### Fair Park Committee Members:

Blane Poulson, Chair

Matthew Foelker, Vice Chair

Jennifer Hanneman, Secretary

Al Counsell

**Russell Kutz** 

### FAIR PARK COMMITTEE MEETING AGENDA

January 15, 2015 8:00 a.m.

Jefferson County Fair Park Activity Center – Conference Room 503 N. Jackson Avenue Jefferson, WI 53549

- 1. Call to Order
- 2. Roll call (establish a quorum)
- Certification of compliance with Open Meetings Law Requirements
- 4. Public Comment
- 5. Review agenda
- 6. Approve Minutes of December 4 Meeting
- 7. Communications
- 8. Financial Report
- 9. Resolution Exclusive Fair Park signage agreement
- Discussion and possible action on Marketing Partnerships for 2015-2017
- 11. Discussion and possible action on Fair 2015
- 12. Discussion and possible action on Fair Park business
- 13. Fair Park Director's Report
- 14. Fair Park Supervisor's Report
- 15. Fair Office Report
- 16. Set next meeting date (February 5, 2015) and Potential Future Meeting Agenda Items
- 17. Adjourn

The Committee may discuss and/or take action on any item specially listed on the agenda.

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator 24 hours prior to the meeting at 920/674-7101 so appropriate arrangements can be made

#### Jefferson County Fair Park December 4, 2014 | Meeting Minutes

The Jefferson County Fair Park committee met on Thursday, December 4 at 8:00 a.m. in the Activity Center Conference Room. Present were: (Fair Committee) Jennifer Hanneman, Blane Poulson, Matt Foelker, Russell Kutz, County Administrator Ben Wehmeier, Fair Park Director David Diestler, Marketing/Administrative Assistants Amy Listle and Leslie Pelikan.

Let the record show that a quorum is present, meeting duly noted and the door open.

**Public Comment & Correspondence:** None.

**Communications:** None.

#### **Review of Agenda**

**Minutes:** A motion was made by Jennifer Hanneman to accept the minutes of the November 6 meeting as presented, seconded by Russell Kutz. Motion carried.

**Financial Report:** David Diestler discussed the overall expenses of Fair Park. Expenses for the year will be within budget.

**Discussion and possible action on Marketing Partnerships for 2015-2017:** The Marketing Partnership Agreement with Ott Schweitzer Distributing, Inc. was reviewed. The agreement was the same as it has been for the past three years. There were no other bids submitted. Jennifer Hanneman motioned to approve the marketing partnership agreement with Ott Schweitzer Distributing. Matt Foelker seconded. Motion was passed unanimously.

Discussion and possible action of Fair 2015: No action necessary.

**Director's Report:** David Diestler discussed the progress on picking a new ticketing company. A new company will be in place by January 1, 2015. A revised rental agreement form is now in place for 2015 which includes an agricultural tourism liability notice. Twenty additional boats will be added for winter storage as a part of an agreement with a marina. A new membership with Pollstar Entertainment will allow staff to easily research talent through a matrix that is offered as a part of the membership. The matrix gages the popularity and price of artists/groups.

**Supervisor's Report:** David Diestler discussed a recent safety audit conducted at Fair Park. Detailed documentation and proper containers for flammable items will need to be installed to comply with the audit.

**Fair Office Report:** Amy Listle discussed the set-up of new electronic tablets for judging, online entries and ticket sales for fair.

**Next Meeting:** Upcoming meetings were set for January 15 and February 5, 2015 at 8:00 a.m. in the conference room of the Activity Center.

With no further business, Blane Poulson made a motion to adjourn the meeting. Russell Kutz seconded. Motion carried. Meeting adjourned at 8:58 a.m.

Jefferson County Fair Park Totals Date Ran Period 12/19/2014 November

2014

Year

92.00%

		YTD	Total	Annual	Percentage
Business Unit	Description	Actual	Budget	Remaining	Of Budget
6901 Fair Park	Revenue	(507,243.87)	(505,300.00)	1,943.87	100.38%
	Expenditures	641,474.76	703,032.00	61,557.24	91.24%
	Other Sources	-	-	-	0.00%
Total		134,230.89	197,732.00	63,501.11	67.89%
	_				_
6902 Fair Week	Revenue	(576,101.52)	(648,800.00)	(72,698.48)	88.79%
	Expenditures	556,798.01	648,800.00	92,001.99	85.82%
	Other Sources	-	-	-	0.00%
Total		(19,303.51)	-	19,303.51	0.00%
<b>Total All Business Units</b>	Revenue	(1,083,345.39)	(1,154,100.00)	(70,754.61)	93.87%
	Expenditures	1,198,272.77	1,351,832.00	153,559.23	88.64%
	Other Source	-	-	-	0
Grand Total Fair Park		114,927.38	197,732.00	82,804.62	58.12%

