



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
AGENDA • THURSDAY DECEMBER 6, 2018

Regular Meeting

Bierman Building

6:00 PM

- I. Call to Order
- II. Minutes of previous meeting(s):
 1. Minutes of October 4, 2018 meeting
- III. Agenda items for consideration:
 1. Food Vendor Contract Review/Changes:
 - Change water shutoff date from 10/31 to 10/1, or sooner
 - Water shutoff - key for stand or person to standby that day
 2. Calendar of Events:
 - 2018 Year in Review/Comparison with 2017
 - New - Web Page, Bar and Blinds
- IV. Monthly Reports:
 1. Festival Grounds Manager Bjorklund
 2. Food Vendor Rep. Caylor - No report, because Food Vendor Committee did not meet.
- V. Public Comment Period
- VI. Establish date, time & location of next meeting
- VII. Adjournment



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
MINUTES • THURSDAY OCTOBER 4, 2018

Regular Meeting

Bierman Building

6:00 PM

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Michael Caylor	Food Vendor Rep.	Present	
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
John M. Van Lieshout	Aldersperson - Fifth District	Present	
Derek Woellner	Mayor	Excused	
Bryan Bloch	Rodeo Assn. Rep.	Present	
Brad Becker	Fair Assn. Rep.	Present	

Also in attendance: City Administrator Johnson, City Attorney Tom Hayden, Festival Grounds Manager Richard Bjorklund, Diane Wais, Bill Bialecki, Sue Kunkel, Darryl Barker and City Clerk Bill Heideman. A student was in attendance to tape the meeting for Merrill Productions.

II. Minutes of previous meeting(s):

1. Minutes of September 6, 2018 meeting

Motion (Meehean/Bloch) to approve.

RESULT: APPROVED

III. Agenda items for consideration:

1. Traffic control issues at the grounds

Rodeo Association Rep. Bloch had requested that this item be placed on the agenda. He reported that, when he was helping set up for the "Pork in the Park" event, a "parade" of school buses drove through the grounds. He has safety concerns regarding this type of activity and stated that something needs to be done to prevent similar future occurrences.

After discussion, it was determined that Street Department barricades could be used to deter traffic from coming through the grounds when event-related work is being done on the grounds.

2. Fair - Debriefing and Contract

The lease contract between the City and the Lincoln County Fair Association was in the meeting packet.

Motion (Meehean/Bloch) to approve the lease contract for one year.

RESULT:	APPROVED
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3. 2019 Capital Improvements and 2019 Budget

Capital budget information was in the meeting packet.

City Administrator Johnson reported that he has submitted grant applications for three projects at the grounds. The projects are as follows:

Paving near the grandstand
Renovation of the “old” restroom
“Reskinning” the Sell Building

The results of the grant applications will not be known until December.

No action was taken on the capital budget as presented.

4. Calendar of Events/Feedback

Diane Wais reported that a recent gun show went well.

The 2019 Lincoln County Fair will be August 14th to August 18th. A contract has been signed with Spectrum Carnival for them to provide the carnival for the 2019 fair.

IV. Monthly Reports:

1. Festival Grounds Manager Bjorklund

The monthly report was in the meeting packet.

The date for a wrestling event will probably be changed, due to a conflict with deer hunting season.

Another gun show is being planned.

2. Food Vendor Rep. Caylor

The monthly report was in the meeting packet.

The permanent stands were pleased with the results of the 2018 Labor Day festivities.

The permanent stands group will not meet again until next spring, unless circumstances dictate a meeting.

City Administrator Johnson stated that he would like to see a policy that would require that “temporary” vendors be current on their property taxes before being allowed space for any event. The entire policy on “temporary” vendors will be included on a future meeting agenda.

V. Public Commnet Period

Bill Bialecki commented that he attended a wedding at the Bierman Building recently and that the attendees were pleased with the facilities.

VI. Establish date, time & location of next meeting

Thursday, December 6th, 2018 at 6:00 P.M. at the Bierman Building.

