# **Special Event Operations Agreement**

THIS AGREEMENT (hereinafter "Agreement") is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Ragtag Film Society (hereinafter "Organizer"), a nonprofit corporation organized in the state of Missouri and with authority to transact business within the state of Missouri.

# WITNESSETH:

WHEREAS, Organizer desires to host 2019 True False Film Festival (hereinafter "Event") and Organizer has requested the closure of any public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special event which either occurs the day before or the day of any scheduled University of Missouri home football game or is an event that will require city services, equipment or support that is outside the ordinary course of business of the City; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia's Code of Ordinances, City and Organizer have negotiated the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

- 1. Date, Time, and Location of Event. The date, time and location of the Events are set forth in Organizer's Event information contained in Exhibit A.
- 2. Closure of Streets, Sidewalks, and Public Places. The Event Area (hereinafter "Event Area") is designated in the Event map contained in Exhibit B. Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in Exhibit B. Except as set forth in this Agreement and attached exhibits, all areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.
- 3. Roles and Responsibilities.
  - a. City's Responsibilities. City shall provide the services in support of the Event which are contained in Exhibit C.
  - b. Organizer's Responsibilities. Organizer shall be responsible for complying with the terms of this Agreement, the Exhibits, and any and all approved Plans and Technical Map. Organizer shall be responsible for compliance

with the Operations Agreement regardless of the failure of any third party, contractor, subcontractor, agent, employee, or volunteer to fulfill its obligations or promises to the Organizer. Organizer shall pay the fees set forth in the City of Columbia Code of Ordinances for the Event.

- 4. Special Event Permit. Upon the payment of the Event deposit specified in Exhibit D, City shall issue a special event permit to Organizer for the Event in the designated Event map contained in Exhibit B, subject to the restrictions and conditions set forth in this Agreement and in the Exhibits, approved Technical Map and plans. The special event permit is contingent upon Organizer complying with this Agreement, maintaining specified insurance, and operating the Event in accordance to the terms set forth herein and in the attached Exhibits and approved Technical Map and plans.
- Organizer shall take out and maintain for the Event(s) such 5. Insurance. Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by anyone directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of Event(s). The minimum amount and types of insurance required are outlined in Exhibit E. At least thirty (30) days prior to the Event, Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a thirty (30) day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of this Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, City shall have the right to cancel and terminate this Agreement without notice.
- 6. HOLD HARMLESS. To the fullest extent not prohibited by law, Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Organizer, of anyone directly or indirectly employed by or otherwise working for Organizer, or of anyone for whose acts Organizer may be liable, in connection with the Event(s). This provision does not, however, require Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration

or termination of this Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

- 7. Restrictions and Conditions, Plans and Technical Map.
  - a. Hours of Operation. Organizer is allowed to operate the Event on the date(s) and time(s) specified in Exhibits A and D.
  - b. Security Plan. No later than two (2) weeks prior to the Event, Organizers shall provide a Security Plan acceptable to the City. Organizer shall comply with Organizer's Security Plan which has been approved by the City. Organizer shall be responsible for implementing the Security Plan in the event of an emergency situation. Organizer shall provide additional security personnel in the amount of one (1) per every five hundred (500) attendees.
  - c. Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event(s).
  - d. Organizer shall comply with the additional provisions set forth in Exhibit D.
  - e. Required Technical Map. Organizer will submit for City review and approval an Event Technical Map. The Event Technical Map shall be dated as of the date of the last change. The Technical Map that shall include, but is not limited to, details on the placement of vendor and /or concession booths, porta-johns, art installations, alcohol service locations, trash/recycling locations, and any other temporary tents and structures placed inside the Event location outlined on the Event Map. Organizer shall finalize its Event Technical Map and submit it for City approval. The special Events permit is contingent upon the City's written approval of the final Technical Map for the Event.
- 8. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

- 9. Compliance with Laws. Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations.
- 10. The term of this Agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date. Section 6 of this Agreement shall survive termination of this Agreement.
- 11. Termination for Public Safety. City may terminate this Agreement and/or any permit issued pursuant to this agreement when the City Manager, in the City Manager's sole discretion, determines that such action is necessary when there is a credible threat to public health, safety and welfare.
- 12. Termination by Default. Should Organizer be in default of any provision of this Agreement or any requirements contained herein or in an attached exhibit or approved plan, City may immediately terminate this Agreement and may revoke any permit issued for the Event.
- 13. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
- 14. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 15. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the state of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 16. Compliance with ADA and Nondiscrimination Laws. Organizer shall comply with federal, state and local laws related to Equal Opportunity and Nondiscrimination. Organizer shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category. In addition, Organizer shall comply

with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices and public accommodations. Organizer shall make the Event accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

17. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Organizer's Event Information
В	Event Maps
C	City's Responsibilities
D	Special Event Restrictions and Conditions
E	Minimum Insurance Requirements
F	Application & Supplemental Materials

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls. In the event of a conflict between the terms of the exhibits, the exhibits control in the order listed above.

18. Entire Agreement. This Agreement represents the entire and integrated Agreement between Organizer and City relative to the Event(s). All previous or contemporaneous agreements, representations, promises and conditions relating to the Event(s) described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

	CITY OF COLUMBIA, MISSOURI
	By: John Glascock, Interim City Manager
	Date:
ATTEST:	
Sheela Amin, City Clerk	_
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor/rw	
	ORGANIZER
	By:
	Name and Title:
	Date:
ATTEST:	
Name and Title:	_

# Exhibit A

# Organizer's Event Information

1) Organizer desires to utilize various locations in the Downtown area, both public and private, for the 2019 True False Film Festival to be held on February 28 through March 3, 2019; subject to the restrictions and conditions set forth in this agreement and in the Exhibits.

# Exhibit B

# **Event Maps**

1) Event maps are contained in Exhibit F – Application & Supplemental Materials.

