WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: 2nd Annual QPEE Tack Swap and Sale and 2nd Annual St. Alban Roe Car Show by Knights of Columbus Council - **Event Partnership Agreements**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Gary Crews, Superintendent of Parks and Recreation

Representatives with the Queeny Park Equestrian Events and Knights of Columbus Council at the St. Alban Roe Parish have contacted the Department of Planning and Parks at the beginning of 2016 about a planned car show and tack swap meet and sale they would like to host in the City's Town Center Area. Specifically, the representatives identified the public plaza area and surrounding parking lot areas, just to the north of Plaza Drive, and the parking garage, for this activity. The car show and tack swap meet and sale would be the second annual events, given both were authorized by the City Council in 2015, and all proceeds from them are to be provided to a charitable organization (Fischer House) or to the not-for-profit, which hosts a major equestrian event at Queeny Park each year; one (1) of the largest in the region.

Specifically, the event details are as follows:

Categories	Details
Name	**2nd Annual QPEE Tack Swap and Sale**
Event Date	April 9, 2016 - Saturday
Event Time, including set-up and cleanup	8:00 a.m. to 5:00 p.m.
Location	Town Center Plaza Parking Lots, including the upper deck of the parking garage.
Categories	**Details**
Name	**2nd Annual St. Alban Roe KofC Car Show**
Event Date	July 3, 2016 - Sunday
Event Time, including set-up and cleanup	9:00 a.m. to 5:15 p.m.
Location	Town Center Plaza Parking Lots, and possibly including a limited number of parking spaces in the upper deck of the parking garage.

The organizers of these events were asked to complete the required Event Partnership Agreements, which are attached. In these agreements, the organizers note that they will need little or no assistance from the City in terms of any of the event's organizational aspects or service facilities. It is the intent of the Knights of Columbus Council to provide all restrooms, wash stations, food, beverages, and other items to attendees, including tents, tables, and chairs, while the Queeny Park Equestrian Events is seeking City assistance with restrooms, wash stations, power cords, and trash cans (the volunteers will empty). Additionally, the organizers also have identified the Knights of Columbus Council and the not-for-profit will be providing the required insurance certificates for the use of the public spaces of the City.

The City already has available trash receptacles the organizer can use, along with power cords. The availability of the portable restrooms and accompanying wash stations can be arranged with the City's provider of these services and would cost somewhere in the range of $230.00. This amount anticipates the provision of an accessible restroom facility, a regular type, and one (1) wash station. Given the size of the equestrian community in Wildwood and the role they play in the City in terms of land preservation and promotion of the rural environment, the Department supports this expenditure, especially from a public health standpoint.

The Department would note that, since the events are planned for a Saturday in April and a Sunday of a holiday weekend, it would not conflict with the Farmers Market on Saturday or any other event. Given the completion of the Event Partnership Agreements, the lack of conflict in the intended use dates with any other events or the facilities themselves, the benefits derived from this charitable organization and the not-for-profit, the Department is recommending the Event Partnership Agreements be supported by the Committee Members and that it authorize staff to forward such recommendations to the City Council for final consideration and action.

If any of the Committee members should have questions or comments in this regard or need additional information on this matter, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on this matter at tonight's meeting. Thank you for your input on this matter and direction on the same.

WILDWOOD

EVENT PARTNERSHIP[i] AGREEMENT

City of Wildwood, Missouri

"Planning Tomorrow Today"

This Event Partnership Agreement (Agreement) dated as of this 10 day of Feb, ~~2015~~ ~~2011~~ 2016, by and between the Queeng Park Equestrian Events (Entity) and the City of Wildwood, Missouri, a municipal corporation of the State of Missouri (City) is hereby entered into between said parties for certain services, actions, or other definable products, as set forth below.

