

REQUEST FOR PROPOSALS

DESCRIPTION: The County of Door is requesting sealed proposals from an individual or entity for a contract to promote and operate stock car races at John Miles County Park in Sturgeon Bay, Wisconsin.

REQUEST FOR PROPOSAL/INSTRUCTIONS: For full particulars and description of the requested service and instructions may be obtained from:
Door County Facilities & Parks Dept., 421 Nebraska St, Sturgeon Bay, Wisconsin, 54235. Phone (920) 746-9959 or online at <https://www.co.door.wi.gov/bids.aspx>

Proposals must conform to the requirements of the request for proposal and instructions.

Sealed proposals must be submitted to and received by the Door County Facilities & Parks Office by 2:00 p.m. on October 4, 2023 and will be opened publicly at 2:15 p.m.

Proposals will be considered for award at the Door County Highway & Facilities Committee meeting on October 11, 2023 at 9:00 a.m. at the Door County Government Center, Chambers Room (C102), 421 Nebraska St., Sturgeon Bay, Wisconsin 54235.

DOOR COUNTY FACILITIES & PARKS
JOHN MILES PARK RACETRACK
STOCK CAR RACE PROPOSAL

CONTACT INFORMATION

Name of Group _____

Address _____

City, State, Zip _____

Phone Number _____

Name of Authorized Agent _____

Title of Authorized Agent _____

Signature of Authorized Agent _____

The above named organization/agent makes the following proposal to Door County to promote a program of automobile racing on the racetrack at John Miles County Park in Sturgeon Bay, Wisconsin

PROPOSED SCHEDULE

Length of Agreement _____

Number of Races Proposed _____

Race Season

Start Date _____

End Date _____

PROPOSED FEES

Base Track Rental Payment (per race)* \$ _____

Grandstand Concession Rent (flat fee per race)* \$ _____

TOTAL BASE RENTAL PER RACE \$ _____

Plus

Grandstand Replacement Surcharge (per ticket sold) \$ _____

or

(per event lump sum) \$ _____

Additional Fees or Charges \$ _____

PROPOSAL QUALIFICATION FORM

All persons who wish to promote a weekly program of automobile racing at John Miles County Park, Sturgeon Bay, Wisconsin during 2024 must complete this Qualification Form and submit it to the Door County Facilities & Parks Office along with the attached forms and any other proposal information.

The Door County Highway and Facilities Committee will consider no proposal unless a completed qualification form is included.

The information contained herein will be treated as confidential, unless proposing organization and its principle parties authorize such release.

1. Form of business organization. Circle all that apply.

Domestic Corporation
Foreign Corporation
Partnership
Sole Proprietor

2. Date and state of incorporation (if it applies)

3. **ATTACH** a list of the key personnel employed by the organization and their areas of expertise.

4. Primary activity of the organization:

5. Number of years engaged in primary activity:

6. Number of years involved in racing promotions (if different from #5):

7. List tracks or venues and dates of automobile races previously promoted by the organization or experience that gives assurance that you or your organization can provide:

8. Provide reasons why you and your organization are qualified to perform this type of work.

9. List all insurance owned by the organization, the name of the insurer and the policy limits (include Workers Compensation, Liability, etc. *Selected promoter will be required to name Door County as an additional insured on any policies and to have a minimum of \$2,000,000 in coverage.*

Insurer

Policy Limit

Completed Products Liability _____

Liquor Liability Endorsement _____

Participant Coverage _____

Worker's Compensation _____

Other Insurance _____

10. What is the name of your bonding company?



11. *As a condition of any contract, selected promoter may be required to provide a performance bond to insure Door County against any loss as a result of promoter's failure to promote a full program of stock car races at the John Miles Park in 2024. A similar performance bond may be required annually under the agreement.*

12. Have you or your organization ever failed to complete a contract?

- Yes No

13. If so, please explain:

14. **ATTACH** a list of all equipment owned by the organization, including public address systems, stadium lighting equipment, vehicles and anything else that might pertain to this proposal:

14. **ATTACH** a complete financial statement prepared not more than six months prior to the date of the proposal.

