

CCT Board Meeting Jan 16, 2024 at Alliance Tax Services

Attendees: Ed, Angie, Deacon, Austion Cayer, James Wasson, Denise Vince Sutter, Chris Warner, Cristina Schwiebert, Kari Wann, Kate Levi, David and Loretta Schroeder Lloyd and Dreama Eby, John Fifer, (Fair board members: Isaac Ankney, Jeremy Limber, Desirae Mack) defiancecountyfair@gmail.com

Ed called to order at 6:05.

Ed noted we have read the proposed contract submitted by the Fair Board and copies of the proposed draft contract and noted that after we read it, we can ask questions.

John questioned the exclusion of the MP building in the Fair Board contract. His concern is the safety of babies and small children. The Multipurpose Building provides shelter for visitors that would not be possible if we were required to house Santa in the Agriculture Building or outside. When asked, Jeremy indicated that he heard that we didn't need the MP Building. Vince provided history on the progression of the 2023 plans that considered housing the skating at the outdoor pavilion only for the anniversary year (2023). The final vote reflected the need for the MP Building to support Santa and the skating area. This aligns with the use of the MP over the past years. As noted, the CCT makes it a priority to clear the MP building, so camper storage can be utilized as soon as possible. This year the skating, decorations, and lights were removed 2 days after Christmas. Campers were moved in 4 days after Christmas.

Deacon asked about the 1-year term change. Desirae said the significant improvements coming at the fairgrounds, with tight time constraint, may impact availability of portions of the facility. The fair board was receiving a \$100k grant to complete the electrical upgrades within the year. Isaac noted that with the introduction of the consultants; there is now significant unpredictability in the scheduling and duration of the major construction projects. He noted that the campground(s) may or may not be available during construction with a revamp of the electrical system. He stated that the Fine Arts Building is also slated to be demolished and a new larger building raised for use by the 4-H groups. This would be a separate effort from the grant for electrical.

Vince noted it was unclear how the construction would impact the duration of the contract since the construction would be equally disruptive to a 3-year contract versus three 1-year contracts. The CCT would be required to adjust the route and/or power sources to the affected zones affected by construction.

The draft CCT-generated contract was reviewed with similarities and differences outlined.

The first addition was the proposed addition of gravel parking for 3 semi-trailers, located in the rear most end of the parking lot, near new tower. The cost of this upgrade would be fully covered by the CCT (no cost to the fair board!). This would be used for storage of the CCT trailers when not in use as part of the light show. The base would be of sound design and form; and would remain in place should the CCT end operations at the Defiance County Fairgrounds. The storage trailers would be arranged in an orderly and sightly fashion. Security and any potential damage to the trailers would be covered by the CCT insurance.

Security changed to include security as selected and held by the CCT in accordance with the security requirements in place by the country commissioners.

SOP - no standard operating procedures are in place at this time. It was suggested that the CCT may need to develop SOG (*guidelines) for security if the CCT decides to use outside security.

Notice of events occurring at Fairgrounds during the rental period need to be communicated to the prior to the event. The Fairgrounds will need to cordon off the areas to be used for parking and prevent traffic from entering the remainder of the grounds. This is needed to prevent traffic from potentially damaging lights and displays. The Fairgrounds and/or event personnel will need to supply parking control during the event. The land auction was used as an example where CCT was not notified of functions occurring during the rental period and CCT personnel were required to handle parking duties for the auction to prevent damage to displays. This tied up two CCT personnel for the day. The fundraiser for cancer patient was used as an example where communication resulted in good cooperation. This aligns with the existing text but needs to be improved in practice.

A discussion was held discussing the potential loss of the MP Building. If this were to take place, coverage of the gas and water would be immaterial since the Ag Building does not have these features (only the MP building uses water and gas and it was removed from the Fair Board contract). It was also noted that if construction affects the Agriculture building, the CCT would need the MP building in lieu of the Ag building.

It was discussed and decided that the CCT would need the MP building for Santa, food preparation by the Boy Scouts, and rest rooms for children and families. The need to add water and gas, would need to be entered back into the draft contract. Payment of electrical power (over the average monthly usage) would remain as it has been over the past 6 years.

Change the cancellation text from an open-ended timeframe to the window from Jan 1 through Jan 14th of each year.

Funding. The Fair Board contract listed a lease total of \$12000/season. Discussions related to relative cost increases were made, including the Sheriff costs and income. The Van Wert light show pays \$4000/season to rent the Van Wert Fairgrounds. The draft contract listed a rental cost of \$9000/season and would add gas/water back into the draft contract. The draft contract would result in the CCT decreased setup time in MP building (later access to the building) and a decreased of tear down time by 1 month (if the March 1 deadline was enforced). The current end of tear down has been April 1st.

March 1st end date. Desirae noted that the change from April 1st to March 1st timeframe driven by the rabbit show, poultry show, weddings, etc, held inside the MP building. It was noted that typically, only lights on the race track fence, lights on the Maple trees, and on the gutters of outlying buildings are the last items to be removed. This should not in any way affect the events held inside the MP Building, although every effort will be made to remove lights as quickly as possible subject to the effects of weather. Text was added to note that the CCT will request in writing and extension beyond the March 1st date should it be required.

Contract Negotiations: Vendor contracts associated with the CCT differ from those associated with the fair. CCT vendors expect negotiations before the end of the calendar year. For example, the reindeer vendor and firework vendor expect to complete contracts for the next season well before the end of the

year. It was discussed and suggested that contract talks with the CCT be completed at the Fair Board October meeting (the November meeting was Fair board was considered to be too busy with other end of year issues).

