Elko County Agricultural Association, District #4 **Aka Elko County Fair Board**

P.O. Box 2067, Elko, NV 89803 775-738-3616 Office Phone 775-397-2769 cell 775-778-3468 Fax

PUBLIC MEETING NOTICE

The Elko County Fair Board will meet in a regular Monthly meeting:

Wednesday February 12, 2025, at 5:30 p.m.

VENUE: Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

Fairboard Members

Chairman/Stockhorse-Tony Buzzetti Paramutuel-Vice Chairman/Racing/Livestock- Justin McDermott Concessions/Vendors-Stockhorse Committee- Jon Ross Stockhorse Committee -Home Arts/ Admissions Chairman- Cori Rainwater Livestock/Stockhorse Committee- Jay Dalton

All Public is welcome. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko County Fair Board by email: ecfbsecretary@gmail.com or by calling 775-397-2769

Join Zoom Meeting

Link In: https://us06web.zoom.us/j/85345724218?pwd=T1FrzGBYpoIfvcdrBP9pUdKTr6qgV2.1

Meeting ID: 853 4572 4218

Passcode: 488965

Call in: +16694449171,,85345724218#,,,,*488965# US

Meeting ID: 853 4572 4218

Passcode: 488965

Find your local number: https://us06web.zoom.us/u/keeW9Gwr4

In Accordance with NRS 241 The Chairman reserves the right to change the order of the agenda and if the agenda is not completed to recess the meeting and continue another specified date and time. The public can comment on any agenda item by being acknowledged by the chairperson while the fairboard considers that agenda item.

- Call to order: Chairman
- Action Item **Prior Meeting Minutes**the approval of January 8, 2025, and January 15, 2025, meeting minutes.
- **Board Recommendations:** For Possible Action Review and select applicants for openings on the Elko County Fair Board.
- **Public Comment:** Information Item-Non Action Pursuant to NRS 241 this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.
- For Possible Action **Boys N Girls Club Concert-High Desert Festival:** Discussion and consideration of the Boys N Girls Club summer concerts being the High Desert Festival.
- Elko Swim Meet Banquet: For Possible Action Discussion and consideration of a donation for the Elko Swim Teams Banquet at the Exhibit Hall.
- Livestock Rule Changes: For Possible Action Discussion and consideration of the livestock rules and committee members.
- **Cowboy Mounted Shooting:** For Possible Action Discussion and consideration of the Cowboy Mounted Shooting- Aron Means using the back arena on the available Sundays.
- **Demolition Derby:** For Possible Action Discussion from the Get Wrecked Demo Derby on the current rental rates and consideration of working with them on the rates.
- **Grounds Contracts & Rental Rates:** For Possible Action Discussion and consideration of the changes made to the contracts for ground rental rates including an added fee on concessions and liquor sales for 2025.
- 2025 Elko Co Fair Planning Racing Parimutuel 2025: For Possible Action . Update on progress with 2025 Elko Co Fair planning and events and hiring a tote board / parimutuel machine contractor.



• Grounds Report Update:

For Possible Action

Discussion and consideration of the projects that have been done, going to be done with the improvement and upkeep of the Elko County Fairgrounds, Clubhouse improvements and items to present to the county budget committee.

Treasurers Report for Possible Action

- Discussion and consideration of the monthly financial report, present bills needing to be paid/and bills already paid.
- <u>Committee Reports:</u>

For Possible Action

- Discussion on reports from the: Office: JJ Roemmich
 Home Arts/Admissions: Cori Rainwater
- Home Arts/Admissions: Cori Rainwater
 Stockhorse: John Ross Tony Buzzetti, Jay Dalton
- Marketing-Promotions: Daryl Santos, JJ Roemmich
- Racing-Pari-mutuel: Justin McDermott, Yolanda Duran
- Vendors/Concessions:
- Livestock Show & Sale: Jay Dalton, Tony Buzzetti
- Other Committees reporting

• <u>Public Comment:</u>

Information Item-Non Action

This time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

Next Meeting dates: March 12, 2025, at 5:30 pm

Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

ADJOURNMENT

This Notice is posted pursuant to NRS 241 as amended by the 2023 Legislature and was posted at the following places no later than three full working days before the meeting: Posted on February 6, 2025

Elko County Managers Office bulletin board, Elko Post Office, Elko County Fairgrounds office, Elko County Fair Website www.elkocountyfair.com

REQUEST FOR AGENDA INFORMATION:

The public may acquire this agenda and supporting materials, pursuant to NRS 241 by contacting JJ Roemmich, Executive Assistant, at (775)397-2769 or via Email: ecfbsecretary@gmail.com or on the website www.elkocountyfair.com

ELKO COUNTY FAIR BOARD PUBLIC MEETING MINUTES WEDNESDAY JANUARY 8, 2025 5:30 pm Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801

BOARD MEMBERS PRESENT:

Tony Buzzetti Justin McDermott John Ross Cori Rainwater

BOARD MEMBERS & STAFF NOT PRESENT: Angela Taravella

STAFF PRESENT

J.J. Roemmich, Secretary/Treasurer Justin Reeves, Grounds Manager

Daryl Santos Yolanda Duran-Parimutuel

Jay Dalton

GUESTS:

Tabitha McGarr	Yeena McGarr	Allie Preston	Taylor Preston	Bryn Preston
Miranda Preston	Randi Preston	Angie Chappell	Colt Stoddard	Rebekah Dohl
Alvaro & Shammy Rodr	iguez Gerald	Ackerman	Lori Gilbert	Brennen Casey
Pat & Cathy Laughlin	Rob Chiquetta	Chip Stone- City o	f Elko 🛛 John & Susan	Wright
Belinda Stoddard	Scott Manoukian			
		* * * * * *	* * * * * *	

Elko County Fair Board Vice Chairman Justin McDermott called the regular monthly meeting to order at 5:33 p.m.

