

RESOLUTION NO. 060815-2

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRAL KANSAS FREE FAIR 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 ONE. 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 TWO. Implementation The Mayor is hereby authorized to execute the Memorandum of Understanding with the Central Kansas Free Fair Association, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. 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 8th day of June, 2015.



ATTEST
Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Dennis P. Weishaar*
Dennis P. Weishaar, Mayor

EXHIBIT A

Memorandum of Understanding

Central Kansas Free Fair Association

and

City of Abilene, Kansas

(2015 Central Kansas Free Fair Beer Sales)

June 8, 2015

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 8th day of June, 2015, between the Central Kansas Free Fair 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 alcoholic liquor on City-owned property for an authorized event.
- B. The City seeks to establish certain requirements with respect to the proposed temporary sale of certain alcoholic liquor 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 alcoholic liquor limited to beer on City-owned property.
2. Effective Dates. The terms and conditions outlined in this Memorandum of Understanding shall be effective during the duration of the Central Kansas Free Fair scheduled for July 29, 2015 through August 3, 2015. The Association shall be permitted to sell alcohol as herein specified during all Rodeo and Demolition Derby events at the Abilene Stadium.
3. Permit. The Association shall openly display a copy of its valid temporary alcoholic liquor permit in the Designated Area, pursuant to Article 7 of the City Code, when the Beer Garden is operational.
4. Payment. The Association agrees to compensate the City for any and all expenses of the Abilene Police Department related to law enforcement services necessary to ensure public safety during the event at an hourly rate of Fifty Dollars (\$50.00). Within ten days of the completion of the event, the Police Chief shall meet with representatives of the Association and review the Police Department's expenses directly related to the event. Based on the results of this review, the Association agrees to compensate the City for any Police Department expenses above the initial payment by the close of business on August 16, 2015. All payments described herein shall be remitted to the Finance Director of the City of Abilene at PO Box 519, Abilene, KS 67410.
5. Police Patrol. The Abilene Police Department will provide officers, as deemed appropriate, to directly patrol the event and surrounding grounds. The Association agrees that the Abilene Police Department may establish any number of checkpoints or take such other measures as the City may determine appropriate to enforce alcohol-related laws. The Association agrees that the Abilene Police Department shall have access to all areas of the event at all times. The Association agrees that the Abilene Police Department may terminate alcohol sales at any time if conditions warranting such termination are determined to exist.

6. Designated Area. The Designated Area for the authorized beer garden shall be as provided in **Exhibit A**, attached to this Agreement. The Association will be responsible for ensuring all consumption of alcohol occurs within the boundaries of the Designated Area.
7. 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.
8. Security. The Association agrees to provide security to ensure 1) that no outside beverages enter Abilene Stadium at any time during the event; 2) that only those persons of a legal drinking age may purchase and consume alcohol within the Designated Area; 3) that no open or unopened container may leave the Designated Area at any time; 4) that no alcoholic beverages of any type will be allowed into the area located directly east of the Abilene Stadium and commonly known as the Pit Area at any time during the event; and 5) that no open containers of any type are allowed to enter the Pit Area at any time during the event.

All security workers shall be clearly identified with brightly colored shirts that shall have "Security" imposed in readable letters somewhere on the shirt. All security workers shall not consume any alcoholic beverages at any time while so identified as security.

All such security workers shall be approved by the Police Chief at least five days in advance of the commencement of the event. The Association also agrees to provide security to ensure that the terms and conditions of the Beer Garden as provided herein are complied with. The Association agrees not to be reimbursed by the City any amount for the provision of such security services.

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 alcoholic liquor. The Association shall only serve alcoholic liquor limited to beer; the Association shall not serve or allow to be served any other alcohol, spirits, wine or any other liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed by a human being. Additionally, the Association shall not 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. Signage. The Association agrees to post prominent signage around the perimeter of the Designated Area. Such signage shall be placed every ten feet and shall read as follows: "Beer Garden - Must be at Least 21 to Purchase and Consume Beer." The Association agrees to post prominent signage around the perimeter of Abilene Stadium. Such signage shall be prominently placed shall read as follows: "Authorized Event - No Outside Beverages Allowed."

The Association shall post signs at all entrances and exits informing attendees that no outside beverages will be allowed into Abilene Stadium and that all persons are subject to a search upon entering the stadium. All signs shall be produced and posted at the sole cost of the Association.

11. 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.
12. 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.
13. Administrative Review. Within ten business days following the event, the City Manager and Police Chief shall meet with representatives of the Association to review the event. The City Manager shall, within fourteen business days of such review, prepare a recommendation as to the ability of the Association to obtain any future permits for similar events on public owned property. Such recommendation shall be presented to the City Commission for review.
13. Penalties. The Police Chief, or designee, is authorized to terminate the sale of alcohol or cereal malt beverages for the remainder of the Central Kansas Free Fair if the Police Chief, or designee, determines that the Association has failed to make a good faith effort in complying with the provisions of this Memorandum of Understanding. Further, the Association agrees that failure to comply with 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 public owned property for a minimum of five years at the discretion of the City Commission.
14. Insurance. The Association shall provide proof of comprehensive general liability insurance equal to at least One Million Dollars (\$1,000,000) 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 at least 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. Entire Agreement. This Agreement, and any attachments, constitute the entire Agreement between the City and the Association.
17. 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.