WHEREAS, the City has developed a number of community events and other public functions that are intended to benefit the general welfare of its residents; and

WHEREAS, as the events and activities have grown in popularity, other organizations, clubs, and fraternal orders have sought partnerships with the City to add or improve them from the perspective of their current offerings, interests, and/or locations; and

WHEREAS, with the desire of City Council to encourage greater consistency in determining how these partnerships use public resources, when requested by outside entities, it has created policies for implementation in making said decisions in this regard; and

WHEREAS, before authorization can be granted by the City Council for an event partnership, the Entity must agree to comply with these policies and sign said Agreement, indicating their concurrence; and

WHEREAS, the implementation of this Agreement and related policies are intended to promote the public's health, safety, and welfare by providing safe and quality events on City-owned or leased properties in the Town Center Area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the parties agree as follows:

1. **Term of Agreement; Renewal and Termination Rights.**

The term of this Agreement shall commence on April 9th, ~~2015~~ ~~2011~~ 2016 and end on April 9th, ~~2015~~ ~~2011~~ 2016 ("Term"). This Agreement may be renewed annually at the discretion of the City. There is no expectation of or obligation to renew the Term of this Agreement and it may be terminated at any time by the City, with or without cause.

Event Name -	QPEE Tack Swap + Sale
Event Date -	April 9th, 2016
Event Time -	8am to 5pm
Event Location -	2801 Fountain Place Wildwood, MO 63040

2. **Event Date and Hours of Operations.**

The City reserves the exclusive right to approve, change, reduce, or extend the schedule and hours of operation at the Event at its sole discretion, and exclude certain hours and/or days, as the City deems necessary to provide for the public's safety.

3. **Duties and Obligations.**

The following are duties and obligations that shall be the sole responsibility of the Entity for the approved Event and shall minimally include:

a. Provide to the City an appropriate insurance policy of the Entity to insure and indemnify the City from liability associated with any aspect of the Event, within the reasonable limits allowed (required regardless of level of City participation and/or funding), that is acceptable in form to the City Attorney of the City of Wildwood; and
b. Include the City of Wildwood on all promotional publications, press releases, and other materials indicating its support of this Event, if providing financial support, staffing, or any other public resources towards it; and
c. Provide, at no charge, a venue at the Event, if the City should choose to have a tent or booth for distribution/sale of materials (required regardless of the level of City participation and/or funding); and
d. Agree to the City's right to review and participate in the decisions relating to proposals for the use of its public grounds and sponsorships to ensure each is consistent with the goals and standards of Wildwood; and
e. Coordinate the dissemination of information with the identified liaisons of the City regarding the Event to surrounding businesses; and
f. Submit an agreed upon payment to the City regarding services provided by it to the Entity in support of the Event (amount to be determined by City, based upon reasonable estimate/assessment of costs), including, but not limited to, electricity charges (at a flat rate on a per day basis to be determined, with said amount to be based upon length of event and number of venues), staff time, police services, portable toilets/wash stations, and others, as determined based upon the nature, size, scope, and length of the Event – see Section 6. of this Agreement for further details; and
g. Provide a bond, letter of credit, or cash deposit to the City, in an agreed upon amount, as determined to be acceptable by the Entity and City, for any and all repairs, replacements, restoration, or other activities necessary to be undertaken by the City to grounds, equipment, buildings, structures and/or other improvements, after the conclusion of the Event, where damage has been determined to have occurred due to the Event, and action deemed necessary. Entity shall have the right to review all items identified and appeal any decisions to the City Council of the City of Wildwood; and

4. **Duties and Obligations of City**.

The City may contribute the following items to Entity hosting or partnering in the Event with the City and shall minimally include:

a. Provide space within the Town Center Plaza, surrounding areas, or other locations to accommodate the Event; and
b. Accommodate the use of on-street parking, as well as the public parking garage located south of the Plaza site, if held in Town Center; and
c. Authorize the use of City electricity to provide power for Event activities (see Section 6 Compensation); and
d. Provide marketing and advertising of the Event, if appropriate and needed, utilizing current decision-making parameters regarding its content, associated timeframes, and availability/space in the chosen format(s), including, but not limited to, the Gazette, the City's e-mail newsletters, and the City's website; and
e. Allow for use of tables and tents (including sandbags) for Event, if needed by Entity; and
f. Provide police services, when requested or needed by the Entity (see Section 6 Compensation); and
g. Furnish portable toilets and wash stations for the Event (see Section 6 Compensation).

5. **Additional Rights Reserved by City**.