Minutes: Action Item

Meeting Minutes from the Regular monthly meeting November 13, 2024. Jay Dalton moved to approve the meeting minutes as presented, John Ross seconded the motion, all board approved.

Board, Staff & Committee Vacancies / Appointments:

Appoint board- Tony Buzzetti approved today by the Elko County Commissioners. Justin McDermott made a motion for Tony Buzzetti to remain the chairman of the board Cori Rainwater seconded all approved. John Ross moved that Justin McDermott remain in the vice chairman Position as well be moved over to the Livestock Committee also racing committee head, Cori Rainwater for Home Arts/ Admissions, John Ross Stockhorse, Livestock Jay Dalton. Jay Dalton seconded the motion all approved. Jay Dalton moved to amend the motion to add Angela Taravella for vendors / concessions. Cori Rainwater Seconded the motion all approved.

Public Comment: Information Item

Susan Wright asked if they have problems with the livestock committee, do they address that here or to the livestock committee? It was stated to address the livestock committee first then come to the fairboard.

Lori Gilbert asked about the sub-committees and do they report to the fairboard. Tony responded and we have a lot of things to figure out and get this ironed out going forward from here.

There will be a webpage for the livestock committee to have their information on there.

JJ Roemmich reported on the Horse protection Act to go through on Feb 1, 2025. Everyone needs to get involved and sign the petition at Western Justice.

Action Item

Silver State Stampede Committee:

Cathy Laughlin reported that they are fully supporting the fairboard. They are changing the dates of the Silver State Stampede to June 19-22 in 2025. They appreciated the support they have from the Fairboard. They want Elko on the map for all the championship rodeos. SS President Pat Laughlin reported they have spent the money over years to improve the fairgrounds. We get all kinds of crowds now for the rodeo. The floor of the arena is becoming quite an issue, and we need to do some improvements. There is science for the floor of the arena. They will bring a guy who travels around fixing and repairing the arena ground. They take samples of the arena to come up with a mixture to work for this arena. They want to also bring in a blade where they can get it exactly flat, and it will have a laser level on it. We need a new modern drag, and they have done a lot of research for the rodeo. They are looking at a Black Widow drag. They want to move on with this stuff, sit down with the board and figure something out. This will be at the Stampede's expense. If we are interested in having one, they will help us to get one to purchase. The tractor must be a 75-80 horse tractor to run it. These are self-leveling, and they don't leave any wind rows along the side. That is one of the big goals this year. They also added breakaway roping this year for the rodeo.

Cathy reported they have one other request from the fairboard the seating is a challenge. They have gotten 2 more bleachers that



Action Item

Silver State Stampede Committee continued:

are portable. They want more seating and would like to put numbers on the green seats so they can sell the entire grandstands for reserved seating. Pat stated that the fairgrounds could make use of those for the fair too. They would have an assigned seat that would help all that sell tickets. There is no issue with painting more numbers on the stands. Justin McDermott made the motion to approve the date change to June 19-22 and paint the seating for their rodeo and possibly in the future buying a drag. Jay Dalton Seconded all approved.

Racing-Stakes Races & Parimutuel 2025:

Secretary JJ Roemmich presented the stakes races information for advertising. Justin wanted to leave it for the added money that we have used in the past. Continue the Elko / Ely race and run the thoroughbred derby. Justin McDermott makes a motion to keep the added money the same on all the stakes races. John Ross seconded all approved. Justin McDermott called the guy through United Tote and haven't heard back from the guy. Ely and Elko are in the same boat needing a tote / parimutuel contractor. Yolanda and a lady from Ely go to Idaho to see their machines and how they operate. Justin stated there are other people who do the machines, but it is a cost issue.

Vendor Contracts:

Action Item

Secretary JJ Roemmich reported that she has changed the dates in the contracts and didn't know of any other changes that needed to be made to them. Cori Rainwater looked them over and thought it looked ok; the only change was from the fire Marshall and every booth needing a certain type of fire extinguisher we will update them once we have them.

2025 Elko Co Fair Planning:

Action Item

Secretary JJ Roemmich talked to Travis Gerber for a possible concert at the fair and he indicated maybe in 2026. Nicole Grady from Outside Circle they do the work to put on the concerts during the poetry. They might do the same thing during the fair. Kim McKnight asked about doing it at the fairgrounds again as it is hard to do it during the fair. Justin McDermott stated we could have something we could do during the fair on the first weekend. The T-Rex races wanted to take a year off and it might be worth reaching out to them to try again. John Wright suggested the open jackpot breakaway roping. They could have a cutting and use those same cattle for a jackpot. Cowboy Rodriquez suggested that some of the cattle providers do not want them roped. John Wright suggested talking to TJ Shippy. Discussion on breakaway roping. Also possibly run a triathlon with breakaway, barrel racing and end goat tying.

The hot iron branding is a big deal with the fair and they would like to see that come back. Even if we do it for the short round. The contestants really like the calves that NGM provides right now.

Grounds Reports and Improvements Update: For Possible Action Item

Grounds Manager Justin Reeves reported restrooms are still on hold and waiting on ramps to be finished. Things have been quiet for the last couple of months. He would like to meet with individual board members on their wish list about anything that needs to be done he would like to get going on it now. JJ Roemmich presented a list of the some of the improvements that have been mentioned to her or have been mentioned at past meetings. John Wright mentioned we have a big problem with handicap parking during the fair. It is a problem, and we could possibly get handicap parking behind the exhibit hall and along the fence to the grandstands. Designate the 30 spaces paved lot for handicap only and behind the exhibit hall.

