



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, April 13, 2022
6:15 PM
North Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. March Meeting Minutes
- 3) Vendor, Music, and Sponsor Updates
 - a. FallBack
 - b. WhiskeyBelles
 - c. Orange Whip
- 4) Shuttle and Parking
- 5) Tent and Stage Contract
 1. Area Rental Contract
- 6) Sound and Lighting Contract
 1. Kim Guibord DBA Event Services
- 7) Children's Area
- 8) Discussion Items
 - a. Non-selling vendors
 1. Application Language
- 9) Next Meeting Date and Time
 - A. May 18 at 6:30 P.M.
- 10) Adjourn

Dated: April 13, 2022

/s/ Vanessa Nerbun, Chair

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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FESTIVALS COMMITTEE
Wednesday, March 9, 2022
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Vanessa Nerbun
 Committee Member Jenne Hohn
 Committee Member Lisa Liljegren
 Committee Member Moshe Luchins
 Committee Member Christine McLean
 Committee Member Miranda White
 Vice Chair Kirsten Hildebrand -- **Absent**
 Committee Member Janet Fussell -- **Absent**
 Committee Member Tracy Johnson -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. February Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Committee Member Liljegren

SECONDED BY: Committee Member McLean

AYES: Nerbun, Hohn, Liljegren, Luchins, McLean, White

ABSENT: Hildebrand, Fussell, Johnson

3) Sponsor Updates

Sponsor letters were mailed out after last month's meeting. Olsen's Piggly Wiggly has submitted their sponsorship materials. Committee Member White said the Mom's Club might not have the funds, but might be interested in volunteering instead. Also, it is better to send the letter to them via email in future years.

4) Music Updates

Attachment: Festival Meeting Minutes March 9 2022 (7159 : March Meeting Minutes)

Committee Member Liljegren proposed three new bands for this year: The Fallback for the opening act that is comprised of West Bend and Concordia students. The Whiskey Belles are available this year and they could be the middle act. The Docksidiers, play yacht rock and recently sold-out the Pabst Theater, would be the headliner. The Committee approved \$2,700 for the band budget and for Committee Member Liljegren to move forward with contracts.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Committee Member McLean

SECONDED BY: Committee Member White

AYES: Nerbun, Hohn, Liljegren, Luchins, McLean, White

ABSENT: Hildebrand, Fussell, Johnson

5) Other Updates

Committee Chair Nerbun reported how the meeting with Thiensville went. There was interest on both sides about possibly teaming up on certain events. A future meeting is being explored with the Chamber of Commerce. Three new vendors have submitted applications: Tobin Jewelers, M-T Historical Society, and Garden Art by Dave. Dog Gone Great LLC, a food truck for dogs, expressed interest. There are 3 vacant seats on the Committee that need to be filled, reach out to anyone that might be a good fit.

6) Discussion Items

a. Non-selling Vendors/Community Corner

The Committee discussed allowing vendors that are not selling anything, like non-profits. They would need to bring an activity of entertainment value. Like with the artists, the submitted activity would be juried and pictures & rules would need to be submitted. Committee Member White will research the language and suggested extending the Committee's time to respond. This will be discussed again at the next meeting.

7) Next Meeting Date and Time

A. April 20 at 6:30 P.M.

The next meeting was moved to April 13 at 6:15 P.M.

8) Adjourn

Committee Member Liljegren moved to adjourn at 7:38 P.M. Committee Member Hohn seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

AGREEMENT

This Agreement is made between The Taste of Mequon –City of Mequon ("Customer") and the musical group, FallBack Band, LLC ("Band").

1. The following person is the authorized contact person for Customer. This is the person with whom the Band will communicate regarding the event.

Name: Carrie Enea
Executive Assistant
Address: Mequon City Hall
11333 NCedarburg Rd
Mequon, WI 53092
Phone: (262) 236-2941
Email: cenea@ci.mequon.wi.us

The following person is the authorized contact person for the Band. This is the person with whom the Customer will communicate regarding the event.

