



**CITY OF MERRILL**  
**FESTIVAL GROUNDS COMMITTEE**  
**AGENDA • THURSDAY MARCH 2, 2017**

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**Regular Meeting**

**City Hall Council Chambers**

**6:00 PM**

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- I. Call to Order
- II. Minutes of previous meeting(s):
  1. Minutes of February 2, 2017 meeting
- III. Agenda items for consideration:
  1. Expo Hall Lease
  2. Merrill Festival Grounds Lease Agreement & Fee Schedule
  3. Merrill Riders Club
  4. Calendar of 2017 Events - Rick Bjorklund
- IV. Public Comment Period
- V. Establish date, time and location of next meeting
- VI. Adjournment



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
MINUTES • THURSDAY FEBRUARY 2, 2017

Regular Meeting City Hall Council Chambers 6:00 PM

I. Call to Order

Alderman Norton called the meeting to order at 6:00 P.M.

Table with 4 columns: Attendee Name, Title, Status, Arrived. Rows include Rob Norton, Tim Meehean, Bill Bialecki, Paul Russell, Neal Christensen, Dale Christiansen, and Bryan Bloch.

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Festival Grounds Manager Richard Bjorklund, Alderwoman Kandy Peterson, Alderwoman Mary Ball, Les Sabatke, James Kreger, Sue Kunkel, Carrie Cordova, Dick Duginski, Ron Liberty, Bailey Iwen, Chelsea Grund, Pete Annis, Josh Gruenberg, Bill Dinges, Emily Dinges, Billy Dinges, Victoria Cable, Jimmy Lawson, Mike Caylor Jr., Cindi Christiansen, Paul Proulx and City Clerk Bill Heideman.

II. Minutes of previous meeting(s):

1. Minutes of January 5, 2017 meeting

Motion (Russell/Bloch) to approve.

RESULT: APPROVED

III. Agenda items for consideration:

1. Contract language for permanent vendor stands

Alderman Norton thanked Neal Christensen for his work with the other permanent vendors.

It was reported that, at all events, green space will available to set up tent(s) and seating.

Dale Christiansen stated that it seems as if the fair board is facing revenue losses on several fronts, and that they are fighting an uphill battle. Alderman Norton suggested Festival Grounds Manager Bjorklund as a possible resource.

It was suggested that the word "VENDOR" be added to the title of the agreement.

Attachment: 2017-02-02 FGC Minutes (2276 : Minutes of February 2, 2017 meeting)

Mayor Bialecki suggested that the agreement specify that fencing would be optional. He also suggested that language be added to require all food vendors to possess a food license obtainable from Lincoln County.

Section #4 of the agreement (Rent) was then discussed.

Motion (Norton/Christensen) to establish the annual rental fee for permanent vendors at \$23.75 per linear foot of the land they are leasing on the grounds. Carried.

Neal Christensen requested that all permanent vendors be provided a copy of the agreement, as it now exists.

Motion (Norton/Russell) to approve the "Merrill Festival Grounds Vendors Ground Lease" document.

<b>RESULT:</b>	<b>APPROVED</b>
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## 2. Contract language for Fair Association use of grounds

Motion (Bialecki/Russell) to lay this item over until the March meeting. Mayor Bialecki then requested that his motion be withdrawn. Without objection, it was so ordered.

Section #4 of the agreement (Rent) was discussed. Alderman Norton questioned the 10% of net profit that the Lincoln County Fair Association would be required to submit to the City. Alderman Norton would prefer a specific dollar amount.

Motion (Bialecki/Christiansen) to remove the required payment of 10% of net profit and instead insert zero as the amount the Lincoln County Fair Association would be required to submit to the City. On a roll call vote, the motion tied 3-3. Therefore, the motion failed. Voting No - Bloch, Christensen and Norton.

Alderman Norton raised the possibility of the cattle barn being used for storage. He was told that this was part of an earlier agreement between City Administrator Johnson and Dale Christiansen.

Discussion on the agreement with the Lincoln County Fair Association will continue at the March meeting. No action was taken at this time.