Fair Park 6901 Fair Park Date Ran 12/19/2014 Period November Year 2014

Revenues 92.00%

			YTD	Total	Annual	Percentage
Acct Nun	nber	Description	Actual	Budget	Remaining	Of Budget
						0%
	457010	SPONSOR REVENUE	(40,000.00)	(40,000.00)	-	100.00%
	457023	OTHER PUBLIC CHARGES	(321.00)	-	321.00	0.00%
	457025	HORSE SHOW FEES	(72,573.00)	(26,500.00)	46,073.00	273.86% PR
	457026	SHAVING SALES	(30,410.60)	(32,000.00)	(1,589.40)	95.03%
	457031	ADMISSION REVENUE	(7,184.54)	-	7,184.54	0.00%
	474169	FAIR BILLED	(4,000.00)	(4,000.00)	-	100.00%
	482012	BUILDING RENTAL	(134,905.16)	(184,000.00)	(49,094.84)	73.32%
	482013	STALL RENTAL	(78,444.81)	(91,000.00)	(12,555.19)	86.20%
	482014	WINTER STORAGE RENTAL	(40,604.59)	(37,500.00)	3,104.59	108.28%
	482015	SPACE-FOOD VENDOR	(18,085.07)	(18,500.00)	(414.93)	97.76%
	482016	SPACE-BEVERAGE VENDOR	(16,119.71)	(20,000.00)	(3,880.29)	80.60%
	482017	SPACE-OTHER VENDOR	(15,909.37)	(2,300.00)	13,609.37	691.71% PR
	482021	CAMPING FEE OTHER	(41,238.34)	(48,000.00)	(6,761.66)	85.91%
	483004	SALE SALVAGE & WASTE	(6,325.00)	-	6,325.00	0.00%
	486001	VENDING COMMISSION	(1,122.68)	(1,500.00)	(377.32)	74.85%
Totals			(507,243.87)	(505,300.00)	1,943.87	100.38%

Expenditures

		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
511110	SALARY-PERMANENT REGULAR	69,170.46	97,092.00	27,921.54	71.24%
511210	WAGES-REGULAR	72,390.70	51,273.00	(21,117.70)	141.19%
511220	WAGES-OVERTIME	1,631.49	1,683.00	51.51	96.94%
511230	WAGES-REGULAR OVERTIME	46.66	-	(46.66)	0.00%
511240	WAGES-TEMPORARY	5,578.32	13,216.00	7,637.68	42.21%
511310	WAGES-SICK LEAVE	5,530.01	-	(5,530.01)	0.00%
511320	WAGES-VACATION PAY	3,490.26	-	(3,490.26)	0.00%
511330	WAGES-LONGEVITY PAY	369.69	238.00	(131.69)	155.33%
511340	WAGES-HOLIDAY PAY	4,623.53	-	(4,623.53)	0.00%
511350	WAGES-MISCELLANEOUS(COMP)	10,136.26	-	(10,136.26)	0.00%
511380	WAGES-BEREAVEMENT	103.31	-	(103.31)	0.00%
512141	SOCIAL SECURITY	13,630.62	12,434.00	(1,196.62)	109.62%
512142	RETIREMENT (EMPLOYER)	9,345.83	10,259.00	913.17	91.10%
512144	HEALTH INSURANCE	58,548.12	28,625.00	(29,923.12)	204.53%
512145	LIFE INSURANCE	40.71	29.00	(11.71)	140.38%
512146	WORKERS COMPENSATION	132.30	4,000.00	3,867.70	3.31%
512148	UNEMPLOYMENT COMPENSATIO	-	3,500.00	3,500.00	0.00%
512173	DENTAL INSURANCE	4,516.25	2,520.00	(1,996.25)	179.22%
521216	JANITORAL	1,740.00	1,700.00	(40.00)	102.35%
521219	OTHER PROFESSIONAL SERV	-	1,000.00	1,000.00	0.00%
521297	STALL CLEANING	4,647.00	4,500.00	(147.00)	103.27%
521649	SECURITY SERVICES	-	350.00	350.00	0.00%
529170	GROUNDS KEEPING CHARGES	18,028.62	18,226.00	197.38	98.92%
529299	PURCHASE CARE & SERVICES	-	500.00	500.00	0.00%
531001	CREDIT CARD FEES	52.82	600.00	547.18	8.80%
531008	HAZARD RECYCLE CHARGES	-	150.00	150.00	0.00%
531298	UNITED PARCEL SERVICE UPS	14.20	200.00	185.80	7.10%
531301	OFFICE EQUIPMENT	1,331.88	2,000.00	668.12	66.59%
531303	COMPUTER EQUIPMT & SOFTWA	1,001.84	2,000.00	998.16	50.09%
531304	NONCAPITAL AUTO	5,004.00	950.00	(4,054.00)	526.74% PR
531311	POSTAGE & BOX RENT	1,603.26	1,350.00	(253.26)	118.76%
531312	OFFICE SUPPLIES	1,579.09	2,750.00	1,170.91	57.42%
531313	PRINTING & DUPLICATING	1,509.96	1,200.00	(309.96)	125.83% PR
531314	SMALL ITEMS OF EQUIPMENT	13,438.83	15,000.00	1,561.17	89.59%

