



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
AGENDA • THURSDAY OCTOBER 4, 2018

Regular Meeting

Bierman Building

6:00 PM

- I. Call to Order
- II. Minutes of previous meeting(s):
 1. Minutes of September 6, 2018 meeting
- III. Agenda items for consideration:
 1. Traffic control issues at the grounds
 2. Fair - Debriefing and Contract
 3. 2019 Capital Improvements and 2019 Budget
 4. Calendar of Events/Feedback
- IV. Monthly Reports:
 1. Festival Grounds Manager Bjorklund
 2. Food Vendor Rep. Caylor
- V. Public Comment Period
- VI. Establish date, time & location of next meeting
- VII. Adjournment



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
MINUTES • THURSDAY SEPTEMBER 6, 2018

Regular Meeting

Bierman Building

6:00 PM

I. Call to Order

Alderman Norton called the meeting to order at 6:00 P.M.

Attendee Name	Title	Status	Arrived
Michael Caylor	Food Vendor Rep.	Present	
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
John M. Van Lieshout	Aldersperson - Fifth District	Present	
Derek Woellner	Mayor	Present	
Bryan Bloch	Rodeo Assn. Rep.	Present	
Brad Becker	Fair Assn. Rep.	Present	

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Facilities Maintenance Manager Nick Wszalek, Festival Grounds Manager Richard Bjorklund, Alderman Paul Russell, Diane Wais, Bill Bialecki, Darryl Barker, Bryan Moodie and City Clerk Bill Heideman. A student was in attendance to tape the meeting for Merrill Productions.

II. Minutes of previous meeting(s):

1. Minutes of August 2, 2018 meeting

Motion (Meehean/Van Lieshout) to approve.

RESULT: APPROVED

III. Agenda items for consideration:

1. Fair - Debriefing/Suggestions from City Staff for future fair events

Facilities Maintenance Manager Wszalek stated that he was in attendance to get feedback from the committee on possible ways to improve services related to the fair.

Fair Association Rep. Becker noted some minor concerns with the restrooms, but everything else went well. He said that John Kaufman's cleanup crew did high-quality work throughout the fair.

Festival Grounds Manager Bjorklund suggested that the Bierman Building should be open during normal fair hours.

Food Vendor Rep. Caylor reported that there initially was some problems with lights, but those concerns were addressed and rectified.

The possibility of selling cream puffs in the Enrichment Center during the fair was suggested.

Festival Grounds Manager Bjorklund suggested relocating the pie-eating contest and other events to the Bierman Building.

Alderman Russell, a member of the fair board, thanked City staff for their work during the fair.

City Administrator Johnson mentioned that more coordination among the various groups during the fair could be beneficial. Rodeo Association Rep. Bloch agreed and suggested that communications could be improved.

Fair Association Rep. Becker has received feedback from the electricians and plumbers working during the fair. It was noted that dust during the fair was a concern.

Removing the fences around the beer stands during the fair is being considered.

Potential use of the Steckling Building for storage is being researched.

The possibility of additional ATM machines on the grounds is being considered.

Consideration is being given to renewing the contract with Spectrum. That organization provides the carnival for the fair.

Discussion was then held on the possibility of charging an admission fee for the fair. To do so would require fencing, which would then be an issue for future budgets.

2. Fair Recycling Report

Food Vendor Rep. Caylor reported that some of the permanent stands recycled to a certain extent. He mentioned that the Lions Club indicated that they would like to see more recycling of fair refuse, which hopefully will happen next year.

3. Rodeo Contract

A copy of the contract was in the meeting packet. It has been submitted to the Rodeo Association for their consideration.

Motion (Meehean/Van Lieshout) to approve the contract as presented.

RESULT:	APPROVED
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4. Calendar of Events

Diane Wais reported that September has been a busy month.

A gun show and "Pork in the Park" are upcoming.

IV. Review and discuss preliminary 2019 budget requests:

Room Tax

The proposed 2019 Room Tax budget was in the meeting packet.

Paving of various sections of the Festival Grounds was discussed.

Further discussion on the 2019 Room Tax budget will occur at the October meeting. At that time, more information will be available.

Fencing of the Festival Grounds was discussed.

No action was taken.

Merrill Festival Grounds

The proposed 2019 Merrill Festival Grounds budget was in the meeting packet. No action was taken.