Treasurers Report:

Action Item

JJ Roemmich presented the report from November 14, 2024, to January 7, 2025. Bills paid, bills still owed and any for claims to the funds. The total bills paid/unpaid were \$46,022.52 Justin McDermott moved to accept the report of the total bills paid were \$46,022.52 Jay Dalton seconded. All approved.

<u>Committee Report</u>: For Possible Action Item

- Office: JJ Roemmich reported we need to redo the website to add a livestock page. Meeting with the sponsor seekers for this year next week. Nothing else to report.
- Home Arts/Admissions: Cori Rainwater reported she has talked to Jan Petersen to get grant funding for improvements to the Home Arts building. Nothing else to report.
- Stockhorse: John Ross reported talking to Chris Jasmine and the cattle will work the same this year and they do not want them hot ironed. Tony Buzzetti will talk to Chad Steele on the breakaway stuff. Nothing else to report.
- Racing/Pari-mutuel: JJ reported on talking to Andrew Olson Nevada Gaming Control Board and we are still waiting on a ruling for the bad tests from the fair. Yolanda and Pooch have been in touch with Ely Parimutuel person to get something going on the parimutuel machines. Nothing else to report.
- > <u>Vendors/Concessions:</u> Nothing to report.
- Marketing and Promotions: Daryl Santos will work with JJ on reaching out to trade sponsors. nothing to report.
- Livestock Show & Sale- Committee- Tony Buzzetti reported he has removed himself from the committee. The committee secretary is looking at the duties of volunteers. There was a letter prepared for all the buyers to explain the situation as it has been a horrible experience. We were involved with all the effected buyers and due to the livestock sale and kids selling animals the committee didn't feel that the kids needed to be notified to create more heartache. On Dec 4th we had a conversation with the county manager, and we are doing our very best to make this right. We need to have some transparency

Action Item

Action Item

and do our best in the future to make sure we are compliant with open meeting laws. We also have some more people who want to volunteer for the different species. Jay Dalton is the Chairman of the committee, and he reported that we have purchased 12 replacement steers and 2 have been delivered. The other 10 will be delivered around the 18th. Ida Beef has really bent over backwards to help us make this right. Jay Dalton traveled up there at his own cost/expense pick the beef, tour the facility and handle this situation. John Wright asked about the other effected buyers and if they have not been contacted are those are not getting any beef. Ben McKnight stated we have a few to address on a smaller scale and they will be dealt with later. Angie Chappell stated her daughter's sheep was not the actual sheep that the buyer received and there were several that didn't get all the sheep they should have gotten. Lori Gilbert asked about how many had to be replaced. 13 head so far have had to be replaced in full. One was a resale that opted for their money back and the other 12 were replaced. There were 5 sheep that didn't get brought back and the meat processor replaced those himself. Justin stated that listening to the meeting today we can't have the committee making these decisions without reporting to the fair board. We need to have a livestock meeting and make sure how we are going to go forward and an advisory to the fairboard.

Lori Gilbert asked is the fairboard going to invite the 4-H back at any time. Tony responded that in the past there were some issues that involved the county commissioners and Ivory Lisle from UNR. The benefit when the Elko Co Fair Livestock Committee took it over so all kids can show that are Elko County not just be 4-H.

The new rules and regulations that have gone around, have they been passed? Tony reported that it had gone out and some of them aren't a good idea and might need to be looked at. Also, another question they asked is about shearing 6-8 weeks before and can that be looked at. Susan Wright reported on the boot issue as it is a standard across everywhere in the US. It must be a leather soled shoe with a heel. Susan would donate shoes to that child if they were financially strapped.

Tabatha McGraw reported on some suggestions she submitted to the county commissioners today. They have been volunteers for years. We try to show appreciation by volunteering, and they feel they have been left out as club leaders from planning. One of the items from today's meeting was the Nv open Meeting law any entity must do that. She suggests a subcommittee on finances and rules that will help with administration. We need an update to the rules and guidelines for a committee to handle those situations. Terms of market of sale and around town market day. Need to write out all the verbal / traditional rules for everyone to see. Reviewing the rules and guidelines for the updated state showing. Clear definition of the terms of the livestock sale. The animals are sold live and left out of the carcass contest, and it needs to be clearer that all animals are an end-of-life sale. The awards need to be the same for each area. The last few years the only award the small animals get are Championship. It needs to be the same across the board.

Also, we need to get a letter out on Facebook, social media, website and in the newspaper. How was the carcass contest done and she would like some follow up on that and know how it was done. Don Noorda did the carcass contest and he was happy with the facility and talked highly about the facility. She is asking for clear communication in the future with everything. There is a request to have a youth representative on the livestock committee. They are involved in everything also suggested to have the youth ambassadors chosen or elected earlier and have them be on the committee or to have a voting say. Tony reported we have to all work together and move ahead together. This is a very big deal, and we have many divisions that need to all have a say and work together. The rules have been asked about the Ben replied that we need to go back over some of them and his opinion we will have to revisit some of them. Justin suggested some of these rules needs to be in 2 years placement, so it takes effect in 2 years. So, people have a chance to wrap their heads around it. Angie asked about the 5-year rule and instead of bringing a breeding project back they would like to ask to consider bringing in a market animal and make them do a showmanship class instead of breeding project. Nothing new to report.

> **<u>Other reporting items:</u>** nothing to report.

Public Comment: Information Item

Lori Gilbert asked about the 2 vacant positions. Can it be someone at large or do they need to have knowledge of the specific areas that are being advertised. It is desirable that we have a person that knows about those different areas. She would like to help us fill those positions.

Amanda reported that once we have applicants the commissioners will appoint them in Feb before our meeting

Next Regular Meeting Date: Wednesday February 12, 2025 @ 5:30 pm Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

Meeting Adjourned.