## 3. Contract language for Rodeo Association use of grounds

A draft copy of the lease agreement was distributed at the meeting. The Lincoln County Rodeo Association is proposing to pay \$1,000 to lease the grounds for nine days.

Neal Christensen questioned whether the five-year term of the agreement, suggesting a one-year term instead. Dale Christiansen agreed with this. It was noted that the lease agreement with the Fair Association is also for five years.

Motion (Bialecki/Russell) to approve the lease agreement with the Lincoln County Rodeo Association.

<b>RESULT:</b>	<b>APPROVED</b>
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#### 4. Cost for grounds and building use

Neal Christensen suggested that the forms for using the grounds should be on the March agenda. It was also suggested that consideration of the fee for the Riders Club should be on the March agenda.

Motion (Russell/Bialecki) to approve a "Grounds Only" daily fee of \$250 and a "Grounds Only" security deposit of \$250. Carried.

Motion (Christiansen/Bloch) to approve a "Steckling Building and Parking Only" daily fee of \$250 and a "Steckling Building and Parking Only" security deposit of \$250. Carried.

Motion (Bloch/Christiansen) to approve a "Grounds and Steckling Building" daily fee of \$450 and a "Grounds and Steckling Building" security deposit of \$350. Carried.

Motion (Christensen/Russell) to approve a "Grandstand and Parking Only" daily fee of \$1,000 a "Grandstand and Parking Only" security deposit of \$2,000 and a \$50 fee for use of the Public Address System. Carried.

Motion (Bloch/Russell) to approve a "Grandstand and Grounds" daily fee of \$1,200 and a "Grandstand and Grounds" security deposit of \$2,000. Carried.

Motion (Bialecki/Bloch) to approve a "Grandstand, Grounds and Steckling Building" daily fee of \$1,600 and a "Grandstand, Grounds and Steckling Building" security deposit of \$2,000. Carried.

#### Motions related to conditions in the Lease Agreement & Fee Schedule

Motion (Russell/Bloch) to approve the PAYMENT section, as amended, to include the following sentence. At the time of booking, the user would be required to pay 25% (non-refundable) of the total cost, with the remainder due no later than 30 days prior to the event. Carried.

Motion (Christiansen/Bialecki) to approve the INSURANCE section. No sale of tickets will be allowed before the user provides a Certificate of Insurance. Carried.

Motion (Russell/Christiansen) to approve the UTILITIES (water, electric, gas) section. Carried.

Note: The MAINTENANCE DEPARTMENT CHARGES section will be discussed at the March meeting.

Motion (Bialecki/Christiansen) to approve the CLEANING FEES section. Carried.

Motion (Christiansen/Bloch) to approve the LATE FEES section. All bills must be paid by user within 30 days of receipt. After 30 days, City may assess a late payment fee of 1.5% per month. Carried.

Motion related to charges for the Expo Center (without kitchen)

Motion (Christensen/Norton) to approve a base daily rate of \$600. The fee for the second day would be \$400, and the fee for any other consecutive day(s) would be \$200. The security deposit would be \$250. Carried.

Motions related to charges for the Expo Center with Kitchen

Motion (Bloch/Bialecki) to approve a base daily rate of \$700. The fee for the second day would be \$500, and the fee for any other consecutive day(s) would be \$300. The security deposit would be \$500. Setup fee would be \$50. On a roll call vote, the motion was tied 3-3. Therefore, the motion failed. Voting No - Russell, Christiansen and Norton.

Motion (Norton/Russell) to approve a base daily rate of \$600. The fee for the second day would be \$400, and the fee for any other consecutive day(s) would be \$200. The security deposit would be \$500. Setup fee would be \$50. Carried.

**IV. Public Comment Period**

Dick Duginski stated that he was pleased that things seem to be moving forward.

**V. Establish date, time and location of next meeting**

Thursday, March 2<sup>nd</sup>, 2017 at 6:00 P.M., in the City Hall Common Council Chambers.

**VI. Adjournment**

Motion (Bialecki/Russell) to adjourn. Carried. Adjourned at 8:35 P.M.