# Exhibit C

# City's Responsibilities

# The City shall provide:

- 1) Additional recycling and trash services throughout downtown during the four days of the festival. Utilities-Solid Waste Division will set up trash/recycling receptacles by February 28, 2019 and remove the receptacles on March 4, 2019. Sidewalk trash/recycling receptacles will be placed at the following locations: near Blue Note/Coffee Zone; near Ragtag/Uprise; at the corner of Walnut and Orr, by Sager Braudis Gallery (the 2019 TF Box Office; by Tiger Hotel; throughout Alley A, between Hitt and 8th; at corner of Cherry and Hitt by the parking garage; 9th Street/Locust at Yogo Luv; 9th/Elm by United Methodist Church; corner of University and Hitt, by Rhynsburger; and the T/F Party Space (TBD). A recycling drop-off container will be placed on Cherry Street between 8th and 9th Streets during the event. In addition to the trash/recycling receptacles, one dumpster shall be placed at the T/F Lab, at 1600B Business Loop 70 East for four months (mid – December through mid- April); the City will cover the cost of two months (mid-February through mid-April 2019). Event Organizer requests a dumpster for the Party Space (TBD) exact dates to be confirmed once space availability is confirmed by event staff – these costs will be covered by Event Organizer. City will provide 20 X-frame receptacles for use in film venues and other spaces at no additional cost.
- 2) Organizer and Columbia Center for Urban Agriculture are allowed to haul food waste compostables during the festival weekend from the Event Area to 1207 Smith Street, Columbia, MO 65201, where the food waste compostables will be properly composted.
- 3) Free admission for festival pass holders, attendees, and the public on Go CoMO during the four days of the festival.
- 4) Advertising on the outside of Go CoMO buses beginning January 1 until March 6, 2019 (same size as last year; Event Organizer will provide the signage).
- 5) Reserved parking meters 02/25/2019 3/04/19 (see below):
  - 8S16/8S14 across the street from Tiger Hotel on 8th
  - L811/L809 NW corner of Locust and 9th
  - L814/L816 SW corner of Locust and 9th
  - L810/L812 South side of Locust on the 800 block
  - L900 NE corner of Locust and 9th
  - 9S212/9S210 In front of MOUMC
  - 9S209 In front of Columbia Art League

- 9S217/9S219 In front of Shakespeare's (these spaces may remain open until 3/7/19)
- U932 SW corner of University and Hitt
- TS220 NE corner of 10th and Elm
- TS200 SE corner of 10th and Elm
- TS203 200 block of 10th behind MOUMC
- TS211/TS213 200 block of 10th behind MOUMC
- C1011/C1009 Cherry near Ragtag
- TS11 10th and Alley A on west side of 10th
- 9N13 9th Street in front of Blue Note
- TBD music lounge
- 6) Up to \$1,000 in CoMo Park cards; Event Organizer will return previous years' cards to have them reloaded.
- 8) General assistance as outlined in Event Organizer's Application (Exhibit F).
- 9) In lieu of permits secured through the City of Columbia Community Development Department and contingent upon the underlying property owner's approval, the Event Organizer is approved to place signage and art as proposed in Supplemental Materials (Exhibit F) on private property and in the right of way. Installations shall be inspected for stability and compliance by the City of Columbia Community Development and Fire Departments.
- The City shall shut off the streetlight on the east side of 9<sup>th</sup> Street in front of Britches Clothing Shop and Tiger Barber by noon (12:00 p.m.) Thursday, February 28, 2019, for the installation and execution of the 'Great Wall' Art Projection. This projection will run from 7:00 p.m. until 11:00 p.m. each evening of the Festival (Thursday through Sunday). The streetlight will be returned to its original, functioning manner on Monday, March 4.

# Exhibit D

# **Special Event Restrictions and Conditions**

- 1) Hours of Operation. Organizer shall operate the Event during the following hours. Event opens at 4:00 p.m. on Thursday, February 28, 2019, ending at 1:00 a.m. on Friday, March 1, 2019; on Friday, March 1, 2019 thru Sunday, March 3, 2019 beginning each day at 9:00 a.m. and concluding at 1:00 a.m. the following morning.
- 2) Set-Up and Clean-Up Activities. Set-up for the Event may occur beginning at 8:00 a.m. on Friday, February 22, 2019 thru Thursday, February 28, 2019, ending no later than 10:00 p.m. daily. All tents, port-a-johns, art installations and other temporary structures used for the Event shall be removed and other clean-up completed by 6:00 p.m. Thursday, March 7, 2019.
- 3) Waiver of the Open Container. Organizer has requested a waiver from the requirements of section 16-185 of the City Code to allow possession and consumption of alcoholic beverages during the Jubilee event held outside the Missouri Theatre on 9<sup>th</sup> Street from Locust south to Elm Street, on Thursday, February 28, 2019 from 4:00 p.m. until 8:30 p.m. The area will be defined with a tent set up by A-1 rentals, security personnel will be stationed at points of ingress and egress as well as appropriate signage indicating "ID checking No alcohol beyond this point". Within this designated area, the following additional requirements pertain.
  - a. Alcoholic beverages shall be served at the soda & bar stations shown on the Event Technical Map.
  - b. Alcohol service is limited to two (2) alcoholic beverages per customer per service.
  - c. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
  - d. Alcoholic beverages shall not be served in glass bottles or glass containers. Alcoholic beverages shall be served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
  - e. Bartenders and Event staff are responsible for insuring that ID's are checked before the issuance of wrist bands.

- f. Intoxicated individuals shall not be served.
- g. All servers and Event staff in the alcohol service areas are required to complete and carry on their person a Server Card issued by the Columbia/Boone County Department of Public Health and Human Services.
- h. Stations serving or distributing alcohol shall be monitored and randomly checked for compliance with alcohol regulations by the City of Columbia and/or the State of Missouri.
- 4) Alcohol. Organizer has requested permission to serve alcoholic beverages as part of the concessions operations. All service of alcohol at the Event shall comply with all local, State and Federal rules, regulations and laws.
- 5) Noise. In the event of a stage delay, Organizer shall notify City's designated Event coordinator. The City's designated Event coordinator may allow a noise waiver until 11:30 p.m. on Sunday, March 3, 2019.
- 6) Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event.
- 7) Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Organizer.
- 8) Organizer shall secure all necessary City permits required in connection with the Event.
- 9) Organizer shall comply with the City approved Event plans.
- 10) The Parties agree that Organizer will provide 8 Lux passes as part of the sponsorship package.
- 11) Management of Trash, Recycling, and Clean-up. City and Organizer shall negotiate a plan for the management of trash, recycling and clean-up of Event. Organizer shall comply with the City approved plan for the management of trash, recycling and clean-up of the Event.
- 12) Signage. Signs, art and banners promoting the Event may only be displayed seven days in advance of the Event and on the days of the Event. All such signs, art and banners shall be temporary and shall be removed upon completion of the Event.