In addition to those other rights reserved herein, City also reserves the following rights relating to the Event and the use of public property by the Entity:

a. Require a Special Events Permit for use of the facility from the Department of Public Works, with costs to be determined at the time of its submittal, which would list all of the requirements for the user of the public areas, along with the expectations of the City relative to these items listed above. This permit, before approval, would also be provided to the St. Louis County Police Department – Wildwood Precinct - for review and comment; and
b. Restrict or control the availability or provision of alcohol at the Event, by City Council action, which could include an outright prohibition of its sale or distribution, the designation of an alcohol zone in the area, and/or the implementation of certain and defined accommodations utilizing generally accepted standards to address public consumption of intoxicating beverages in public venues. Determinations relating to authorizations for the sale or distribution of alcohol at an Event by the City Council shall be based upon, but not limited to, the following: type of Event, past history of the Event, police recommendation(s), time of day and length of Event, and any other determinants set forth by the City Council at that time being necessary to ensure a thorough review of associated application; and

6. **Compensation**.

Compensation for Event support to the City by the Entity may be required, at the sole discretion of the City Council, upon its review and action on this Agreement. Type, nature, and extent of compensation to the City shall be determined based upon the type of Event, its size, offerings, extent (single or multiple days), and other factors necessitating a commitment from the City, including the Police Department, City personnel, or other resources, that place a significant cost or impact onto this community. The amount of compensation, if required by the City, shall not reasonably exceed the amount necessary to compensate for its direct costs associated with its participation in or partnering with the Entity in the Event.

7. **Nature of Relationship**.

The parties intend that an independent contractor relationship is created by this Agreement. Owners, agents, representatives, principals, or any employee of the Entity are not to be considered employees or agents of City for any purposes, except as to carry out the duties contemplated hereby, nor shall he/she/they represent themselves as such.

8. **Indemnification**.

Entity shall and does hereby indemnify, defend and hold harmless the City, and City's officers, City Council members, agents, and employees from and against any and all actions, proceedings, investigations, claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs (collectively, "Claims"), that the City may incur or suffer as a result of or relating to any willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement, and for such Claims relating to the injury or death of any person or damage to any property arising from the operation of the Event and for claims arising out of the willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement.

9. **Entire Agreement**.

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding (notwithstanding checklist, of roles and responsibilities are thereby attached). Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10. **Partial Invalidity and Exceptions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway. Additionally, duties and obligations identified in this Agreement do not apply to pavilion rental requirements located within public park properties, as previously adopted by the City of Wildwood.

11. **Choice of Law.**

The rights and obligations of the parties shall be governed by, and this Agreement shall be construed, and enforced, in accordance with the internal laws of the State of Missouri.

12. **City Council Approval.**

This Agreement shall not be valid or binding on the City, until approved by the City Council.

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

"CITY"

CITY OF WILDWOOD

By: _____

Name: _____

Title: _____

Date: _____

"ENTITY"

By: Quarry Park Equestrian Events, Inc.

Name: R. Tom Boos

Title: President

Date: 2/16/2016

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[i] **Partnership** – Any use of City resources, including, but not limited to, property, equipment, staffing, funding, and/or police services, by an outside entity, such as a private company, not-for-profit organization, school, or fraternal order, for the purposes of hosting, conducting, participating, or sponsoring a recreational event or community activity within the municipal limits of Wildwood.

WILDWOOD

CHECKLIST - Event Partnership Responsibilities

(Responsibilities are based upon nature of the event and identified commitments of parties)

City of Wildwood, Missouri

To be completed by Representative of Partnering Entity, Group, or Organization, with subsequent City review and concurrence. Please check those responsibilities you, as the Partner would undertake and identify others you are requesting the City to complete.

Representative's Name: Heather McKee of Queeny Park Equestrian Events

Contact Information: (636)399-7306 (Work) Same (Cell)

hlmckeemo@Charter.net (E-Mail)

467 Thunderhead Canyon Dr. Wildwood 63011 (Address)

Responsibility	City	Event Partner
Agreement		
Standard Form City Agreement	✓	✓
Agreement Tailored to Specific Event	✓	✓
Insurance		✓
Specify Financial Responsibilities		✓
Council Authorization	✓	
Budget Authorization		
Event Operations/Activities		
Planning		✓
Conducting		✓
Coordinating		✓
Scheduling		✓
Organization/Business/Charity Participants		✓
Participant Fees		✓
Event Support Staffing		
Partner Resources		✓
City Personnel	N/A	
Contract Personnel	N/A	
Volunteers		✓
Advertisement/Promotion		
Publications		✓