**From:** [Norton, Rob](#)  
**To:** [Heideman, Bill](#)  
**Cc:** [Wais, Diane](#)  
**Subject:** MFG Committee  
**Date:** Wednesday, February 22, 2017 6:08:05 PM

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Bill,  
Here is the agenda for MFG committee,

I Call to order  
II Minutes from February meeting  
III Agenda items  
Expo hall Lease - enclosure from Diane  
Merrill festival grounds - lease agreement and fee schedule - enclosure from Diane  
Merrill Riders Club  
Rick Bjorkland- calendar of events for 2017  
IV Public Comment  
V Establish date, time, location of April meeting  
VI Adjournment

Sent from my iPad

Attachment: Agenda items list from Alderman Norton (2276 : Minutes of February 2, 2017 meeting)

February 20, 2017

**EXPO HALL**  
Agreement for Rental

By and Between CITY OF MERRILL, a Wisconsin Municipal Corporation (herein after referred to as "CITY")

**AND**

\_\_\_\_\_  
Print Name, (herein after referred to as "USER")

\_\_\_\_\_  
Address City State

\_\_\_\_\_  
Home Telephone Cell Phone Work Telephone E-Mail

User may utilize a licensed catering service or bring in their own food and non-alcoholic beverages. Any alcoholic beverage **SALES** require the appropriate City of Merrill License (Picnic License). User agrees to hold harmless the City of Merrill for any damages related to this agreement.

As more specifically set forth in the Terms and Conditions attached to this document and incorporated herein, CITY shall hereby let to USER and USER shall hereby lease from CITY the exclusive use of the following area(s) of the Expo Center: (See Page #2)

Type of event: \_\_\_\_\_  
(If wedding please name bride and groom)

Requested Reservation Date(s): \_\_\_\_\_

Cost of rental and related services (Per details on page 2) \$ \_\_\_\_\_

Security deposit charged in addition to cost of rental \$ \_\_\_\_\_

(Due upon execution of agreement)

**TOTAL AMOUNT DUE NOW:** \$ \_\_\_\_\_

Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF MERRILL**

**RESERVED BY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name \_\_\_\_\_

**RETURN PAGES 1 AND 2 ALONG WITH PAYMENT TO:**  
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452  
715-536-\_\_\_\_\_

Attachment: Expo Center Agreement (2284 : Expo Hall Lease)

**FACILITIES REQUESTED FOR RENTAL (please mark your preference)**

**Expo Hall** Base rate of ~~\$600.00~~ **\$350.00** per day. Multiple day rentals will receive a rate of ~~\$400.00~~ **\$250** for second consecutive day and ~~\$200.00~~ **\$200** per day for each additional consecutive day. Utility expenses including water, natural gas, and electricity throughout the period of rental, and labor costs incurred by the city of services related to set up and tear down will be invoiced after event. A minimum security deposit of ~~\$250.00~~ **\$100.00** is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. **For events which, in the opinion of the facility management, will require additional time, labor, and logistical coordination an additional non-refundable fee of \$50.00 will be payable at the time reservations are made.** Special/Larger events will be charged at a rate agreed upon by the City of Merrill and the “User”.

**Expo Hall with Kitchen** Base rate of ~~\$600.00~~ **\$350.00** per day. Multiple day rentals will receive a rate of ~~\$400.00~~ **\$250** for second consecutive day and ~~\$200.00~~ **\$200** per day for each additional consecutive day. Utility expenses including water, natural gas, and electricity throughout the period of rental, and labor costs incurred by the city of services related to set up and tear down will be invoiced after event. A minimum security deposit of ~~\$500.00~~ **\$100.00** is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. **For events which, in the opinion of the facility management, will require additional time, labor, and logistical coordination an additional non-refundable fee of \$50.00 will be payable at the time reservations are made.** Special/Larger events will be charged at a rate agreed upon by the City of Merrill and the “User”.

