



City of Ladysmith

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Mayor	532-2600	Comptroller	532-2651	City/County Library	532-2604
Administrator	532-2653	Director of Public Works	532-2603	Police Department	532-2186
Clerk	532-0564	Bldg. Inspector	532-2603	Municipal Court Clerk	532-2613
Treasurer	532-2655	Assf. Director Public Works	532-2654		

MEETING NOTICE **PARK BOARD MEETING**

WEDNESDAY, OCTOBER 10, 2018 AT 5:15 PM
Meet at the City Hall Council Chambers.

107 W. SECOND STREET SOUTH

LADYSMITH, WISCONSIN

Invitations to committee: John Pohlman, Cindy Pohlman, Darlene Grotzinger, Jennifer Pearson, Georgi Anderson, Kyle Jeffress, Julie Nicholson, Connie Thompson, Asst. DPW, DPW, Administrator, Mayor, Media.

AGENDA

1. Call to order at 5:15 PM.
2. Approve September 20, 2018 Park Board Minutes
3. Public comments
4. Approval for Park Board Chair to sign "Permit for Temporary Exclusive Use of Memorial Park" agreement for the 3rd full weekend of July (Annual Mardi Gras).
5. Consider / approve bid by JL Electric to install security lighting in park bldgs, bid \$3,020.00
6. Adjourn

Prepared by Doug Parker 10/02/2018

PLEASE POST THIS NOTICE AT THE LADYSMITH POLICE DEPT. (COURTHOUSE),
CITY HALL, LIBRARY AND ON THE CITY WEBSITE CALENDAR.

PERMIT FOR TEMPORARY EXCLUSIVE USE OF MEMORIAL PARK

WHEREAS, the City of Ladysmith and Ladysmith Area Jaycees have for decades worked on a cooperative basis to prepare for and present the community' signature event, the Northland Mardi Gras.

WHEREAS, those involved with both the City and Mardi Gras change over time and both parties hereto desire to protect their own and each other's interests going forward.

WHEREAS, in recognition of the mutual advantages this relationship has provided, whereby the Jaycees have returned Mardi Gras revenues to mutually agreed upon Park improvements over the years.

NOW, THEREFORE, THIS AGREEMENT is made by and between the parties hereto.

This permit is effective the 1st day of [July] November, 2018, to the Ladysmith Area Jaycees, Inc. its heirs successors and assigns by the City of Ladysmith and its Park Board.

Effective Dates:

This Permit shall provide for exclusive use of Memorial Park the Thursday through the Sunday which coincide with the third Saturday of July in every calendar year.

Rights and Privileges Granted:

1. To conduct the Northland Mardi Gras, a community celebration, on the park grounds.
2. To use all park facilities, structures and grounds, except locked storage areas and water or sewer utility facilities.
3. To sublet or to cease to sublet for cause as determined by the permittee, park facilities to other individuals, groups or organizations for purposes including, but not limited to, raising revenues to cover expenses associated with the Northland Mardi Gras or fund raising for giving to area causes.
4. To sell goods or render services to the public or to sublet facilities to others to do the same.
5. To erect signs calling the public's attention to any and all phases of the Northland Mardi Gras provided, however, that these shall be removed by the end of July each year this permit is in effect.
6. Permittee, or vendors to which permittee sublets space or facilities, may sell beer or wine coolers on the park premises during the Northland Mardi Gras provided, however, that such sale and consumption is conducted in a well controlled manner and in a location suitable to the grantor, and provided that drink ticket sales shall end on or before 10 p.m. on Thursdays, 9 p.m. on Sundays and 10:30 p.m. on Fridays and Saturdays; the sale of drinks shall end

no later than one half hour after ticket sales; and, that the "beer garden" shall close no later than one hour after beer sales have concluded, after which time only bartenders shall dump unconsumed beverages.

7. To charge admission to the Northland Mardi Gras, if desired or necessary.

Rights and Privileges Not Granted:

No permanent alternations or additions of any character shall be made on or to the Park premises by permittee without first obtaining the written consent of grantor. If alterations or addition are made, they shall be made at the sole expense of permittee who shall agree to hold grantor harmless therefore.

Notices

The City shall as a matter of practice provide notices of all Park Board meetings and copies of minutes therefrom to the Jaycees and others entities who may request them to keep these partners aware of pending actions.

Fee:

This permit is granted without fee in consideration of the public services the permittee performs for the benefit of the community.

Duties of the Permittee:

1. The permittee shall obtain and pay for all other permits, licenses or in insurance that may be required as to operation of the Northland Mardi Gras.
2. Permittee shall promptly pay all debts incurred by it for the purchase of goods or services used by it in the operation of the Northland Mardi Gras.
3. Permittee shall comply with applicable federal, state and local laws governing the operation of the Northland Mardi Gras.
4. Throughout the term of this agreement, permittee shall maintain public liability insurance for bodily injury, death, or property damage occasioned by reason of the operations conducted by permittee on the park premises, with minimum liability limits One Hundred Thousand Dollars (\$100,000.00) for bodily injury or death of any one person and Two Million Dollars (\$2,000,000.00) for bodily injury or death of two or more persons in any one accident or event, and in the minimum amount of One Hundred Thousand (\$50,000.00) for damage to property resulting from any one accident.
5. Permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin.
6. Permittee shall not discriminate against any person because of race, color, creed, sex, or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Permittee shall not publicize the services provided hereunder in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, or national origin.

7. Permittee shall maintain all park equipment in good working condition at all time.
8. The Permittee shall keep restroom papers stocked when City maintenance employees are not on duty. The City will furnish such papers to Permittee.

Duties of the Grantor:

The grantor, its agents or employees of the City of Ladysmith shall be responsible for keeping restrooms in good working order during the permit period, including keeping papers stocked and keeping trash containers empty while its employees are on duty. Also, the City of Ladysmith shall contact a recycling person, and provide recycling bins at no charge to the Ladysmith Jaycees.

Termination:

If in the judgment of grantor the manner of operation of the Northland Mardi Gras does not meet the requirements of this agreement, or if permittee is in default of any other term of this agreement, grantor shall give permittee a written notice specifying the particulars of the unsatisfactory performance for default. If permittee fails or refuses to remedy such unsatisfactory performance or default within 30 days after receipt by it of such notice, grantor may terminate this agreement. The decision of grantor on any such matter shall be final.

Permittee may terminate this agreement at any time by giving written notice to grantor of his intention to terminate.

Waiver of Breach:

The waiver by grantor of any breach of any term contained in the agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

Any seeming breach of this permit which is deemed by the grantor to be beyond the reasonable control of the permittee shall not be deemed a breach.

Modification:

Notwithstanding any of the provisions hereof, the parties hereinafter, by mutual consent, may agree to modifications or additions hereto. Grantor shall have the right to grant reasonable extensions of time to permittee for any purpose or for the performance of any obligation of permittee hereunder.

Notices:

All notices required to be given permittee shall be deemed given by depositing the same in the United States mail, postage prepaid, and addressed to Ladysmith Area Jaycees, Inc., P.O. Box 191, Ladysmith, WI 54848. All notices required to be given to grantor hereunder or by law shall be deemed given to grantor by depositing same in the

United States mail, postage prepaid, and addressed to Ladysmith City Hall, P.O. Box 431, Ladysmith, WI 54848.

In witness whereof, the parties have executed this agreement at Ladysmith, Wisconsin the day and year first above written.

City of Ladysmith

Ladysmith Area Jaycees, Inc.

By: _____
Alan B. Christianson, Administrator

By: _____
Peter Camren, V. President

By: _____
Shari Kavanagh, Clerk

By: _____
Lindsey Sprague, Treasurer

Ladysmith Park Board

By: _____
John Pohlman II, Chair