



WILDWOOD

March 17, 2015

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: St. Alban Roe Car Show by Knights of Columbus Council – Event Partnership Agreement

Council Members:

A representative with the Knights of Columbus Council at the St. Alban Roe Parish contacted the Planning/Economic Development/Parks Committee at the beginning of 2015 about a planned car show it would like to host in the City's Town Center Area. Specifically, the representative identified the public plaza area and surrounding parking lot areas, just to the north of Plaza Drive, and the parking garage, for this activity. This car show would be the first annual and all proceeds from it are to be provided to a charitable organization, in this case, the St. Louis Fisher House, which assists veterans' families, while a member of them is receiving treatment at a Veterans Administration Facility, i.e. St. Louis VA Medical Center.

Specifically, the event details are as follows:

Categories	Details
Name	1 st Annual St. Alban Roe KofC Car Show
Event Date	July 5, 2015 - Sunday
Event Time, including set-up and cleanup	6:15 a.m. to 7:30 p.m.
Location	Town Center Plaza Parking Lots, including the upper deck of the parking garage

The organizer of this event was asked to complete the required Event Partnership Agreement, which is attached. In this agreement, the organizer notes that it will need no assistance from the City in terms of any of the event's organizational aspects or facilities as well. 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. Additionally, the organizer also has identified the Knights of Columbus Council will be providing the required insurance certificate for the use of the public spaces of the City.

The Committee would note that, since the event is planned for a Sunday, of the holiday weekend, it would not conflict with the Farmers Market on Saturday or any other event. Given the completion

of the Event Partnership Agreement, the lack of conflict in the intended use date with any other events or the facilities themselves, the benefits derived from this charitable organization to the St. Louis Fisher House, and the church is a Wildwood institution, the Committee is recommending the Event Partnership Agreement be supported by the City Council and that it authorize staff to complete such with the St. Alban Roe Knights of Columbus Council for this activity that is planned for July 2015.

If any of the City Council 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 in this matter and direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Gary Crews, Superintendent of Parks and Recreation
John Butler, St. Alban Roe Knights of Columbus Council

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

EVENT PARTNERSHIP 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 3 day of March, ²⁰¹⁵~~2011~~, 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 4, ²⁰¹⁵~~2011~~ and end on JULY 6, 2015, ~~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 -	1ST ANNUAL ST. ALBAN ROE KOEC CAR SHOW
Event Date -	JULY 5, 2015
Event Time -	9:00 AM - 5:30 PM *
Event Location -	TOWN CENTER PLAZA PARKING LOTS, INCLUDING UPPER MUNICIPAL LOT NEAR WILLOWOOD HOTEL.

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 6:15-9:00 AM AND CLEAN-UP TIME OF 5:30-7:30 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.

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 Steve MacLanias - Cell 314 489 9048

Contact Information: NONE-RETIRED (Work) 314-598-0824 (Cell)

GARYALBERTLEWIS62@GMAIL.COM (E-Mail)

16811 WESTGLEN FARMS DRIVE, 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		✓
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: Steve S. Williams 3-03-2015

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: John Butler

Name: JOHN BUTLER

Title: GRAND KNIGHT

Date: 3/3/15

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.



February 16, 2015

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

Proposed Event: July 5, 2015 Charity Car Show
Location: Wildwood Town Center Plaza parking lots, including upper level municipal lot adjacent to the rear side of the Wildwood Hotel

Dear Mr. Crews:

I have been a resident of Wildwood since before it was incorporated as a city and a car enthusiast for even longer than that. I am a Vietnam era veteran and also a member of the St. Alban Roe Knights of Columbus Council # 12022. As you may be aware, the Knights are a fraternal organization, which takes pride in performing charitable works, including raising funds for worthwhile charities.

Our Council would like to hold the 1st Annual St. Alban Roe KofC Car Show on Sunday, July 5th on the Town Center Plaza parking lots. The net proceeds from this event would be donated to the Fisher House Organization. The St. Louis Fisher House, located at #1 Jefferson Barrack Rd., provides a "home away from home" for families of active duty personnel who are receiving care at the St. Louis VA Medical Center.

To augment the attached Special Event Permit Application, 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 are in the process of 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 members of the SAR Knights of Columbus, the SAR Ladies Auxiliary, and possibly the SAR Men's Group. The Knights have a portable concession stand, which will be used to prepare and serve the food, as well as serve soft drinks.
4. In addition to our concession stand, the Knights will be supplying three port-a-johns, two hand washing stations, one or two tents, three or four tables, an electric generator, and a PA system.
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 / \$2,000,000 in the aggregate (combined single limit bodily injury and property damage) with Axis Insurance Company, rated A+ XV by AM Best. The Axis policy form allows for multiple parties to be named as Additional Insureds (e.g. the City of Wildwood and any other parties 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 May 1st and May 15th).

I am available to meet with you any time to answer your questions and to address your concerns. I look forward to hearing from 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



WILDWOOD

Special Event Permit Application

Section I

Applicant's Name: GARY A. LEWIS		Date: 2/16/2015
Applicant's Address: 16811 WESTGLEN FARMS DR., WILLOWOOD, MD		Zip: 63011
Sponsoring Organization: ST. ALBAN ROE KNIGHTS OF COLUMBUS COUNCIL #12022		Phone: 636-458-6047
Person in Charge: JOHN J. BUTLER, GRAND KNIGHT		Phone: N/A
Type of Activity: CAR SHOW TO BENEFIT CHARITY		
Location of Property: N/A		
Property Owner: N/A		Phone: N/A
Owner's Address: N/A		
Requested Date(s) of Operation: 07/05/15 / Thru 07/05/15 /		
Record Times of Operation Below:		
Sunday	6:15 AM To 7:30 PM	Thursday
Monday	To	Friday
Tuesday	To	Saturday
Wednesday	To	To
Estimated Attendance: 500 PEOPLE INCLUDING 125 SHOW CARS	Estimated Receipts: \$3,500	

Section II

Carnival Devices: (rides, mechanical devices, etc.)		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Company Providing Devices: N/A			
Type Beverages: SODA AND WATER	How Dispensed: SODA (ALUM. CANS) WATER (PLASTIC BOTTLES)		
Type Food: BURGERS, HOT DOGS, FRIES, NACHOS	How Dispensed: CONCESSION STAND		
Type Power: (check all that apply)	Electric <input checked="" type="checkbox"/>	Diesel <input type="checkbox"/>	Gasoline <input checked="" type="checkbox"/> GENERATOR
Activity:	Bonfire <input type="checkbox"/>	Block Party <input type="checkbox"/>	Parade <input type="checkbox"/> Other <input checked="" type="checkbox"/> (see above) CAR SHOW
Activity Area:	Barricaded <input type="checkbox"/>	Fenced <input type="checkbox"/>	Roped <input type="checkbox"/> Posted <input checked="" type="checkbox"/> SIGNS
Sanitary Facilities:	None <input type="checkbox"/>	Public <input type="checkbox"/>	Private <input type="checkbox"/> Portable <input checked="" type="checkbox"/>
Spectator Area:	Permanent <input type="checkbox"/> Temporary <input checked="" type="checkbox"/>	Fenced <input type="checkbox"/>	Roped <input type="checkbox"/> Seating <input type="checkbox"/>
Structures: (platforms, bandstands)	TENTS	Portable <input checked="" type="checkbox"/>	Permanent <input type="checkbox"/> To be constructed <input type="checkbox"/>

Section III

Fire Protection: NONE	First Aid: NONE	Security: KOFC VOLUNTEERS
Type of Signs: BRIGHTLY COLORED MADE OF CORRUGATE PLASTIC MATERIAL	Location: TOWN CENTER PLAZA PARKING LOT, INCL. UPPER MUSIC LOT NEAR HOTEL	
Insurance Coverage Company: AXIS INSURANCE CO. RATED A+ XV BY AM BEST		
Property Damage: \$1,000,000 / \$2,000,000 COMBINED	Liability: \$1,000,000 / \$2,000,000 SINGLE LIMIT	

Applicant's Signature

Gary A. Lewis