



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
AGENDA • THURSDAY APRIL 6, 2017

Regular Meeting

City Hall Council Chambers

6:00 PM

- I. Call to Order
- II. Minutes of previous meeting(s):
 1. Minutes of March 2, 2017 meeting
- III. Agenda items for consideration:
 1. Optimist Club request - "Empty Bowls"
 2. Merrill Riders Club Proposal Letter
 3. Fair Association Lease Agreement
 4. Expo Lease Agreement
 5. Grounds Lease Agreement
 6. Cattle Barn Rental
 7. Hazardous Waste Collection Report
 8. Update - Fencing Around Stands Serving Alcohol
 9. Update - Fencing Around Festival Grounds
 10. Deposit Clarification on Return of Fees
 11. Finance Report 2016 Tractor Pull
 12. Fair Dates and Update - Calendar of 2017
- IV. Public Comment Period
- V. Establish date, time and location of next meeting
- VI. Adjournment



CITY OF MERRILL

Office of the City Attorney
Thomas N. Hayden, City Attorney

1004 East First Street • Merrill, Wisconsin • 54452
Phone (715) 539-3510 • FAX (715) 536-0514
e-mail: tom.hayden@ci.merrill.wi.us

M E M O R A N D U M

DATE: March 31, 2017
TO: City Clerk Heideman
CC: Chairman Norton, City Administrator Johnson
FROM: Legal Assistant – Diane Wais
RE: Festival Grounds Agenda

CHAIRMAN, ROB NORTON would like the following on the Festival Grounds Committee Agenda.

1. Optimist Club request - "Empty Bowls"
2. Merrill Riders Club Proposal Letter (Attachment)
3. Fair Association Lease Agreement (Attachment)
4. Expo Lease Agreement (Attachment)
5. Grounds Lease Agreement (Attachment)
6. Cattle Barn Rental
7. Hazardous Waste Collection Request (Rick B.)
8. Update - Fencing Around Stands Serving Alcohol
9. Update - Fencing Around Festival Grounds
10. Deposit Clarification on Return of Fees
11. Finance Report 2016 Tractor Pull (Attachment)
12. Fair Dates and Update – Calendar of 2017



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

Regular Meeting

City Hall Council Chambers

6:00 PM

I. Call to Order

Attendee Name	Title	Status	Arrived
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
Bill Bialecki	Mayor	Present	
Paul Russell	Aldersperson - First District	Present	
Neal Christensen	Food Vendor Rep.	Present	
Dale Christiansen	Fair Assn. Rep.	Excused	
Bryan Bloch	Rodeo Assn. Rep.	Present	

Other attendees included: City Administrator Dave Johnson, City Attorney Tom Hayden, Festival Grounds Manager Richard Bjorklund, Alderwoman Kandy Peterson, Bryan Moodie, Michael Caylor Jr., Darrell Barker, Jimmy Lawson, Mike Geisler, Les Sabatke, James Kreger and City Clerk Bill Heideman.

II. Minutes of previous meeting(s):

1. Minutes of February 2, 2017 meeting

Motion (Bloch/Russell) to approve.

RESULT: APPROVED

III. Agenda items for consideration:

1. Expo Hall Lease

This was originally discussed at the February 2nd, 2017 meeting.

Alderman Meehean had questions on the lease. He stated that, in his opinion, the fees for renting the Expo Hall are excessive, and he would like to see them lowered. Three people who were interesting in leasing the hall have contacted City Administrator Johnson, but all three declined, stating that the fee was too high.

Motion (Meehean/Bialecki) to approve a daily rate of \$450. The fee for the second day would be \$350 and the fee for any other consecutive day(s) would be \$250. These fees would be applicable both to leasing the hall with the kitchen or without the kitchen. The security deposit for the Expo Hall only would be \$250 and the security deposit for the Expo Hall with kitchen would be \$500. Carried.