15. Will you be able to offer state or national sanctioning of races for any class of race cars?

- Yes No

16. Is there any additional information you would like the county to consider?

LEASE AGREEMENT FOR JOHN MILES COUNTY PARK RACETRACK 2024 SEASON

This Agreement is entered into this ___ day of _____, 2023, by and between Door County, a Wisconsin Municipal Corporation, of the State of Wisconsin acting through Door County Highway and Facilities Committee, hereinafter referred to as the "LESSOR", and _____ hereinafter referred to as the "LESSEE".

The purpose of this Agreement is to permit the Lessee to promote and conduct automobile races upon county property, otherwise known as the John Miles County Park during the term of this Agreement.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

PARAGRAPH ONE: Lease Premises. The Lessor hereby agrees to grant to the Lessee a non-exclusive lease to the clay racetrack and appurtenant facilities including grandstand, restroom facilities, and parking lots, all located at the John Miles County Park upon the terms and conditions and for the period set forth hereafter. The Lessor agrees not to allow any other race event on the clay track during the term of this lease as long as the Lessee continues to produce race events within the terms of this agreement.

PARAGRAPH TWO: Rental. The Lessee shall pay (hereinafter "Event Rental Payment") to the Lessor. \$_____ per night for each night upon which automobile racing is conducted at the John Miles County Park during the 2024 season. If races are cancelled prior to the 1st race on any particular night, payment for that night will be credited to the next scheduled night.

The rental payments shall be due and payable in advance. Payments must be received in the Office of the Door County Facilities & Parks Department no later than 11:00 a.m. the Friday before the date upon which a racing event is scheduled to be conducted. Late payments will be assessed a \$25.00 fee. Events may not be held before payment is received. Lessor will provide electricity and other utilities for operation of the premises. Lessee is responsible for turning on and off all lighting and is encouraged to minimize its use.

PARAGRAPH THREE: Track Repair, Mowing and Grading. After the commencement of this Agreement, the Lessee shall make any repairs to the track, fences or guardrails that may be required by the Lessee's insurer. The Lessee shall install, at his own expense, any additional fences or guardrails that may be required by the Lessee's insurer. Any such posts or guardrails or other fence material installed by the Lessee on the premises for stock car racing purposes shall become the property of the Lessor upon such installation and the Lessee shall not have any right to remove such materials upon termination of this Agreement or any renewal thereof. Alterations to the track surface and configuration of guardrails or entrances must have prior approval of the Lessor. Lessee shall be responsible for the maintenance of the lighting systems required to manage race activities.

The Lessee shall be responsible for repairing all damage to fences and guardrails caused by the racing events. The Lessee shall make any repairs needed and to bring the track into proper condition before the beginning of each racing season. The Lessee shall also be responsible for all track preparation including but not limited to weekly grading, watering, and repairs to the track. Lessor will set aside a portion of each race event rental payment to a designated account to be used for track, grandstand, infrastructure area maintenance and repairs or for other expenses caused by racing events at the discretion of the Lessor.

If the Lessee terminates this Agreement for any reason, the Lessee shall provide receipts for all improvements to the Door County Highway & Facilities Committee. Upon termination of the lease, the capital improvements become property of the Lessor.

PARAGRAPH FOUR: Cleaning. The Lessee agrees that after each racing event, Lessee will arrange to have all areas of the Park used during a racing event cleaned of all waste and refuse. This shall include, but not be limited to, all restroom areas, which were open to the public during the racing events, parking lots, roads, midway, grandstand (including but not limited to the sound booth and area under grandstand), track, pit and infield areas.

Lessee shall also be responsible for refuse disposal after cleaning. Garbage cans are to be emptied after each event. Trash, rocks, car parts, etc, must be picked up and disposed of properly. Nothing may be placed in bumper tires, on grass or behind fences. Cleaning must be completed within 14 hours of the event. Any cleanup not completed by lessee after 14 hours will be done by Lessor and charged to Lessee at \$50.00 per hour per person. Waste oil is to be contained in closed barrels and barrels are to be stored in a secondary containment basin and to be removed when full and at the end of the season. No other methods of storage of waste oil are allowed. Lessee is to purchase containment bin. All junk batteries, tires, vehicles, waste oil, misc. car parts and other refuse items are to be removed from county property at the end of the racing season. Items not removed within 14 days of the close of the season will be removed by the lessor at the Lessee expense.