Bierman Building

The proposed 2019 Bierman Building budget was in the meeting packet. No action was taken.

Tractor Pull

The proposed 2019 Tractor Pull budget was in the meeting packet. No action was taken.

Bill Bialecki provided a verbal review of the 2018 tractor pull. Expansion of the event to span two days is being considered.

V. Monthly Reports:

1. Festival Grounds Manager Bjorklund

The monthly report was in the meeting packet.

Festival Grounds Manager Bjorklund shared verbal information on "Return on Investment".

2. Food Vendor Rep. Caylor

The monthly report was in the meeting packet.

Food Vendor Rep. Caylor noted that the Parks and Recreation Department currently charges \$25 for one-day (temporary) vendors on Labor Day. City Administrator Johnson suggested that those types of vendors should be changed something around \$100. Alderman Norton suggested that the Festival Grounds Committee and the Parks and Recreation Commission could meet to discuss this issue.

Food Vendor Rep. Caylor stated that the permanent stand are working together more and more on purchasing and other issues common to all the permanent stands.

VI. Public Comment Period

Bill Bialecki noted that the temporary vendors are subject to regulations, and that perhaps “Vending by Permit Only” signs could be used to help ensure that temporary vendors are compliant.

It was noted that the some of the wood from the trees removed from the Festival Grounds is being used for various projects.

VII. Establish date, time & location of next meeting

Thursday, October 4th, 2018 at 6:00 P.M. at the Bierman Building.

VIII. Adjournment

Motion (Meehean/Caylor) to adjourn. Carried. Adjourned at 7:29 P.M.

OCTOBER

Traffic Control/Issues at the Grounds

Fair – Debriefing/Contract (Attachment)

2019 Capital Improvements/2019 Budget (Attachment)

Calendar of Events/Feedback (Attachment)

Food Vendor Report – Caylor

Festival Grounds Manager Report – Bjorklund (Attachment)

Attachment: Agenda Items (3676 : Traffic control issues at the grounds)

April 11, 2017

A LEASE OF THE MERRILL FESTIVAL GROUNDS BETWEEN THE CITY OF MERRILL AND THE LINCOLN COUNTY FAIR ASSOCIATION

This agreement, made and entered into as of March 1, 2017 by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and Lincoln County Fair Association whose mailing address is P.O. Box 921, Merrill, WI 54452 hereinafter called the Lessee(s).

WHEREAS, the Lessor owns and operates the Merrill Festival Grounds (hereinafter the "Grounds") and Lessee is desirous of leasing, for 30 days in July or August from the Lessor, a certain parcel of land at the Merrill Festival Grounds, hereinafter more fully described, for the purpose of providing the annual exposition known as the Lincoln County Fair;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements upon the following terms and conditions.

1. **Property Description:** Part of Certified Survey Map No. 2459, as recorded in the Lincoln County Register of Deeds Office, Lincoln County, Wisconsin, except those areas previously leased to service and similar organizations, as well as the public area delineated on the attached map.
2. **Building Construction.** The Lessee shall have the right to erect and alter temporary buildings or structures upon the premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Safety and Professional Services, pertinent provisions of any local ordinance in effect, and the work is performed by properly licensed contractors. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to erection.
3. **Term.** This lease commences on March 1, 2017 and will continue for 5 years from said date, and shall be automatically renewed from year to year, January 1st through December 31st thereafter. This agreement shall be reviewed yearly for a period of three years after inception, and, if renewed, every three years thereafter and rent/conditions adjusted. The original term of this lease commences 14 days prior to the opening date of the 5 – day fair and ends 11 days after the final date of the fair. Lincoln County Fair Association agrees to work with and cooperate with any organization that may require usage of the grounds during the thirty (30) day period of this lease.
4. **Rent.** Lessor shall charge \$2,500.00 plus utilities for the thirty (30) day period that the grounds are leased by Lincoln County Fair Association. Lincoln County Fair

Attachment: Fair Association Lease (3677 : Fair - Debriefing/Contract)

April 11, 2017

Association is also responsible for all utility payments, provision of paper products, cleanup of grounds/buildings, and repair of damages above and beyond normal wear and tear on the Festival Grounds and/or facilities.

Lincoln County Fair Association shall also, in consideration of the City allowing the Lincoln County Fair Association to use the Cattle Barn for storage of its personal property, winterize the Cattle Barn, including emptying and "blowing out" water lines, water heaters, etc., after the Fair has concluded, and before October 15th of each year. Merrill Water Utility will discontinue water service on or about October 31st.

Lincoln County Fair Association shall install, at its sole expense if desired, ventilation fans in the Cattle Barn building, which shall become property of the City of Merrill.

Lincoln County Fair Association, with proper permits and licenses, shall be allowed to sell beer in the Grand Stand during the Grand Stand performances.

5. **Use of Certain Equipment.** Lincoln County Fair Association owns picnic tables, garbage cans, fencing, and cement barriers which may be used by other organizations upon request.
6. **Non-Exclusive Use.** The Lessee shall have the right to the exclusive use of the parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe operation of the Lincoln County Fair; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the Merrill Festival Grounds.

Any organization, not part of the Lincoln County Fair Association, wishing to vend during the Lincoln County Fair, shall be required to sign an agreement with the Lincoln County Fair Association stating they will abide by the rules, regulations and exclusives stated in said agreement. Failure to sign would result in a conflict of interest with the Lincoln County Fair Association and will not be allowed to be open and/or vend during the fair. This does not include the seven (7) vendors selling from their stands, specifically: Knights of Columbus, St. John Church, St. Francis Church, Fraternal Order of Eagles Merrill Aerie #584, Veterans of Foreign Wars (VFW), Merrill Lions Club, and Optimist Club.

This lease is expressly subject to the Lease Agreements between the City of Merrill and other civic/benevolent organizations listed in (6) above. No fees, rents, or similar charges shall be assessed by the Lincoln County Fair Association to those organizations during the term of this agreement.

7. **Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Merrill Festival Grounds.

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- 8. Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from all loss or damages by reason of such acts or omissions.
- 9. Assumption of Risk for Personal Property and Fixtures.** All personal property and fixtures of any kind or description whatsoever, including, but not limited to vehicles and products placed on the leased premises, shall be placed on the leased premises at the Lessee's sole risk, which risk Lessee hereby agrees to assume. The City of Merrill shall not be liable for any damage done to or loss of such personal property, or damage or loss suffered by any business or occupation of the Lessee arising from acts or omissions of others or from the malfunction of any utility or mechanical systems serving the leased premises.
- 10. Insurance.** The Lincoln County Fair Association 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, and

General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage coverage of \$ **2,000,000**. 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 Festival Grounds to set up prior to the event date(s), and tear down/cleaning up after the event.

- 11. Maintenance of Buildings.** The Lessee will maintain the structures occupied by it and the surrounding land premises in good order and make such minor repairs as are

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necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

- 12. Right to Inspect.** The Lessor reserves the right to request entrance to the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, local ordinances or other regulations.
- 13. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to it.
- 14. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 15. Default.** The Lessee shall be deemed in default upon:
- a. Failure to pay any sums due within 30 days after due date.
 - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
 - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
 - d. The making of an assignment for the benefit of creditors.
 - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.
- 16. Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained, without the consent of the Lessor.
- 17. Merrill Festival Grounds Development.** The Lessor herein reserves the right to further develop or improve Merrill Festival Grounds as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.
- 18. Dispute Resolution.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by resolution in the appropriate Court of Record.

UP COMING EVENTS AT THE FESTIVAL GROUNDS

Oct.	10-04-18	(Festival Grounds Committee Meeting) to be set by Committee
	10/12, 13, 14	Wedding
	10/19, 20	Craft Show – Enrichment Center **
	10/27	Flea Market
Nov.	11-01-18	(Festival Grounds Committee Meeting) to be set by Committee (1 inquiry waiting to hear back)
Dec.	12-06-18	(Festival Grounds Committee Meeting) to be set by Committee
	12-08-18	Wedding

2019

Jan.	01-03-19	(Festival Grounds Committee Meeting) to be set by Committee (1 inquiry waiting to hear back)
Feb.	02-07-18	(Festival Grounds Committee Meeting) to be set by Committee
	2/20-2/21	ACT Testing **
March	03/1-03/2	Gun Show **
	03-07-18	(Festival Grounds Committee Meeting) to be set by Committee
	03/16/18	Fund Raiser **
April	04-04-18	(Festival Grounds Committee Meeting) to be set by Committee
	04-06-18	Craft Show – Enrichment Center **
	04-13-18	Prom **

** Yearly Repeat Events **

This will be sent out in the packets for the October meeting.