Respectfully Submitted, JJ Roemmich Jennifer JJ Roemmich Elko County Fairboard Secretary

ELKO COUNTY FAIR BOARD PUBLIC SPECIAL BOARD MEETING MINUTES WEDNESDAY JANUARY 15, 2025 5:30 pm

VIA ZOOM ONLINE ONLY

BOARD MEMBERS PRESENT:

Tony BuzzettiJustin McDermottAmelia WakleyJohn Ross

Jay Dalton Cori Rainwater

BOARD MEMBERS & STAFF NOT PRESENT:

Justin Reeves Daryl Santos

STAFF PRESENT

J.J. Roemmich, Secretary/Treasurer

GUESTS:

Lori Gilbert Miranda Jaime Slagowski Angie Chappell Tabitha McGraw

Elko County Fair Board Chairman Tony Buzzetti called the Special Board meeting to order at 6:00 p.m.

Public Comment: Information Item

None

Legal Action / Decision: For possible action

Discussion on obtaining McConnell Law Offices to go forward with legal action due to fraudulent activity by Opa Meats/Jensen Meat Company LLC Brian Jensen. Justin McDermott moved to retain McConnell Law Offices for legal services for action against Opa Meats/Jensen Meat Company LLC Brian Jensen. Jay Dalton Seconded the motion. Approved by Cori Rainwater, John Ross, Angela Taravella, Justin McDermott, Jay Dalton, Chairman Tony Buzzetti No one opposed.

Public Comment:

Information Item

Tabitha McGarr asked about what the legal action is and Tony Buzzetti responded civil action against the meat company Opa Meats/ Jensen Meat Company LLC.

Jaime Slagowski asked what is the USDA's role in all this? Tony Buzzetti responded we have asked the same question, and our legal council will be asking it too. No Other public comment.

Next Regular Meeting Date: Wednesday February 12, 2025 @ 5:30 pm Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

Meeting Adjourned.

Respectfully Submitted, JJ Roemmich Jennifer JJ Roemmich Elko County Fairboard Secretary



EVENT DATES: EVENT TYPE:		COUNTY			
ELKO COUNTY AGRICULTURAL AKA: ELKO COUNTY FAIR BOAR P O Box 2067 Elko, Nevada 89803		100 YEARS			
This Agreement of Lease, made and enter by and between ELKO COUNTY AGRI organized and recognized state institution and called the ELKO COUNTY FAIR B	SUBLEASE ered into this day of CULTURAL ASSOCIATION, Agricultural n pursuant to and by virtue of Chapter 547, N COARD, by and through its duly authorized of Chapter 547, N Party of the Second Part, hereinafter c	District #4, a duly NRS, commonly known as officers, Party of the First			
Contact Information: Name:					
Mailing Address:	City:St.:	Zip:			
	E-Mail:				
	WALK THRU WITH GROUNDS MANAGER BI				
agreements herein contained and to be paid, kept and performed by Sublessee, does hereby lease, demise and rent to the Sublessee these portions hereinafter designated as those certain premises known generally as the Elko County Fair Grounds, together with such personal property as hereinafter indicated, all of which are situated in the City of Elko, County of Elko, State of Nevada: NOTE: The Clubhouse is not included in any of the following leases. <u>FAIR GROUNDS RENTAL RATES</u> All events are required to provide proof of insurance, city & health permits and liquor licenses.					
	NDABLE due at time of booking) will be added towards fe	-			
Cleaning Deposit-required (can be refundable towards total bill once event is cleaned up) \$500.00					
<u>Ticketed/Gated Events</u> \$600.00 PER DAY OR 10 % OF GROSS TICKET SALES each day WHICHEVER IS GREATER ALSO 12 % OF ALL FOOD & ALCOHOL SALES each day (CASH REGISTER RECEIPTS ARE REQUIRED) ADDT'L CLEANING DEPOSIT WILL APPLY TO EVENT. ***(includes grandstands, main arena, concessions; only if managed by leasee; cowboy bar, announcers stand, lights until 10:30pm after that the lights \$40.00 / hour) ***(if concessions stand/cowboy bar is outsourced to another group, they are required to fill out a contract, provide insurance and rental/cleaning fees)					
	roof of insurance, city & health permits and liquor	· licenses.			
is the Events responsibility to bring in dirt and ren <u>EXCLUSIVITY OF GROUNDS</u> - \$4,500	n event. If event needs additional dirt or setup this nove it.).00 per day or \$2,500.00 per day for multiple days di	\$1,000.00 scount.			
Additional 12% of all food & alcohol sa <u>Grandstand & Main Arena Area Day U</u> Includes: main arena, sound system, con <i>DOES NOT INCLUDE CONCESSIO</i>	se Only non-ticketed event: rrals, announcer stand, grandstand & parking lot	\$500.00 per day			
Multiple Event Discount Non ticketed (3 of	or more dates scheduled Grandstand & Arena Area Only)	\$300.00 per day			
DOES NOT INCLUDE CONCESSIOn 2 nd Arena (back arena) Includes: arena, set	ound system & announcers stand.	\$350.00 per day			
DOES NOT INCLUDE CONCESSIO Grandstand, Main and back Arena Are Staff Assistance-All set up / tear down of		\$40.00 per hour for lights \$50.00 per hour			
Large Concession Stand (\$1,000.00 Add	litional Refundable Cleaning Deposit)	\$400.00 per day			
Concessions Trailers / Food Trucks		\$50.00 each per day			
Bleachers (Portable)- each seat 284 (2 av	ailable)	\$580.00 per day			
Exhibit Building Set Up/tear down Day	(must be paid to receive keys early)	\$200.00 per day			