Motion (Meehean/Russell) to approve the Expo Hall lease agreement, with the fee changes incorporated by the previous motion.

Attachment: 2017-03-02 FGC Minutes (2324 : Minutes of March 2, 2017 meeting)

RESULT:	APPROVED
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2. Merrill Festival Grounds Lease Agreement & Fee Schedule

Alderman Meehean noted several typographical errors in the document. It was determined that maintenance staff hours specified in the agreement will be 8:00 a.m. to 4:30 p.m.

Neal Christensen asked that more consideration be given to the “Expo Center Agreement Terms and Conditions” document. He was told that a “clean” copy would be prepared and considered at the next meeting.

Motion (Meehean/Russell) to approve the Merrill Festival Grounds Lease Agreement and Fee Schedule.

RESULT:	APPROVED
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3. Merrill Riders Club

Representing the Merrill Riders Club, Jimmy Lawson stated that a daily fee of \$250 was not acceptable to that group. They are counter-offering a daily fee of \$100. He reported that there are approximately 65 members in their group, and they typically have approximately 50 horses at an event. They typically hold about 8 events annually.

Alderman Meehean responded that, in his opinion, a \$5 fee per horse is not excessive.

Festival Grounds Manager Bjorklund suggested that perhaps the Merrill Riders Club could seek and receive funding from local individual(s) or civic group(s).

Mayor Bialecki noted that the City committed major funding to improve the Festival Grounds.

Mr. Lawson will take the City proposal back to the Merrill Riders Club for their consideration. Discussion on this will continue at the next meeting. No action was taken at this time.

4. Calendar of 2017 Events - Rick Bjorklund

Festival Grounds Manager Bjorklund reported that the Festival Grounds events are now listed on the City website. Any City employee with access to the City system can enter data.

Festival Grounds Manager Bjorklund then provided potential other sections that could be included on the website. City Administrator Johnson and Technology Manager Ron Turner will be working with Festival Grounds Manager Bjorklund on this, and it will be an item on a future meeting agenda.

Alderman Norton provided a verbal review of the events that are already scheduled at the Festival Grounds.

IV. Public Comment Period

Jimmy Lawson asked if there were any Memorial Day weekend events scheduled for the Festival Grounds in either 2017 or 2018. He was told that nothing has yet been scheduled for Memorial Day weekend in either 2017 or 2018.

Neal Christensen reported that the permanent vendor group had met recently.

Neal Christensen then stated that it is necessary to discuss policies and procedures related to the sale of alcoholic beverages at the Festival Grounds. He was told this would be discussed at the next meeting.

Neal Christensen stated that he has been requesting a financial report related to the Tractor Pull event. City Clerk Heideman replied that he does not have such a report in his possession.

V. Establish date, time and location of next meeting

Thursday, April 6th, 2017 at 6:00 P.M. in the City Hall Common Council Chambers.

VI. Adjournment

Motion (Russell/Meehean) to adjourn. Carried. Adjourned at 7:20 P.M.

3/21/17

Lillie Bartelt

MRC Club Member, Co-President

Merrill Riders Club

To whom it may concern,

I am writing in response to the proposed ground-rental fee of \$250 for the Merrill Festival Grounds, for hosting our gymkhanas and speed shows, in hopes to reach an agreement for all involved.

The Merrill Riders Club, a non-profit organization, was started in 1955, and members were involved in more than just gymkhanas, such as the Lincoln County Rodeo in its early beginnings, as well as the Underdown Horse Club. As each event evolved with their own separate clubs, the Merrill Riders Club returned to hosting gymkhanas and speed shows throughout the summer months. Club officers and members have strived to maintain events that are affordable, family friendly, and beginner welcome. Though there are year-end awards and perks to being a club member, the Merrill Riders Club welcomes all riders from young to aged, and beginner to professional, whether they are club members or not. The Merrill Riders Club does not discriminate against others and instead has a goal of helping these individuals to learn and better themselves, and to succeed in the equestrian world, especially in timed events. Though our membership numbers may not be high due to changes last year, attendance of competitors at our 2016 shows was still numerous, with some competitors travel up to as many as 90 miles to attend our shows.