- 13) Required Plans. Organizer shall provide to City the following plans for the City's review prior to the Event. City shall review the plans and approve the plans in the City's sole discretion. Failure to obtain City's approval of the required plans shall result in the cancellation of the Event permit.
  - a. Security Plan. Organizer shall provide a Security Plan to outline procedures to be implemented in the event of an emergency situation during the Event.
  - b. Severe Weather/Emergency Shelter Plan. Organizer shall provide a Severe Weather / Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the Event.
  - c. Accessibility Plan. Organizer shall provide City with a plan to ensure Event is accessible in accordance with the requirements of the Americans with Disabilities Act and related regulations.
  - d. Concessions/Vendor Plan. Organizer shall submit a Concessions and Vendor Plan. The plan shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. The approved Technical Map shall indicate the location of concession facilities, identification of vendors, and shall outline plans for disposal of any waste generated by vendor operations. Any ashes resulting from the use of portable charcoal grills are to be removed. There is absolutely no dumping of the ashes on the grass or grounds. All grease, frying oil, and other waste products resulting from vendor operations must be removed. Organizer is responsible for addressing these issues as part of the overall trash/recycling plan.
  - e. Transportation Plan. Organizer shall submit a Transportation Plan which shall identify the hours of service and routes for transportation for the Event.
  - f. Trash, Recycling, and Clean-up Plan.

### Exhibit E

# **Minimum Insurance Requirements**

- 1) Organizer's Insurance. Organizer shall obtain and maintain the following insurance in connection with the Event.
  - a. Organizer shall take out and maintain for the Event Employers' Liability and Workers' Compensation insurance for all of its employees working in connection with the Event for the duration of set-up, execution and breakdown of the Event (February 28, 2019 thru March 3, 2019). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.
  - b. Organizer shall take out and maintain for the Event such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of the Event (February 28, 2019 thru March 3, 2019). The amount of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
  - c. Organizer shall take out and maintain for the Event Automobile Liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the Event for the duration of set-up, execution and breakdown of the Event (February 28, 2019 thru March 3, 2019).
  - d. Liquor Liability. Organizer shall take out and maintain liquor liability coverage for the Event. Liquor Liability coverage shall be no less than \$1,000,000.00.
  - e. Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a thirty (30) day mandatory cancellation notice.

# Exhibit F Application & Supplemental Materials

# City of Columbia Special Use Permit and Application

Completing a Special Use Permit Application is a 5 step process and can be completed in multiple sessions. Complete and submit the form and application fee to the City Manager's office ninety (90) days prior to the first day of the event with the exception of parades and block parties (10 days). Incomplete or illegible applications will not be accepted.

# \* Indicates a required field.

View Application Form

# True/False Film Festival 2019 - 02/28/2019 - Permit No: 1847

Date/Time Received: 11-26-2018 3:21 pm

# **Application Status:**

In Review

**Payment Received** 

## **Details:**

Date: 11/26/2018 03:23:20 PM

Payment Type: CC Invoice No: 3215 Permit No: 1847

Approval Code: 03227G Pament Status: APPROVAL Log on to Virtual Merchant

# **ATTACHMENTS**

# **Attachments:**

Street Closure Petition

Insurance Certificate

Map

**Temporary Structure Permit** 

**Emergency Plan** 

Additional Information

# APPLICANT INFORMATION

APPLICANT CONTACT:	( # ##			one: 34428783	Cell: 520 390 930
	E-mail Address: camellia@truefalse.org				•
MAILING	Street A	Address: 5 South 9th Stree	t suite #202		
ADDRESS:	City:		Sta	nte:	Zip:
	Columb	Columbia		ssouri	65201
SECONDARY	Name:			one:	Cell:
CONTACT:	Duncan Joseph Bindbeutel			34244333	5734244333
	E-mail	Address: duncan@truefals	se.org		
ON SITE CONTACT (if different than applicant):	Name: Duncan Bindbeutel			Phone: 5734244333	
EVENT INFO	RMATI	ON			
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		Procession/March Concert/Performand Farmers/Outdoor M	larket	<ul><li>Neighbor</li><li>Parade</li></ul>	npetitive Athletic rhood Block Party
		Concert/Performand	larket ⁄al	Neighbor	•
Public or Resid	lential S	Concert/Performand Farmers/Outdoor M Festival/Fair/Carniv	larket ⁄al	<ul><li>Neighbor</li><li>Parade</li></ul>	•
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Other
**Note: A permittee shall post a sign at each entrance and exit to the closure area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the closure area. A permittee must post the sign required under this section during the time the entry fee is in effect**
Columbia Parks and Trails:
Does your event include the use of Columbia Parks or Trails?

🧵 Yes 💿 No

# Alcohol: \*

If your event includes the sale of alcohol, are you requesting a waiver of the open container ordinance?

Yes No

EVE	NT DETAILS					
EVENT DATES: (Indicate dates OPEN to attendees)		HOURS: (Indicate hours OPEN to attendees)		EXPECTED ATTENDANCE: (Daily Attendance)		
Day 1	Date: 02/28/2019	Start Time: 4:30pm	End Time: 1:00am	Attendees: 4000	Staff/Volunteers:	
Day 2	Date: 03/01/2019	Start Time: 11:30am	End Time: 1:00am	Attendees: 5000	Staff/Volunteers:	
Day 3	Date: 03/02/2019	Start Time: 9:00am	End Time: 1:00am	Attendees:	Staff/Volunteers:	
ALTERNATIVE (Date and Time):		Date:		Times:		
EVENT SETUP BEGINS (Date and Time):		Date: 02/22/2019		Times: 8:00 am until 10:00pm		
EVENT DISMANTLE (Date and Time):		Date: 03/04/2019		Times: 8:00 am until 10:00pm		
EVE DES	NT CRIPTION:	explanation" for down days and the elements of the True/False runs the hours are S	or this descrip times, as well a e 2019 True/Fal s for FOUR days OA - 1A, with 40	tion and for mor as details and s se Film Fest. Ad ; the fourth day 300 expected at	al Use Form, additional re details about set up and tear information about other proposed dditionally, please note that y is Sunday, March 3, 2019, and tendees and 300 expected dismantle days, ending on March	
EVE	NT LOCATION:					

Describe in detail, include addresses and ATTACH REQUIRED MAP In 2019 we will utilize 8 film venues:
Jesse Auditorium, Jesse Hall, University of Missouri
Missouri Theatre, 203 S. 9th Street
The Blue Note, 7 N. 9th Street
The Forrest Theater at The Tiger Hotel, 23 S. 8th Street, in the Tiger
Ballroom
Ragtag Cinema, 10 Hitt Street
The Globe Theater at the First Presbyterian Church, 16 Hitt Street
The Picturehouse Theater at the Missouri United Methodist Church, 204 S.
9th Street

We will also utilize 2 other known venues: Sager Braudis Gallery, 1025 E Walnut Street, as our Box Office Studio 4 in McKee Gym (MU Campus), 616 Hitt Street, for Campfire Stories,

Has this event been produced before?

