

Lincoln County Facilities Usage Policy

Adopted by Public Property Committee 5/21/09 – Updated January 25, 2012

PURPOSE:

County facilities are public property and the space within them should be made available for reasonable governmental and public use. **This policy is intended to regulate the use of the following County facilities: Lincoln County Service Center, and the Lincoln County Courthouse.** Lincoln County does not allow the outside use of the Health and Human Services Building, Highway Department shops (Merrill & Tomahawk), Forestry Shop, the Safety Building/Jail, and the Developmental Disabilities Centers (Merrill & Tomahawk) other than the official business and operations of the respective departments. The use of park facilities will be governed by the policies, procedures, and ordinances developed by the County Forestry Committee. The use of the County Fairgrounds will be controlled by a separate policy. This policy shall not apply to County facilities rented or leased to third parties.

PERMISSIBLE USAGE:

The Lincoln County Service Center and Courthouse will only be used for the following purposes:

- All events must have approval of a Lincoln County Department and/or an oversight committee of Lincoln County. Department Heads shall have the authority to approve the use if the use is in keeping with the functions of the department. All other uses should be forwarded either to the department's oversight committee or the Public Property Committee.
- Meetings and/or events by another governmental entity that occurs during normal business hours depending on availability. Meetings by outside entities will require a fee of \$50 per half day (up to 4 hours) or \$100 per full day, per room.

SCHEDULING:

To reserve space in a County facility listed in this policy, the user entity shall contact the County Clerk's Office.

PRIORITIZATION:

Priority shall be given to the following entities and activities as follows, from highest to lowest priority:

1. County, state, or federal governmental entities conducting official business.
2. Standing Committees of the Lincoln County Board conducting official County business.
3. County departments and employees conducting official County business.
4. County adjunct boards, commissions, and councils conducting official County business.
5. Non-County entities holding public meetings or conducting official business related to a County service or program or providing a public service.
6. Non-County entities holding public meetings or conducting official business not related to a County service or program or not providing a public service.

SPACE ARRANGEMENT, EQUIPMENT, AND FIXTURES:

The responsibility for permissible County facility space setup and restoration rests solely with the user entity. At the conclusion of allowed space use, the County facility space is to be arranged in the configuration and condition it was found in. Any questions regarding space configuration should be directed to the County Clerk. Tables, chairs, fixtures, and other equipment may not be removed from their assigned location without permission from the County Clerk. Inquiries regarding available equipment should be directed to the County Clerk. User entities are responsible for keeping fixtures and equipment in good operating condition, and shall be responsible for any costs of repair or replacement incurred as a result of action or inaction by the user entity during space use.

ALCOHOL AND TOBACCO:

No alcoholic beverages shall be served, consumed or otherwise brought into any Lincoln County facility covered by this policy and no persons impaired by alcohol shall be permitted in these County facilities. There is no smoking inside any of these County facilities.

FINANCIAL AND OTHER OBLIGATIONS:

Lincoln County reserves the right to charge any user entity for any costs incurred by the County due to the user entity's unreasonable use of County facility space, fixtures, and equipment. User entities are expected to ensure County facility space, fixtures, and equipment they have been allowed to use are left as they were found in a clean, undamaged, presentable and organized manner. In the event cleaning,

repair, or other actions are necessary due to the actions or inactions of a user entity, the user entity's security deposit shall be debited such costs and any remaining costs shall be charged to the user entity. The user entity may be assessed reasonable costs, and barred from future use of any County facility at County's discretion for violation of the Facility Usage Policy. No user entity may reserve or use any County facility space unless it has paid all costs and amounts due regarding prior usage of any County facility space.

COUNTY SUPPORT OBLIGATIONS:

The granting of permission to use County facility space does not obligate the County to furnish any applicant with any service or utilities, or to render any support regarding personnel, fixtures, equipment, or supplies. The County may furnish such assistance as it, in its' sole discretion, determines appropriate. The County reserves the right to inspect any equipment or apparatus brought into County facility space, and to limit or prohibit the use of any such items it determines may affect the safety or normal operation of the facility, or as the County sees fit.

LIABILITY:

Lincoln County does not warrant that any County facility space, fixtures, furniture or equipment is fit for any purpose, and the County shall not be responsible in case of damage or injury to property or person or loss of individual property which may arise out of, result from, or be in any manner connected with use thereof. It is the user entity's responsibility to ensure all children are properly supervised by adults.

Other Requirements

1. Prior to the use of the space, all non-County users must complete and submit the application for use of County facility space and the indemnification and liability agreement form, along with any necessary permits.
2. User entities of the space must provide and keep in full force and effect Comprehensive General Liability Insurance in the minimum amount of one million dollars (\$1,000,000) that lists Lincoln County as an additional insured, and must furnish a Certificate of Insurance evidencing such coverage prior to the use of the space. This requirement may only be modified or waived with the prior written consent of the Corporation Counsel.
3. User entities of the space must comply with all the requirements of Lincoln County and with any applicable federal, state or local laws, rules, and regulations.