Responsibility	City	Event Partner
Media Contacts		✓
Organization Contacts		✓
City Resources	N/A	
Event Information/Handouts		✓
Local Business/Property Owner Relations		
Advance Communications/Information/Notice		✓
Participation Invitations		✓
Coordination		✓
Trouble-Shooting		✓
Event Sponsorships		
Solicitation		✓
Conditions		✓
Limitations		✓
Emergency Services/Security		
County Police Coordination/Assistance		
General Security		
Traffic Control		N/A
Parking Control		
Pedestrian Safety		
Event Grounds Off-Hour Security		
Emergency Medical		
First Aid		
Entertainment		
Performers		NA
Staging		NA
Sound System		NA
Accommodations/Refreshments		✓
Event Refreshments		
Food		✓
Beverages		✓
Snacks		✓
Meals		✓
Signage		
Event Identification		✓
Directional		✓
Regulatory		✓
Event Transportation		
Shuttle Busing – Off-site Parking		NA
Event Participant Transportation		NA

Responsibility	City	Event Partner
Event Grounds Maintenance		
Refuse Collection	TRASH CANS ✓ dispose bags	✓ we will bag + collect
Grounds Repair		✓
Support Vehicles		NA
Restroom/Wash Stations Facilities		
Temporary Facilities	✓	
Servicing	✓	
Site Preparation – Pre-Event	✓	✓
Site Restoration – Post-Event	✓	✓
Event Parking		
Public Attendees		✓
Participants		✓
Off-Site Parking (private property)		NA
Support Staff		✓
Officials		✓
Public/Private Parking Lot Control		✓
* **Power Supply**	✓	
Use of Existing Services	✓ Extension Cords is Possible	
Temporary Generators		N/A
Service Set-up; Take-down		✓
Permits		
City Permits	✓	✓
Health Department	NA	✓
State/Local Sales Tax	NA	
Miscellaneous Support		
Support Vehicles	NA	N/A
Materials and Supplies		✓
Ancillary Food Refreshments		✓

The undersigned party has reviewed and completed the Checklist, which must receive final approval from the City Council of the City of Wildwood, Missouri.

Organization Representative Signature and Date: R. Jon Boggs 2/16/2016

For Office Use Only:
City Official Signature and Date: _____

EVENT PARTNERSHIP[1] AGREEMENT

1st Draft Date: March 15, 2011/2nd Draft Date: April 19, 2011/3rd Draft Date: May 17, 2011/4th Draft Date: June 21, 2011/5th Draft Date: July 19, 2011

City of Wildwood, Missouri

"Planning Tomorrow Today"

This Event Partnership Agreement (Agreement) dated as of this 14TH **day of** JANUARY, ~~2011~~ 2016, **by and between the** KNIGHTS OF COLUMBUS COUNCIL #12022 **(Entity) and the City of Wildwood, Missouri, a municipal corporation of the State of Missouri (City) is hereby entered into between said parties for certain services, actions, or other definable products, as set forth below.**

WHEREAS, the City has developed a number of community events and other public functions that are intended to benefit the general welfare of its residents; and

WHEREAS, as the events and activities have grown in popularity, other organizations, clubs, and fraternal orders have sought partnerships with the City to add or improve them from the perspective of their current offerings, interests, and/or locations; and

WHEREAS, with the desire of City Council to encourage greater consistency in determining how these partnerships use public resources, when requested by outside entities, it has created policies for implementation in making said decisions in this regard; and

WHEREAS, before authorization can be granted by the City Council for an event partnership, the Entity must agree to comply with these policies and sign said Agreement, indicating their concurrence; and

WHEREAS, the implementation of this Agreement and related policies are intended to promote the public's health, safety, and welfare by providing safe and quality events on City-owned or leased properties in the Town Center Area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the parties agree as follows:

1. **Term of Agreement; Renewal and Termination Rights.**

The term of this Agreement shall commence on JULY 1, ~~2011~~ 2016 and end on JULY 5, 2016, ~~2011~~ ("Term"). This Agreement may be renewed annually at the discretion of the City. There is no expectation of or obligation to renew the Term of this Agreement and it may be terminated at any time by the City, with or without cause.