Yes No When? yearly since 2004

Is this an annual event?

Yes
No

Are there any other name/s by which this event is known?

Yes No

# Barricades:

Describe any temporary barricades and/or fencing that will be utilized for this event: Pending approval of our request for a street closure on 9th Street (block between Elm & Locust), we plan to place barricades by 10A on Thursday 2/28/19, and plan to remove the barricades by midnight on Sunday 3/3/19. We

Rhynsburger Theatre, 505 Hitt Street

would plan to utilize City barricades, and welcome any help the City can provide in setting them up.

\*\*Note: In accordance with MUTCD standards, barricades for street closures must be obtained from the City of Columbia Street Department (573-874-6289)\*\*

# REQUIRED MAPS

Please provide a map of the event. Be sure to include the following:

Boundaries of the activity with square footage and entryway widths or route for mobile event;

Electrical – locations of generators and electrical connections;

Emergency access (20 feet clear for fire truck and public safety access;

Equipment (stages, booths and tents, fencing, bike racks, risers, by type and size);

Accessible Routes;

Food vendor locations:

Recycle and trash receptacles;

Hydrant connection locations;

Alcoholic beverage service locations;

Sanitation facilities;

Portable toilets, including accessible provisions;

Parking provisions, including accessible parking;

Location for barricade delivery; and/or

Other:	
VENDORS	
Merchandise Sales:	
Does your event include the sale of (non-food) goods?	
○ Yes ⊙ No	

# Food Vendors:

Does your Event include the sale of food?

Yes • No

# ALCOHOLIC BEVERAGES

# Alcohol:

Does your event include the sale of alcohol?

Yes No

Does your event include the distribution of alcohol \*

Yes
No

Are you requesting a waiver of the open container ordinance?

O Yes O No

# COOKING AND MOBILE FOOD VENDING

# Cooking, Grilling, Combustibles, Open Flames:

Does your event include cooking or open flame on the premises?

Yes No

# STORM WATER COMPLIANCE

All Grey water (waste water, mop water, hand sink water, dish water, wash out stations) must be placed in the sanity sewer, arrangements can be made to have a grey water dump site installed by the Water and Light Department at 573-874-7325.

Cooking oil and grease traps must be disposed of at grease disposal tanks located through the city of Columbia. These tanks are located in the downtown area at a variety of locations, to find the nearest location to your event, contact the Public Works Department at (573) 874-7250.

# STRUCTURES

# **Tents and Canopies:**

Does your Event include the set-up of tents or canopies? (Tents above 100 square feet (20ft x 20ft) require a temporary structure permit.)

Yes Solve

A Temporary Structure permit can be found here. Please include completed application in step 3.

# SOLID WASTE

In your event's plan for trash removal/recycling (i.e. dumpsters/trash bins);

Are you requesting the use of City services (i.e. Trash/recycling receptacles; removal)?  • Yes For questions regarding the size of event and solid waste services required, call (573) 874-6291.  • No
Will your event use portable toilets? (Refer to ADA guidelines on the City of Columbia's special events website.)  Yes No
WATER AND ELECTRIC
Will your event require the use of City utilities?
Will your event include the use of generators?
ADA ACCESSIBILITY
Describe the plan for ADA accessible Routes: All of our venues are ADA accessible and have ADA accessible sidewalks etc.
For more information relating to ADA accessibility, please click here.
ENTERTAINMENT
Are there any musical entertainment features related to your event?  • Yes • No  Number of Stages: 9  Number of Performers/Bands: 30
Performer/Band Name and Music Type:  Various bands and musical types; musicians will perform at the venues listed above, inside the venues. Additionally, we plan to feature one to two musicians in the street closure area for the Jubliee (held 5:30-7P Thurs 2/28).
PUBLIC SAFETY PLAN
SECURITY
Please describe your procedures for both crowd control and internal security:

We train all of our venue staff rigorously in crowd control and potential security issues, and know when to alert authorities. Additionally, paid staff members are on hand or a phone call away in emergencies.

Have you hired a security company to handle security arrangements for this event?

Yes No

Are you planning on utilizing OFF-DUTY Columbia Police Officers?

Yes No

### EMERGENCY PREPAREDNESS

EMERGENCY PLAN (Hazardous weather, Fire, etc.)

Please describe and attach a detailed emergency procedure plan:

We have contingency plans for all potential emergencies; we train all of our volunteers to be aware of these potential emergency situations. See attached emergency procedures (which we use for training) for more info.

# MEDICAL PERSONNEL

Will your event have on-site medical personnel?

Yes • No

# TRANSPORTATION/TRAFFIC PLAN

# Parking:

Describe the plan for parking:

We let festgoers know (via our website, program, and emails) what city parking is available; additionally, we encourage festgoers to park once and walk between venues, use the T/F Shuttle system, and otherwise use public transportation, bikes, or walking as a means to travel to and around the festival.

Do you plan to use metered parking spaces outside of the event footprint?

Yes No

# **Transportation:**

Does your event plan to utilize shuttles or transportation services?

Yes No

### Describe:

We have partnered with Go COMO to have a special T/F shuttle route. See attached documents for more info.

# Describe your plan for traffic and pedestrian flow and control: We train all of our venue staff rigorously in crowd control; we have staff stationed at each venue whose sole job it is to manage lines and to ensure that pedestrian walkways are clear. Reviewers Reponse -Payment received **Details:** Date: 11/26/2018 03:23:20 PM Payment Type: CC **Invoice No: 3215** Permit No: 1847 Approval Code: 03227G Pament Status: APPROVAL Log on to Virtual Merchant • Request Staff Review - Notes: Applicant will not be notified. Staff reviewers will be notified. • Additional Information Required - Notes: Applicant will be notified. Should not be selected until department review is complete. • Application Withdrawn - Notes: *Applicant will be notified*. • Approved - **Notes**: *Applicant will be notified*. Disapproved - Notes: Applicant will be notified. Instructions for Applicant: Click update status to save comments and send appropriate notifications.

Traffic Flow - Pedestrian and Vehicular:

# SUPPLEMENTAL MATERIALS FOR TRUE/FALSE SPECIAL USE APPLICATION FORM

Set Up and Tear Down dates/times: February 22 - February 28, 2019, 8 AM - 10 PM daily; March 4, 2019, 8 AM - 10 PM; March 5 - 7, 2019, 9A - 6P.

Event dates/times: February 28, 2019, 4 PM - 1 AM; March 1 - 3, 2019, 9 AM - 1AM daily.