**ADDITIONAL ITEMS AVAILABLE/REQUESTED:**

**Rental to include:**

- \_\_\_\_\_ Steel folding chairs (maximum of ~~245~~ \_\_\_\_\_ available)
- \_\_\_\_\_ 8’ folding banquet tables (maximum of ~~50~~ \_\_\_\_\_ available)
- \_\_\_\_\_ **Free-standing podium (1 available)**

**Additional Charges:**

- \_\_\_\_\_ Other set up required. Please specify: \_\_\_\_\_
- \_\_\_\_\_ Clean up (\$25 per person per hour)

**Additional Requests/Agreements:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rental Begins:** Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**Rental Ends:** Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**City** \_\_\_\_\_ (Initial)

**User** \_\_\_\_\_ (Initial)

Attachment: Expo Center Agreement (2284 : Expo Hall Lease)

February 20, 2017

**EXPO CENTER AGREEMENT TERMS AND CONDITIONS**

- 1) **PAYMENT**  
USER agrees to pay CITY, the rate shown on the face of this document for the stated use of the facility, payable in full no less than two weeks in advance of the time of use
- 2) **RENTAL DEPOSIT FEE**  
This deposit fee shall be paid upon execution of Agreement and applied to offset payments at the end of the lease term, provided all payments are made as scheduled. Failure to maintain at least two weeks of advance payment will result in forfeiture of the deposit.
- 3) **USE OF ADJACENT FACILITIES**  
USER agrees to use only the designated areas and restroom facilities as indicated on cover page(s) of this agreement.
- 4) **BANNED SUBSTANCES**  
USER agrees not to serve beverages or food on the premises, unless permission is secured in writing prior to the payment of rent. USER further agrees that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. Alcoholic beverages shall be permitted only for non-youth related activities and shall be provided only through the designated beverage Concessionaire at the Smith Multi-Purpose Center. NO CARRY INS. USER understands that any violation of this paragraph shall give CITY the right to terminate this Agreement without penalty to CITY and permanently bar USER, or any member or guest of USER, from the premises.
- 5) **USE OF FACILITIES**  
USER agrees to use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal state and federal laws, any rules and regulations as prescribed by CITY or \_\_\_\_\_ Committee.
- 6) **DISCLAIMER**  
CITY assumes no responsibility for the manner in which the USER utilizes the facility which is let hereby. Any performances or other activities taking part during the time period covered by this agreement shall be under the sole and direct supervision and control of the USER or its officers, agents, employees, members, guest, patrons, or invitees. CITY assumes no responsibility for the manner in which said performances or activities are conducted and carried out.
- 7) **LIABILITY**  
USER agrees to indemnify and hold CITY harmless from any and all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained by anyone, by reason of the use or occupation of the facilities under this Agreement, or by any act of omission of USER or any of its officers, agents, employees, members, guests, patrons, or invitees and USER shall pay any and all damage to the property of CITY or loss or theft of such property, done or caused by such persons.
- 8) **LOST PROPERTY**  
CITY assumes no responsibility whatsoever, for any property placed on the premises, and CITY is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of said premises under this Agreement.
- 9) **RIGHT TO CONTROL**  
It is understood the City hereby reserves the right to control and manage premises and to enforce all necessary and proper rules for the management and operation of the premises and for CITY employees or other authorized representatives to enter and exercise their authority at the premises, at any time. CITY also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the premises and USER hereby waives any and all claims for damages against CITY or any of its representatives resulting from the exercise of this authority.
- 10) **CANCELLATION**  
CITY reserves the right to cancel any scheduled rental time for any reason including, but not necessarily limited to equipment failure, poor ice conditions, or scheduling or special events. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Any cancellation on behalf of USER will be penalized as follows. Notice of less than 60 days, USER is obligated to fulfill agreement to the full terms of Agreement.
- 11) **ASSIGNMENT**  
USER may assign this Agreement or any portion of this Agreement only with the prior written approval of CITY.
- 12) **ADANDONED PROPERTY**  
CITY shall have the sole right to collect and have custody of all articles left in the premises by persons using the facilities under authority of this Agreement. After a period of thirty (30) days, any such property shall be deemed abandoned and become the property of CITY.
- 13) **TAXES**  
The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property, or other similar taxes shall be assumed and paid for by USER.
- 14) **ENTIRE AGREEMENT**  
This document constitutes the entire Agreement between the parties and supersedes all previous communications, representations, understandings and agreement whether oral or written, between the parties.
- 15) **AMENDMENTS**  
This Agreement cannot be modified in any way except by a written document signed by both parties.
- 16) **GOVERNING LAW**  
This Agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.