Name: Tim Prasch
Address: 1330 N. Glenwood Circle
West Bend, WI 53090
Mobile: 414-659-1069
Email: fallbackrocks@gmail.com

2. Customer agrees to retain the Band to perform musical entertainment ("Services") on Saturday, September 10, 2022 from the approximate hours of 12:30 PM to 2:30 PM at The Taste of Mequon in Mequon, WI ("the Event").
3. The cost for the Band's Services for the above Event is \$500 ("Service Fee") to support the event's get.
4. In order to reserve the Band for the Event, Customer has signed this contract agrees to pay the \$500 Service Fee to the Band by check made out to _____ at the conclusion of the event.
5. Customer (through the Event) will be providing a safe performance area and a Sound Company. The Sound Company will be providing a PA system adequate to amplify the band in the performance area and stage lighting. The Band will be provided with a performance area for the exclusive use of the band while performing that is a minimum of 16' wide by 12' deep.
6. Customer will allow the Band access to the performance area with adequate time to setup and sound check on the day of the event.

Attachment: Band Agreement for FallBack (7220 : FallBack)

7. The Customer shall provide the band with access to complimentary, chilled bottled water at the event.
8. The Band will arrange all musical equipment and will be responsible for set up and take down of all equipment.
9. Cancellation –if the Event is canceled through no fault of the Band at anytime prior to 168 hours (one week) before the Event, Customer's obligation to the Band is \$0.00.

If the Event is cancelled through no fault of the Band at anytime from 168 hours until 24 hours before the Event, Customer is obligated to pay the Band one half of the Service Fee (the Service Fee divided in half).

If the Event is cancelled through no fault of the Band at anytime from 24 hours before the Event until prior to the conclusion of the Event, Customer is obligated to pay the Band the full Service Fee.

Examples of occurrences that are not the fault of the Band include but are not limited to: inclement weather, faulty electricity, failure of Customer to obtain or to be granted any permits or approvals by local authorities, noise complaints, an unsafe performance area, and unruly Event participants.

If the Band fails to perform for the Event due to circumstances solely within the control of the Band and through no fault of the Customer, the Band's liability to the Customer is limited to the forfeit of the Service Fee.

X _____
Customer Service Representative

X _____
Band

Date: _____

Date: _____

AGREEMENT

This Agreement is made between The Taste of Mequon – City of Mequon ("Customer") and the musical group, WhiskeyBelles Band, LLC ("Band").

1. The following person is the authorized contact person for Customer. This is the person with whom the Band will communicate regarding the event.

Name: Carrie Enea
Executive Assistant
Address: Mequon City Hall
11333 NCedarburg Rd
Mequon, WI 53092
Phone: (262) 236-2941
Email: cenea@ci.mequon.wi.us

The following person is the authorized contact person for the Band. This is the person with whom the Customer will communicate regarding the event.

Name: Sara Moilanen
Address: _____

Mobile: 414-367-9847
Email: sara@whiskeybelles.com

2. Customer agrees to retain the Band to perform musical entertainment ("Services") on Saturday, September 10, 2022 from the approximate hours of 3:00 PM to 5:00 PM at The Taste of Mequon in Mequon, WI ("the Event").
3. The cost for the Band's Services for the above Event is \$1,000 ("Service Fee") to support the event and get.
4. In order to reserve the Band for the Event, Customer has signed this contract agrees to pay the \$1,000 Service Fee to the Band by check made out to _____ at the conclusion of the event.
5. Customer (through the Event) will be providing a safe performance area and a Sound Company. The Sound Company will be providing a PA system adequate to amplify the band in the performance area and stage lighting. The Band will be provided with a performance area for the exclusive use of the band while performing that is a minimum of 16' wide by 12' deep.
6. Customer will allow the Band access to the performance area with adequate time to setup and sound check on the day of the event.

Attachment: Band Agreement for WhiskeyBelles (7219 : WhiskeyBelles)

7. The Customer shall provide the band with access to complimentary, chilled bottled water at the event.
8. The Band will arrange all musical equipment and will be responsible for set up and take down of all equipment.
9. Cancellation –if the Event is canceled through no fault of the Band at anytime prior to 168 hours (one week) before the Event, Customer's obligation to the Band is \$0.00.

If the Event is cancelled through no fault of the Band at anytime from 168 hours until 24 hours before the Event, Customer is obligated to pay the Band one half of the Service Fee (the Service Fee divided in half).

If the Event is cancelled through no fault of the Band at anytime from 24 hours before the Event until prior to the conclusion of the Event, Customer is obligated to pay the Band the full Service Fee.