_Exhibit Building Use (required	cleaning deposit \$500.	00)		\$1,200.00 per day
Tables \$5.00 each	(circle one)	Chairs \$1.00 each	\$	#
Auction Barn (includes small	concession stand) ***			\$1,000.00 per day
Bull Barn				\$300.00 per day
Racing Office				\$100.00 per day
Cowboy bar				\$150.00 per day
_Sheep Barn				\$150.00 per day
Clubhouse (skybox in grandstan	ds)			\$500.00 per event
Pari-Mutuel Building				\$60.00 per day
Corrals only			\$80.00 per day	/ \$250.00 per month
Corrals Overnight Truckload	I			\$150.00 per truck
Monthly Stall Rent				\$120.00 per month
Monthly Tack Stall Rent				\$10.00 per month
Overnight Stall rent (nonever	nt)			\$20.00 per day
Winter Tank Heater Charge	(additional to monthly rent)			\$50.00 per month
R. V. Overnight full hook up	s (only allowed during	events)		\$40.00 per night
R.V. Overnight Dry (only allo	owed during events)			\$20.00 per night
Additional Electrical Hook u	р			\$15.00 per day

*** NOTICE: Stalls for events are billed at \$10.00 per stall for the event. For Single Day Events, an actual stall count will be used, for events lasting more than one day, the single highest one-day stall count will be used. The fairground's

manager will count stalls with an event representative if the representative isn't available or doesn't show up at a designated time the superintendent's count stands as counted and reported.

*One day starts at 8:00 A.M. and ends 24 hours later. (8:00 A. M. the next day) Deposit: A one-time non-refundable reservation deposit of \$250.00 shall be paid by the Sublessee to the Sublessor

at the time this Sublease is signed by both parties to reserve date. Ticketed events will also have to pay the additional \$1,000.00 for Track/Arena preparations due when the event is scheduled. If an event outsources the concessions stand, the entity that is using it MUST fill out a contract, provide insurance and pay the cleaning deposit/ rental fees of the concessions stand. All events must provide proof of City of Elko, Heath Dept permits and all liquor licenses. All remaining balances are due within 30 days after a ticketed event or a late fee can be charged.

Only those items above checked shall be subject to the provision of this lease and in no event shall the residences on the above-described premises or such portion or portions of the Sublessor's office building thereon, required by Sublessor, be considered as being applicable to this lease.

TO HAVE AND TO HOLD for the term of	day(s) beginning at	on the	_day of
, 20, and ending at	on the	day of	,
20, for the purpose only of conducting thereon			

Upon the following terms and conditions:

1. Sublessee hereby acknowledges that the land comprising the herein leased premises now are leased by the City of Elko to the Elko County Fair Board, by that certain Lease Agreement dated July 1, 1992, which said lease is hereby incorporated herein by this reference, and Sublessee agrees to be bound by the specific terms and provision of said Lease, hereby further agreeing to fully indemnify and hold Sublessor and the City of Elko harmless from any responsibility or liability which they or either of them may incur by virtue of this agreement or Sublease or Sublessee's occupancy of the leased premises. Furthermore, Sublessee agrees to add to this Sublease and be bound by any and all amendments, revisions, supplements, or additions to the said Lease, now or hereafter entered into with the City of Elko and to keep Sublessors, and the City of Elko indemnified against all actions,

claims, demands, loss and liability whatsoever in respects to the said covenants, conditions and stipulations or anything relating thereto and in respect to sublessee's occupancy or use of the leased premises.

- 2. Sublessee agrees to pay the Sublessor as rent for said premises and property as hereinabove designated in the manner following.
- 3. The Sublessee hereby acknowledges and agrees that the leased premises have been examined prior to the making of this Lease and the condition thereof is known, and that no representation as to the condition or state of repair thereof has been made by the Sublessor or the City of Elko and the Sublessee hereby accepts the leased premises and all buildings and improvements, thereon, the subject of this lease, in their condition at the date of the execution of this Sublease, except as to the cleanliness as provided in paragraph 13. A representative of the Sublessee and a representative of the Sublessor shall go over the grounds, improvements and equipment, the subject of this lease, the day prior to the commencement of this Lease. Following the conclusion of Sublessee's leasehold term, and more particularly on _______, a representative of this Sublessor and a representative of the Sublesse to grounds, improvements and equipment, the subject of this Lease, and all damages and losses to grounds, improvements, equipment shall be noted and Sublessee shall pay Sublessor the amount necessary to repair all damages or replace all losses no later than the date the rental is due the Sublessor under the terms of this Lease. The amount necessary to repair any damage shall be determined solely by the Sublessor and shall be in addition to the rental as hereinabove provided.

