

BILL NO. 2018-026

ORDINANCE NO. 8233

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RADIAL RUMBLE AIRSHOWS FOR A PERFORMANCE AT THE 2018 NEVADA AIRSHOW.**

**Section 1.** The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation between the City of Nevada and Radial Rumble Airshows.

**Section 2.** The City's Tourism Fund is hereby budgeted for dedication for payment to establish and hold said Airshow Performer.

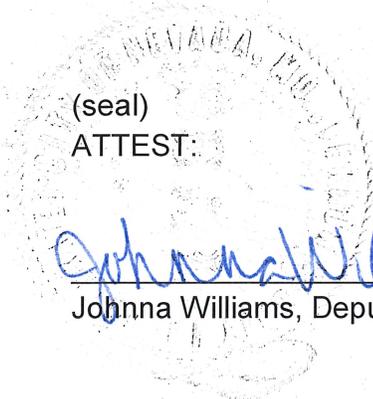
**Section 3.** The City Manager is hereby authorized and directed, to execute this contract, binding and obligating this municipality to pay the contractor their bid prices in conformity with the plans and specifications in the contract documents.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri on this 4th day of September, 2018.

  
\_\_\_\_\_  
Brian L. Leonard, Mayor

(seal)

ATTEST:

  
  
\_\_\_\_\_  
Johnna Williams, Deputy City Clerk



**Performer Contract**

**2 August 2018**

1. Introduction. The following provisions establish the contractual relationship ("Agreement") between Break Even Aircraft Resourcing LLC d.b.a. Radial Rumble Airshows, Jeff Shetterly – President (Performer), and the following show Producer.

Name of Airshow (Producer): **City of Nevada**

Show Dates: **Saturday, 15 September (all dates 2018)**

Practice Date: **Friday, 14 September**

Hotel (& Rental Car) Check-in (pick-up): **Friday, 14 September**

Check-out (drop-off): **Sunday, 9 September**

Deposit Amount **\$1,000**

Deposit Due: **Wednesday, 15 August**

**Performance Fee Schedule**

	Itemized	Contracted
<b>Day Performance</b>	<b>Local show price</b>	<b>\$5,500</b>

2. Performance. Performer agrees to perform aerobatic display at Producer's airshow on the dates specified above provided weather, mechanical and site conditions permit. Performer shall fly one (1) solo aerobatic routine of approximately ten (10) minutes length and one (1) optional formation routine of approximately ten (10) minutes in length when performing with the Shetterly Squadron. Performer in his sole discretion shall determine whether conditions allow the conduct of any flight by the Performer. Performer holds a current Second Class or better Medical, a US Airline Transport Pilot Certificate and a current FAA Statement of Acrobatic Competency (form 8710-7) with a Level 1 Unrestricted Day, Night, Solo, and Formation appropriate for the aircraft used.

3. Compensation. Producer hereby agrees to compensate Performer at the rate specified in the table above. This amount less deposit, is due and payable at the airshow prior to the final performance. This agreement is in force, rain or shine. If performer is on site and ready to perform, he is due 100% of the performance fee regardless of whether or not any portion of the airshow is flown. If the Performer is unable to perform for any reason, 100% of any deposit paid will be returned to Producer and Performer is discharged. Performer's liability to Producer for any failure to conduct performance is expressly limited to the refund specified here.

4. Accommodations Producer shall provide free of charge two (2) double occupancy, non-smoking hotel rooms for Performer and ground crew for each night of the airshow and practice day.

Ground Transportation. Producer shall provide free of charge one (1) fully insured vehicle (preferably mini-van or full-sized truck) with air conditioning upon Performer's pick-up date specified above. Rental car will be allowed on the flight line.

5. Hangar. Producer shall provide free of charge a fully enclosed and secured hangar space readily available for Performer's aircraft at all times during the course of the airshow.

6. Deposit. Producer agrees to deposit the amount specified above with Performer no later than the Deposit Due date.

7. Termination. Producer may terminate this contract without cause and for its own convenience given 45 days written notice to Performer. Producer deposit shall not be refunded if Producer terminates this agreement within less than 45 days of the commencement of the airshow. Performer shall refund the deposit if Performer is unable to appear at the Producer's airshow.

8. Vending. Performer shall be granted a crowd access space for a 10x10 foot vending booth for performer/sponsor promotion.

9. Fuel, Engine Oil, and Smoke Oil. Producer shall provide the following supplies free of charge to Performer:

Fuel. 100LL aviation fuel	Engine Oil. Phillips XC 25W60	Smoke Oil. Canopus 13, Corvus, or equivalent
<b>30 gal/performance, 80 gal upon departure</b>	<b>5 gallons</b>	<b>14 gallons per performance</b>

Performer Signature   
Jeffrey W. Shetterly

Producer Authorized Signature   
Producer Name/Title JD Kehrman, City Manager

**AGENDA ITEM**  
August 21, 2018

Subject: Airshow Performer

Department: Tourism

The attached contract with Radial Rumble Airshows will secure a World War II Navy Trainer SNJ aircraft to perform at the Nevada Airshow on September 15, 2018.