Event Name -	2ND ANNUAL ST. ALBAN ROE KofC CAR SHOW
Event Date -	JULY 3, 2016
Event Time -	9:00 AM - 5:15 PM*
Event Location -	TOWN CENTER PLAZA PARKING LOT AND PLAZA DR. WEST OF THE UPPER MUNICIPAL PARKING LOT ENTRANCE.

2. **Event Date and Hours of Operations.**

The City reserves the exclusive right to approve, change, reduce, or extend the schedule and hours of operation at the Event at its sole discretion, and exclude certain hours and/or days, as the City deems necessary to provide for the public's safety.

* DOES NOT INCLUDE SET-UP TIME OF 6:00 - 9:00AM AND CLEAN-UP TIME OF 5:15 - 7:30 PM.

3. **Duties and Obligations.**

The following are duties and obligations that shall be the sole responsibility of the Entity for the approved Event and shall minimally include:

a. Provide to the City an appropriate insurance policy of the Entity to insure and indemnify the City from liability associated with any aspect of the Event, within the reasonable limits allowed (required regardless of level of City participation and/or funding), that is acceptable in form to the City Attorney of the City of Wildwood; and
b. Include the City of Wildwood on all promotional publications, press releases, and other materials indicating its support of this Event, if providing financial support, staffing, or any other public resources towards it; and
c. Provide, at no charge, a venue at the Event, if the City should choose to have a tent or booth for distribution/sale of materials (required regardless of the level of City participation and/or funding); and
d. Agree to the City's right to review and participate in the decisions relating to proposals for the use of its public grounds and sponsorships to ensure each is consistent with the goals and standards of Wildwood; and
e. Coordinate the dissemination of information with the identified liaisons of the City regarding the Event to surrounding businesses; and
f. Submit an agreed upon payment to the City regarding services provided by it to the Entity in support of the Event (amount to be determined by City, based upon reasonable estimate/assessment of costs), including, but not limited to, electricity charges (at a flat rate on a per day basis to be determined, with said amount to be based upon length of event and number of venues), staff time, police services, portable toilets/wash stations, and others, as determined based upon the nature, size, scope, and length of the Event – see Section 6. of this Agreement for further details; and
g. Provide a bond, letter of credit, or cash deposit to the City, in an agreed upon amount, as determined to be acceptable by the Entity and City, for any and all repairs, replacements, restoration, or other activities necessary to be undertaken by the City to grounds, equipment, buildings, structures and/or other improvements, after the conclusion of the Event, where damage has been determined to have occurred due to the Event, and action deemed necessary. Entity shall have the right to review all items identified and appeal any decisions to the City Council of the City of Wildwood; and

4. **Duties and Obligations of City.**

The City may contribute the following items to Entity hosting or partnering in the Event with the City and shall minimally include:

a. Provide space within the Town Center Plaza, surrounding areas, or other locations to accommodate the Event; and
b. Accommodate the use of on-street parking, as well as the public parking garage located south of the Plaza site, if held in Town Center; and
c. Authorize the use of City electricity to provide power for Event activities (see Section 6 Compensation); and
d. Provide marketing and advertising of the Event, if appropriate and needed, utilizing current decision-making parameters regarding its content, associated timeframes, and availability/space in the chosen format(s), including, but not limited to, the Gazette, the City's e-mail newsletters, and the City's website; and
e. Allow for use of tables and tents (including sandbags) for Event, if needed by Entity; and
f. Provide police services, when requested or needed by the Entity (see Section 6 Compensation); and
g. Furnish portable toilets and wash stations for the Event (see Section 6 Compensation).

5. **Additional Rights Reserved by City.**

In addition to those other rights reserved herein, City also reserves the following rights relating to the Event and the use of public property by the Entity:

a. Require a Special Events Permit for use of the facility from the Department of Public Works, with costs to be determined at the time of its submittal, which would list all of the requirements for the user of the public areas, along with the expectations of the City relative to these items listed above. This permit, before approval, would also be provided to the St. Louis County Police Department – Wildwood Precinct - for review and comment; and
b. Restrict or control the availability or provision of alcohol at the Event, by City Council action, which could include an outright prohibition of its sale or distribution, the designation of an alcohol zone in the area, and/or the implementation of certain and defined accommodations utilizing generally accepted standards to address public consumption of intoxicating beverages in public venues. Determinations relating to authorizations for the sale or distribution of alcohol at an Event by the City Council shall be based upon, but not limited to, the following: type of Event, past history of the Event, police recommendation(s), time of day and length of Event, and any other determinants set forth by the City Council at that time being necessary to ensure a thorough review of associated application; and

