which the City operates a wastewater treatment plant. The City agrees to allow MMRCA a license to a strip of that property consisting of a three hundred (300) foot by one thousand one hundred (1,100) foot strip (as designated on Exhibit B and a fly zone designated on Exhibit A) to allow MMRCA and members to operate and fly remote control airplanes for recreational purposes in accordance with the terms of this agreement as an accommodation to MMRCA.
2. MMRCA understands and agrees that City owns and maintains the tract primarily for a wastewater treatment plant and sludge distribution site. Further, MMRCA understands and agrees that City has a plant and equipment at the site in order to serve and protect the residents of the City and City's grant of license for use of this space on the site is an accommodation to MMRCA and not a transferable interest to MMRCA nor intended to subordinate City's use of the property to MMRCA.
3. This license given by the City is on a nonexclusive basis. This area is also a City approved bow hunting area during bow hunting season.
4. MMRCA's use of the site shall not interfere with City's use as a wastewater treatment plant nor interfere with the City's emergency or general governmental operations. City shall give MMRCA written notice of such interference and MMRCA shall have five (5) days from the notice to end such interference. If after the five (5) days MMRCA is unable or for any reason does not cure the interference, City may terminate this agreement.
5. The term of this agreement shall be for five (5) years beginning on _____, 2012.
6. In the event City does not need the licensed tract of land described herein for City purposes, and if MMRCA is in compliance with all terms and conditions for this license agreement, MMRCA shall have the option to renew this license agreement

for one additional five (5) year term by giving City written notice at least twelve (12) months prior to the expiration of the initial five (5) year term.

7. There shall be no rent paid by MMRCA.
8. This license agreement may not be assigned or transferred or sublet any portion by MMRCA without prior written consent of the City.
9. Notices must be in writing and are effective when deposited in U.S. Mail certified and postage prepaid to the addresses set forth below:

MMRCA

c/o Mark Johnston
209 Longfellow Lane
Columbia, MO 65203
Phone: (573) 999-6591

City of Columbia, Missouri

City of Columbia Public Works Department
Sewer Utility Division
ATTN: David Sorrell
P.O. Box 6015
Columbia, MO 65205-6015
Phone: (573) 874-7325

10. In the event of emergency that requires City to access or utilize the property used by MMRCA in a manner which interferes with MMRCA's use, City will try to give as much notice as it effectively can but City is not bound by the notice requirement during emergency situations.
11. At its sole expense and in compliance with all applicable City Codes and ordinances, MMRCA may make the following improvements on the site, subject to City's prior approval of installation and construction:
 - a. Erect a gate at the northwest corner of the property.
 - b. Construct a ten (10) foot by eight hundred (800) foot drive from the gate, running north and south.
 - c. Construct an air strip for the model planes.
 - d. Maintain a small movable storage shed on skids.
 - e. Maintain a portable toilet unit.
 - f. Erect a pavilion.
12. None of the structures erected by MMRCA shall allow permanent occupancy.
13. MMRCA and its members shall not consume alcohol on the premises.

14. Upon termination or expiration of this agreement, MMRCA shall remove its equipment, shed, pavilion and gate and will restore the site substantially to the condition as existed on the commencement date.
15. The hours of operation and use by MMRCA shall be limited from dawn to dusk. Planes shall not be flown after dark. MMRCA shall not fly or operate any model "jet planes" on the site.
16. The City is required to bale hay from the site once or twice a year. When baling is to occur, City will provide advance notice to MMRCA and MMRCA shall not fly or operate planes while a City employee, or City contractor, is operating the baling equipment.
17. MMRCA and its members assume all risks inherent in the operation of remote controlled planes and other activities and events held by MMRCA. MMRCA shall fully indemnify City against any loss, cost or expense which may be sustained or incurred by City as a result of MMRCA's use of the property. City and City employees shall not be liable to MMRCA or any of its members for any loss or damages or claims arising out of personal injury or property damage on the site.
18. MMRCA will procure and maintain a public liability insurance policy with limits of one million dollars (\$1,000,000.00) for bodily injury, one million dollars (\$1,000,000.00) for property damage, two million dollars (\$2,000,000.00) in the aggregate with a certificate of insurance to be furnished to the City within ten (10) days of the execution of this agreement. Such policy must provide that cancellation will not occur without at least sixty (60) days prior written notice to the City.
19. This agreement constitutes the entire agreement of the parties. Any amendments must be in writing and executed by both parties.
20. This agreement shall be construed in accordance with the laws of Missouri. If any term is found to be void by a court of competent jurisdiction, such finding shall not affect the remaining terms of the agreement. Should any litigation be instituted as a result of this agreement, venue shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for the Western District.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager


ATTEST:

Sheela Amin, City Clerk


APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

MID-MISSOURI RADIO CONTROL
ASSOCIATION

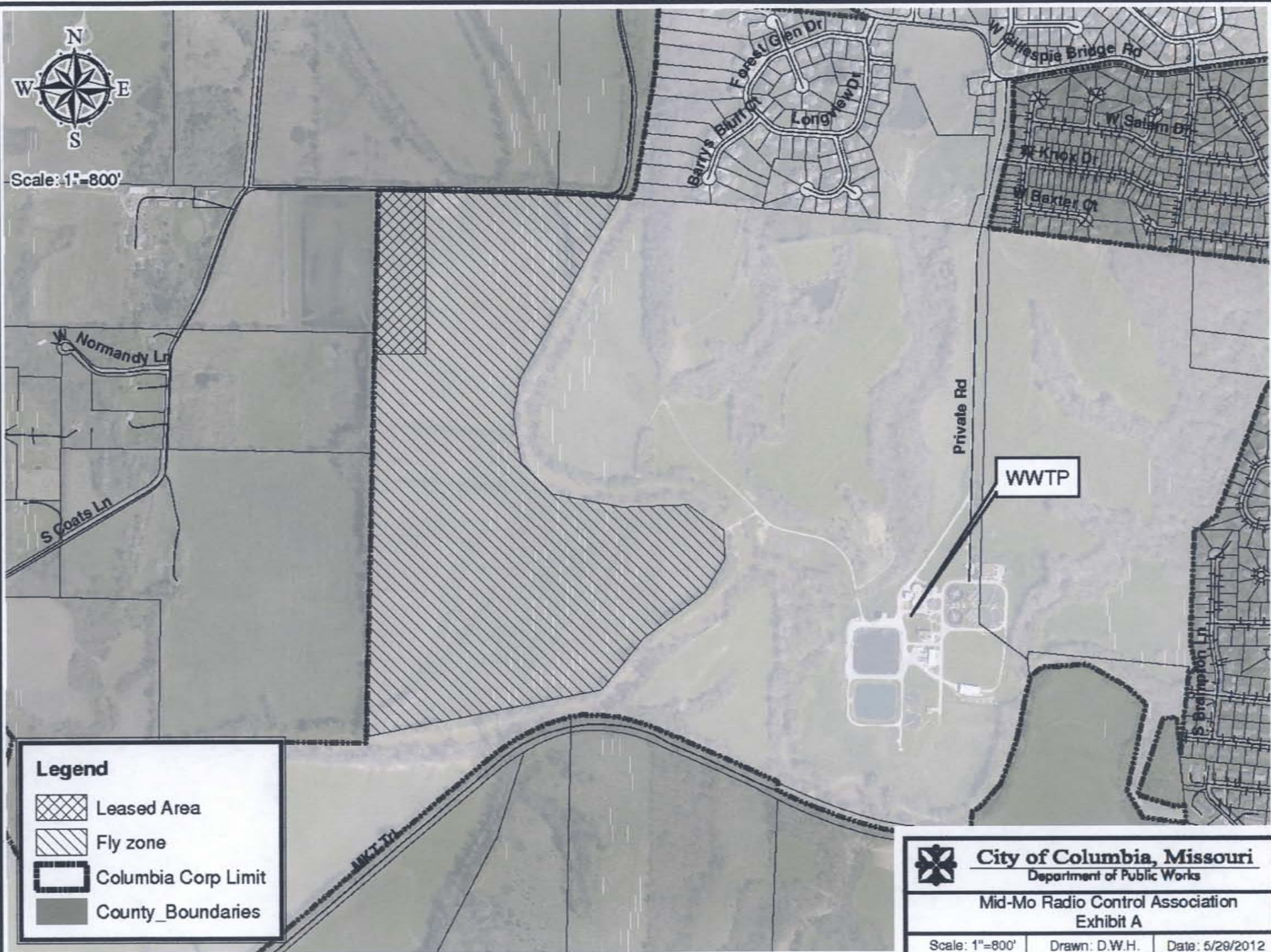
By: 
Mark L. Johnston

ATTEST:


SHAWNA M. VICTOR



Scale: 1"=800'





Scale: 1"=200'





10' x 800' Driveway

30' x 100' Parking Lot

Leased Area
300' x 1100'

Landing Strip

Legend

-  Leased Area
-  Fly zone
-  Columbia Corp Limit
-  County_Boundaries



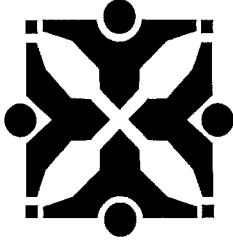
City of Columbia, Missouri
Department of Public Works

Mid-Mo Radio Control Association
Exhibit B

Scale: 1"=200'

Drawn: D.W.H.

Date: 5/29/2012



Source: Public Works *Gah*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: Aug 6, 2012

Re: License Agreement Allowing Mid-Missouri Radio Control Association to Fly Remote Control Airplanes on the City's Waste Water Treatment Plant Property

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute a license agreement with the Mid-Missouri Radio Control Association (MMRCA). This agreement will allow the MMRCA to fly remote control airplanes, for recreational purposes, on property owned by the City at the Waste Water Treatment Plant.

DISCUSSION:

The MMRCA asked the City to consider allowing their members to fly remote control airplanes on City owned property, and identify a suitable site for such use. The Public Works Department identified a suitable site on the Waste Water Treatment Plant (WWTP) property (see attached diagrams). This property is well suited for use by the MMRCA as it is relatively flat pasture land and is located in an area without homes or other buildings nearby. The property was originally used for disposal of sludge generated at the WWTP and is currently used only for hay production. The use for sludge disposal was discontinued in 1995 due to changes in federal regulations related to sludge disposal and excessive levels of nitrates in groundwater monitoring wells on the site. Allowing the MMRCA to utilize this site for flying remote control airplanes will not interfere with the City's use of the property for hay production.

This license agreement would allow the MMRCA to use the City property, for a period of five years, at no cost. It also allows the MMRCA to install the following improvements on site, at the expense of the MMRCA: a gate and drive, an airstrip, a storage shed on skids, portable toilet and a pavilion. All improvements would have to comply with all applicable City codes. The agreement also restricts the hours of use by the MMRCA and prohibits use during the City's harvest of the hay crop.

FISCAL IMPACT:

This agreement will have no fiscal impact to the City.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Encourages the marriage of private and public interest groups to build recreational facilities.

SUGGESTED COUNCIL ACTIONS:

Approval of the resolution authorizing the City Manager to execute the agreement with MMRCA.

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 #	12.2.1
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 #	