For those who don't know about our club events, our primary shows are Friday night gymkhanas. Gymkhana is described as an equestrian event consisting of speed pattern racing and timed games for riders on horses, often emphasizing children's participation. Our gymkhanas consist of 4 timed events, each divided into classes based on competitor age, so our young riders have a chance to be successful against riders near their same age. We also host one all-day show per year, often to memorialize a person or persons. This show is also open to all ages, members and non-members, and we welcome public spectators to each and every event we host.

The Merrill Riders Club would like to propose a graduated fee scale for use of the grounds for the 2017 show season as follows:

The Merrill Riders Club would pay the full amount of \$250 for the first show. Following that, a 15% decrease for each show thereafter. (See chart below). Then, at the end of the 2017 calendar year, the Merrill Riders Club would reassess their books and finances, and see where we are at, in order to maintain or redevelop this proposal for the following year.



Attachment: Merrill Riders Club Proposal Letter (2326 : Merrill Riders Club Proposal Letter)

Should this fee proposal be accepted, we would like to propose possible dates for the 2017 show year:

3.2.a

Friday, May 19th

Saturday, May 27th

Friday, June 2nd

Friday, June 16th

Friday, July 21st

Friday, Aug 18th

We also would like to propose hosting a show on the grounds September 16th during the Merrill Chamber's "Pork in the Park" as an additional spectator attraction during the event.

Best Regards,

Lillie Bartelt
715-551-1121

Attachment: Merrill Riders Club Proposal Letter (2326 : Merrill Riders Club Proposal Letter)



PO Box 921 Merrill, WI 54452
715-536-5212 lincolncofair.com

The Lincoln County Fair Association, Inc, in the interest of helping with the further development of the Festival Grounds for the entire Merrill Community, is proposing this agreement.

The Lincoln County Fair is the largest entertainment venue in the county and the Association has invested thousands of dollars, and hours, in the past to help make this property desirable for this highly attended yearly event.

The Lincoln County Fair Association, Inc would like to propose that a Lease similar to that of the Rodeo Association be used for the Fair Association with a few changes.

*The Lincoln County Fair Association, Inc (further referred to as LCFA) will pay the lessee the amount of \$2500 dollars lease per year. As the dates vary from year to year the LCFA would require the use of the grounds 2 weeks prior to the opening of the fair and 1 week past the closing day of the fair. The LCFA agrees to work with any organization that may require usage of the grounds during the time of the LCFA lease.

*Any organization not part of LCFA, wishing to vend during the Lincoln County Fair, shall be required to sign an agreement with the LCFA stating they will abide by the rules, regulations and exclusives stated in said agreement. Failure to sign would result in a conflict of interest with the LCFA and will not be allowed to be open and/or vend during the fair.

*The LCFA owns picnic tables, garbage cans, fencing, and cement barriers that the LCFA is willing to let other organization use upon request.

The LCFA is extremely vested and interested in helping the community of Merrill and Lincoln County promote the Festival Grounds to its fullest potential. LCFA is committed to doing it's part in a fair and financially stable fashion.

March 9, 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: _____
Name: _____

By: _____
Print Name _____

RETURN PAGES 1 AND 2 ALONG WITH PAYMENT TO:
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452
715-536-5595

Attachment: Expo Center Agreement (2325 : Expo Lease Agreement)

March 9, 2017

FACILITIES REQUESTED FOR RENTAL (please mark your preference)

Expo Hall Base rate of \$450.00 per day. Multiple day rentals will receive a rate of \$350.00 for second consecutive day and \$250.00 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 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 \$450.00 per day. Multiple day rentals will receive a rate of \$350.00 for second consecutive day and \$250.00 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 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 _____ available)
- _____ 8’ folding banquet tables (maximum of _____ 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 (2325 : Expo Lease Agreement)

March 9, 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 that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. 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 OF MERRILL.
- 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, 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 all payment 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 twenty-four (24) hours, 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.
- 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.