6. **Compensation.**

Compensation for Event support to the City by the Entity may be required, at the sole discretion of the City Council, upon its review and action on this Agreement. Type, nature, and extent of compensation to the City shall be determined based upon the type of Event, its size, offerings, extent (single or multiple days), and other factors necessitating a commitment from the City, including the Police Department, City personnel, or other resources, that place a significant cost or impact onto this community. The amount of compensation, if required by the City, shall not reasonably exceed the amount necessary to compensate for its direct costs associated with its participation in or partnering with the Entity in the Event.

7. **Nature of Relationship.**

The parties intend that an independent contractor relationship is created by this Agreement. Owners, agents, representatives, principals, or any employee of the Entity are not to be considered employees or agents of City for any purposes, except as to carry out the duties contemplated hereby, nor shall he/she/they represent themselves as such.

8. **Indemnification.**

Entity shall and does hereby indemnify, defend and hold harmless the City, and City's officers, City Council members, agents, and employees from and against any and all actions, proceedings, investigations, claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs (collectively, "Claims"), that the City may incur or suffer as a result of or relating to any willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement, and for such Claims relating to the injury or death of any person or damage to any property arising from the operation of the Event and for claims arising out of the willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement.

9. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding (notwithstanding checklist, of roles and responsibilities are thereby attached). Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10. **Partial Invalidity and Exceptions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway. Additionally, duties and obligations identified in this Agreement do not apply to pavilion rental requirements located within public park properties, as previously adopted by the City of Wildwood.

11. **Choice of Law.**

The rights and obligations of the parties shall be governed by, and this Agreement shall be construed, and enforced, in accordance with the internal laws of the State of Missouri.

12. **City Council Approval.**

This Agreement shall not be valid or binding on the City, until approved by the City Council.

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

"CITY"

CITY OF WILDWOOD

By: _____

Name: _____

Title: _____

Date: _____

"ENTITY"

By: _____

Name: JOHN T. BUTLER

Title: GRAND KNIGHT, KOFC COUNCIL # 12022

Date: 1/15/2016

CHECKLIST - Event Partnership Responsibilities

(Responsibilities are based upon nature of the event and identified commitments of parties)

City of Wildwood, Missouri - Draft Date: July 19, 2011

To be Completed by City Official and Representative of Entity, Group, or Organization -

City Official's Name: _____

Representative's Name: GARY A. LEWIS

Contact Information: 636-458-6047 ~~(Work)~~ HOME 314-598-0824 (Cell)

GARYALBERTLEWIS62@GMAIL.COM (E-Mail)

16811 WESTGLEN FARMS DR., WILDWOOD, MO 63011-1796 (Address)

Responsibility	City	Event Partner
Agreement		
Standard Form City Agreement		
Agreement Tailored to Specific Event		
Insurance		✓
Specify Financial Responsibilities		
Council Authorization		
Budget Authorization		
Event Operations/Activities		
Planning		✓
Conducting		✓
Coordinating		✓
Scheduling		✓
Organization/Business/Charity Participants		✓
Participant Fees		✓
Event Support Staffing		
Partner Resources		
City Personnel		
Contract Personnel		✓
Volunteers		
Advertisement/Promotion		
Publications		✓
Media Contacts		✓
Organization Contacts		✓
City Resources		
Event Information/Handouts		✓

Responsibility	City	Event Partner
Local Business/Property Owner Relations		
Advance Communications/Information/Notice		
Participation Invitations		
Coordination		
Trouble-Shooting		
Event Sponsorships		
Solicitation		✓
Conditions		✓
Limitations		✓
Emergency Services/Security		
County Police Coordination/Assistance		
General Security		✓
Traffic Control		✓
Parking Control		✓
Pedestrian Safety		✓
Event Grounds Off-Hour Security		
Emergency Medical		
First Aid		
Entertainment		
Performers		
Staging		
Sound System		
Accommodations/Refreshments		
Event Refreshments		
Food		✓ Hot Dogs & Burgers etc
Beverages		✓
Snacks		
Meals		
Signage		
Event Identification		✓
Directional		✓
Regulatory		
Event Transportation		
Shuttle Busing – Off-site Parking		
Event Participant Transportation		