PARAGRAPH FIVE: Maintenance. The Lessee agrees to provide, at his own cost, maintenance service around the track area. It is stipulated by the parties that the performance by the Lessee of his obligation with respect to the maintenance shall be to the satisfaction of the Lessor. Any damage to the premises occurring when the same is not in use by the Lessee shall not be the responsibility of the Lessee, it being agreed, however, that the Lessee shall be responsible to repair any damage to the premises which occurs during the times when the Lessee is in control of the premises either for actual racing events, for preparation, or for clean up. In the event the Lessor provides for the Lessee any materials or tools or other supplies used in connection with the purposes of this Agreement or Lessee's obligations hereunder, the Lessor shall bill such expense to the Lessee who shall immediately pay the same. Lessee shall be permitted to go on the track for preparation for a race or for clean up or repair after the race, any time no other event is taking place on the track.

The Lessee shall ensure that all vehicles, including but not limited to racecars, wreckers, track maintenance vehicles, and spectator vehicles shall be kept off of the infield area of the racetrack including the blacktop go-kart track, except for the area commonly known as the winners circle. The Lessee shall continue to monitor safety and remove all dropped clay outside the fenced pit/racetrack area after each racing event.

PARAGRAPH SIX: Concessions. The Lessee shall have concession privileges for all Lessee's events, including the right to sell food and beverages. In addition, Lessee can maintain "mobile" concession stands located at reasonable places on the grounds. It is agreed that the Lessee shall be permitted to sell food and non-alcoholic soft drinks in the track pit area, however, the food and soft drinks shall not be prepared in the pit area for sale. Lessee shall be permitted to sell beer in the grandstand area, provided the type of containers used in such sale are acceptable to the Director of the Facilities & Parks Department or their designee.

PARAGRAPH SEVEN: Deposit. A deposit of \$1,000.00 shall be provided to Door County at the commencement of this Agreement to be retained for the length of the Agreement. The deposit may be used by the Lessor to guarantee compliance with Paragraphs Four and Five herein.

PARAGRAPH EIGHT: Security. The Lessee agrees to provide such security personnel as shall be necessary to insure that peace and orderly conduct are maintained during racing events, and further, to provide ambulance and emergency medical services as may be reasonably necessary to safeguard participants and spectators. It is the Lessee's responsibility to ensure that all facilities are secure and locked after each event.

PARAGRAPH NINE: Insurance. During the full term of this Agreement, Lessee shall, at its sole cost and expense, maintain a policy or policies of insurance, in a form and from providers acceptable to Lessor, as follows:

Comprehensive general liability with coverage written on an occurrence basis with limits not less than:

- a. \$1,000,000.00 for personal injury or death arising out of any one occurrence; and
- b. \$500,000.00 for property damage arising out of any one occurrence, and
- c. Workers' Compensation as required by the State of Wisconsin.

Said insurance shall cover all risks incident to any activity of Lessee at the John Miles Park or racetrack. Each insurance policy shall name the Lessor as an additional insured. Each insurance policy must contain a clause or endorsement to the effect that such may not be terminated or amended during the term of this Agreement except after five (5) days written notice to Lessor. Lessee shall furnish Lessor copies of all insurance policies, with evidence of payment of premiums. Lessee shall not commence exercising its rights under this Agreement until and unless all insurance under this paragraph is in full force and effect.

PARAGRAPH TEN: Hold Harmless Clause. The Lessee shall indemnify and hold harmless the Lessor against any and all claims, demands, causes of action, suits or judgments including expenses incurred in connection therewith for death or injuries to persons, or for loss of or damage to property, arising out of or in connection with the use and occupancy of the leased premises by the Lessee, his agents, employees, invitees or others under the Lessee's control. The Lessor shall not be responsible for any damage, injury or death arising from any act or omission in connection with the operation, management, or maintenance of any equipment of facility on the leased premises by the Lessee, his agents, employees, invitees or others under the Lessee's control.

The Lessee shall assume all such liability and indemnify the Lessor against any liability arising therefrom. Should an action be commenced in which the Lessor is made a party defendant due to the acts of the Lessee, his employees, agents, invitees or others under his control, Lessee shall pay, upon demand, Lessor's legal fees and any damage or other awards resulting from such action. Lessee shall, at all times, indemnify the Lessor against any judgments resulting as aforesaid.