March 9, 2017

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$250.00 for Expo Center and \$500.00 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, including bagging all garbage produced. Rental fee includes garbage disposal after being bagged. 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 unless prior arrangements were made OR unless facility is otherwise scheduled, user will be allowed entry to cleanup by noon on the day following the event. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour. Facility must be returned in the same condition as received, if not \$25.00 per person per hour to clean will be charged to user.

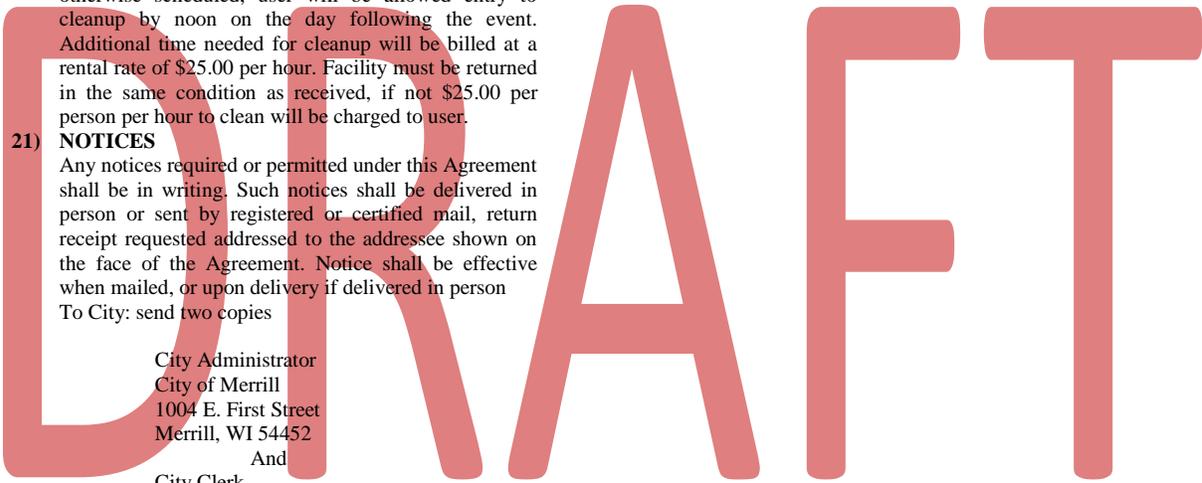
21) NOTICES

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

City Administrator
City of Merrill
1004 E. First Street
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 notifying 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 (2325 : Expo Lease Agreement)

March 9, 2017

MERRILL FESTIVAL GROUNDS LEASE AGREEMENT AND FEE SCHEDULE

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 Festival Grounds: (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 and 3) \$ _____

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: _____
Name: _____

By: _____
Print Name _____

RETURN PAGES 1, 2 AND 3 ALONG WITH PAYMENT TO:
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452
715-536-5595

Attachment: MERRILL FESTIVAL GROUNDS Lease (2327 : Grounds Lease Agreement)

March 9, 2017

FACILITIES REQUESTED FOR RENTAL – (Please mark your preference)

___ **GROUNDS ONLY:** \$250.00 Daily Fee
\$250.00 Security Deposit

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

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

___ **STECKLING BUILDING AND PARKING ONLY** \$250.00 Daily Fee
\$250.00 Security Deposit

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

___ **GROUNDS AND STECKLING BUILDING** \$450.00 Daily Fee
(50' x 120') \$350.00 Security Deposit

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

Restroom and janitorial supplies are included in the \$450.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

___ **GRANDSTAND AND PARKING ONLY:** \$1,000.00 Daily Fee
\$2,000.00 Security Deposit

\$50.00 for use of Public Address System

Restroom and janitorial supplies are included in the \$1,000.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

___ **GRANDSTAND AND GROUNDS:** \$1,200.00 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 are included in the \$1,200.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

March 9, 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 are included in the \$1,600.00 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, for the event, 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.