531320 SAFETY SUPPLIES	21.25	250.00	228.75	8.50%
531322 SUBSCRIPTIONS	99.75	110.00	10.25	90.68%
531324 MEMBERSHIP DUES	2,708.10	1,700.00	(1,008.10)	159.30% *
531326 ADVERTISING	4,618.52	7,000.00	2,381.48	65.98%
531349 OTHER OPERATING EXPENSES	1,383.92	1,600.00	216.08	86.50%
531351 GAS/DIESEL	19,363.90	14,000.00	(5,363.90)	138.31% PR
531367 WOOD SHAVINGS	30,303.50	27,000.00	(3,303.50)	112.24%
532325 REGISTRATION	421.00	1,000.00	579.00	42.10%
532332 MILEAGE	205.30	1,300.00	1,094.70	15.79%
532334 COMMERCIAL TRAVEL	-	700.00	700.00	0.00%
532335 MEALS	250.53	500.00	249.47	50.11%
532336 LODGING	2,371.01	2,100.00	(271.01)	112.91%
532339 OTHER TRAVEL & TOLLS	-	20.00	20.00	0.00%
533221 WATER	14,968.34	7,300.00	(7,668.34)	205.05% PR
533222 ELECTRIC	36,817.93	43,000.00	6,182.07	85.62%
533223 SEWER	6,931.94	7,800.00	868.06	88.87%
533224 NATURAL GAS	11,433.91	8,700.00	(2,733.91)	131.42% PR
533225 TELEPHONE & FAX	2,230.02	1,950.00	(280.02)	114.36%
533235 STORM WATER UTILITY	12,322.43	14,900.00	2,577.57	82.70%
533236 WIRELESS INTERNET	480.12	500.00	19.88	96.02%
535232 GRAVELING	3,952.94	6,000.00	2,047.06	65.88%
535242 MAINTAIN MACHINERY & EQUIP	10,769.97	9,000.00	(1,769.97)	119.67%
535245 GROUNDS IMPROVEMENTS	7,684.74	17,000.00	9,315.26	45.20%
535247 BLDG REPAIR & MAINT	20,822.47	30,000.00	9,177.53	69.41%
535297 REFUSE COLLECTION	19,149.19	13,000.00	(6,149.19)	147.30% PR
535347 BEVERAGE PURCHASES	12,694.85	15,000.00	2,305.15	84.63%
535349 OTHER SUPPLIES	84.72	100.00	15.28	84.72%
535352 VEHICLE PARTS & REPAIRS	3,586.01	6,000.00	2,413.99	59.77%
535355 PLUMBING & ELECTRICAL	8,536.68	14,000.00	5,463.32	60.98%
536533 EQUIPMENT RENT & LEASE	11,761.24	8,000.00	(3,761.24)	147.02% PR
571004 IP TELEPHONY ALLOCATION	1,108.25	1,209.00	100.75	91.67%
571005 DUPLICATING ALLOCATION	496.87	542.00	45.13	91.67%
571007 MIS DIRECT CHARGES	1,048.54	-	(1,048.54)	0.00%
571009 MIS PC GROUP ALLOCATION	7,202.25	7,857.00	654.75	91.67%
571010 MIS SYSTEMS GRP ALLOC(ISIS)	3,297.25	3,597.00	299.75	91.67%
591519 OTHER INSURANCE	5,914.20	6,226.00	311.80	94.99%
594810 CAP EQUIPMENT	58,524.00	74,500.00	15,976.00	78.56%
594821 CAP IMPRV LAND	1,838.10	40,000.00	38,161.90	4.60%
594822 CAP IMPRV BLDG	6,835.00	32,226.00	25,391.00	21.21%
	641,474.76	703,032.00	61,557.24	91.24%