VII. Adjournment

Motion (Caylor/Becker) to adjourn. Carried. Adjourned at 6:31 P.M.

DECEMBER

Food Vendor Contract Review/changes

Change Water shut off date from 10-31st to 10-1st or sooner

Water shut off – key for stand or person to standby that day

Calendar of Events

(Attachment)

2018 Year in review / Comparison with 2017

(Attachment)

New - Web Page, Bar and Blinds

Food Vendor Report – Caylor

Festival Grounds Manager Report – Bjorklund

(Attachment)

Attachment: Agenda Items (3854 : Food Vendor Contract Review/Changes:)

MERRILL FESTIVAL GROUNDS GROUND LEASE / FOOD VENDOR

This agreement, made and entered into as of _____, by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and _____ whose mailing address is _____ hereinafter called the Lessee(s).

WHEREAS, the Lessor owns and operates the Merrill Festival Grounds (hereinafter the “Grounds”) and Lessee is desirous of leasing from the Lessor a certain parcel of land at the Merrill Festival Grounds, hereinafter more fully described, for the purpose of concession sales and related endeavors;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements upon the following terms and conditions.

1. **Property Description:** Building No. ___ as described on the attached map, including five feet (5’) in all directions from the perimeter of Building ___ or area used and delineated by owner of Building ___. This consists of a land area ___ feet by ___ feet, totaling _____ square feet, with ___ lineal feet of frontage, located at the Merrill Festival Grounds.

If alcoholic beverages are served by Lessee, they agree to fence the area, if requested, in which alcohol is dispensed and/or consumed, per City of Merrill policy and/or insurance requirements.

2. **Building Construction.** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Safety and Professional Services, pertinent provisions of any local ordinance in effect and the work is performed by properly licensed contractors. The plans for replacing or remodeling such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
3. **Term.** The original term of this lease commenced on _____ and will continue for 25 years from said date, it and shall be automatically renewed from year to year thereafter, January 1st through December 31st. This agreement shall be reviewed yearly for a period of three years, after commencement of the lease term, and every three years thereafter, with rates adjusted and other terms reviewed. In the event Lessee wishes to terminate this lease, Lessor shall receive at least a 90-day notice of such intention prior to the expiration of the lease.
4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$23.75 per linear foot for the land

leased for a total annual charge of \$ _____, plus tax, payable on or before January 31st of each year during the term of this lease. It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment , as set forth above, provided that any readjustment of present rates shall be reasonable and applicable to all Leases at the Festival Grounds.

- 5. Sale of Products.** Lessee is aware that to accommodate the demands of certain event sponsors, the Lessor or Sub-Lessor retains the right to specify which brands of food or beverage products may be sold during such time as the Sub-Lessor is in legal possession of premises. Lessee shall agree to honor any written request, deemed reasonable and approved by the Festival Grounds Committee, made by the Sub-Lessor related to the sale of beverages or food products

Lessor or Sub-Lessor shall have the right to establish minimum prices for food and beverages, and size of commodities sold to ensure uniformity among vendors.

Lessor or Sub-Lessor may request/require and/or establish security measures at any time, and at any event, which alcohol is offered for sale.

- 6. Restrictions on Events.** Lessee acknowledges that during certain events at the Merrill Festival Grounds, a renter or sponsoring organization might request, through the City of Merrill, that certain Food Vendor Lessees shall not be open for the event. The City of Merrill shall give the Food Vendor Lessees at least 60 days written notice of such request, which Lessee agrees to honor.
- 7. Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe operation of the concession /refreshment stand; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the Merrill Festival Grounds.
- 8. Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Merrill Festival Grounds.
- 9. Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from all loss or damages by reason of such acts or omissions.
- 10. Assumption of Risk for Personal Property and Fixtures.** All personal property and fixtures of any kind or description whatsoever, including, but not limited to vehicles and products placed on the leased premises, shall be placed on the leased premises at the Lessee's sole risk, which risk Lessee hereby agrees to assume. The City of

Merrill shall not be liable for any damage done to or loss of such personal property, or damage or loss suffered by any business or occupation of the Lessee arising from acts or omissions of others, or from the malfunction of any utility or mechanical systems serving the leased premises.