Merrill Festival Grounds

October 4, 2018

Grandstand and Grounds:

General:

Placing an interstate facing billboard on City property is ongoing with a probable underwriter. The underwriting has been discussed at several levels inside of the sponsoring company and continues to pass review by corporate departments.

New lighting is being installed. Creating greater height with new or altered poles would be helpful. Addition of lighting needs to continue to create a safe and user-friendly environment.

Additional electric hook-ups along the fence line and in the infield are a priority along with sewer hook-up or dump stations and water connections. Such installation preparation should coincide with installation of asphalt.

Identification and prioritization of capital improvements for the grounds is an ongoing exercise and is conducted in accord with the TIF requirements and user group needs. Current projects to improve the appearance and function of existing buildings will be noticeable to the community and user groups.

For Capital improvement consideration, successful Festival Grounds facilities are generally described as:

1. Year-round facilities and are multi-use
2. Indoor, fully climatized exhibition-style building(s)
3. Entertainment venue customized for specific market demand in the form of a grandstand, race track, indoor arena, amphitheater, etc.
4. Defined and improved camping facilities
5. Dedicated livestock facilities
6. Up-to-date restrooms and patron amenities

Additional categories could include: Perimeter Fence (with caution), reduction of Humane Society footprint, paving/asphalt, plantings, trees, electrical grid, winterized buildings, canopies, shade and rest areas, picnic tables, sewer and water hook-ups.

Tractor Pull:

NTPA/WTPA consultants made recommendations to assist Merrill to make the correct dirt preparations. Crews are using several methods for track preparation and service of the surface in between pulls.

Additional marketing through tagging bank buys is being considered.

The committee is considering the addition of future events including garden tractors, semi-trucks, ATV's, motorcycles and Monster Trucks and may consider adding a day.

Pricing was reduced and was well received.

The Tractor Pull is now re-structured as a non-stock corporation by River Valley Bank's law firm.

Rodeo:

Next year, porta toilets will not be required so the physical layout will be better for all. In general, the layout was crisp and efficient.

Vending could help concessions. ATM is a good concession.

Extensive photos of the grounds lay-out were taken as well as drone photos. The layout was more efficient this year.

Upgraded infield electric panels are becoming a priority as well as possible access to sewer and dump station facilities.

New welcome signs could help at the entrance and at the entertainment tent.

We are seeking ways to scrub the grandstand after Sat show.

County Fair:

August 15-19

Recommended that fencing inside the fairgrounds be reduced or eliminated. Check points for age can be maintained with a stamp or wristband given for daily ID. Encourage all beer stands to provide entertainment. Consider eliminating the beer stand at the Grandstand in exchange for a re-stated financial and operating agreement with the permanent stands.

Sell display space under the Grandstand and east of the restrooms and west of the carnival. Invite the military to move displays in at no cost. Leave no empty space. Consider active and/or participative displays such as chain saw carving, wood working, fish tank, kid's shows, animal petting, jugglers, etc. Such shows are inexpensive, easy to book and easily fill space as needed. They give a sense of activity and fun and help to keep families at the grounds longer. The only kids show this year was provided complimentary by the carnival owner.

Location of the new restrooms worked very well.

Need a good ATM vendor.

Statewide, the carnival business is experiencing unusual contractions. Steps to assure a carnival contract for future years should be taken immediately. Consider alternative pricing structures.

Use the Expo stage for pie eating and butter carving contests and additional programs. The expo stage is rarely busy. Open the Enrichment Center for passive display of projects and programs, sell items to the public and hand out information to increase public awareness and participation.

The committee in charge of the livestock auction (the fair is a terminal show) has done a superb job of lining up corporate and private buyers for the auction. It is one of the better auctions in the state in the county fair category. The work done by the committee is a model for the fair to use in seeking additional support, sponsorship and possible angel underwriting. Such additional support is essential to help the fair continue to be a "free fair".

Add lights to the east and west poles in the grandstand to keep from having to refocus lights. Consider raising the height of the north grandstand poles to reduce glare into the grandstand seating.

Have a heavier presence of electrician, labor and management during set-up. Distribute keys to assigned managers, lock electric panels, reduce hose and cable crossings.

