

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 17, 2015**

TITLE:	AGREEMENT – Consideration of a Second Addendum to the Eagle Mountain City Rodeo Grounds Operation, Management and Lease Agreement.		
FISCAL IMPACT:	NA		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Notice to newspapers

REQUIRED FINDINGS:

**Public Works Board
Recommendation**

Vote: N/A

**Prepared By:
Fionnuala Kofoed**

NOTES/COMMENTS:

RECOMMENDATION:

That the City Council approves the Second Addendum to the Eagle Mountain City Rodeo Grounds Operation, Management and Lease Agreement.

BACKGROUND:

The proposed amendment to the Rodeo Lease Agreement reduces the comprehensive public liability and property damage insurance requirement from \$3,000,000 aggregate to \$2,000,000, delegates the City Administrator or designee as the approval authority for events that will have a total attendance of 250 people or more and clarifies the operational costs associated with events at the rodeo grounds. With the recent sale of the utilities, meters have been installed at the rodeo grounds and as such, there will be hard costs associated with the use of the facility which may be passed on to the tenant.

**Second Addendum to
Eagle Mountain City Rodeo Grounds
Operation, Management and
Lease Agreement**

This *Second Addendum to the Eagle Mountain City Rodeo Grounds Operation, Management and Lease Agreement* (the "Agreement") is made and entered into by and between **Eagle Mountain City**, a municipal corporation of the State of Utah ("Landlord"), and **Pony Express Rodeo Committee**, a Utah non-profit corporation ("Tenant"). If there are provisions in this Addendum that are inconsistent with the provisions of the Agreement, the provisions of this Addendum shall supersede the inconsistent provisions of the Agreement.

I. Section 2 of the Agreement is hereby amended and restated as following:

2. USE.

2.1 Notice and Approval of Events. For each event to be held at the Rodeo Grounds, Tenant shall comply with the Landlord's procedures for approval of special events, including, but not limited to, submission and approval of a Special Events Permit Application in the form provided by the Landlord. In addition, for any event or activity that Tenant anticipates that will have a total attendance of 250 people or more, Tenant shall obtain written authorization for the event from the Eagle Mountain City Administrator or designee. Tenant is encouraged to obtain approval for all events as early as possible to assure that the event is not cancelled or delayed if the Landlord does not approve the event. Landlord may, in Landlord's sole and absolute discretion, prohibit any event or activity that Landlord deems may subject Landlord to unacceptable financial risk or that Landlord determines is not compatible with the best interest of the public.

II. Subsection 5.1 of the Agreement is hereby amended and restated as following:

5.1 Operating Expenses. Tenant is responsible for all regular and ordinary operating expenses of the Rodeo Grounds. In addition, Tenant shall be responsible for all costs and expenses associated with any events at the Rodeo Grounds including, but not limited to, water, power, lighting, police and ambulance services, crowd control, barricades, parking services, trash collection and disposal, and advertising and promotional activity.

III. Subsection 8.1 of the Agreement is hereby amended and restated as following:

8.1 Liability. Tenant shall, throughout the term hereof, at its own cost and expense, procure and maintain in full force and effect comprehensive public liability and property damage insurance insuring Tenant, Landlord, and their respective directors, officers, agents and employees against loss, damage or liability for personal injury, death or damage to property resulting from any cause whatsoever, including without limitation the acts and/or omissions of the insured

parties incident to the use of or resulting from an occurrence on or about the Rodeo Grounds with minimum limits of liability of \$1,000,000 for personal injury to or death of one person, and \$2,000,000 for personal injury or death of two or more persons in each occurrence or event, and in a minimum amount of \$1,000,000 for damage to property resulting from each occurrence or event.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum on this ____ day of _____ 2015.

EAGLE MOUNTAIN CITY

**PONY EXPRESS RODEO
COMMITTEE**

Christopher Pengra, Mayor

By: _____

Print Name: _____

Title: _____

Attest:

Fionnuala B. Kofoed, City Recorder

Approved as to Form:

City Attorney