



CITY OF MERRILL
FAIRGROUNDS COMMITTEE
AGENDA • THURSDAY, SEPTEMBER 5, 2024

Regular Meeting -
REVISED AGENDA

City Hall Council Chambers

6:00 PM

To attend remotely call 513-813-1628 PIN 170 244 698 #

- I. Call to Order**
- II. Consider approving minutes from the previous meeting**
 1. Minutes from the June 13th meeting
- III. General Agenda Items for Consideration**
 1. Fair Update
 2. Rodeo Update
 3. Permanent Vendor Update
 4. Calendar of Events
 5. Review and discuss fees for fairground rentals
 6. Update on campgrounds
 7. Discuss and consider accepting the donation of fencing from the Rodeo Association.
 8. Discussion on the Lincoln County 150th year Celebration.
- IV. Monthly Reports**
 1. Monthly Report - Fairgrounds Manager Bjorklund
 2. Consider placing monthly reports on file
- V. Public Comment**
- VI. Date and Time of Next Meeting - Thursday, October 3 at 6:00 pm**
- VII. Adjournment**

The Merrill City Hall is accessible to the physically disadvantaged. If special accommodations are needed, please contact the Merrill City Hall at (715) 536-5594.

**CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
THURSDAY, JUNE 13, 2024 MINUTES
REGULAR MEETING CITY HALL COUNCIL CHAMBERS 6:00 PM**

- I. **Call to Order** Mayor Hass called the meeting to order at 6:00 pm.
Present: Mayor Hass, Alderperson M. Caylor, Alderperson Lass, Becker, Henrichs
Present Not Voting: City Administrator Rod Akey
Excused: Alderperson Andrew Caylor, Festival Grounds Manager Rick Bjorklund,
City Attorney Thomas Hayden
Absent: Becky Meyer
Others present: City Clerk Anderson-Malm, David Buck
- II. **Consider approving minutes from the previous meeting**
 1. **Minutes from the May 9th meeting.** - Alderperson Lass motioned to place minutes on file. Henrichs seconded and the motion passed.
- III. **General Agenda Items for Consideration**
 1. **Fair Update** - Brad Becker updated the committee. All is going smoothly and is in place for the Fair.
 2. **Rodeo Update** - George Henrichs updated the committee. The rodeo had a good attendance, with 14,000 to 15,000 people at the rodeo, and on the grounds. Paid ticket sales for Friday night were 2,300 people; for Saturday, 2,700 people, and for Sunday it was 1,800 people.
 3. **Permanent Vendor Update** - No report was given.
 4. **Calendar of Events** - The calendar was in the packet. There was a brief discussion with the committee members.
 5. **Discuss and consider returning the name of the Festival Grounds to the Merrill Fair Grounds.** - Mayor Hass requested that this item be included on the agenda. Discussion regarding the name change occurred between committee members. Following discussion, Alderperson M. Caylor made a motion to return the name of the Festival Grounds to the Merrill Fair Grounds. Alderperson Lass seconded and the motion carried. City Attorney Hayden will be consulted regarding the need for this motion to be forwarded to the entire Common Council for final approval.
 6. **Discuss and consider fees for multiple uses. For example, a craft show in the Expo Building as well as on the grounds.** - Following the committee's discussion, no action was taken.
- IV. **Monthly Reports**
 1. **Monthly Report - Festival Grounds Manager Bjorklund** - The report was included in the packet.

2. Consider placing monthly reports on file - Alderperson M. Caylor motioned to place reports on file. Alderperson Lass seconded and the motion passed.

V. Public Comment There was no public comment.

VI. Date and Time of Next Meeting - Thursday, July 10 at 6:00 pm due to the July 4th Holiday. The next meeting will be a Call of the Chair.

VII. Adjournment Alderperson Lass motioned to adjourn. Alderperson M. Caylor seconded and the motion carried. The meeting was adjourned at 6:12 pm.

