



Board of Aldermen Request for Action

MEETING DATE: 5/21/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1354 – Nehemiah Festival 2024 Agreement

REQUESTED BOARD ACTION:

Motion to approve Resolution 1354, authorizing and directing the Mayor to execute an agreement with Grace Community Church for the use of Smith's Fork Park to host a music festival.

SUMMARY:

David Lin, with Grace Community Church, 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 eighteen 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 September 13-15. 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 2023 was 39.5%. The church shall pay the City for such exclusive use as follows: Three thousand eight hundred eighty-six dollars and eighty cents \$3,886.80 (39.5% of 82 campsites X \$40 per day for 3 days) Fifty percent (50%) payable prior to September 13, 2024 and the remainder due on or before September 27, 2024.

In addition to the base amount, Nehemiah Festival will also pay two dollars for each primitive campsite used and \$50 per shelter per day (\$300).

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 checked="" type="checkbox"/> Other: Application | |

RESOLUTION 1354

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 13, 14 and 15, 2024 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 13, 14 AND 15, 2024.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 21st day of May 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond,
City Clerk

**City of Smithville,
Missouri
AGREEMENT**

THIS AGREEMENT entered into this 21st day of May, 2024, 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 13-15, 2024; 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 13, 14, and 15, 2024. Non-exclusive use for setting up is granted on September 12, 2024.
2. Church shall pay City for such exclusive use as follows:
 - A. Three thousand eight hundred eighty-six dollars and eighty cents \$3,886.80 (39.5% of 82 campsites X \$40 per day for 3 days) Fifty percent (50%) payable before September 14, 2024, and the remainder due on or before September 25, 2024.
 - 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 the end of the Festival but not later than October 1, 2024.
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 a key for locked paper containers. City staff will conduct an inspection on Monday, September 18, 2024, and notify Church of deficiencies. Church will be responsible for charges associated with additional cleanup 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 the actual crowd attending the 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 fields 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 14, at 8:00 a.m., and ending Sunday evening, September 17, 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:
