

RESOLUTION NO. 092313-3

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHAMPIONSHIP DEMOLITION DERBY ASSOCIATION AND THE CITY OF ABILENE, KANSAS, CONCERNING THE SALE OF CEREAL MALT BEVERAGES ON CITY-OWNED PROPERTY

WHEREAS, the Association proposes the temporary sale of cereal malt beverages on City-owned property for an authorized event; and

WHEREAS, the City seeks to establish certain requirements with respect to the proposed temporary sale of said cereal malt beverages on City-owned property to ensure a safe event for the public.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

Section 1. Memorandum of Understanding. That a Memorandum of Understanding with the Central Kansas Free Fair Association and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A.**

Section 2. Implementation. The Mayor is hereby authorized to execute the Memorandum of Understanding with the Championship Demolition Derby Association, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

Section 3. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 23rd day of September, 2013.



ATTEST:


Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: 
Angela Casteel, Vice-Mayor

EXHIBIT A

Memorandum of Understanding

Championship Demolition Derby Association

and

City of Abilene, Kansas

(2013 Five-State Demolition Derby Beer Garden)

September 23, 2013

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this 23 day of September, 2013, between the Championship Demolition Derby Association (“Association”) and the City of Abilene, Kansas, a municipal corporation, (the “City”) with respect to the facts and objectives set forth below.

RECITALS

- A. The Association proposes the temporary sale of cereal malt beverages on City-owned property during the Midwest Demolition Derby Championship (“Event”), which is hereby designated as an authorized event.
- B. The City seeks to establish certain requirements with respect to the proposed temporary sale of cereal malt beverages on City-owned property to ensure a safe event for the public.

NOW, THEREFORE, in consideration of the foregoing, the City and Association agree as follows:

1. Purpose. The purpose of this Memorandum is to establish certain requirements for the Association to temporarily sell cereal malt beverages on City-owned property during the authorized Event.
2. Term. This Memorandum shall become effective upon the issuance by the City to the Association, or Association’s representative, of a valid cereal malt beverage permit pursuant to Article 7 of the City Code, and shall remain in effect until 10:30 pm on October 19, 2013.
3. Fee for Services. Following the completion of the Event, the City Manager and Police Chief shall meet with representatives of the Association and review the Police Department’s expenses directly related to the Event. Following the review, the City will invoice the Association for Police Department expenses it deems to have been attributable to the Event.

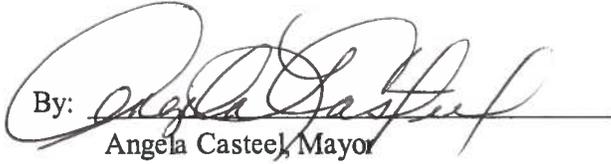
The Association agrees to compensate the City for expenses of the Abilene Police Department (“Police Department”) related to law enforcement services necessary to ensure public safety during the Event at an hourly rate of Fifty Dollars (\$50.00). The Association agrees to submit payment to the City for said expenses by the close of business on November 1, 2013. All payments shall be remitted to the Finance Director of the City of Abilene at PO Box 519, Abilene, KS 67410.

4. Police Patrol. The Association understands that the Police Department will not provide dedicated police service for the Event, but that it shall respond as may be necessary and appropriate to incidents or calls for service. The Association agrees that the Police Department shall have access to all areas of the event at all times, and that it may establish any number of checkpoints or take such other measures as it may determine appropriate to enforce alcohol-related laws.
5. Designated Area. The Designated Area for the Beer Garden shall be as provided in **Exhibit A**, attached to this Agreement. The Association will be responsible for ensuring all consumption of cereal malt beverages occur within the boundaries of the Designated Area.

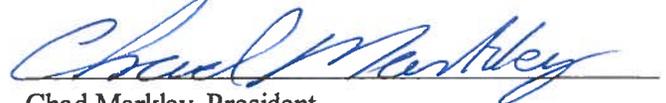
6. Stadium Area. The Association shall work with the City to minimize any unauthorized beverages in the Stadium Area adjacent to the Designated Area. The City agrees to prohibit outside beverages that have been opened from entering Abilene Stadium and authorizes the Association to enforce this prohibition on behalf of the City. The City authorizes the Association to sell non-alcoholic beverages in the confines of Abilene Stadium throughout the event.
7. Security. The Association agrees to provide to the City an adequate security plan for the Event. Said plan shall be reviewed and approved by the Police Chief prior to the commencement of the Event.
9. Regulations. The Association, and any third-party caterer, shall be required to comply, at all times, with all state and local requirements pertaining to the temporary sale of cereal malt beverages. The Association shall only serve cereal malt beverages. The Association shall provide a means to monitor the number of drinks an individual has been sold by the beer garden and shall impose a three-drink limit per night for each person.
10. Hours of Operation. The Association may begin serving such permitted beer no earlier than 5:00 pm and all sales shall terminate at 10:30 pm. The hours of operation shall apply to both days of the Event.
11. Inspection. The Association shall have all physical aspects of the Designated Area constructed at least three days in advance of the Event. The Association shall allow the City to inspect the Designated Area prior to the Event and agrees to make any changes or modifications as may be requested by the City prior to the commencement of operations for the Beer Garden.
12. Administrative Review. Within fourteen days following the Event, the City Manager shall meet with the Police Chief and representatives of the Association to review the Event. The City Manager shall, within fourteen days of such review, prepare a recommendation as to the ability of the Association to obtain any future permits for similar events on City-owned property. Such recommendation shall be presented to the City Commission for review and consideration.
13. Penalties. The Association agrees that failure to comply with the any of the provisions of this Memorandum of Understanding may disqualify the Association and its representatives from obtaining approval for future events involving the consumption of alcohol on City-owned property for a minimum of five years.
14. Insurance. The Association shall provide proof of comprehensive general liability insurance of \$1 million combined single per occurrence for bodily and personal injury or death, injury to or destruction of property, including loss resulting from activities associated with the permitted beer garden. Such proof of insurance shall be provided to the City three days prior to the commencement of operations at the beer garden and shall name the City as an "additional insured."
15. Indemnification. The Association, and any third-party contractors, agree to hold City harmless from and to indemnify City from any and all liability to third persons for any injuries to persons or property resulting from activities related to the Beer Garden.
16. Transferability. The Association agrees that no rights contained herein may be transferred or assigned by Association and that such rights may only be transferred or assigned with the written consent of the City.

IN WITNESS WHEREOF, the City of Abilene, Kansas, and the Championship Demolition Derby Association have caused this Memorandum of Understanding to be executed as of the day and year first above written.

CITY OF ABILENE, KANSAS

By: 
Angela Casteel, Mayor

**CHAMPIONSHIP DEMOLITION DERBY
ASSOCIATION**


Chad Markley, President
Championship Demolition Derby Association

ATTEST:


Penny Soukup, CMC
City Clerk