Minutes respectfully submitted by City Clerk Anderson-Malm

UP COMING EVENTS AT THE FAIR GROUNDS

2024

September	9/5/2024	(Festival Grounds Committee Meeting) to be set by Committee
	9/13-14/2024	Gun Show
	9/21/2024	Wedding
	9/26-28/2024	Enrichment Center Craft Show
October	10/3/2024	(Festival Grounds Committee Meeting) to be set by Committee
	10/4-5/2024	Wedding
	10/11-13/2024	Wedding
	10/19/2024	Lincoln County 150 th Celebration
	10/26/2024	ATV Race
November	11/7/2024	(Festival Grounds Committee Meeting) to be set by Committee
	11/9/2024	Craft Sale/Flea Market
December	12/5/2024	(Festival Grounds Committee Meeting) to be set by Committee
	12/7/2024	Christmas Craft Fair

Pound classes every Monday and Wednesday evenings

**MERRILL FAIRGROUNDS
LEASE AGREEMENT
AND FEE SCHEDULE**

By and Between CITY OF MERRILL, a Wisconsin Municipal Corporation (herein after referred to as "CITY")

AND

Print Name, (herein after referred to as "USER")

Address City State

Home Telephone Cell Phone Work Telephone E-Mail

User may utilize a licensed catering service or bring in their own food and non-alcoholic beverages. Any alcoholic beverage **SALES** require the appropriate City of Merrill License (Picnic License). User agrees to hold harmless the City of Merrill for any damages related to this agreement.

As more specifically set forth in the Terms and Conditions attached to this document and incorporated herein, CITY shall hereby let to USER and USER shall hereby lease from CITY the exclusive use of the following area(s) of the Fairgrounds: (See Page #2)

Type of event: _____

Requested Reservation Date(s): _____

=====
Cost of rental and related services (Per details on page 2 and 3) \$ _____

Sales tax per DOR 5.5% \$ _____

Security deposit charged in addition to cost of rental \$ _____
(Due upon execution of agreement)

TOTAL AMOUNT DUE NOW: \$ _____

Agreement is entered into this _____ day of _____, 20____.

CITY OF MERRILL

RESERVED BY:

By: _____
Name: _____

By: _____
Print Name _____

RETURN PAGES 1, 2 AND 3 ALONG WITH PAYMENT TO:
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452
715-539-3510

___ GRANDSTAND, GROUNDS AND STECKLING BUILDING

\$1,600.00	Daily Fee
\$2,000.00	Security Deposit

Includes the use of the Grandstand and area lying west on the Grandstands (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Restroom and janitorial supplies are included in the \$1,600.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

CONDITIONS

1. **PAYMENT**: All users will be required to submit a non-refundable 25% payment of the daily fee and security deposit at the time of the reservation with the balance to be paid no later than 30 days prior to the event for the use of the Fair Grounds.
2. **INSURANCE** Tickets, for the event, cannot go on sale until Proof of Insurance is received by the City. Event Sponsors shall furnish the City of Merrill with a Certificate of Insurance naming the City of Merrill as an additional insured, indicating proof of the following insurance and insurance limits:

Workers Compensation (if applicable) in compliance with the Compensation Law of the State of Wisconsin.

General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$ **1,000,000**, \$ 2,000,000 if explosion, underground and/or collapse involved. This insurance shall include on the Certificate of Insurance the following coverages:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Broad Form Blanket Contractual
- e. Personal Injury
- f. Professional Liability

Automobile Liability Insurance with a minimum combined single liability per occurrence of **\$1,000,000** for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

Such insurance shall indicate dates of coverage for all activities relating to the event, including accessing the Fair Grounds to set up prior to the event date(s) and cleaning up after the event.