It was decided to clean up the draft contract per the issues raised during the meeting and forward the contract to the Defiance County Fair Board once the revisions were completed. The finished version is attached below for reference.

Ed adjourned the meeting at 7:06 PM.

-----CCT Contract Proposal Jan 16, 2024-----

The Defiance County Agricultural Society, Inc. The Christmas Cruise Thru Lease/Contract

Purpose:

This document will function as a lease/contract agreement between The Christmas Cruise Thru and the Defiance County Fair board. The CCT desires to lease the Defiance County Fairgrounds to host the annual CCT event. Terms and Schedule This agreement provides a three (3) year agreement for the calendar years of 2024, 2025 & 2026.

Either party may request to cancel this agreement between the dates of January 1st through 15th of every lease/contract year. It is the intention of the CCT that the event shall begin the Friday preceding Thanksgiving and conclude by December 31st. Both parties agree to uphold a positive attitude and publicly support the other organization to prolong a good relationship between The Defiance County Agricultural Society, Inc. and The Christmas Cruise Thru. Agree to a joint meeting between fair board and CCT at the October fair board meeting to discuss next lease/contract of expiration year.

Responsibilities:

The CCT shall:

- Arrange for individuals or organizations to decorate various areas of the fairgrounds starting September 10th. The exterior/interior of the Multipurpose Building can be decorated beginning November 1st. Driveway and Parking in the areas near the Multipurpose Building must be clear through October 31st.
- Create an area with proper gravel base to park 3 semi-trailers in the furthest corner of the parking lot during the lease/contract period. All costs of this improvement will be CCT responsibility and will remain a permanent fixture to fairgrounds should CCT vacate premise at any point in the future. CCT will ensure trailers remain attractive to view, locked at all times, and not hold Defiance County Agricultural Society responsible for semi-trailers or their contents in case of damage or theft.
- Be willing to work with Defiance County Fair board on upcoming improvements to the fairgrounds that may impede normal layout.
- Arrange for volunteers to work gates and direct traffic.

- Arrange for, and when necessary, pay for additional attractions and entertainment of the CCT's choosing.
- Arrange for volunteers to direct parking and pedestrian traffic to and from buildings.
- Provide a copy of Liability Insurance to the EMA no later than July 31st of each year of the event.
- Arrange and pay for Security Protection during the nights the gates are open. Whatever security company/law enforcement organization CCT contracts with, that organization shall bill the fair board for these services. CCT will reimburse Fair board the cost of said security immediately upon receiving invoice from the fair board.
- CCT will contract with an outside vendor of the CCT's choice to provide potty facilities for lease/contract period.
- Provide county commissioners, EMA, Hicksville Fire/EMS, Defiance County Sheriff's Office, and Fair board President with a copy of the Standard Operating Procedures (S.O.P.) by July 31st of each contract year, if one exists within CCT organization.
- Remove all displays and decorations by March 1st unless weather does not permit tear down to occur before April 1st. Prior request for extension will be requested in writing to fair board by March 1st.
- Refrain from damage or alteration of any buildings or grounds without permission from the fair board.
- By March 1st, unless extension is granted, remove all equipment/displays from livestock barns unless a separate lease/contract is established prior to March 1st. If equipment/displays are broken or in a state of non-running and repairs are in place and conveyed to fair board, an extension could be granted for said building due to unforeseen circumstances beyond the CCT/s control.
- Be responsible for all damages and accidents during the lease should injury or accident resulted from negligence due to improper use or security on the part of the CCT.
- Pay ALL utilities incurred by CCT from 7 days prior to scheduled open of that year's CCT until midnight the night the CCT closes for that year. The Defiance County Fair board shall:
- If fair board holds events or allows events to be held in the Multipurpose Building between the dates of September 10 through October 31st, the fair board will ensure that the patrons/renters are unable to access the CCT set-up areas. Utilization of barricades, tape, and any other means of clear and concise exclusion of access between the east side of the open show arena around the fairgrounds to space between the fine arts building and the merchant building from fence to fence during said event. A written request should be made to CCT if additional space is needed for a specific event.
- Grant access and use of the fairgrounds, and all buildings to the CCT for setup September 10th through March 1st. Special consideration will be made to extend this end deadline to April 1st if the weather does not permit CCT staff to tear down adequately.
- Provide access to all buildings necessary to make electrical connections. All fair board locks shall remain in place in the event the fair board needs access.
- Communicate any sub-leasing of any part of the fairgrounds during the dates of this lease/contract.

- Require access to fairgrounds for planned and future renovations and upgrades to the grounds. Provide continuous information to CCT President if said renovations and upgrades take place anytime within the duration of this lease/contract.
- Allow CCT to continue to use the historical building at no additional cost for the duration of the lease/contract and remove any unnecessary equipment that the fair board is storing in the historical building that is no longer needed to allow for more storage space for CCT to utilize.
- If injury or accident results from negligence due to improper upkeep, repair, or general maintenance on the part of the Defiance County Agricultural Society, those claims will be solely that of the Defiance County Agricultural Society. Financial commitment for Lease/Contract: Financial Agreement in exchange for lease/contract of the fairgrounds (within detailed parameters listed above), and historical storage building and semi-trailer pad for the entire calendar year the CCT shall pay \$9,000/year.