February 20, 2017

17) SEVERABILITY

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be effected thereby and shall remain in full force and effect.

18) FORCE MAJEURE

Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$\_\_\_\_\_ for Expo Center and \$\_\_\_\_\_ for Expo Center with Kitchen. Larger deposits may be required for certain events that have the potential to require more clean up, will produce more trash, or cause damage to the facility. Security deposit is non refundable in the event that USER cancels event unless a written notice of more than 60 days is given. Security deposit will be returned to USER within 30 days of rental if facilities rented are returned on time in the proper condition. CITY reserves the right to deduct from deposit any expenses incurred to correct any damages or deficiencies in facilities upon return.

20) FACILITY CLEANUP

USER is responsible for all clean up of facilities rented. This includes the cost of trash removal. USER will take occupancy of facility in the condition it is expected to be returned in. Entire cleanup must be performed within time allotted for rental. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour.

21) NOTICES

Any notices required or permitted under this Agreement shall be in writing. Such notices shall be delivered in person or sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of the Agreement. Notice shall be effective when mailed, or upon delivery if delivered in person  
To City: send two copies

Manager

Merrill, WI 54452

And

City Clerk

City of Merrill

1004 E. First Street

Merrill, WI 54452

Any party making change in their address shall be responsible for notify all other parties of the change. Notice to the addresses listed above shall be effective until such time as a change is made in accordance with this paragraph.

Attachment: Expo Center Agreement (2284 : Expo Hall Lease)



February 17, 2017

**GRANDSTAND, GROUNDS AND STECKLING BUILDING**

\$1,600.00	Daily Fee
\$2,000.00	Security Deposit

Includes the use of the Grandstand and area lying west on the Grandstands (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Restroom and janitorial supplies is included in the \$250.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event

**CONDITIONS**

1. **PAYMENT**: All users will be required to submit a non-refundable 25% payment of the daily fee and security deposit at the time of the reservation with the balance to be paid no later than 30 days prior to the event for the use of the Festival Grounds.

2. **INSURANCE** Tickets cannot go on sale until Proof of Insurance is received by the City. Event Sponsors shall furnish the City of Merrill with a Certificate of Insurance naming the City of Merrill as an additional insured, indicating proof of the following insurance and insurance limits:

Workers Compensation (if applicable) in compliance with the Compensation Law of the State of Wisconsin

General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$ **1,000,000**, \$ 2,000,000 if explosion, underground and/or collapse involved. This insurance shall include on the Certificate of Insurance the following coverages:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Broad Form Blanket Contractual
- e. Personal Injury
- f. Professional Liability

Automobile Liability Insurance with a minimum combined single liability per occurrence of \$**1,000,000** for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

Such insurance shall indicate dates of coverage for all activities relating to the event, including accessing the Festival Grounds to set up prior to the event date(s) and cleaning up after the event.

February 17, 2017

3. **UTILITIES:** Water, electric, and gas will be read at the start and end of an event and billed accordingly.
4. **MAINTENANCE DEPARTMENT CHARGES:** *Users will be charged a minimum of 1-hour for a Maintenance staff worker to return to the Festival Grounds for any reason after their normal working hours. Maintenance staff currently works from \_\_\_ a.m. to \_\_\_\_\_ p.m. (M-F). Users are encouraged to handle event issues during their scheduled work hours. City will furnish custodial service for the purpose of locking and unlocking doors and securing city-owned equipment at a cost of \$25.00 per hour.*
5. **CLEANING FEES:** *It is the responsibility of the Lessee of the Grandstand, Festival Grounds, or Building or any combination thereof to clean and restore the premises to the condition in which they were rented. This includes, but is not limited to; trash removal, removal of their equipment such as trailers, sound systems, cleaning etc. If the facilities and/or grounds are not cleaned to the satisfaction of the City, then the user will be charged for cleaning at a cost of \$25.00 per hour per employee to compensate the City for such services.*
6. **LATE FEE:** All bills must be paid by user within 30 days of receipt. After 30 days, City may assess a late payment fee of 1.5% per month.