Lincoln County Service Center

Description:

Name of Space: **Lincoln County Service Center**
Address: **801 North Sales Street**
Room and floor

Upper Level Rooms:

Room	Seating Capacity
247-248 – Government Services Committee Room	20-25
256.1	20-25
256.2	20-25
258	5-7
255/257/260 – County Board Room	60-75

Lower level Rooms:

Room	Seating Capacity
158	5-7
156 Land Services Conference Room	20-25
165 UW Ext Conference Room	5-7
167 Wisc Conference Room	5-7

Handicapped Accessibility: Yes

Terms and Conditions:

1. The space is available for use during the following hours on the following days: **Monday through Saturday 7:00 a.m. to 11:00 p.m.**
2. The space fee for use is \$50 for up to 4 hours or \$100 for more than 4 hours per calendar day, per room.
3. The security deposit is **\$300**.
4. The following equipment, if any, may be available for use: tables and chairs.
5. Reservations are accepted up to 120 days in advance, and may be made by calling the **County Clerk's office at (715) 539-1019** during regular business hours. The space fee and security deposit must be paid prior to a reservation being considered confirmed.
6. Cancellations must be completed by calling the County Clerk's office as soon as practical.
7. If the space is available after regular business hours, the policy for use is attached. Return of the key/card(s), the failure to return key/card(s) penalty, and the policy for securing the space and facility are as follows:
 - A \$10.00 per day late key/card(s) charge will apply if key/card(s) are not returned on the next business day following utilization of the facility.
 - Lost key/card charge will be \$20.00 per key/card.
8. Lincoln County, by and through its' designees, reserves the right to cancel, move, or preempt scheduled use of the space, and the right to access and enter the space at any time.
9. Questions regarding the facility usage policy may be directed to the County Clerk's office.

Description:

Name of Space:	Lincoln County Courthouse
Address:	1110 E. Main Street
Room and floor:	Courtrooms & Rotunda
Approximate Seating:	50-70
Handicapped Accessibility:	Yes

Terms and Conditions:

1. The space is available for use during the following hours on the following days: **Monday through Saturday 7:00 a.m. to 11:00 p.m.**
2. The space fee for use is \$50 for up to 4 hours or \$100 for more than 4 hours per calendar day, per room.
3. The security deposit is **\$300**
4. The following equipment, if any, may be available for use: tables and chairs.
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 - Lost key/card charge will be \$20.00 per key/card.
8. Lincoln County, by and through its designees, reserves the right to cancel, move, or preempt scheduled use of the space, and the right to access and enter the space at any time.
9. Questions regarding the facility usage policy may be directed to the County Clerk's office.

Facilities Usage Agreement

THIS AGREEMENT is made between Lincoln County, 801 N. Sales Street, Merrill, Wisconsin 54452 (County) and

Name of Organization: _____
(User)

Responsible Representative: _____

Title of Representative: _____

Address: _____

Telephone: _____

as follows:

1. Premises. The following space has been reserved for usage by the above organization:

☐ Lincoln County Service Center Room _____

☐ Lincoln County Courthouse Room _____

2. Usage. This space is reserved for use as follows:

Date _____ between the hours of ____ AM/PM and ____ AM/PM.

Thereafter, User agrees to vacate the premises promptly and deliver key/card(s) to the County Clerk on the next business day following utilization of the facility. A \$10.00 per day late key/card charge will apply if key/card(s) are not returned on the next business day following utilization of the facility. Lost key/card charge will be \$20.00 per key/card.

3. Use of Premises. User intends to use the premises for _____

User agrees to comply with all applicable laws, ordinances, and regulations of all governmental authorities.

4. Security Deposit. A security deposit of \$300.00 shall be deposited with the County Clerk upon execution of this Agreement. The deposit, less any amounts withheld, will be returned in person or mailed to the User at the above address within 30 days after the User vacates the premises. If any portion of the deposit is withheld, County will provide a statement describing clean-up and/or repairs and amounts withheld. Where the cost of clean-up and/or repair exceeds the security deposit, User acknowledges it is responsible for the full cost, plus collection costs, if applicable.
5. Fee. Upon execution of this Agreement, User paid fees in the total amount of \$50 for up to 4 hours, or \$100 for more than 4 hours per calendar day, per room, plus security deposit, are due.
6. Assignment. The User shall not assign this Agreement in any event, and shall not "sublet" the premises or any part thereof without the prior written consent of County. If County permits an assignment, such permission shall in no way relieve User of User's liability under this Agreement.
7. Maintenance. User shall maintain order in and about the premises. User further agrees to keep and maintain the premises in as good a condition of repair and neatness as it is found at commencement of the Agreement term. User shall clean up the premises and remove all refuse upon completion of use.

8. Injury and Loss. County shall not be responsible or liable for any loss, theft, damage to property or injury to or death of User or any person on or about the premises during the term of the Agreement, and User agrees to indemnify, defend and hold County harmless therefrom. The User agrees to carry Comprehensive General Liability insurance insuring County and User against damage or injury to property or persons or loss of life arising out of the use and occupation of the premises in an amount not less than \$1,000,000.00 for any one person and \$1,000,000.00 for any one occurrence and shall furnish a certificate evidencing such insurance coverage to County no later than ten (10) business days before commencement of the usage.
9. Facilities Usage Policy Acknowledgment. User acknowledges receipt of a copy of the Facilities Usage Policy and agrees to abide by each of its' terms.
10. Surrender. At the expiration of the use term, the User shall surrender the premises to the County in as good condition as it was at the beginning of the term, ordinary wear and tear excepted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY:

Lincoln County, Wisconsin

By: _____
County Clerk or Designee

Dated: _____

Guarantee:

In consideration of County's agreement to make its' facility available for this use, the undersigned guarantee(s) the payment of all amounts due under the Agreement and the performance of the covenants by User.

By: _____

Dated: _____

(Print Name) _____

☐ **\$300.00 (received _____ date)**