March 9, 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 8:00 a.m. to 4:30 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.

DRAFT

March 9, 2017

FESTIVAL GROUNDS 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 that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. 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 OF MERRILL.
- 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, 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 all payment 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 twenty-four (24) hours, 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.
- 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.

March 9, 2017

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$250.00 for Expo Center and \$500.00 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, including bagging all garbage produced. Rental fee includes garbage disposal after being bagged. 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 unless prior arrangements were made OR unless facility is otherwise scheduled, user will be allowed entry to cleanup by noon on the day following the event. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour. Facility must be returned in the same condition as received, if not \$25.00 per person per hour to clean will be charged to user..

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

City Administrator
City of Merrill
1004 E. First Street
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 notifying 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.

DRAFT

Attachment: MERRILL FESTIVAL GROUNDS Lease (2327 : Grounds Lease Agreement)

3-03-2017 09:04 AM

CITY OF MERRILL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2016

PAGE: 2

24 -Merrill Festival Grounds
Events/Sponsored

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<u>Public Charges-Services</u>					
45231-46300 Tractor Pull Revenues	0.00	0.00	16,035.00	0.00	(16,035.00)
TOTAL Public Charges-Services	0.00	0.00	16,035.00	0.00	(16,035.00)
<u>Miscellaneous Revenues</u>					
45231-48500 River Valley Bank-Donation	0.00	0.00	25,000.00	0.00	(25,000.00)
TOTAL Miscellaneous Revenues	0.00	0.00	25,000.00	0.00	(25,000.00)
TOTAL REVENUES	0.00	0.00	41,035.00	0.00	(41,035.00)
EXPENDITURES					
<u>Contractual Services</u>					
55231-02-15555 WTPA & Patrol-Sled-Scale	0.00	0.00	15,025.00	0.00	(15,025.00)
55231-02-16500 Crowd-Security-Parking	0.00	0.00	1,500.00	0.00	(1,500.00)
55231-02-23555 Portable Toilets	0.00	0.00	1,990.00	0.00	(1,990.00)
55231-02-23600 Waste Removal Services	0.00	0.00	750.00	0.00	(750.00)
55231-02-90000 Portable Radios-Rental	0.00	0.00	350.00	0.00	(350.00)
TOTAL Contractual Services	0.00	0.00	19,615.00	0.00	(19,615.00)
<u>Supplies & Expenses</u>					
55231-03-40000 Operating - Food-Drink	0.00	0.00	934.00	0.00	(934.00)
55231-03-40111 Supplies-Vests-Zip Ties	0.00	0.00	1,116.88	0.00	(1,116.88)
55231-03-41000 PR - Event Marketing	0.00	0.00	10,009.35	0.00	(10,009.35)
55231-03-41322 Event Prizes-Trophies	0.00	0.00	6,194.00	0.00	(6,194.00)
TOTAL Supplies & Expenses	0.00	0.00	18,254.23	0.00	(18,254.23)
<u>Fixed Charges</u>					
55231-05-10000 Liability Insurance-Event	0.00	0.00	690.00	0.00	(690.00)
TOTAL Fixed Charges	0.00	0.00	690.00	0.00	(690.00)
<u>Capital Outlay</u>					
55231-08-23522 Clay - Equipment-Labor	0.00	0.00	5,872.25	0.00	(5,872.25)
TOTAL Capital Outlay	0.00	0.00	5,872.25	0.00	(5,872.25)
TOTAL EXPENDITURES	0.00	0.00	44,431.48	0.00	(44,431.48)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(3,396.48)	0.00	3,396.48

Attachment: Tractor Pull Report (2361 : Finance Report 2016 Tractor Pull)