Examples of occurrences that are not the fault of the Band include but are not limited to: inclement weather, faulty electricity, failure of Customer to obtain or to be granted any permits or approvals by local authorities, noise complaints, an unsafe performance area, and unruly Event participants.

If the Band fails to perform for the Event due to circumstances solely within the control of the Band and through no fault of the Customer, the Band's liability to the Customer is limited to the forfeit of the Service Fee.

X _____
Customer Service Representative

X _____
Band

Date: _____

Date: _____

AGREEMENT

This Agreement is made between The Taste of Mequon – City of Mequon ("Customer") and the musical group, Orange Whip Band, LLC ("Band").

1. The following person is the authorized contact person for Customer. This is the person with whom the Band will communicate regarding the event.

Name: Carrie Enea
Executive Assistant
Address: Mequon City Hall
11333 NCedarburg Rd
Mequon, WI 53092
Phone: (262) 236-2941
Email: cenea@ci.mequon.wi.us

The following person is the authorized contact person for the Band. This is the person with whom the Customer will communicate regarding the event.

Name: Brian Bruendl
Address: _____

Mobile: _____
Email: brianbruendl@gmail.com

2. Customer agrees to retain the Band to perform musical entertainment ("Services") on Saturday, September 10, 2022 from the approximate hours of 6:00 PM to 9:00 PM at The Taste of Mequon in Mequon, WI ("the Event").
3. The cost for the Band's Services for the above Event is \$2,000 ("Service Fee") to support the event's budget.
4. In order to reserve the Band for the Event, Customer has signed this contract agrees to pay the \$2,000 Service Fee to the Band by check made out to _____ at the conclusion of the event.
5. Customer (through the Event) will be providing a safe performance area and a Sound Company. The Sound Company will be providing a PA system adequate to amplify the band in the performance area and stage lighting. The Band will be provided with a performance area for the exclusive use of the band while performing that is a minimum of 16' wide by 12' deep.
6. Customer will allow the Band access to the performance area with adequate time to setup and sound check on the day of the event.

Attachment: Band Agreement for Orange Whip (7221 : Orange Whip)

7. The Customer shall provide the band with access to complimentary, chilled bottled water at the event.
8. The Band will arrange all musical equipment and will be responsible for set up and take down of all equipment.
9. Cancellation –if the Event is canceled through no fault of the Band at anytime prior to 168 hours (one week) before the Event, Customer's obligation to the Band is \$0.00.

If the Event is cancelled through no fault of the Band at anytime from 168 hours until 24 hours before the Event, Customer is obligated to pay the Band one half of the Service Fee (the Service Fee divided in half).

If the Event is cancelled through no fault of the Band at anytime from 24 hours before the Event until prior to the conclusion of the Event, Customer is obligated to pay the Band the full Service Fee.

Examples of occurrences that are not the fault of the Band include but are not limited to: inclement weather, faulty electricity, failure of Customer to obtain or to be granted any permits or approvals by local authorities, noise complaints, an unsafe performance area, and unruly Event participants.

If the Band fails to perform for the Event due to circumstances solely within the control of the Band and through no fault of the Customer, the Band's liability to the Customer is limited to the forfeit of the Service Fee.

X _____
Customer Service Representative

X _____
Band

Date: _____

Date: _____

17000 W Cleveland Ave.
New Berlin, WI 53151
(262)827-1444
(262)827-4924 (Fax)



3586 Hillside Dr.
Delafield, WI 53018
(262) 646-4444

Status: Quote

Quote #: q12769-1

Event Beg: Sat 9/10/2022 9:00AM

Event End: Sat 9/10/2022 5:00PM

Operator: Amy Russell

Customer #: 5072

CITY OF MEQUON

Phone 262-242-3100

11333 N CEDARBURG RD
MEQUON, WI 53092

Delivery Thu 9/ 8/2022 9:00AM

AMY 414-807-3076
11333 N CEDARBURG RD
MEQUON, WI 53092

Pickup Mon 9/12/2022 8:00AM - 5:00PM

AMY 414-807-3076
11333 N CEDARBURG RD
MEQUON, WI 53092

- 1) DEL THU ANYTIME
2) CALL WHEN ON THE WAY

- 1) PICK UP MON ANYTIME

- 1) 25% NON REFUNDABLE DEPOSIT REQUIRED TO RESERVE, REMAINING BALANCE DUE 30 DAY PRIOR TO INSTALL
2) EVENT TASTE OF MEQUON
3) GRASS, OK TO STAKE
4) CUSTOMER RESPONSIBLE TO CALL DIGGERS HOTLINE 10 DAYS PRIOR TO INSTALL AT 800-242-8511