Detailed description of event: The True/False Film Fest will run February 28 - March 3, 2018, for its fifteenth edition. The festival conducts approximately 140 film screenings at 8 Columbia locations; those locations are: The Picturehouse, located inside the Missouri United Methodist Church on 9th Street; Missouri Theatre Center for the Arts; The Blue Note; Ragtag Cinema; the Forrest Theater at the Tiger Ballroom; Jesse Auditorium; Rhynsburger Theatre (on MU campus); and the Globe Theater, located at the First Presbyterian Church on Hitt Street. Each screening is preceded by a short musical performance. In addition, the festival puts on 15 special events, 1 parade, and approximately 9 public art installations (see below for details). Additionally, the fest has a partnership with Columbia Public Transit to provide free rides to the public, including pass-holders, on a special T/F Go CoMO route during the festival (see below for agreement service details; route is included in our maps doc, TF\_maps2019.pdf). Columbia Public Transit will be installing temporary signs at all of the T/F Go CoMO stops, and T/F has worked with Architectural Design students at MU to build and install 5 temporary bus shelters for selected stops (more details below).

# Details about Go CoMO operation during T/F

During the Fest, Go CoMO will run two routes: the shorter one stops near all T/F venues (total loop time: 20 minutes) and the other makes a wider loop that includes the University of Missouri and Stephens College campuses (total loop time: 30 minutes).

T/F Go CoMO Loop Operating Hours: Thursday, March 1: 3:00pm to 1:30am Friday, March 2: 9:00am to 1:30am Saturday, March 3: 9:00am to 1:30am Sunday, March 4: 9:00am to 1:30 am

Go CoMO Loop Operating Hours: Thursday, March 1: 6:30am to 7:00pm Friday, March 2: 6:30am to 7:00pm Saturday, March 3: 10am to 7:00pm Sunday, March 4: None

All Go CoMO buses will run for free during the festival weekend. Please see the TF Maps PDF for shuttle route and stops.

A series of festival-related maps and layouts are included in the TF\_maps2019.pdf document; a map of the festival area with film venues, public art installations, bus shelters, and additional trash bins intended for the 2019 Fest marked is attached; a map detailing the plan for the street closure; the Go CoMO bus route; and a layout of the plan for the interior of the tent as required by the tent permit application.

A note about late-night parties -- as always, we will inform the Police Department of any late-night events (date & time, location, etc) that we will be hosting. We will also communicate with All parties are private events.

# Street Closure, Parade, and Tent

As in 2017 and 2018, for the 2019 Fest we would like to close the block on 9th Street between Elm and Locust for the entire festival weekend. This has been a big success both years; all relevant parties were pleased with the results. Our reasons for wanting to have this street closure again are the same as in past years: in order to expand the capacity for the Jubilee (our opening night event), we placed a tent on 9th Street outside the Missouri Theatre, which required the street to be closed during that event; additionally, we would still intend to request a street closure for the parade and Reality Bites, held on Friday, regardless of the Thursday street closure; thus, we determined that it made more sense to request a longer street closure than to request two separate street closures, plus, a closure for the entire weekend could precipitate an increased celebratory, community atmosphere. Additionally, all businesses on the block enjoyed it and felt it was a positive addition. We also are working with Columbia Water and Light to have a temporary power box installed on the south side of the Missouri Theatre, in order to eliminate our need for generators, as well as provide power for future events.

As in past years, we plan to install multiple interactive public art pieces on that block, to encourage community members and festgoers to spend time in that block throughout the festival weekend. Details about these pieces are included later in this document (see pages 10-13). In addition to the art pieces, we would also plan to include other structures that will serve various purposes. In past years, we have had a food truck within the street closure area; we do not currently plan to do so in 2019, but if a sponsorship opportunity arises, we may ask to do so. We will be sure to remain in communication with City staff if and when a change to this plan occurs.

### 1. Trailer for Merchandise

T/F has made arrangements to have a vintage airstream parked within the street closure to provide a mobile merch station and public gathering space. We would plan to bring in this trailer no earlier than Thursday evening, February 28, 2019.

2. Parklet Parklet is no longer available.

- We plan to place the Parklet in the same place as we did in 2017; we will work with Parks and Recreation to coordinate the logistics of placing it. We would plan to install the parklet no earlier than Monday, February 25, 2019, and no later than Wednesday, February 27, 2019.
- 3. As noted above, we will have a tent installed outside Missouri Theatre for the Jubilee on Thursday, February 28. This tent will measure 20'x80' (comprised of four 20'x20' tents), and will be installed on Thursday by 10A, and taken down on Friday by 10A. This tent will be professionally installed by A1 Party & Event Rental; the tent permit paperwork is included in this application. The tent will have walls on all sides; on the side facing Missouri Theatre, there will be a large section without walls that will serve as the primary entry/exit. We plan to rope off the sidewalk between the tent entry/exit and the main Missouri Theatre doors so that we can better manage passholder entry/exit. The tent and adjacent sidewalk area will be open to Lux passholders and above only. Please see the included map document for a planned layout of the street closure, including the tent placement, as well as a planned layout of the interior of the tent.

As noted above, the parade will take place on Friday, March 1, 2019, beginning at 5:15P, and is scheduled to complete the journey by 6P. The parade will start at the Boone County Courthouse Square on Walnut and 8th St. It will traverse to 9th St and travel 4 blocks to Missouri Theatre (between Locust and Elm Streets). Pending City approval of the street closure request described above, there will be a block celebration kick off event on 9th Street (between Locust and Elm Streets) between 5:30P and 7P. We would also like to request police assistance for the 9th and Broadway intersection and/or the 9th and Cherry intersection during the parade, if available.

# **Open Container Waiver**

As in past years, we will provide an exemption for open container waiver for True/False 2019. We will submit that paperwork to the City as soon as we receive it. This would be with regards to the interior of the 20x80 tented area and the section of the sidewalk between the tented area and the main doors to Missouri Theatre, which will be in place on Thursday, February 28, 2019. We have included the exemption documentation for True/False 2018 in this application.