3. **UTILITIES:** Water, electric, and gas meters will be read at the start and end of an event and billed accordingly.
4. **MAINTENANCE DEPARTMENT CHARGES:** Users will be charged a minimum of 1-hour for a Maintenance staff worker to return to the Fair Grounds for any reason after their normal working hours. Maintenance staff currently works from 8:00 a.m. to 4:30 p.m. (M-F). Users are encouraged to handle event issues during their scheduled work hours. City will furnish custodial service for the purpose of locking and unlocking doors and securing city-owned equipment at a cost of \$25.00 per hour.
5. **CLEANING FEES:** It is the responsibility of the Lessee of the Grandstand, Fair Grounds, or Building or any combination thereof to clean and restore the premises to the condition in which they were rented. This includes, but is not limited to: trash removal, removal of their equipment such as trailers, sound systems, cleaning etc. If the facilities and/or grounds are not cleaned to the satisfaction of the City, then the user will be charged for cleaning at a cost of \$25.00 per hour per employee to compensate the City for such services.
6. **LATE FEE:** All bills must be paid by user within 30 days of receipt. After 30 days, City may assess a late payment fee of 1.5% per month.

FAIR GROUNDS AGREEMENT TERMS AND CONDITIONS

- 1) **PAYMENT**
USER agrees to pay CITY, the rate shown on the face of this document for the stated use of the facility, payable in full no less than two weeks in advance of the time of use.
- 2) **RENTAL DEPOSIT FEE**
This deposit fee shall be paid upon execution of Agreement and applied to offset payments at the end of the lease term, provided all payments are made as scheduled. Failure to maintain at least two weeks of advance payment will result in forfeiture of the deposit.
- 3) **USE OF ADJACENT FACILITIES**
USER agrees to use only the designated areas and restroom facilities as indicated on cover page(s) of this agreement.
- 4) **BANNED SUBSTANCES**
USER agrees that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. USER understands that any violation of this paragraph shall give CITY the right to terminate this Agreement without penalty to CITY and permanently bar USER, or any member or guest of USER, from the premises.
- 5) **USE OF FACILITIES**
USER agrees to use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal state and federal laws, any rules and regulations as prescribed by CITY OF MERRILL.
- 6) **DISCLAIMER**
CITY assumes no responsibility for the manner in which the USER utilizes the facility which is let hereby. Any performances or other activities taking part during the time period covered by this agreement shall be under the sole and direct supervision and control of the USER or its officers, agents, employees, members, guests, patrons, or invitees. CITY assumes no responsibility for the manner in which said performances or activities are conducted and carried out.
- 7) **LIABILITY**
USER agrees to indemnify and hold CITY harmless from any and all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained by anyone, by reason of the use or occupation of the facilities under this Agreement, or by any act of omission of USER or any of its officers, agents, employees, members, guests, patrons, or invitees and USER shall pay any and all damage to the property of CITY or loss or theft of such property, done or caused by such persons.
- 8) **LOST PROPERTY**
City assumes no responsibility whatsoever, for any property placed on the premises, and CITY is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of said premises under this Agreement.
- 9) **RIGHT TO CONTROL**
It is understood the City hereby reserves the right to control and manage premises and to enforce all necessary and proper rules for the management and operation of the premises and for CITY employees or other authorized representatives to enter and exercise their authority at the premises, at any time. CITY also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the premises and USER hereby waives any and all claims for damages against CITY or any of its representatives resulting from the exercise of this authority.
- 10) **CANCELLATION**
CITY reserves the right to cancel any scheduled rental time for any reason including, but not necessarily limited to equipment failure, or scheduling or special events. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Any cancellation on behalf of USER will be penalized as follows. Notice of less than 60 days, USER is obligated to fulfill all payment terms of Agreement.
- 11) **ASSIGNMENT**
USER may assign this Agreement or any portion of this Agreement only with the prior written approval of CITY.
- 12) **ADANDONED PROPERTY**
CITY shall have the sole right to collect and have custody of all articles left in the premises by persons using the facilities under authority of this Agreement. After a period of twenty-four (24) hours, any such property shall be deemed abandoned and become the property of CITY.
- 13) **TAXES**
The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property, or other similar taxes shall be assumed and paid for by USER.
- 14) **ENTIRE AGREEMENT**
This document constitutes the entire Agreement between the parties and supersedes all previous communications, representations, understandings and agreement whether oral or written, between the parties.
- 15) **AMENDMENTS**
This Agreement cannot be modified in any way except by a written document signed by both parties.
- 16) **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.
- 17) **SEVERABILITY**
If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be effected thereby and shall remain in full force and effect.
- 18) **FORCE MAJEURE**
Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$250.00 for Expo Center and \$500.00 for Expo Center with Kitchen. Larger deposits may be required for certain events that have the potential to require more clean up, will produce more trash, or cause damage to the facility. Security deposit is non-refundable in the event that USER cancels event unless a written notice of more than 60 days is given. Security deposit will be returned to USER within 30 days of rental if facilities rented are returned on time in the proper condition. CITY reserves the right to deduct from deposit any expenses incurred to correct any damages or deficiencies in facilities upon return.