Qty	Key	Items		Event End Date	
TENT					
1	126-0152	20X30WCT FRAME TENT	Rental	Sat 9/10/2022 5:00PM	
1	126-8400-1	*20X30WCT TOP	Rental	Sat 9/10/2022 5:00PM	
6	127-0452-1	*STAKES REGULAR	Rental	Sat 9/10/2022 5:00PM	
STAGE					
28	096-0050-1	STAGE,4'X4'SECTIONS UP TO 32" TALL	Rental	Sat 9/10/2022 5:00PM	
		16' X 28' @ 16" (NO STEPS)			
28	096-0500-1	.STAGE,4'X4'SECTIONS	Rental	Sat 9/10/2022 5:00PM	
1	MS	Delivery/Pickup	Retail		

Quote valid for 10 days.**Quote**

I have read all pages associated with this contract.

Area Rental has 5 Business Days to accept or decline the contract after submission of the signed contract based on equipment and staffing availability.

DAMAGE WAIVER
10% of Rental Charge
initial

Accepted _____ Declined _____

Signature: _____

CITY OF MEQUON

Rental: \$1,607.

Sales: \$200.

Subtotal: \$1,807.

Total: \$1,807.

Paid: \$0.

Amount Due: \$1,807.00

Attachment: Area Rental Contract q12769 (7160 : Area Rental Contract)

1. Lessee understands and agrees that said equipment remains the property of Lessor and that failure of the Lessee to return said equipment to Lessor within the time provided may constitute a crime and subject the Lessee to prosecution, therefore, unless such failure is occasioned through Lessee's required compliance with military orders. Equipment must not be taken more than 150 miles from origin without Lessee approval.
 2. Lessee agrees to pay Lessor for any loss of or damage to said equipment while in his custody or other expenses resulting from Lessee's use of said equipment. Lessee agrees to pay full rental fee of said equipment until payment for such repairs or replacements have been made. Area Rental. If Lessee accepts damage waiver, Lessee is not responsible for damage to equipment not caused through Lessee neglect up to a maximum limit of \$5,000, the Lessee would be responsible for all damages over and above the \$5,000. The Lessee is fully responsible for following regardless if the damage waiver was accepted or declined: damage to tires, cost of cleaning and reconditioning necessary resulting from use in painting, sandblasting or similar use of equipment, cost of repair or replacement from negligent use from misuse or abuse of equipment or unnecessary exposure to the elements, or use for purposes for which the equipment was not designed, or for loading beyond capacity. Tractors, loaders and skid steer loaders are not to be used for the purpose of demolition.
 3. Lessee authorizes Lessor to bill Lessee's credit card for all charges and expenses incurred pursuant to said contract.
 4. Lessee agrees to indemnify and save harmless the Lessor from claims: loss and damage, including costs and attorney's fees arising from occasioned by the operation, use or presence of the leased equipment or any act or default of Lessee, his agents or servant. Lessee assumes all risks, liabilities and costs for all injuries to or death of any person or persons and damage to the property of anyone arising or occasioned by the operation, use or presence of the leased equipment. Lessee shall reimburse Lessor for all attorney fees, court costs and expenses incurred by Lessor to enforce collection to preserve and enforce Lessor's rights under this contract.
 5. Lessee shall assume all liability for any and all damage to personal property from any cause whatsoever while being transported in a trailer and/or equipment including damage caused by water or theft.
 6. For the purpose of enforcing Lessor's ownership of said equipment and to protect Lessor's rights under the contract, Lessee agrees Lessor may retake possession of equipment at any time and for such purpose to enter upon the premises of Lessee. Lessee hereby waives any right of action against Lessor by reason of such retaking or entry.
- Lessee acknowledges that he has examined said equipment and/or trailer, together with any coupling mechanism and that said equipment and/or trailer and coupling mechanism are in good condition and that said trailer and/or equipment is securely connected to Lessee's automobile. Lessee agrees to assume all liability for any damages to the towing vehicle arising out of the use of said trailer and/or equipment. Lessee agrees to periodically inspect said equipment and/or trailer and coupling mechanism and to maintain the same in a safe, dependable and secure condition while in his custody. Lessee is fully responsible for the suitability of the towing vehicle and hitch assembly's ability to transport the weight of the trailer and load. Regardless of the party at fault, Lessee understands and agrees to be responsible for damage to said trailer or equipment resulting from collision or other accident.
7. Lessee agrees that in the event any of the Property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly notify Lessor. Lessee accepts responsibility for evacuating any tent when wind or gust exceeds 25 MPH or when other unsafe conditions arise. Lessor is not responsible for any damage caused by tents falling regardless of the cause. Grounds must be suitable for the use of installation equipment, Lessor is not responsible for grass, grounds or asphalt damage.
 8. Reservations canceled or significantly altered less than 72 hours before the Property is to be delivered or picked up by Lessee are subject to a cancellation fee equal to the full contract cost. All other reservation cancellations are subject to a cancellation fee of 1/3 of the contract cost. Counts may be reduced by up to 15 percent of the dollar amount of the contract without penalty a minimum of 72 hours before the Property is to be delivered or picked up. Deliveries are tail gate to tail gate. A \$15 per man per 15 minutes is assessed on delays of pick ups or deliveries.
 9. Lessee assumes full responsibility for any additional expenses incurred by Reason of Breakdown of said equipment. Lessee must pay for gas used. Sales tax is added to all rentals. Lessee pays for time out, not time used. There are minimum charges on Lessor's equipment regardless if Lessee used up all of that time. In case of equipment breakdown, it is Lessee's responsibility to return equipment for service or replacement. Time adjustments may be made, however, Lessee is still responsible for rental fees. Any equipment kept overnight is charged on a daily basis. Any rental credits must be used within a 3 week period of the original rental contract. Lessee will be charged for service calls due to Lessee error.
 10. This contract represents the entire agreement between the parties hereto and there are no collateral, oral or other agreements or understandings. Inquiry proposals are null and void if not accepted within 15 days.