# Trash, Recycling, and Compost

We have also requested additional trash and recycling receptacles to help assuage littering during the weekend. Pending approval of True/False's agreement with the City of Columbia, Solid Waste will, as in previous years, set and remove the receptacles for us in 2019; we request that they be set on February 28, and removed on March 4, and that they be set at the following locations: Blue Note/Coffee Zone; by Ragtag/Uprise; at corner of Walnut and Orr, by Sager Braudis Gallery; by Tiger Hotel; throughout Alley A (between Hitt & 8th); at corner of Cherry & Hitt by parking garage; by Yogo Love on 9th; at 9th & Elm by MOUMC; at corner of University and Hitt, by Rhynsburger; and at the TF Party space, location TBD. We also requested a dumpster, to be placed at the TF Lab (our workspace, located at 1600B Business Loop 70 East) for four total months (mid-Dec through mid-April); pending approval of our agreement with the City of Columbia, the City will cover the cost of two of those months (mid-February through mid-April, 2019). T/F also secures a dumpster for the Party Space (location TBD), which we cover all costs for. Finally, Solid Waste has agreed to lend TF 20 X-frame receptacles for use in our film venues and other spaces.

In previous years, Acting City Manager John Glascock has granted permission for TF and CCUA to haul food waste during the festival weekend. We are requesting said permission again, pending approval of our Special Use Permit application.

# Parking meter cloth covers

As in prior years, we will also be utilizing several parking meters; again, pending approval of our agreement with the City of Columbia, cloth bags will be provided for 24 parking meters. All bags will be used for art installations and/or loading/unloading/parking Fest vehicles during T/F set up, the fest itself, and break down. We are requesting the following parking meter numbers for Monday, February 25 through Monday, March 4, 2019 (except where noted):

- 1 across the street from the Tiger Hotel on 8th: 8S16/8S14 (double)
- 2 on the NW corner of Locust + 9th: L811/L809 (double)
- 2 on the SW corner of Locust + 9th: L814/L816 (double)
- 2 on the South side of Locust on the 800 block: L810/L812 (double)
- 1 on the SE corner of Locust + 9th: L900 (one on a double)
- 2 In front of MOUMC on 9th: 9S212/9S210 (double)

- 1 In front of CAL on 9th: 9S209 (single)
- 2 In front of Shakespeare's on 9th, for parklet: 9S217/9S219 (double)
- 1 on the SW corner of University + Hitt: U932 (one on a double)
- 1 on the NE corner of 10th + Elm: TS220 (one on a double)
- 1 on the SE corner of 10th + Locust: TS200 (one on a double)
- 3 on the 200 block of 10th behind MOUMC: TS203 (one on a double), TS211/TS213 (double)
- 2 on Cherry Street near Ragtag: C1011/C1009 (double)
- 1 at 10th + Alley A on the West side of 10th: TS11 (single)
- 1 On 9th in front of the Blue Note: 9N13 (one on a double)
- 1 TBD (music lounge)

We are also listing all meter requests as numbers for ease of use for the City Parking Utility: 8S16/8S14 (double), L811/L809 (double), L814/L816 (double), L810/L812 (double), L900 (one on a double), 9S212/9S210 (double), 9S209 (single), 9S217/9S219 (double), U932 (one on a double), TS220 (one on a double), TS200 (one on a double), TS203 (one on a double), TS211/TS213 (double), C1011/C1009 (double), TS11 (single), 9N13 (one on a double).

# Signs

We will have a variety of directional and informational signs at our venues.

### Box Office banners:

The Berry Building (Walnut St.) will have (3) vertically oriented fabric banners, each approximately 30" wide x 12' tall, attached to the brick wall above the street-level picture windows and between the upper story windows. We have secured permission from the building owner and tenants to do so.

#### Sandwich boards:

The following venues will have standard-size sandwich boards set outside for purposes of identifying events/films: the Blue Note, the Globe (First Presbyterian), Ragtag, Forrest (Tiger Hotel), Picturehouse (MOUMC), Missouri Theatre, Rhynsburger Theatre (on MU campus), and Jesse Auditorium. There will be (2) smaller "no TF parking" signs for use by the First Presbyterian Church.

# Temporary Art Installation Proposals

We have numbered each of the proposals below; the numbers correspond with the numbers listed on the TF map, included in our materials.

# Alley A

# 1. Carrie Elliott: Invasive Alley

### Description

This piece will comprise of numerous individual translucent fish sculptures, equipped with internal lighting, which will be suspended throughout Alley A between 9th and 10th Streets. The fish sculptures will be hung with support wires graded well beyond the weight of the pieces. These support wires will be anchored to existing hardware (some previously installed for sculptures featured during T/F), as well as new anchor points installed as necessary. New anchor points will be graded well beyond the anticipated weight of the sculptures, and permission will be sought and granted from each building owner well in advance of installation. The sculptures will be suspended over 13' from the ground to allow passage of emergency vehicles.



Sample piece created by the artist

#### Construction

Each fish sculptures is composed of an armature made from shaped chicken wire, and covered with paper mache. The sculptures will be adorned with hand painted details before being coated with marine grade sealant, to ensure proper waterproofing for the duration of the festival. The weight of each individual fish will not exceed 7.5 lbs.

### Installation timing

We plan to install the sculpture no earlier than Monday, February 25, 2019, and no later than Wednesday, February 27, 2019. We will remove it on Monday, March 4, 2019 or, if weather is a concern, on Tuesday, March 5, 2019.

# 2. & 3. Erika Adair: Untitled String Art Project

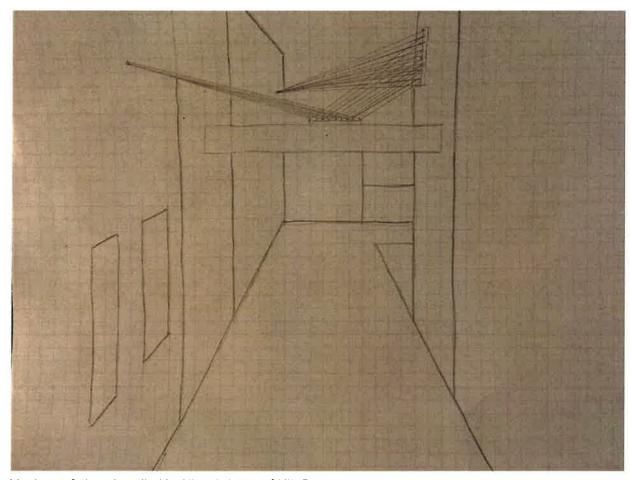
# Description

These sculptures are comprised of brightly colored string tightly threaded between several anchor points. The anchor points are securely and temporarily mounted on rigid structures either with zip ties, c-clamps, or tapcon masonry screws if absolutely necessary (see below images for photos of mounting demos). If the use of tapcon screws is required, permission will be sought and granted from the necessary property owners. Two of these sculptures will be installed in public spaces in the downtown festival footprint. The first will be on the I-beams over the Hitt St. entrance of Alley A, and the second will be on the west end of Alley A, between 8th and 9th Streets; mock-ups and images of those installations can be found below.