- 11. Insurance.** The Lessee agrees that he will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for the injury or death of one person in any one accident; and in the amount of \$1,000,000 for the injury or death of more than one person in any one accident; and in the amount of \$1,000,000 for damage to property of others for any one accident. The policy shall also name the City of Merrill, as additional insured and provide for a minimum of ten (10) days prior written notice to the City of Merrill in the event of a cancellation. The Lessee shall provide the City of Merrill with the Certificate of Insurance. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings.** The Lessee will maintain the structures occupied by it and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 13. Right to Inspect.** The Lessor reserves the right to request entrance to the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- 14. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to it.
- 15. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 16. Utilities.** Lessee is responsible for all utilities associated with their building, including electric, and propane. Water Utility will discontinue water service on or about October 31st.
- 17. Default.** The Lessee shall be deemed in default upon:

 - a. Failure to pay rent within 30 days after due date.
 - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.

- c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
- d. The making of an assignment for the benefit of creditors.
- e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

In the event of a default, except for the payment of rent, the Lessor shall give five (5) days written notice of the nature of the default to the Lessee. Lessee shall have thirty (30) days from the date of the notice to cure any other Default. Failure to pay rent in a timely fashion under this lease shall constitute a Default without further notice except as required under Wisconsin state statutes. Default as defined under this paragraph, shall authorize the Lessor, at its option, to declare this lease void, cancel the same, and re-enter and take possession of the premises.

- 18. Title.** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee may, at the option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original condition.
- 19. Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained herein, without the consent of the Lessor.
- 20. Merrill Festival Grounds Development.** The Lessor reserves the right to further develop or improve Merrill Festival Grounds as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the Merrill Festival Grounds requires the relocation of the Lessee on the Festival Grounds, the Lessor agrees to provide a comparable location to Lessee.
- 21. Dispute Resolution.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by resolution in the appropriate Court of Record.

2018 Events – MERRILL FESTIVAL GROUNDS

JANUARY

Jan. 6th Festival Grounds Committee Meeting

FEBRUARY

Feb. 1st Festival Grounds Committee Meeting
Feb. 27th and 28th ACT Testing w/High School

MARCH

March 1st Festival Grounds Committee Meeting
March 26th Debate - League of Women Voters/Library

APRIL

April 5th Festival Grounds Committee Meeting
April 7th Craft Fair – Enrichment Center
April 21st Prom w/High School

MAY

May 3rd Festival Grounds Committee Meeting
May 5th Wedding
May 18th Riders Club

JUNE

June 2nd Wedding
June 4th 4H Dog Training
June 7th Festival Grounds Committee Meeting
June 8th, 9th, 10th Rodeo
June 11th 4H Dog Training
June 15th Riders Club
June 16th Gaming Event
June 18th 4H Dog Training
June 25th 4H Dog Training
June 30th Wedding

JULY

July 2nd 4H Dog Training
July 7th Wedding
July 7th Tractor Pull
July 16th 4H Dog Training
July 12th Festival Grounds Committee Meeting
July 20th Riders Club
July 23rd 4H Dog Training
July 27th Wedding
July 27th Riders Club
July 30th 4H Dog Training

AUGUST

August 2 nd	Festival Grounds Committee Meeting
August 3 rd	Relay for Life
August 3 rd & 4 th	Electronic Recycling Program
August 4 th	Wedding
August 6 th	4H Dog Training
August 10 th	Riders Club
August 15 th , 16 th , 17 th , 18, 19 th	FAIR with set up and take down the month of August
August 28 th	City of Merrill Community Night
August 31 st	Riders Club