Responsibility	City	Event Partner
Event Grounds Maintenance		
Refuse Collection		✓
Grounds Repair		
Support Vehicles		
Restroom/Wash Stations Facilities		
Temporary Facilities		✓
Servicing		✓
Site Preparation – Pre-Event		✓
Site Restoration – Post-Event		✓
Event Parking		
Public Attendees		✓
Participants		✓
Off-Site Parking (private property)		
Support Staff		✓
Officials		
Public/Private Parking Lot Control		✓
Power Supply		
Use of Existing Services		
Temporary Generators		✓
Service Set-up; Take-down		✓
Permits		
City Permits		✓
Health Department		
State/Local Sales Tax		
Miscellaneous Support		
Support Vehicles		✓
Materials and Supplies		✓
Ancillary Food Refreshments		

The undersigned parties have reviewed and completed the Checklist and agreed on said responsibilities, which must receive final approval from the City Council of the City of Wildwood, Missouri.

City Official Signature and Date: _____

Organization Representative Signature and Date: Gary A. Lewis 1/14/2016

GARY A. LEWIS

January 15, 2016

Mr. Gary Crews
Superintendent of Parks and Recreation
City of Wildwood
16860 Main St.
Wildwood, MO 63040

Proposed Event: July 3, 2016 Charity Car Show
Location: Wildwood Town Center Plaza parking lot

Dear Gary,

As discussed at the Celebrate Wildwood planning meeting, our Knights of Columbus Council would like to hold its 2nd Annual St. Alban Roe KofC Car Show on Sunday, July 3rd on the Town Center Plaza parking lot. We will not require use of the upper lot of the municipal parking garage.

The net proceeds from this event will be donated to Fisher House. The St. Louis Fisher House, located at #1 Jefferson Barrack Road, provides a "home away from home" for families of active duty personnel or veterans receiving care at the St. Louis VA Medical Center.

To augment the enclosed Special Event Permit Application and Event Partnership Agreement, here are some additional points of clarification:

1. A registration fee of $20 per car will be charged to each entrant who wishes to have his car judged. This fee will help to defray some of our expenses. Spectators will not be charged admission. The total attendance is estimated at 500, which breaks out as follows: 125 cars and their owners, 25 volunteers to staff the car show, and 350 spectators. Once the cars are registered, they will be assigned parking spots, where the cars will remain until the car show ends.

2. The Knights will be soliciting car oriented vendors to sponsor the car show with their donations. Some of these vendors may bring their own tents in order to promote their businesses.

3. Food will be prepared and served by Wayno's Mobile International Cuisine. Their food truck will be parked on Plaza Dr. The Knights plan to sell soft drinks such as bottled water, canned soda, and Gatorade.

4. The Knights will be supplying four regular port-a-johns, one handicapped port-a-john, and one hand washing station, four tents, five tables, an electric generator, and two PA systems (one for announcements and one for music).

5. I handle the liability insurance for the Council and will be applying a special event liability insurance policy with limits of $1,000,000 per occurrence / $5,000,000 in the aggregate (combined single limit bodily injury and property damage) with Greenwich Insurance Company, rated A+ XV by AM Best. The Greenwich policy form allows for multiple parties to be named as Additional Insureds (e.g. the City of Wildwood and any other parties as required by the City Council). Heacock Insurance, the insurance agent, will not accept the insurance application until 90 days prior to the event, but I should be able to furnish the City with an insurance certificate as soon as the coverage is bound (sometime between April 15th and May 1st).

I am available to meet with you any time to answer your questions and to address your concerns. I look forward to working again with you. Thank you for your consideration.

Sincerely,

Gary A. Lewis, CIC, CRM
Car Show Chairman
St. Alban Roe Knights of Columbus Council # 12022
16811 Westglen Farms Dr.
Wildwood, MO 63011-1796
Home: 636-458-6047
Cell: 314-598-0824
E-Mail: garyalbertlewis62@gmail.com

Enclosures:

1. Special Event Permit Application
2. Event Partnership Agreement