4. The Sublessee covenants and agrees

- (1) That he will not suffer or commit any waste or nuisances on or about said premises.
- (2) That he will not make any repairs, alterations (this includes arena sponsor signs- that they shall remain in place and viewable to spectators during the event), substitutions, construction, or improvements thereon without the prior written consent of the Sublessor.
- (3) that the Sublessor's ground supervisor shall supervise all work done on equipment used on the premises and shall designate which barns, stalls, buildings, corrals, and other buildings and improvements shall be used.
- (4) That he will consult the ground supervisor prior to performing any work, or using any equipment, buildings, or other improvements on the premises and shall abide by the instruction, direction, and decisions of the same ground supervisor. All events are required to do a walk through before the event and after the event with a sign off the conditions of the grounds. Not doing this will possibly result in not refunding the cleaning deposit.
- (5) That he will promptly and fully pay all city charges for excess water consumption, electricity service, telephone service and all other services, utilities, obligations, and charges contracted or incurred by the said Sublessee during his possession or use of said premises.
- (6) Any event outsourcing the concessions stand will have the entities or entity using it provide a contract, insurance and paid (refundable)cleaning deposit as well as rental for concessions stand.
- 5. That should Sublessee be involved in putting on a show that involves the use of any motor driven vehicle, or other means that may cause excessive damage to the facilities at the fairgrounds then, in that event, Sublessee shall deposit with the Fair Board the sum of \$1,000.00 as and for a deposit against such damage, which amount will be returned to Sublessee upon the return of premises to Sublessor and Sublessor making the determination that said premises are in a good state of repair.
- 6. The Sublessee covenants and agrees that he shall and will peaceably quit and surrender said premises to the Sublessor at the termination of his Lease in as good condition as the same now are subject, however, to reasonable wear and tear and damage by the elements.
- 7. It is expressly understood and agreed that if the said premises are damaged, destroyed by fire, catastrophe or other natural causes, the Sublessor shall have no obligation to repair, replace, or reconstruct said premises; that if the damage is so extensive that the premises cannot be used by Sublessee, this lease shall forthwith terminate and the Sublessee shall not be required to pay any rent save and except for the period of time the said premises were used or occupied by the Sublessee. The Sublessee shall be liable to the Sublessor for any damages to the premises caused by the negligence of the Sublessee, his employees, agents, officers, members, contractors, or representatives.
- 8. It is understood and agreed that the Sublessor, the County of Elko and the City of Elko shall not be liable to the Sublessee, his agents, guests, spectators, employees, representatives, officers, members, contractors, contestants, subcontractors, business invitees, licensees or trespassers on the premises or any other person, partnership, corporations association or others, for any damage or loss caused to his or their person or property by water, rain, snow, ice, weather, storm, fire, catastrophe, accident or by breakage, collapse, loss, damage or injury to the

premises. The Sublessee agrees to, and does hereby release, the Sublessor, the County of Elko and the City of Elko, and their representative commissioners, employees, directors, representatives, attorney, agents, servants and officers from liability for any injury, loss or damage resulting from any cause whatsoever and the Sublessee shall and does hereby assume all liability and damages that may arise from any accidents that occur on the premises during the terms of this lease, or any holdover period.

The Sublessee expressly covenants and agrees to indemnify and save harmless the Sublessor, the County of Elko and the City of Elko and their respective commissioners, directors, officers, agents, employees and representatives against all claims, damages or loss arising from the conduct, use or management of or from any work or thing whatsoever done in or about the demised premises or any building or structure thereon or the equipment thereof during said term from any condition of any road, street, vault, passageway or spaces therein or appurtenant thereto, or arising from any act or negligence of the Sublessee or any of his agents, contractors, subcontractors, representatives, officers, members or employees or arising from any accident, injury or damage, whatsoever, however caused, to any person, or to the property of any person, persons, or corporations or proportions, associations, partnerships, clubs and others occurring during said term on, in or about the leased premises and from and against all costs, attorney fees, court costs, expenses and liabilities incurred on or about any such claims or any actions or proceeding brought thereon; and in case action or proceeding be brought against the Sublessor, the County of Elko or the City of Elko or either or any of them or the respective commissioners, directors, officers, agents, employees or representatives by reason of any such claim, the Sublessee on notice from the Sublessor or said County or said 'city shall defend any such action or proceedings by counsel satisfactory to the Sublessor, County of Elko or said City. It is the intention that the Sublessee, at all time, will hold the Sublessor, the County of Elko and the City of Elko and its respective commissioners, directors, officers, representatives, agents and employees free and harmless from any damage, loss, liability or judgment resulting as aforesaid and in furtherance of the covenant, Sublessee further specifically covenants and agrees that he shall and will, during the full term of this Lease, and any extension or renewal thereof, and at his expense in a company or companies acceptable to Sublessor, carry public liability insurance against loss or damage or injury to person or property which may or might occur in, on or about said premises for at least the joint protection of Sublessor, the County of Elko, the City of Elko and the Sublessee in the minimum amount of \$1,000,000.00 per person per accident and \$1,000,000.00 per accident and property damage of \$1,000,000.00.

Ticketed/Gated events using the track will be required to carry public liability insurance against loss or damage or injury to person or property which may or might occur in, on or about said premises for at least the joint protection of Sublessor, the County of Elko, the City of Elko and the sublessee in the minimum amount of **\$1,000,000.00** per person per accident and **\$1,000,000.00** per accident and property damage of **\$1,000,000.00**.

- 9. The Sublessor shall not be liable for any bills, accounts, contracts, charges, or obligations incurred or contracted by the Sublessee, his successors, assigns, agents, representatives, members, officers, or employees and the Sublessee covenants and agrees that he shall not permit or suffer or allow any lien or encumbrance to attaché to the leased premises or property.
- 10. Sublessee covenants and agrees to pay a reasonable attorney fee and all costs and expenses incurred by Sublessor to collect the rent herein reserved, to enforce the provision of this Sublease or to recover possession of the premises.
- 11. The Sublessee shall not assign this Sublease, or any interest herein nor shall he sublet the premises or any portion thereof without the prior written consent of the Sublessor. Any such assignment or subletting contrary to this paragraph shall automatically forthwith forfeit the leasehold herewith granted.
- 12. Any provision, term, condition or agreement of this Lease to the contrary notwithstanding, it is expressly understood and agreed that the Sublessee shall not be liable to Sublessor for damage or loss to the leased premises and the buildings and improvements thereon by an act of God, the elements, collapse or by fire, save and except for such damage or loss as is caused by the negligence of the Sublessee, his employees, officers, representatives, agents or assigns.
- 13. Sublessor agrees that prior to delivery of possession of the premises, Sublessor shall, at his expense, clear the premises of garbage, filth, manure, and other refuse to the extent possible in view of the age and condition of repair of each of the said areas to the end that the premises are, from the standpoint of conditions of cleanliness, ready for use by the Sublessee.
- 14. It is understood and agreed that the racetrack portion of the said premises may be closed by the Sublessee during the term of this lease, provided Sublessee reopens the racetrack at the expiration of the Lease, and repairs any and all damages caused the track by such closing and use of said track area, restoring the premises to the condition they were in prior to Sublessee's taking possession thereof.