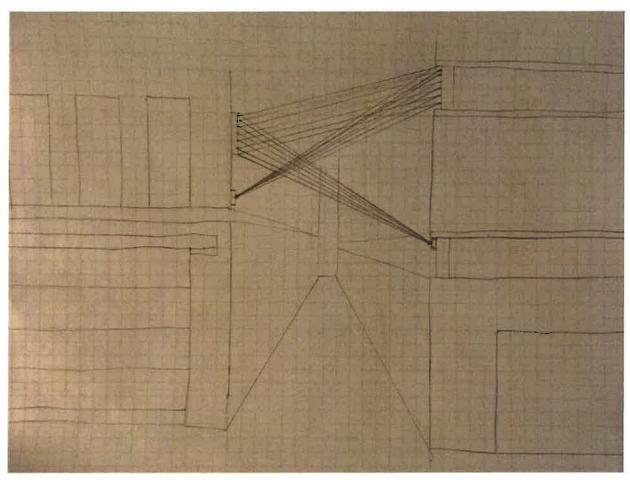




Examples of similar pieces installed for the Citizen Jane Film Fest



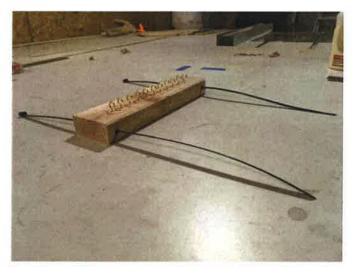
Mock up of piece installed in Alley A, West of Hitt St.

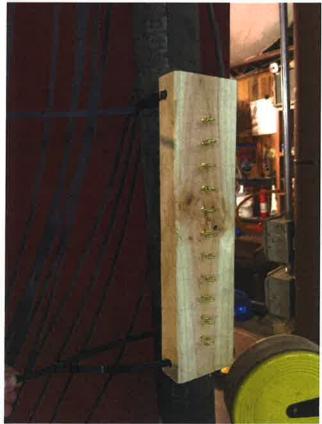


Mock up of piece installed in Alley A, east of 8th st.

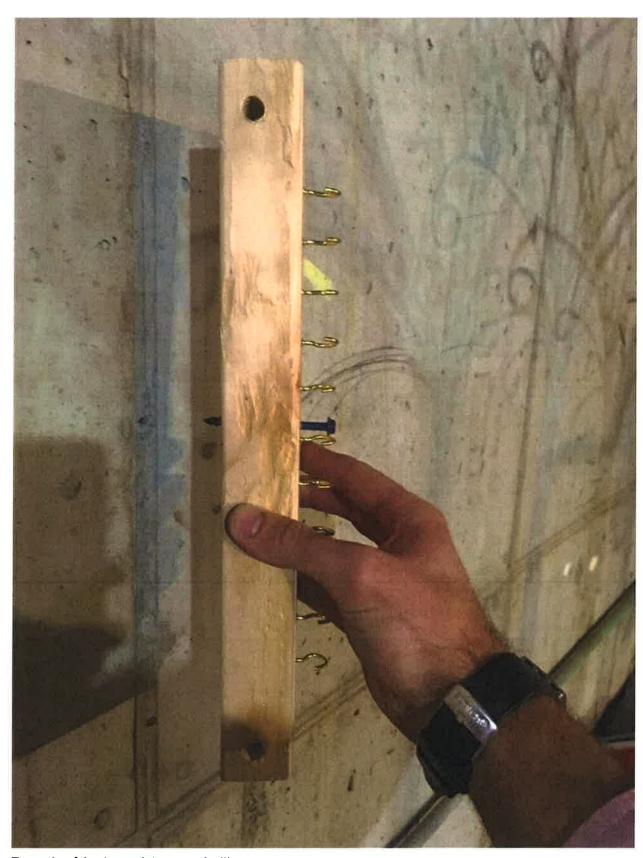


Example of anchor point mounted with C-Clamps. Ideal for Mounting on I beams.





Example of Anchor point mounted with zip ties.



Example of Anchor point secured with masonry screws.

#### Construction

Anchor points consist of painted 2x4s with evenly placed eye hooks. Each anchor point is clamped or zip tied to a portion of a building, or other suitable structure. Once anchor points are secured in place, the artist, with a few assistants, thread the yarn between each point, taking care to ensure that the string will not impede pedestrian traffic or obstruct emergency vehicles.

### Installation timing

We plan to install the sculpture no earlier than Monday, February 25, 2019, and no later than Wednesday, February 27, 2019. We will remove it on Monday, March 4, 2019 or, if weather is a concern, on Tuesday, March 5, 2019.

### 9th Street closure Art

As noted elsewhere, we are hoping to close the block of 9th Street between Elm and Locust for the duration of the festival weekend. Rather than simply closing off the street, we wanted to make the space interesting and dynamic, for our passholders and ticketholders, and for the general public. To that end, we're working with four different artists to create a temporary sculpture garden, with interactive installations suitable for all ages and open to the public.

# 4. PNEUHAUS: Fabric prism NO. 2

Description: Fabric Prism is an inflatable immersive color installation built around the fundamental properties of light and color. Outside, red, blue, and green fabric panels filter light through an inflated membrane where color wavelengths combine, producing an iridescent, subtle color gradient on the white surface inside. Once inflated, the piece stands at 14'-7 1/4" tall. Its base is 21' x 20', and has two egress points opposite each other; the first measuring 5'-3" across, and the second 4'-6".





Construction: Please see attached document (Pneuhaus\_Fabric Prism\_Dimensions.pdf) for detailed information about this piece and its installation. The piece is secured by twenty 50 lb sand bags.

# Installation timing

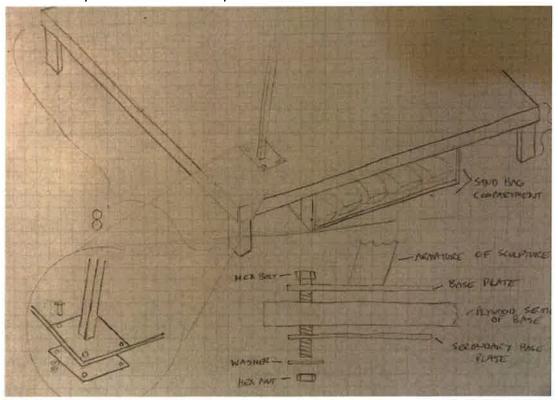
We plan to install the sculpture on Thursday, February 28. We will remove it by midnight on Sunday, March 3.