SEPTEMBER

September 1 st	Wedding
September 3 rd	Labor Day Activities after Parade
September 6	Festival Grounds Committee Meeting
September 14 th	Riders Club
September 14 th & 15 th	NRA Gun Show
September 15 th	Pork in the Park
September 22 nd	Wedding
September 29 th	Wedding

OCTOBER

October 4 th	Festival Grounds Committee Meeting
October 12 th , 13 th , 14 th	Wedding
October 19 th & 20 th	Craft Show – Enrichment Center
October 27 th	Flea Market

NOVEMBER

No Bookings

DECEMBER

December 6 th	Festival Grounds Committee Meeting
December 8 th	Wedding

Respectfully submitted,

Diane Wais
Legal Assistant

Attachment: 2018 Events (3859 : 2018 Year in Review/Comparison with 2017)

2017 Events – MERRILL FESTIVAL GROUNDS

MAY

May 19 th	Riders Club	
May 19 th	Riders Club	

JUNE

June 2 nd	Riders Club	
June 9, 10 & 11 th	Rodeo	
June 16 th	Riders Club	

JULY

July 7 th	VFW Benefit	
July 8 th	Tractor Pull	
July 12 th	Ribbon Cutting Ceremony	Expo
July 12 th	Begin Fair Set up	
July 21 st	Riders Club	
July 26, 27, 28, 29, 30	Fair	

AUGUST

August 5 th	VFW Event	Expo
August 8 th	Community Night Out	Grounds/Expo
August 10 th	Fair Clean up Complete	
August 11 th & 12 th	Relay for Life	
August 18 th	Merrill Riders	
August 22 nd	Optimist – Pasta Bowls	Expo
August 25 th	Memorial – Ron Turner	Expo

SEPTEMBER

September 4 th	Park and Recreation	
September 17 th	Riders Club	

OCTOBER

October 5 th	Fair Association Meeting	Expo
October 14 th	Alft Benefit	Expo
October 19, 20, 21	Enrichment Center Craft Show	Expo

NOVEMBER

No Bookings

DECEMBER

No Bookings

Respectfully submitted,

Diane Wais
Legal Assistant

Merrill Festival Grounds

December 6, 2018

Grandstand and Grounds:

General:

Placing an interstate facing billboard on City property is ongoing with a probable underwriter. The underwriting has been discussed at several levels inside of the sponsoring company and continues to pass review by corporate departments.

Addition of lighting needs to continue to create a safe and user-friendly environment.

Additional electric hook-ups along the fence line and in the infield are a priority along with sewer hook-up or dump stations and water connections. Such installation preparation should coincide with installation of asphalt.

Identification and prioritization of capital improvements for the grounds is an ongoing exercise and is conducted in accord with the TIF requirements and user group needs. Current projects to improve the appearance and function of existing buildings will be noticeable to the community and user groups.

For Capital improvement consideration, successful Festival Grounds facilities are generally described as:

1. Year-round facilities and are multi-use
2. Indoor, fully climatized exhibition-style building(s)
3. Entertainment venue customized for specific market demand in the form of a grandstand, race track, indoor arena, amphitheater, etc.
4. Defined and improved camping facilities
5. Dedicated livestock facilities
6. Up-to-date restrooms and patron amenities

Additional categories could include: Perimeter Fence (with caution), reduction of Humane Society footprint, paving/asphalt, plantings, trees, electrical grid, winterized buildings, canopies, shade and rest areas, picnic tables, sewer and water hook-ups.

Tractor Pull:

The Midstates Pullers are replacing the WTPA. The Dirt Flingers (minis and garden tractors and specialty classes) are being added with the antique Pullers for the daytime free show.

Additional marketing through tagging bank buys is being considered.

Family pack pricing is being implemented; pricing was reduced and was well received.

The Tractor Pull is now re-structured as a non-stock corporation by River Valley Bank's law firm.

Rodeo:

Next year, porta toilets will not be required so the physical layout will be better for all. In general, the layout was crisp and efficient.