15. This Lease shall be binding upon and shall inure to the benefits of the parties, their heirs, executors, administrators, successors and subject to the restriction on assignment, their assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Lease to be executed in duplicate by their duly authorized officer, agents, or representative the day and year first shown above.

AGRICULTURAL DISTRICT NO 4, aka

ELKO COUNTY AGRICULTURAL ASSOCIATION

	ELKO COUNTY FAIR	BOARD	
	By Title	Suble	essor
	By Title	Suble	essee
Grounds rental Event Dates:	Type of R	ental	
Total Amount Due for Grounds R	ental	\$	
Reservation Deposit due (non-refu	_) -\$	deducted from total after event	
Refundable cleaning deposits owe	d to Sublessee after event \$		
Total Amount Due (imm	ediately following event)	\$	

NOTICE:

All Events will need to: provide proof of Health / City of Elko Permits and all liquor licenses.

- Call the City of Elko 775-777-7138 Licensing Technician for all applicable taxes and licenses for ANY event at the Elko County Fairgrounds. At least <u>30 days prior to the event date.</u>
- Set up garbage service prior to the event with Waste Connections AKA Elko Sanitation 738-3771
 Dumpster: Expected attendance dumpster requirements:
 50 to 149 ppl = 1 dumpster
 150 to 249 ppl = 2 dumpster
 Cost per Elko Sanitation Rates 250 to 349 = 3 dumpster
 350 + = 4 dumpsters
 If the event is for more than 4 days long; promoter must schedule one add 'l trash pickup date for all dumpsters.
- Set up porta potty service (if needed) prior to the event with Terrys Pumpin & Potties (775)738-6442
- Required to set up a meeting with the Grounds Supervisor Justin Reeves (775)397-7925 for a walk through of the fairgrounds; or areas of use signing off; before and after event.

NOTE: please return the signed lease, required deposits to hold dates and Proof of Insurance (required to have all deposits TO HOLD A DATE.)

Grounds manager will need to be paid in full before event rental with proof of insurance or there will be no event). If you have any questions, please call Elko County Fairgrounds Manager Justin Reeves 775-397-7925 leave a message and we will return your call ASAP.

ELKO COUNTY FAIR BOARD TREASURERS REPORT

ELKO		COUNTY FAIR BOA					
COUNTY	<u>Period</u>	January 8, 2025 thru Februa 600 Fund Improvement		budgeted for 2024-2025 budget availab	\$21,000.00	According to bills put in \$21,000.00	
A STALL		601 Fund Operating	<u>it i unu</u>		\$54,000.00	\$19,548.03	
AND YEARS				budget availab		\$19,546.03	
4	Collections mth	615 Fund Race Purse Revenue Month	Fund	to date	\$13,387.17 <u>Collections mth</u>	Revenue Month	county fund report
	Jul		\$4,451.29		Jan	Dec	
	Aug	July	\$3,978.29		Feb	Jan-24	
	Sept	Aug	\$4,957.59		Mar	Feb	
	Oct	Sept			Apr	Mar	
	Nov	Oct			Мау	Apr	
	Dec	Nov			Jun	Мау	
Bank Bala	inces						
EFCU #1	current ba	lance	\$70,797.94	Elko Federal Cre	edit Union Chec	king Account	\$40,152.82
		6 Month CD to mature July	\$100,000.00			0	. ,
stockhorse /	Accum in cd	\$15,661.00		Elko County Lives	stock Show & Sale	e checking Accnt	\$12,145.03
EFCU kids	<u>s class CD</u>	\$5,650.26		Elko County Liv	estock Accnt Sa	avings	\$26,021.34
EFCU 03 B	alance race nor	nination monies only**	\$95.41				
	025 Elko Co F	air					
Race Spor	nsors Race Sponso	r c		Stockhorse Boo			
Wells Bus		15		Stockhorse spo Home Arts/Lives		fees	
	ls & Banners			Livestock donat			
QH Futurit				Vendor Booths			\$2,702.63
QH Derby				Merchandise Sa			
TB Derby Racing sta	all deposits			Reserved Seats Box Seats Fair			
BILLS			to claim *	Dox could I un			
Everything	a Elko		410.25	Utili	ties & Services	paid each month	
	-	ard Insurance (audit)	2,866.00		Energy		\$1,432.50
	yment Sec Div		63.13	Elko	Municipal Wate	r Dept	\$866.94
OCG Crea	tive		175.00		thwest Gas		\$525.82
	ons (fuel Card)		112.92		of Elko Landfill		\$88.44
	States Propane)	87.99		Sanitation mont	hly dumpster	\$201.44
Inland Sup	рріу		169.18	Nord From			\$26.97 \$912.55
					County Nev em	nlovee ins	\$3,036.00
				PER	•	ployee ma	\$2,677.53
					roll Taxes		\$1.000.46
				Pay	roll		\$7,843.34
					Daddy		\$18.98
					Pest Service		\$75.00
					y Mountain Sprin		\$13.00 \$2,000.00
				Spo	nson Seekers- Ja	an/Feb	\$2,000.00
				Ir	<u>ncome grnds</u>	Monthly Stalls	\$780.00
						Overnight Stalls	\$440.00
						Electrical hookups	
						Buildings & Grnds Rental	\$360.00
						Reservation Deposits	#004.00
						Hay	\$234.00
						-	
				Room Tax n	noney received	Dec	\$10,087.38
					estock Checks n	ot Cleared	
Elko Fed C	CU Visa	Details on Back	1,716.61			Hesston Vasquez	\$1,651.50
			-			Khloe DelRio	\$1,206.50
	Total to Cla	aim Operating Fund					
		im Improvement fund					
		Total Paid	\$24,320.05	1			