[REMAINDER LEFT BLANK]

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

CITY OF ABILENE, KANSAS

By: 
Dennis P. Weishaar, Mayor

ATTEST:


Penny Soukup, City Clerk

CENTRAL KANSAS FREE FAIR ASSOCIATION



President
Central Kansas Free Fair Association
619 N. Rogers Street
Abilene, KS 67410

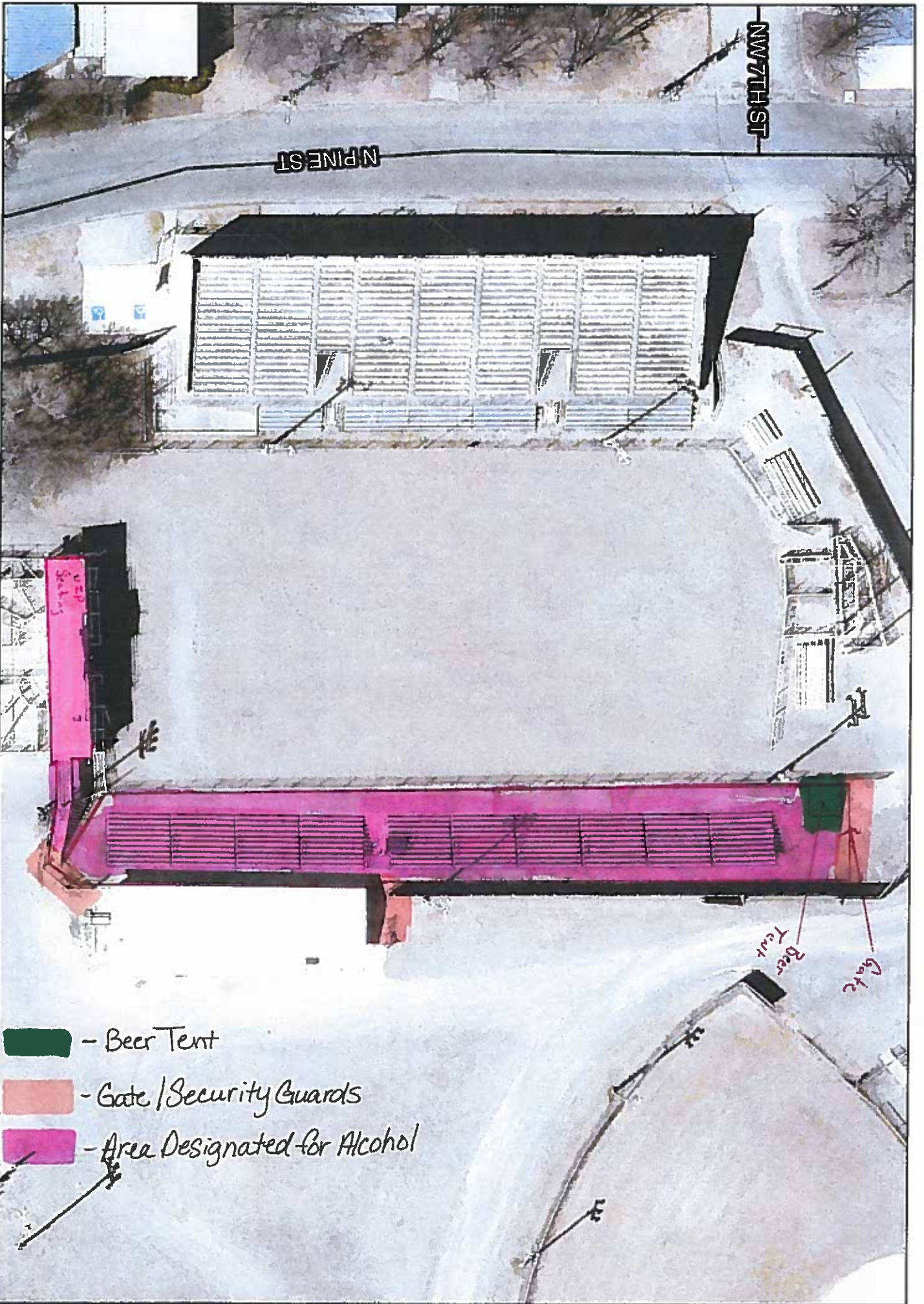
EXHIBIT A

Map of Designated Area

Central Kansas Free Fair Beer Garden

June 8, 2015

Rodeo Arena



0 15 30 60 Feet



This map is for informational purposes only and should not be used to determine precise boundaries, roadways, property boundary lines or legal descriptions. It shall not be construed to be an official survey of any data depicted.
--Dickinson County GIS