20) FACILITY CLEANUP

USER is responsible for all clean-up of facilities rented, including bagging all garbage produced. Rental fee includes garbage disposal after being bagged. USER will take occupancy of facility in the condition it is expected to be returned in. Entire cleanup must be performed within time allotted for rental unless prior arrangements were made OR unless facility is otherwise scheduled, user will be allowed entry to cleanup by noon on the day following the event. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour. Facility must be returned in the same condition as received. If not \$25.00 per person per hour to clean will be charged to user.

21) NOTICES

Any notices required or permitted under this Agreement shall be in writing. Such notices shall be delivered in person or sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of the Agreement. Notice shall be effective when mailed, or upon delivery if delivered in person

To City: send two copies

City Administrator
City of Merrill
1004 E. First Street
Merrill, WI 54452

And

City Clerk
City of Merrill
1004 E. First Street
Merrill, WI 54452

Any party making change in their address shall be responsible for notifying all other parties of the change. Notice to the addresses listed above shall be effective until such time as a change is made in accordance with this paragraph.

FAIR GROUNDS REPORT

09-05-24

SNOWMOBILE RACING

Tim English and his partner have stated an interest in producing 2-3 Snowmobile events during this winter. We will meet with them in Sept to further discuss content and logistics

FOOD TRUCK EVENT

Hallie did an excellent job getting the event off the ground and it was a great success. Hallie has good acumen for events. She has a good feel for the variables and nuances that events present to producers and is flexible in her planning.

CHURCH AND RELIGIOUS SERVICES

Amish services like the building and have helped spread the word in that community to use the Expo.

AUCTION(S)

The shows have had almost 200 attendees and the last 2 have been close to 250. Lange Auctions has spoken with additional estates and will be producing more events in the future. The Auction seems to have adapted to the reduced move time we have given it.

QUAD RACING

The event did very well and coordinated with the County Fair for their move in and set up. Thank you Brad and the fair staff for the help. They had many more attendees pay to sit in the grandstand this time which is a good sign.

The second Quad racing event will be held in Oct. which is a good sign that our market can support more racing events.

WRESTLING

The last wrestling show was well received by the audience. The promoter was hoping for 200+ people but the crowd was closer to 150. Ryan Schwartzman has helped the event raise significant sponsor dollars which has kept the show coming back. The event producer has had health problems which has delayed the next booking TBA.

GUN SHOW(S)

The producer was more than happy with the last show. All booth space has been sold out with a waiting list. In talking with many vendors, they are very happy that the show moved to Merrill from Wausau.

FLEA MARKET

I have met a number of times with Jodi for her planning for the next Flea Market and she seems well prepared for another successful event. She is almost fully booked.

QUINCINEROS/WEDDINGS

Almost half of the facility walk-throughs are now for Quincineros events. Word has spread through the Hispanic community that our facilities are excellent and welcoming. Weddings continue to be a mainstay and universally are happy with the facilities. We have done many showings and walk-throughs on the weekends and in the evening. Brides like to bring back their wedding party, family and DJ's to help finalize their plans.

OTHER

We are looking at content and facilities for potential camping and will help the city departments as needed. The recent bar-b-que group used the camping which shows that once it is ready, people will respond to using the camping.