CREDIT CARD CHARGES		
EFCU Visa		LIVESTOCK EXPENSES
21-Jan Office Max-tax forms	\$96.78	
28-Jan Tax 1099.com (w-2)	\$6.57	
28-Jan Tax 1099.com (NEC)	\$80.89	
28-Jan Tax 1099.com (misc)	\$204.24	
29-Jan Amazon-office supplies	\$8.56	
1/31/2025 Fair Entry	\$750.00	
3-Feb Adobe	\$54.99	

\$0.00

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TOTAL

3-Feb ATT

1,716.61

\$514.58

Livestock Advisory Committee Meeting - Notes in RED need to be discussed by the Fair Board

Jan 20th, 2025, 5:30pm

Attendees: Ben McKnight, Justin McDermott, Rebekah Dohl, Aaron Chapell, Karla Kennison, RaeAnn Carroll,

Meeting Called to Order at 5:35pm by Ben McKnight

- 1. Reorganization of the Committee
 - a. It will be an advisory board while we figure out all open meeting laws
 - b. Minutes will go to JJ and will be posted for all the public to see
 - c. We have talked about different ideas on how to run the committee, but we still need to talk about it and wait for us to get Jay back.
 - d. We can still vote on things and then it will go to the fairboard to make it official
 - e. Jay would like to get it back to where it used to be. Where we can make minor changes, but all major decisions will be done by the fairboard.
 - f. Justin said 99% of the time the fairboard will go with what we advise them
 - g. Maybe bring more people on to help.
 - h. Bring two or three more as voting members, Big benefit,
 - i. Pull in Garrett Tomera as a voting member since he has no kids in the game.
 - i. Bring on volunteers to help with the duties.
 - j. Finish the duty list and put it together so that we can assign to those will be helping.i. Get it sent out to the committee
 - k. Adding on RaeAnna to the committee over the rabbits.
- 2. Rule about the breeding animal with the 5th market animal.
 - a. We need a review and a recommendation to send the fair board.
 - b. We were trying to get them to be more committed to the last year.
 - c. We are trying to keep the numbers down.
 - d. One thing that this fair does is that we put a big emphasis on breeding animals. The whole point it to teacher people about the industry.
 - e. Some of it goes money and places to put the animals.
 - f. Yes there is enough places to put the animals in the barns.
 - g. We implement I right away instead of waiting a year to implement
 - h. Potentially have to do a showmanship instead of a breeding animal.
 - i. We will have push back is we change the rule because some kids might not have kept a steer.
 - j. The breeding animal eats a lot. It is hard on the families.
 - k. Aaron made a motion to roll back the breeding project to a showmanship class." Rebekah Second - passed
 - I. Rebekah thinks there will still be push back
- 3. Re-do the opening meeting with parents
 - a. Address why we wanted to change the rule about the 5th market animal.
 - b. Talk about the added money bring it back just figure out the logistics
 - i. Maybe put a limit on it how much it has to be an add on.

- ii. Send it to the committee once we decide to do it.
- c. We need to pick a date
- d. Need to have Jay there so give him a week and then
- e.
- 4. Rulebook
 - a. Go over the rule book and find things that don't make sense and then the committee can look over those. We will have volunteers look at them and bring them back.
- 5. Rest of the meat Ben will contact these buyers about their meat.
 - a. Elko Vet contacted John to say their meat was bad
 - b. John Wright that both of his beef were bad maybe money back on the resale and replace the other. Ben spoke to John after the meeting and he would like to be bought out of the resale animal and have the other animal replaces
 - c. Jared Neff
 - d. Derek Thuranger at least his hamburger. Ben talked to Derek and it is only the hamburger that needs to be replaced
 - e. First Magestic has not contacted the committee but did say it to his buyer that the meat was bad.
 - f. We need Justin's help coming up with these.
 - g. Jay said we can get them partial boxes.
 - h. A public apology about the meet. Bring it to the fairboard and allow them to make the decision on if we want to print it anywhere.
 - i. We will probably loose a couple buyers because of this and the way it was handled.
- 6. Kim's Normal administrative stuff go ahead and move forward.
 - a. Dates for all activities
 - i. Steer forms Jan 31st with photo
 - ii. Steer tags picked up at 1041 Idaho Street from Rebekah during 8-3pm
 - iii. Youth Ambassador program application and open it up to intermediates. Turned in in 4 weeks
 - iv. Steer tagged photo April 1st
 - v. Goat and Sheep in possession by 1st of June You will fill out form and take the photo at the tagging day
 - vi. June 14th Sheep and Goat Tagging Day 8-11am
 - vii. July 31st poultry and rabbit form and photos turned in
 - viii. Around the town day Wednesday August 6th at 9am Need to get drivers
 - ix. Clean up day August 16th 9am
 - x. Amy Ellison Youth Camp Aaron will contact her and let me know the dates and how much.
 - b. The bird flu might effect the poultry
- 7. Butcher
 - a. Do a good deep investigation
 - b. IDA meats has been good
 - c. We talked to the Smalls about getting a few places
 - i. Ben will contact them about those places.
 - d. If we have to find a separate place to find a different place for the small animals.

- i. Karla can look at small animal butcher if we can't find one Karla will do it.
- e. USDA vs Non USDA
 - i. USDA didn't help us out.
 - ii. Have a couple plants in the que so if people wanted it they could have it and then we could some that are not
- 8. Rabbit judge- Please vote to send a contract to Ray Stacy to be the Rabbit Judge for the 2025 Livestock Sale.
 - a. Ray Stacy
 - i. 19872 Santa Fe Rd.
 - ii. Escalon, CA 95329
 - iii. 209-518-9587
 - iv. <u>Rstacy0@yahoo.com</u>
 - v. \$300 and one night in a hotel
- 9. Meeting adjourned at 7:05pm