ESTIMATE

6.1.a

Kim Guibord DBA Event Service
3987 S. 83rd Street
Greenfield, Wisconsin 53221
United States

Phone: 414-588-6144
Mobile: 414-588-6144
www.eventservices414.com

BILL TO
Taste of Mequon
Carrie Enea

262-236-2941
cenea@ci.mequon.wi.us

Estimate Number: 102

P.O./S.O. Number: T.O.M.22

Estimate Date: March 21, 2022

Expires On: March 28, 2022

Grand Total (USD): \$1,325.00

Items	Quantity	Price	Amount
SP1 Sound & lighting system for Taste of Mequon (Band stage in front of City Hall)	1	\$825.00	\$825.00
DJ1 DJ Services for Childrens area. 12 noon till 6pm	1	\$500.00	\$500.00
Total:			\$1,325.00
Grand Total (USD):			\$1,325.00

Notes / Terms

Greetings Carrie:
Here is your quote.
If everything looks good to you I will send out an invoice.
Thank you again.

Attachment: Sound and Lighting Estimate_102_2022-03-28 (7170 : Kim Guibord DBA Event Services)

LIST ITEMS YOU WILL BE SELLING OR ACTIVITY YOU WILL HAVE

PLEASE NOTE MEQUON FESTIVALS BUSINESS POLICY: Businesses/non-profit organizations that do not sell, provide festival-related goods/services, or an approved children's activity are required to pay \$200 toward the Committee's cost of a children's entertainer. Said entertainer shall share your tent, with the express purposes of promoting your business/organization and providing interactive entertainment for the festival.

ELECTRICAL OUTLETS REQUIRED: (✓ required number of outlets)

In an effort to best accommodate the needs of all our vendors it would be helpful for you to indicate the number of outlets necessary to run your operation. All outlets are 20 amps.

A maximum of three outlets will be available per vendor. Please select (✓) the number of outlets you will require below.

1 outlet	
2 outlets	
3 outlets	

Electricity is not available within the library parking lot and only in certain areas along Cedarburg Road.

APPLICATION CHECKLIST

Please review the list below to ensure you have all of the required information before submitting the application. (✓)

- _____ Completed application
- _____ Check for space fee (payable to City of Mequon)
- _____ Completed S-240 Wisconsin Temporary Event Operator and Seller Information
- _____ Completed Release and Hold Harmless for Vendor Form