



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
AGENDA • THURSDAY FEBRUARY 3, 2022

Regular Meeting

City Hall Council Chambers

6:00 PM

To attend remotely, call 478-412-6135 and PIN 987 686 844#

- I. Call to Order
- II. Agenda items for Consideration:
 1. Update on Electrical, Lighting, and Emergency Public Address planned improvements
 2. Continued discussion of lease agreements and rental fees
 3. Rodeo Update
 4. Fair Update
 5. Calendar of Events
- III. Monthly Reports
 1. Meeting minutes from September 2, 2021
 2. Festival Grounds Manager - Bjorklund
 3. Food Vendor Representative - Caylor
- IV. Public Comment Period
- V. Establish date, time and location of next meeting
- VI. Adjournment

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) \$ _____

Sales tax per DOR 5.5% \$ _____

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
715-539-3510

Attachment: Festival Grounds Lease 3-15-2021 (8552 : Continued discussion of lease agreements and rental fees)

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** (50' x 120')

\$450.00

Daily Fee

\$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.

___ 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.

3. **UTILITIES:** Water, electric, and gas meters 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.

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.

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.

UP COMING EVENTS AT THE FESTIVAL GROUNDS

2022

February	2/3/2022	(Festival Grounds Committee Meeting) to be set by Committee
	2/4-5/2021	Wedding
March	3/3/2022	(Festival Grounds Committee Meeting) to be set by Committee
	3/4-5/2022	Gun Show
	3/14/2022	Mayoral Forum
	3/19-20/2022	Wedding
	3/24/2022	Wedding
	3/26/2022	Wrestling
April	4/5/2022	Voting
	4/7-9/2022	MEC Spring Craft Show
	4/14/2022	(Festival Grounds Committee Meeting) to be set by Committee



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
MINUTES • THURSDAY SEPTEMBER 2, 2021

Regular Meeting**City Hall Council Chambers****6:00 PM****I. Call to Order**

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

Attendee Name	Title	Status	Arrived
Michael Caylor	Food Vendor Rep.	Present	
Mike Rick	Aldersperson - Sixth District	Present	
Steve Sabatke	Aldersperson - Eighth District	Present	
John M. Van Lieshout	Aldersperson - Fifth District	Present	
Derek Woellner	Mayor	Absent	
Bryan Bloch	Rodeo Assn. Rep.	Present	
Brad Becker	Fair Assn. Rep.	Present	

Others in attendance (either in-person or remotely) included: City Administrator Dave Johnson, City Attorney Tom Hayden, Krista Mitchell and City Clerk Bill Heideman. Merrill Productions was present to videotape the meeting.

II. Agenda Items for Consideration:**1. Discuss Festival Grounds rental contracts**

Information related to the Festival Grounds Lease Agreement and Fee Schedule was in the meeting packet.

City Administrator Johnson reported that recent developments indicate the lease agreement and/or fee schedule are in need of updating. He also suggested a possible refund of a portion of the amount the permanent stands pay for rent.

It was suggested that events not be scheduled either too close to before or after the fair. This will allow for sufficient setup and cleanup time.

After discussion, Alderman Van Lieshout determined that the next agenda should include several items related to this topic. No action was taken at this time.

2. Review and discussion of 2022 Operating and Capital Budget requests

Fiscal Information on potential 2022 capital projects was in the meeting packet.

Potential upgrade(s) to the grandstand lighting were discussed. City Administrator Johnson will be taking a funding request on lighting to the Bierman Foundation.

A new sound system was then discussed. It was suggested that the August 11th tornado warning during the fair demonstrated that a sound system capable of being heard on the entire grounds is necessary. City Administrator Johnson may also be taking a sound system funding request to the Bierman Foundation.

Motion (Rick/Bloch) to refer the 2022 Festival Grounds capital request list, as presented, to the 2022 budget process. Motion carried.

3. Rodeo Update

Rodeo Association Rep. Bloch reported that they are currently busy seeking grant opportunities.

4. Fair Update

Fair Association Rep. Becker reported that the initial fiscal data on the fair certainly looks positive, although “solid” numbers are not yet available.

Some “standard” fair rides were missing from the midway.

Attendance at the grandstand shows was average.

Tear down and cleanup went well.

Fair Association Rep. Becker then answered questions from the committee.

5. Calendar of Events

The calendar of events was in the meeting packet.

Krista Mitchell reviewed the calendar.

III. Monthly Reports:

1. Festival Grounds Manager Bjorklund

The report was in the meeting packet.

2. Permanent Vendor Rep. Caylor (Verbal Report)

Permanent Vendor Rep. Caylor reported that their group has not met since last month. He said that he could not speak for all the stands, but he does know that St. Francis did quite well at the fair. Lunch seemed a bit slower this year compared to previous years. The stands shut down fairly early on Sunday, as it seemed that people were all “faired out” after five days.

IV. Public Comment Period

None.

V. Establish date, time and location of next meeting

Thursday, October 14th, 2021 at 6:00 P.M. in the City Hall Common Council Chambers.

VI. Adjournment

Motion (Rick/Bloch) to adjourn. Carried. Adjourned at 6:47 P.M.

Merrill Festival Grounds

February 3, 2022

Meetings and Discussions with:

Car show and post parade event is a unique Merrill event that has grown organically over several decades. The event runs very smooth for a one day set up and tear down procedure. Excellent sales for food stands.

The wrestling show on Nov 5 did ok but the promoter said he will focus on doing events on Saturday instead of Friday. The Next show is on March 26, 2022.

The Gun Show was a success as well as Pork in the Park. The two events seemed to play off each other and help each other for attendance.

The Horse Show also seems to have increased its participation and attendance. Their new leadership should be commended for the success.

The Niclaus family tractors and classic cars were not only well received, they helped to fill empty display and exhibit space for the County Fair. Grandstand events were well attended. It would help the presentation of the Fair if the Enrichment Center was open for passive walk-through display and gift shop sales. School displays were missed.

Discussions with Gun show over set-up, move-out and show conduct; also use of Aqua Jays for set-up and clean-up.

Tom Hayden regarding City procedures, agreement issues, scheduling restrictions, etc.

Krista Mitchell regarding event potentials; show Expo to potential renters, potential wedding receptions; company meetings; re-tour Expo for wedding family review

Met with Fair committee members about schedule and Carnival; Statewide fair managers; Tom Hayden about County Fair. Dan Barbacovi about Fair schedule; alternative dates and WI Fairs.

Attended the State County Fair conference in the Dells for 2.5 days.

Request discussion on multiple day usage of Expo as to logistics, rates and tolerance.