Vending could help concessions. ATM is a good concession.

Extensive photos of the grounds lay-out were taken as well as drone photos. The layout was more efficient this year.

Upgraded infield electric panels are becoming a priority as well as possible access to sewer and dump station facilities.

New welcome signs could help at the entrance and at the entertainment tent.

We are seeking ways to scrub the grandstand after Sat show.

County Fair:

Recommended that fencing inside the fairgrounds be reduced or eliminated. Check points for age can be maintained with a stamp or wristband given for daily ID. Encourage all beer stands to provide entertainment. Consider eliminating the beer stand at the Grandstand in exchange for a re-stated financial and operating agreement with the permanent stands.

Sell display space under the Grandstand and east of the restrooms and west of the carnival. Invite the military to move displays in at no cost. Leave no empty space. Consider active and/or participative displays such as chain saw carving, wood working, fish tank, kid's shows, animal petting, jugglers, etc. Such shows are inexpensive, easy to book and easily fill space as needed. They give a sense of activity and fun and help to keep families at the grounds longer. The only kids show this year was provided complimentary by the carnival owner.

Location of the new restrooms worked very well.

Replace the ATM vendor with the one from the Rodeo.

Statewide, the carnival business is experiencing unusual contractions. Steps to assure a carnival contract for future years should be taken immediately. Consider alternative pricing structures.

Use the Expo stage for pie eating and butter carving contests and additional programs. The expo stage is rarely busy. Open the Enrichment Center for passive display of projects and programs, sell items to the public and hand out information to increase public awareness and participation.

The committee in charge of the livestock auction (the fair is a terminal show) has done a superb job of lining up corporate and private buyers for the auction. It is one of the better auctions in the state in the county fair category. The work done by the committee is a model for the fair to use in seeking additional support, sponsorship and possible angel underwriting. Such additional support is essential to help the fair continue to be a “free fair”.

Add lights to the east and west poles in the grandstand to keep from having to refocus lights. Consider raising the height of the north grandstand poles to reduce glare into the grandstand seating.

Have a heavier presence of electrician, labor and management during set-up. Distribute keys to assigned managers, lock electric panels, reduce hose and cable crossings.

No stock trucks or private vehicles should be parked next to or behind food stands. Set-up a stock truck area where ALL vendors must remain.

Campers restricted to infield or south fence line only.

Bury utility runs in a grid pattern across all areas to be asphalted. Asphalt as much area as possible and bring to a flat grade.

Reduce or eliminate vehicle traffic at the gate at the south end of the Expo. If it has to be used restrict the hours and credential. Put stock trailers across 6th St.

Arena dirt and roadway dirt is breaking down into dust and fine particles.

Remove Bulls and Barrels show. Consider doing 2 nights of Monster Trucks and Demo. Horse show on opening day is not attended by participants or the public. Replace it with a sponsorable show.

Not enough traffic to warrant one way on 6th St. Use the east parking area for credentialed and vip parking.

Make a show out of animal judging. Judges to be encouraged to talk about what they are looking for and why each animal has special features.

Grandstand shows need to be limited to 1.5-2 hour-time limit. Sunday show needs to start at 2 so the people attending the show stay on the fairgrounds afterwards and bring benefit to the vendors.

Bierman Expo Hall:

Wrestling show, intending to happen on Nov 16, is postponed to the spring to coincide with the spring show in Milwaukee.

The Northern Wisconsin Gun Show producer was very happy with the show results and looks forward to a long relationship at the Festival Grounds.

Marvin Krause Productions has expressed an interest to rent the Expo for their show(s). An agreement has been sent to him for a show in May, 2019.

We have been complimented by user groups for such clean facilities, for the building being well laid out and equipped. Nick does an excellent job. Rental rates are user friendly and equally applied.

Reservations for weddings are increasing monthly. Diane is superb at talking with the potential users. She has excellent acumen for event business.