# 5. Tracy Greever-Rice: Xenia

Description: 3 - 14' tall sculptures of reimagined early representations of female figures.



Artist's mockup of the form of the sculptures



Mock up of the bases for each piece

Construction: The sculptures will be composed of steel armature, affixed with wooden structural elements to provide shape, and adorned with dyed burlap, corrugated steel sheeting, and shaped wooden strips. Each figure will have a substantial amount of negative space incorporated into the design in order to minimize damage from high winds. Armature of each figure will be bolted through the top of 8'x8' wooden platforms, which will stand 1' off the ground. The bolts will go through the wooden platform and into a secondary base plate before being bolted into place. The secondary base plate will drastically increase the connection pof the armature to the base, as well as the rigidity of the piece as a whole. A compartment beneath the platform, which sits flush to the ground, will be filled with sand bags and auxiliary weighted items in order to keep the sculptures securely upright and in place. The sculptures will not require any permanent anchor points.

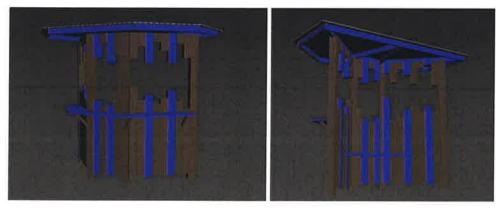
# Installation timing

We plan to install the sculpture no earlier than Monday, February 25, 2019, and no later than Wednesday, February 27, 2019. We will remove it on Monday, March 4, 2019 or, if weather is a concern, on Tuesday, March 5, 2019.

# **6. Conversation Stations**

In conjunction with students from the University of Missouri Architectural Studies Department, we will install 3 "Conversation Stations" in the street closure area. These structures will serve as resting spaces for attendees to utilize during the fest; our hope is that they will foster conversations among strangers and friends. Below are student renderings of three of the conversation stations installed for T/F 2018.

# 3D Drawings





Installation

We will install the Conversation Stations on Thursday, February 28, 2019, and will remove them from the street by midnight on Sunday, March 3, 2019. The exact location of each structure will be determined on site, but the accompanying map (see TF\_maps2019.pdf) indicates the approximate location of each.

# 7. The Great Wall

As in the past three years, we will install a large-scale projection, which we call The Great Wall, onto an existing wall. For 2019 (as in 2018), we plan to project onto the north wall of The Rise (see below photo). The projector will be housed on the roof of the Hodapp building just north of The Rise. We have secured permission from the building and relevant business owners. The Great Wall is a carefully curated series of video art, created by visual artists hand-picked by True/False. It will run on Thursday, Friday, Saturday, and Sunday evenings during the fest (February 28-March 3, 2019) from 7-11pm.



We would like to request that the City turn off a streetlight on 9th Street -- see below photo -- during the planned presentation times.



# **Bus Shelters**

Over the past several years, in conjunction with students from the University of Missouri Architectural Studies Department, we plan to install 5 temporary bus shelters at all but one of the bus stops on the T/F route. These shelters will serve as visual markers for those utilizing the Go CoMO T/F bus route;

additionally, they are visually appealing, and are works of art within their own right. What immediately follows are images of shelters as installed in prior years; we plan to install them in the same places for 2019.







Examples of Bus Shelters installed during T/F 2017

We have collaborated with Leah, Transit and Parking Manager for the City of Columbia, to determine the best spots for these temporary structures.

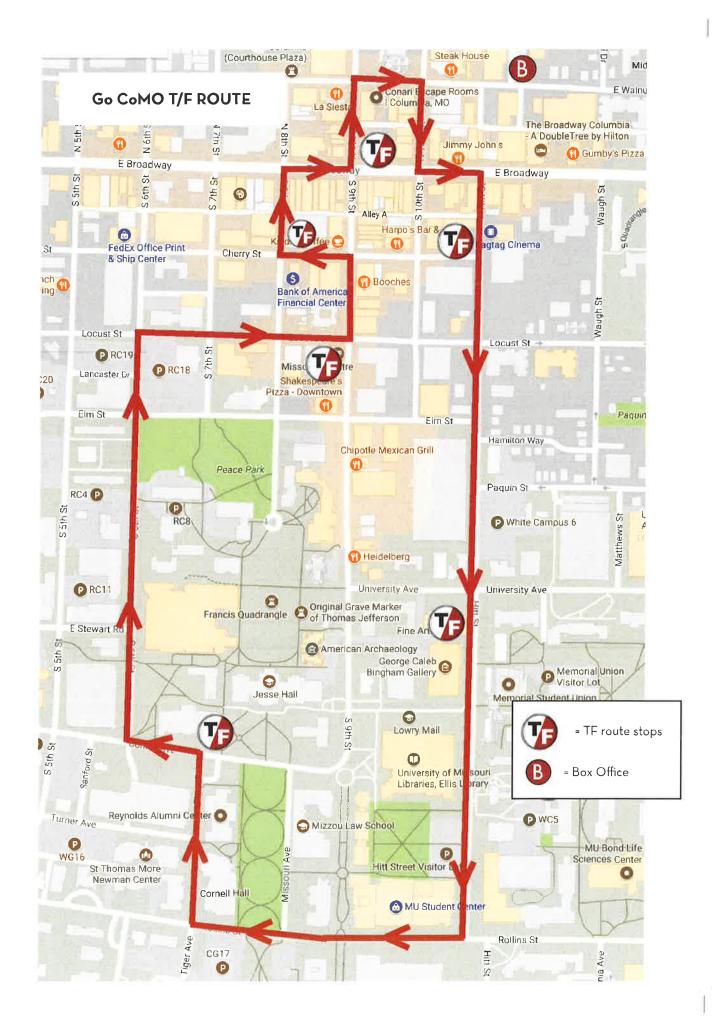
Please see the attached TF\_map2019.pdf document for details on the approximate placements of these six structures.

# Supplemental Document File Names

TF2019-SpecialUseForm\_additionalexplanation.pdf
Pneuhaus\_Fabric Prism\_Dimensions.pdf
TF\_maps2019.pdf

TFSafety-plan2019.pdf
COI-CityOfCoMO\_TF2019.pdf
TF\_PicnicLicenseWaiver.pdf
TF2019\_street-closure-petition.pdf
TF2019tent-permit.pdf

This document
Additional info about Pneuhaus installation
Map of festival footprint, map of street closure plan,
layout of tent interior, bus route
Additional information about our safety plan
Certificate of Insurance
T/F 2018 exemption documentation
completed Street Closure Petition
Tent permit application



# Exhibit B



# **TENT LAYOUT**

