



Board of Alderman Request for Action

MEETING DATE: 8/16/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1097, Nehemiah Festival

REQUESTED BOARD ACTION:

A motion to approve Resolution 1097, authorizing use of Smith's Fork Park to host a music festival.

SUMMARY:

David Lin has requested the exclusive use of Smith's Fork Park for the annual Nehemiah Festival hosted by Grace Community Church. The event has been held for the past sixteen years at Smith's Fork, with a similar exclusive agreement. Last year's attendance was estimated at 3,000.

Mr. Lin has requested rental of the entire campground. Past agreements have outlined a rate based on per year average occupancy rate. This payment calculation is included in the recommended agreement. The average occupancy rate in 2021 was 43%. The estimated revenue to the City would be \$4,231.20 (34% of 82 campsites X \$40 per day for 3 days). Fifty percent payable prior to September 15, 2022 and the remainder due on or before September 27, 2022.

In addition to the base amount, Nehemiah Festival will also pay two dollars for each primitive campsite used and \$50 per shelter per day.

PREVIOUS ACTION:

The Board has approved agreements with Grace Community Church for the Nehemiah Festival every year since 2013.

POLICY ISSUE:

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FINANCIAL CONSIDERATIONS:

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ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: | |

RESOLUTION 1097

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRACE COMMUNITY CHURCH FOR USE OF SMITH'S FORK PARK TO HOST A MUSIC FESTIVAL

WHEREAS, Grace Community Church has approached the City requesting use of Smith's Fork Park on September 15, 16 and 17, 2022 to host a music festival; and

WHEREAS, the Smithville Board of Aldermen have approved the exclusive use of Smith's Fork Park to Grace Community Church for the music festival; and

WHEREAS, the City and the Church have negotiated a contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH GRACE COMMUNITY CHURCH FOR THE PURPOSE OF HOSTING THE NEHEMIAH FESTIVAL AT SMITH'S FORK PARK ON SEPTEMBER 15, 16 AND 17, 2022.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 16th day of August 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

City of Smithville,

Missouri

AGREEMENT

THIS AGREEMENT entered into this 16 day of August, 2022, between the **CITY OF SMITHVILLE, MISSOURI** (City) and **GRACE COMMUNITY CHURCH** of Smithville, a non-profit corporation (Church) as follows:

WHEREAS, Church desires to use City's Smith's Fork park to sponsor a Christian Music and Camping Festival called the Nehemiah Festival from September 16-18, 2022; and

WHEREAS, the use of said park facility as envisioned will sell out the use of the park area for any other purpose;

NOW THEREFORE it is agreed as follows:

1. City agrees that Church may have exclusive use of Smith's Fork Park area as hereinafter designated on Exhibit A on September 15, 16, and 17, 2022. Non-exclusive use for setting up is granted on September 15, 2022.
2. Church shall pay City for such exclusive use as follows:
 - A. Four Thousand Two Hundred and Thirty-One Dollars and Twenty Cents \$4,231.20 (43% of 82 campsites X \$40 per day for 3 days) Fifty percent (50%) payable prior to September 15, 2022 and the remainder due on or before September 27, 2022.
 - B. Two Dollars (\$2.00) for each primitive campsite used outside of the campground.
 - C. Fifty Dollars (\$50.00) per shelter per day (2 shelters for 3 days for a total of \$300.00).
 - D. Fees for B and C will be collected at end of Festival but not later than October 1, 2022.
3. Camp hosts have the option to stay in the campground without obligations to the Festival.

4. Supplying and cleaning restrooms will be the responsibility of the Church. City to provide key for locked paper containers. City staff will conduct inspection on Monday, September 19, 2022 and notify Church of deficiencies. Church will be responsible for charges associated with additional clean up to get restroom facilities in operation.
5. Church will supply labor and containers sufficient to maintain the cleanliness of the Festival area.
6. Church will supply security sufficient for actual crowd attending Festival.
7. Church will be allowed to use the driving range for Festival parking. Staff and Volunteers can use the ball field and soccer parking lots for overnight parking.
8. Church will be allowed to use the practice football fields and spillways parking lot for activities and concerts.
9. No primitive camping will be allowed on any of the two ball fields, football field or soccer fields.
10. No parking at the primitive campsites that are not in the campground. All campers must park in the designated parking areas and walk to the campsite.
11. Church will be responsible for the opening and closing of the campground gate starting Thursday, September 15, at 8:00 a.m., ending Sunday evening, September 18, at 5:00 p.m.
12. Church shall provide proof of a Two Million Dollar (\$2,000,000) liability insurance policy covering their use of the park with the City and U.S. Corp of Engineers listed as additional parties insured. Church hereby indemnifies City for any liability or damages incurred as a result of their use of the park.
13. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.
14. This Agreement shall be governed by the laws of Missouri.
15. This Agreement shall not be effective until approved by an ordinance duly enacted by the Board of Aldermen of Smithville, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF SMITHVILLE, MISSOURI

BY

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

GRACE COMMUNITY CHURCH

BY

ATTEST:
