

**CITY OF WAUKESHA**

**Administration**

201 Delafield Street, Waukesha, WI 53188  
Tel: 262.524.3701 fax: 262.524.3899  
www.ci.waukesha.wi.us

<b>Common Council Item Number:</b> Click here to enter text.	<b>Date:</b> 4/19/2021
<b>Submitted By:</b> Ron Grall, Director of Parks, Recreation & Forestry Joanna Adamicki, Special Events Coordinator	<b>City Administrator Approval:</b> Kevin Lahner, City Administrator
<b>Finance Department Review:</b> Bridget Souffrant, Finance Director	<b>City Attorney's Office Review:</b> Brian Running, City Attorney
<b>Subject:</b> To recommend approval of Waukesha County Fair Parking Agreement associated with the 2021 City of Waukesha July 4 <sup>th</sup> Fireworks Show at the Waukesha County Expo Grounds.	

**Details:**  
Waukesha Parks, Recreation & Forestry Department (WPRF) manages the City of Waukesha July 4<sup>th</sup> Fireworks display annually. A security team is hired to manage the parking procedure on the Expo Grounds to expedite inbound and outbound traffic in an orderly and safe manner.

**Options & Alternatives:**  
Staff recommendation is to again work with the Waukesha County Fair Association to manage the parking operation at the Waukesha County Expo Grounds. The Waukesha County Fair Association staff have vast experience in parking vehicles at the Expo in an efficient and safe manner. Giving residents the best, safest experience while attending the fireworks display is crucial. Alternatively, another security team could be hired to manage parking procedure; however, they would not have the same familiarity and experience of parking the public on the Expo Grounds.

**Financial Remarks:**  
Cost of service will be \$1,825.00 for duties performed and rental equipment. The Community Special Events expense account, 5940.53940 will be utilized.

**Executive Action:**  
Recommend approval of the contract between City of Waukesha and the Waukesha County Fair Association, Inc. and authorize the Mayor to enter into this contract.

**Committee Recommendation:**  
The Parks, Recreation & Forestry Board will consider this item at the April 19, 2021 meeting.





# WAUKESHA COUNTY FAIR ASSOCIATION, INC.

2417 SILVERNAIL ROAD, PEWAUKEE, WISCONSIN 53072

(262) 544-5922

[www.waukeshacountyfair.com](http://www.waukeshacountyfair.com)

Aaron Schuett  
President

Chrissy Gluege  
Executive  
Director

## Waukesha County Fair Parking Agreement

This Waukesha County Fair 4<sup>th</sup> of July event Agreement ("Agreement") is made by and between the Waukesha County Fair Association ("WCFA") a Wisconsin non-profit organization, and the City of Waukesha ("City") a Wisconsin entity, having a principal place of business located at 201 Delafield Street, Waukesha, WI 53188.

WHEREAS, the WCFA intends to arrange and facilitate efficient parking duties inbound and outbound during the City of Waukesha's July 4<sup>th</sup> Fireworks event held at the Waukesha County Expo Grounds on July 4, 2021, and

WHEREAS, the City of Waukesha agrees to hire the WCFA for parking duties inbound and outbound performed at the July 4<sup>th</sup> Firework's event along with additional rental for equipment of radios and one golf cart for normal communications and operations during the City of Waukesha's July 4<sup>th</sup> Fireworks event;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCFA and the City of Waukesha agree as follows;

1. **Term.** The Agreement will commence upon execution and will remain in full force and effect until midnight on July 4<sup>th</sup>, 2021 following the conclusion of the City of Waukesha's July 4<sup>th</sup> Fireworks event in 2021. In the event of a rain date, the Agreement will commence upon execution and will remain in full force and effect until midnight on July 5<sup>th</sup>, 2021 following the conclusion of the City of Waukesha's July 4<sup>th</sup> Fireworks event in 2021 moving to the July 5<sup>th</sup> rain date. This document must be executed by June 15<sup>th</sup> to allow for sufficient time frame to attain all obligations required by WCFA.
2. **City of Waukesha Obligations.** The City of Waukesha agrees to pay a cash fee of one thousand eight hundred twenty five dollars (\$1,825.00) for duties performed and rental equipment provided on July 4<sup>th</sup>, 2021.
  - a. Parking Personnel & Services Fee (up to 48 man hours) -- \$1200
  - b. Rental Fee for 4-Passenger Golf Cart -- \$450
  - c. Radio Rental of 5 Radios w/ 5 surveillance mics - \$175
  - d. Equipment Provided to WCFA for use during 4<sup>th</sup> of July Firework's event:
    1. At least 12 reflective vests
    2. Minimum of 3 Exit visible signs  
(Preferably 2 with arrows-one pointing left, one pointing right)
3. **WCFA Provided Services & Obligations.** City of Waukesha will be provided the following by WCFA:
  - a. Efficient Inbound parking services starting at 7 pm on July 4<sup>th</sup>, 2021.
    1. All vehicles enter through Gate 1 and funneled into single lane northbound into the North Parking Lot, WCFA considers Parking Lot 2. (Parking every other location).

*In the event parking is not required to have limitation, WCFA will park as directed by City of Waukesha.*

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"To provide a quality family event which preserves our rural heritage and is dedicated to education and entertaining all ages in Waukesha County and surrounding communities."

2. Vehicles/Event Attendees are directed to park in tandem.
  3. Motorcycle Parking will NOT be offered for 2021.
  4. NO Bus/Motorhome/Trailer will be allowed to enter for 2021.
  5. Should Inbound Road traffic back up, WCFA will initiate directing traffic into South Parking Lot, WCFA considers Parking Lot 1, simultaneously with Parking Lot 2. (Parking every other location).
  6. See Page 6 of Agreement for map of execution.
- b. Change over from Inbound to Outbound Parking Equipment to occur at start of Fireworks display –approximately 9:30 pm.
- c. Efficient Outbound parking services starting at end of City of Waukesha's Firework event on July 4<sup>th</sup>, 2021 – approximate time 10:00 pm.
1. Vehicles from North Parking Lot, Parking Lot 2, head to the east side road and funnel into single lane southbound. Exit only eastbound onto Northview Road.
  2. Vehicles/Event Attendees are directed to exit safely and efficiently.
  3. Vehicles from South Parking Lot, Parking Lot 1, head to exit Gate 2. Exit only westbound onto Northview Road.
  4. See Page 7 of Agreement for map of execution.
- d. WCFA to provide radios for communication w/surveillance mics.
1. City of Waukesha – Joanna Adamicki
  2. City of Waukesha – City Staff, Directed by Joanna Adamicki (x3)
  3. Waukesha County Expo Manager – Teri Adlam
  4. WCFA
- e. WCFA to provide up to twelve (12) parking personnel for parking duties on July 4<sup>th</sup>, 2021.
- f. WCFA to provide golf cart for City of Waukesha – Road Officer
- g. WCFA to secure equipment from Waukesha County Expo Grounds. Equipment Provided by the Waukesha County Expo Grounds to WCFA for use during 4<sup>th</sup> of July Firework's event and/or July 5<sup>th</sup> rain date for City of Waukesha's July 4<sup>th</sup> Fireworks event.
1. Minimum of 40 cones
  2. Minimum of 16 barricades
- h. WCFA to provide equipment for inbound directional facilitation.
- i. WCFA to provide lit equipment for outbound directional facilitation.
4. **The City of Waukesha.** The City of Waukesha takes full responsibility and authority for holding attendees accountable for adhering to any/all rules established and set forth by The City of Waukesha for The City of Waukesha's 4<sup>th</sup> of July event. If attendees must follow any specific protocols regarding spacing or any other rules specific to the event, The City of Waukesha will provide the adequate means to enforce these terms with The City of Waukesha's personnel.
5. **The Fair.** At the WCFA sole responsibility, WCFA agrees to perform all acts necessary to fulfill parking duties on the above mentioned date. WCFA agrees to work the City of Waukesha's July 4<sup>th</sup> Fireworks event in compliance with all applicable laws and regulations and the following specifications:
- a. WCFA and its personnel will provide and carry themselves in a first-class manner in accordance with the prevailing professional, ethical, and business standards, with the utmost

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regard for the safety of all persons, property, the environment and City of Waukesha's goodwill.

- b. Force Majeure, acts of God, or other causes beyond the control either party delaying or causing the cancellation or delay of the City of Waukesha's July 4<sup>th</sup> Fireworks event will not subject WCFA or City to any liability hereunder.
- c. All arrangements and costs for the City of Waukesha's July 4<sup>th</sup> Fireworks event (and any financial loss relating thereto) shall be solely City of Waukesha's responsibility. Except for the amounts payable to WCFA under Paragraph 2 and in any separate agreement, if such has been executed, WCFA shall have no obligation to pay any amounts to City of Waukesha or others as a result of the City of Waukesha's July 4<sup>th</sup> Fireworks event.

6. **WCFA's Promotional Opportunities**

- a. **General.** WCFA and City of Waukesha will consider promotional opportunities for WCFA consistent with the City of Waukesha's July 4<sup>th</sup> Fireworks event image. City of Waukesha shall allow promotional signage and/or material in connection with the upcoming Waukesha County Fair.

7. **City of Waukesha Promotional Opportunities**

- a. **General.** WCFA and City of Waukesha will consider promotional opportunities for City of Waukesha consistent with the WCFA event image. WCFA shall allow space for one promotional sign, provided and put up by City of Waukesha, in location agreement upon by both parties. City of Waukesha allowed to put flyers in the Waukesha County Expo Buildings event stands throughout the run of the 2021 Waukesha County Fair. WCFA will not be held liable for any loss or damage of promotional sign, materials, and/or flyers prior, during, or post WCFA event.

8. **Insurance.** WCFA shall, at its own expense, secure and maintain in full force and effect throughout the City of Waukesha's July 4<sup>th</sup> Fireworks Event at least the following insurance coverage:

- a. **General Liability.** Bodily injury and property damage insurance in the amount of not less than \$1,000,000 combined single limit.
- b. **Workers Compensation.** Statutory workers' compensation insurance governing WCFA employees and volunteers as required by the State of Wisconsin and Employers' Liability Insurance in the amounts of \$100,000/\$500,000/\$100,000 if needed.
- c. At City of Waukesha's request, the WCFA shall provide City of Waukesha with a Certificate of Insurance naming City of Waukesha as an additional insured, evidencing the existence of these insurance policies for the City of Waukesha's July 4<sup>th</sup> Fireworks Event.

9. **Termination.** In the event of any of the following circumstances, either party may terminate the Agreement immediately upon serving written notice of intent to do so:

- a. Any material violation of any federal, state, municipal or local law, regulation, ordinance, ruling or judgment by either party regarding the City of Waukesha's July 4<sup>th</sup> Fireworks Event.

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- b. If there is a default by either party under the provisions of the Agreement and said party shall have failed to completely cure the default within five (5) days after being given written notice by the other party.
10. **General Cancellations by City.** In the event the City of Waukesha chooses to cancel the City of Waukesha's July 4<sup>th</sup> Fireworks Event and it does not take place due to any cause such as weather, City of Waukesha is held responsible to owe a total fee of \$950 to WCFA. This includes the cost of the 4-Passenger Golf Cart Rental Fee of \$450 as well as \$500 for the investment of the WCFA.
11. **Cancellations. Acts of God. War.** In the event the City of Waukesha's July 4<sup>th</sup> Fireworks Event does not take place due to any cause beyond the reasonable control (e.g., acts of war, acts of God, pandemic, or other force majeure type of events) of the parties the WCFA shall have the right to cancel this agreement for the City of Waukesha's July 4<sup>th</sup> Event upon written notice to the City of Waukesha in the occurrence of such an event. In the event of postponement of the City of Waukesha's July 4<sup>th</sup> Fireworks Event all terms and conditions of this Agreement shall continue upon agreement of both parties within the same day (July 4<sup>th</sup>) until the time the postponement has fully completed and both parties are in agreement.
12. **Independent Parties.** The parties hereto agree that nothing in this Agreement is intended to create, nor shall anything herein be constructed or interpreted as creating a partnership, joint venture or any other such mutual relationship between WCFA and City of Waukesha, and both parties understand that, except as otherwise expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.
13. **Prior Agreements.** Upon execution of this agreement, any prior agreement between WCFA and City of Waukesha relating to the City of Waukesha's July 4<sup>th</sup> Event is hereby canceled and considered null and void.
14. **Amendments.** This Agreement may be amended or altered only by a written agreement signed by the parties.
15. **Whole Contract.** This instrument contains the entire agreement of the Parties, it being agreed that there are no verbal or other written agreements pertaining to the subject matter hereof. The laws of the State of Wisconsin shall govern the construction hereof, and the parties agree that the state of Wisconsin shall be the forum for the resolution of any and all disputes arising hereunder.
16. **Captions and Headlines.** All captions and paragraph headings are for convenience and shall not be construed as in any way limiting or altering any of the language contained in this agreement.
17. **Notices.** All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by U.S. mail, to the party intended to receive such notice, request of instruction at such party's address shown in the opening paragraph of this Agreement.
18. **Assignment.** This Agreement shall not be assigned or transferred without the

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written consent of all parties hereto.

19. **Binding Nature of Agreement.** All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties.

20. **Governing Law and Severability.** The laws of the State of Wisconsin shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained. If any provision of this Agreement in any way violates or contravenes the laws of any applicable county, state or municipality, such provisions shall be deemed not to be a part of this Agreement and the remainder of this Agreement shall remain in full force and effect. Invalidity and unenforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto, by their signatures below, hereby agree to the terms and conditions set forth above as of the day and year written below.

By: \_\_\_\_\_  
Mr. Shawn Reilly, Mayor  
City of Waukesha

By: \_\_\_\_\_  
Mr. Aaron Schuett, President  
Waukesha County Fair Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ms. Gina Kozlik, Clerk/Treasurer  
City of Waukesha

By: \_\_\_\_\_  
Ms. Chrissy Gluege, Executive Director  
Waukesha County Fair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ms. Bridget Souffrant, Finance Director  
City of Waukesha

Date: \_\_\_\_\_

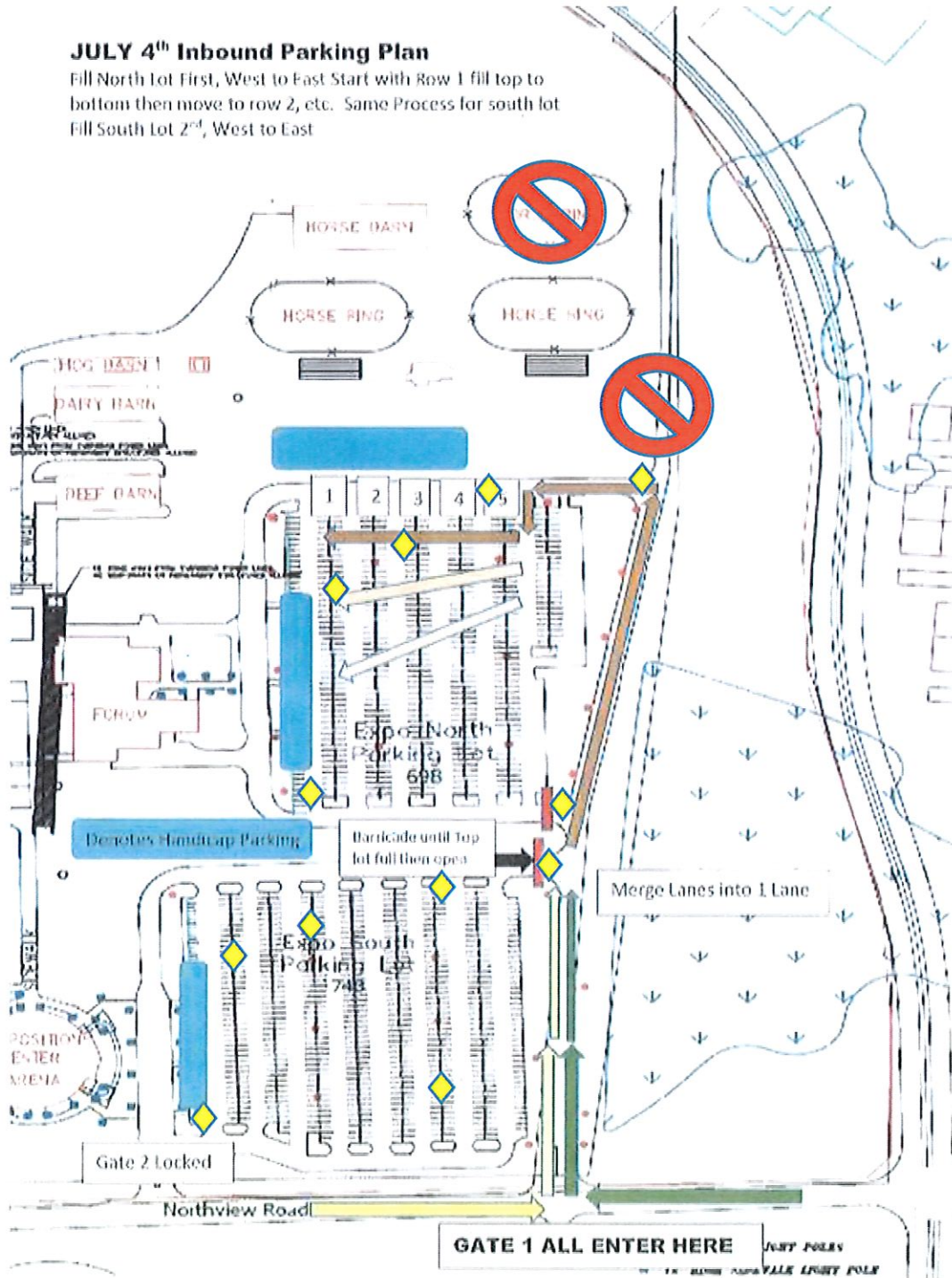
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**Waukesha County Fair – Inbound Parking Plan**

\*Based on 2019's adjustments used for 2021: *Arrival 6/6:30 pm for 7 pm Gate 1 Opening*

- Dedicated Parking Crew – Same Concepts Apply as Previous Years



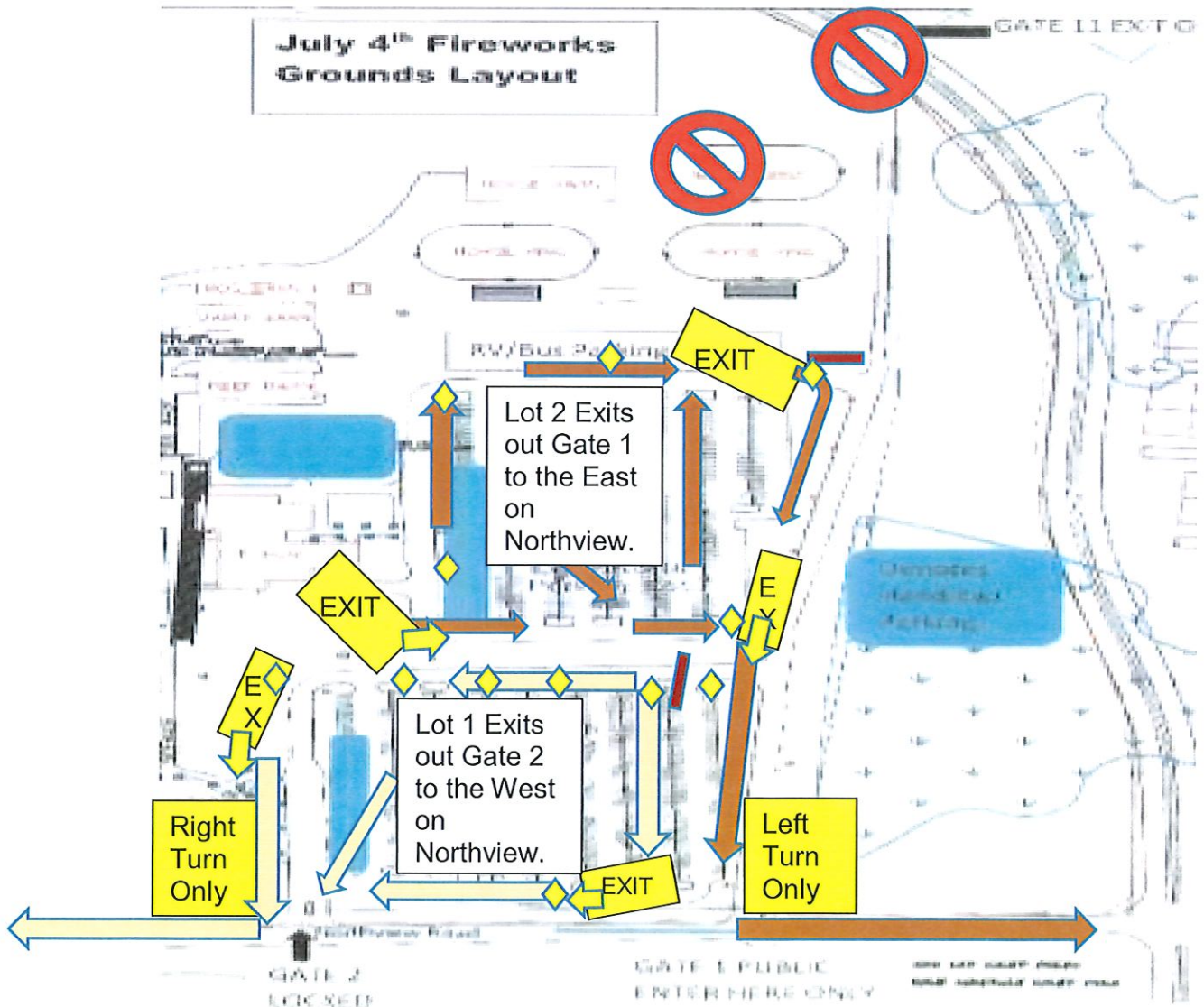
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## Waukesha County Fair – Outbound Parking Plan

\*Based on 2019's adjustments used again for 2021: *Departure 10/10:30-11 pm after Both Lots clear*

- Dedicated Parking Crew – New Concept: Efficiency with inside Crew & Road Officers = Lots to empty within 20-30 minutes.
  - Change over cones, barricades, & personnel location at start of Fireworks (Roughly 9:30 pm)
- Lot 1 (South Lot) exits out Gate 2 (Merge to Single Lane for Exiting) and Turns West onto Northview Road. No east turns.
- Lot 2 (North Lot) exits out Gate 1 (Merge to Single Lane for Exiting) and Turns East onto Northview Road. No west turns.
- Clear Signage for Exiting at Points Listed ( Aid in Efficiency of Operations )
- No need for Gate #11 – Will NOT be exiting Aviation Drive
  - Save on County Vehicle and need for Lighting on the North



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