No stock trucks or private vehicles should be parked next to or behind food stands. Set-up a stock truck area where ALL vendors must remain.

Campers restricted to infield or south fence line only.

Bury utility runs in a grid pattern across all areas to be asphalted. Asphalt as much area as possible.

Reduce or eliminate vehicle traffic at the gate at the south end of the Expo. If it has to be used restrict the hours and credential. Put stock trailers across 6th St.

Arena dirt and roadway dirt is breaking down into dust and fine particles.

Remove Bulls and Barrels show. Consider doing 2 nights of Monster Trucks and Demo. Horse show on opening day is not attended by participants or the public. Replace it with a sponsorable show.

Not enough traffic to warrant one way on 6th St. Use the east parking area for credentialed and vip parking.

Make a show out of animal judging. Judges to be encouraged to talk about what they are looking for and why each animal has special features.

Grandstand shows need to be limited to 1.5-2 hour-time limit. Sunday show needs to start at 2 so the people attending the show stay on the fairgrounds afterwards and bring benefit to the vendors.

Bierman Expo Hall:

Wrestling show is intending to happen on Nov 16.

The Northern Wisconsin Gun Show producer was very happy with the show results and looks forward to a long relationship at the Festival Grounds.

Marvin Krause Productions has expressed an interest to rent the Expo for their show(s). An agreement has been sent to him for a show in May, 2019.

We have been complimented by user groups for such clean facilities, for the building being well laid out and equipped. Nick does an excellent job. Rental rates are user friendly and equally applied.

Reservations for weddings are increasing monthly. Diane is superb at talking with the potential users. She has excellent acumen for event business.

Cameo Roets, Marketing director for WIFC, WDEZ, WSAU, WOZZ AND Fox has visited and is considering producing radio station entertainment concerts at the expo.

Permanent Stands Meeting - September

September 26th, 2018

Call to order: 6:34

Present:

Lions Club: Ken Adams

VFW: John Rathke

Eagles: Mike Opichka

St. Francis: Mike Caylor

Knights of Columbus: Darrell Barker, Bill Hanson

Optimist: Randy Wixson – arrived at 6:43

Labor Day: Those that were open said they had a very good Labor Day, Ken Adam's said he felt the crowds were likely the largest ever. The Lion's Club sold out, VFW said their beer sales were almost comparable to the entire five-day fair. St. Francis reported they were able to sell over 450 burgers. Everyone agreed that we would be able to handle the crowds if this were to become an exclusive event to the permanent stands.

Paving for 2019: Just an update on the city's plans to repave and pave areas of the grounds, especially the area under the grandstand. Everyone expressed their approval of this plan as our group had previously indicated it was a priority improvement. When it came to additional paving we all expressed the desire to see the road behind our stands paved but realize that likely will not happen any time soon.

Fair: A discussion was held regarding the proposals put out by the fair during the city meeting at the beginning of this month. Everyone agreed they see the gate fee as a necessary evil but no one really wants it to happen as it will likely reduce crowds, we all agreed again that we oppose any measure to fence in the fair grounds.

Pork in the Park: Randy Wixson updated the group on this year's Pork in the Park event which coincided with a gun show in the Bierman Building, noting both were very well attended. He hopes better signage next year will increase attendance which he thinks might have been lost to motorcycles traveling through. Everyone agreed the city needs to sign the route off of Main Street to the fairgrounds better as anyone from out of town may have issues finding it.

Fair Board: Three members of the fair board joined us at 7:00 PM, Brad Becker, Clyde Nelson and Paul Russell.

A general discussion was held with the three over the finances of the fair both this year and in the future.

The group brainstormed with the fair board for possible events and ways to raise revenue.

When it came to the entry fee the fair board was again reminded that we all have troubles finding help and we don't expect our workers to pay to volunteer.

Everyone agreed to keep the lines of communication open between the two groups, the fair board did state they had no intention of implementing the fee at the gate proposal until 2020, but if they did it would mean unlimited rides during the entire open hours. They said other fairs that have gone to this have actually seen an increase in the amount of gate traffic.

Set date of next meeting: The group concurred we were done for the year. The next meeting will be at the call of the chair and likely will not take place until April. If something would come out of the city group which would require a meeting one will be called, minutes for the city group from the chairs prospective will continue to be emailed monthly.

Adjourn: 7:43 PM