Lessee shall be solely responsible for and shall take the actions necessary to eliminate the harmful effects from the Lessee's or Lessee's officers, agents, employees, contractors, subcontractors or licensees discharge, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any hazardous substance at the leased premises.

PARAGRAPH ELEVEN: Subleasing. Any subleasing of the rights conveyed hereunder by the Lessee is strictly prohibited. Lessee is permitted, however, to sublease to food concessions to other concessionaires and community organizations. All concessions to be sublet or signs to be erected must have the approval of the Director of the Door County Facilities & Parks Department, prior to the concession being let or signs erected. It is understood, however, that the Lessee may keep two 4' x 8' signs in place for the racing season explaining and advertising race information.

PARAGRAPH TWELVE: Termination. If the Lessee shall fail to perform or observe any of the obligations under this Agreement, the Lessor must give written objection to the Lessee regarding material non-compliance with the Agreement and Lessee shall have ten (10) days to cure the material non-compliance. If at the end of ten (10) days, material non-compliance is not corrected, Lessor may terminate this Agreement and all obligations of Lessee shall become immediately due and payable.

PARAGRAPH THIRTEEN: Term. ONE (1) YEAR This Agreement is renewable by mutual written agreement of the parties as a two-year lease. Each of the Parties shall notify the other of their intention to renew or not renew at least thirty (30) days prior to the start of the new lease term. Each new lease term begins on October 1st of each year. Therefore, each party must notify the other of their intention to renew by at least September 1st of any year.

The parties agree that the track opens April 1st for repairs. A racing season for each year is defined to be from the last Saturday in April to the last Sunday in September.

PARAGRAPH FOURTEEN: Dates. The Agreement provides for the use by the Lessee of the leased premises on _____ evenings during each racing season with the exception of that period during which the Door County Fair is in progress each year. One practice session, within the two weeks preceding the start of the regular racing season, may be scheduled without additional rental payment. The parties may, by letter of understanding, agree to additional dates within each year of the Agreement for Lessee to produce related shows and events. The Lessor may reject any day and any event proposed by the Lessee.

PARAGRAPH FIFTEEN: Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto superseding all prior oral or written representations, understandings, covenants and agreements on the subject hereof. The Agreement excludes the week each year that the Door County Fair Association has authority over the park; however, the Lessee is free to negotiate with the Door County Fair Association for operation of any events and concession during that time upon terms which are mutually agreeable to both parties.

PARAGRAPH SIXTEEN: Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event that any provision hereof shall be determined to be

invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions hereof which shall be severable.

PARAGRAPH SEVENTEEN: Responsible parties. In negotiating any amendments, modifications, settlements, or renewal of this contract, the responsible parties to conduct such negotiations are Door County Airport & Parks Committee for the Lessor and the President of the Corporate Lessee.

PARAGRAPH EIGHTEEN: Curfew. The Lessee agrees that there shall be no running of an organized racing event or excessive noise from racing vehicles on the leased premises later than 10:00 p.m. The Lessee agrees not to have noise levels higher than ninety (90) decibels at any race event. Lessor shall have the right to measure the decibel level at any time. If there is a legitimate substantive complaint of the noise level being over ninety (90) decibels at a race event, the Lessor must give Lessee notice of the decibel level being over ninety (90) decibels and the Lessee must correct the noise condition by the next race event. It is understood that if the decibel levels over ninety (90) are not corrected by the next race event, the Lessor may avail itself of termination provisions as found in Paragraph Twelve of this Agreement.

It is agreed that by 11:30 p.m. of the night of the racing events, the Lessee shall:

1. Have the race track lights off; and
2. All race participants and spectators shall have exited from the premises.
3. This Agreement is subject to any regulation or ordinances imposed by the City of Sturgeon Bay.

PARAGRAPH NINETEEN: Miscellaneous.

1. Lessee acknowledges that it will be responsible for obtaining all necessary beer licenses.

IN WITNESSE WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:
DOOR COUNTY, A WISCONSIN MUNICIPAL CORPORATION

Accepted and agreed this _____ day of _____, 2023

By: _____
Roy Englebert, Door County Highway & Facilities Committee Chair

Accepted and agreed this _____ day of _____, 2023

By: _____
Wayne Spritka, Door County Facilities & Parks Director

LESSEE:

Accepted and agreed this _____ day of _____, 2023

By: _____