Other Financing Sources (Uses)

Totals

		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
					0%
Totals		-	-	-	0.00%
Total Business Unit		134,230.89	197,732.00	63,501.11	67.89%

Fair Park 6902 Fair Week Date Ran 12/19/2014 Period November Year 2014

Revenues 92.00%

					32.0070
		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
42100	1 STATE AID	(7,034.08)	(6,400.00)	634.08	109.91%
45700	5 RESERVED SEATING FEES	(46,720.58)	(41,000.00)	5,720.58	113.95%
45700	9 CONTEST ENTRY FEES	(800.00)	(850.00)	(50.00)	94.12%
45701	O SPONSOR REVENUE	(77,459.30)	(145,000.00)	(67,540.70)	53.42%
45701	1 GATE RECEIPTS	(239,632.00)	(240,000.00)	(368.00)	99.85%
45701	3 STALL & PEN FEES	(6,386.00)	(6,000.00)	386.00	106.43%
45702	21 PREMIUM BOOK SALES	(210.00)	-	210.00	0.00%
45702	9 FFA ENROLLMENT	-	(2,000.00)	(2,000.00)	0.00%
45703	0 CREDIT CARD SURCHARGE	-	(1,550.00)	(1,550.00)	0.00%
45900	01 SODA	(6,890.02)	(15,500.00)	(8,609.98)	44.45%
48201	5 SPACE-FOOD VENDOR	(31,369.29)	(32,000.00)	(630.71)	98.03%
48201	6 SPACE-BEVERAGE VENDOR	(81,553.63)	(80,000.00)	1,553.63	101.94%
48201	7 SPACE-OTHER VENDOR	(29,294.93)	(35,000.00)	(5,705.07)	83.70%
48201	8 SPACE-CARNIVAL	(25,088.21)	(25,000.00)	88.21	100.35%
48201	9 CAMPING FEE 4-H	(22,446.00)	(15,000.00)	7,446.00	149.64% PI
48202	20 CAMPING FEE VENDOR	(1,217.48)	(3,500.00)	(2,282.52)	34.79%
otals		(576,101.52)	(648,800.00)	(72,698.48)	88.79%

Expenditures

		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
•	•	•		•	0%
511110	SALARY-PERMANENT REGULAR	41,552.16	41,611.00	58.84	99.86%
511210	WAGES-REGULAR	47,583.50	73,062.00	25,478.50	65.13%
511220	WAGES-OVERTIME	898.79	1,683.00	784.21	53.40%
511240	WAGES-TEMPORARY	42,497.64	27,977.00	(14,520.64)	151.90% *
511330	WAGES-LONGEVITY PAY	-	135.00	135.00	0.00%
512141	SOCIAL SECURITY	10,203.02	10,960.00	756.98	93.09%
512142	RETIREMENT (EMPLOYER)	7,534.52	9,339.00	1,804.48	80.68%
512143	RETIREMENT (EMPLOYEE)	824.07	638.00	(186.07)	129.16%
512144	HEALTH INSURANCE	4,671.38	35,524.00	30,852.62	13.15%
512145	LIFE INSURANCE	1.60	18.00	16.40	8.89%
512173	DENTAL INSURANCE	538.97	2,502.00	1,963.03	21.54%
514151	PER DIEM	1,325.00	1,500.00	175.00	88.33%
521219	OTHER PROFESSIONAL SERV	1,100.00	4,500.00	3,400.00	24.44%
521647	VETERINARY SERVICES	698.25	950.00	251.75	73.50%
521648	AMBULANCE/EMS SERVICES	-	3,800.00	3,800.00	0.00%
521649	SECURITY SERVICES	5,103.43	4,500.00	(603.43)	113.41%
529299	PURCHASE CARE & SERVICES	5,800.00	5,000.00	(800.00)	116.00%
529301	FAIR GATE WORKERS	5,640.70	6,100.00	459.30	92.47%
529302	FAIR JUDGES	7,352.50	7,000.00	(352.50)	105.04%
529303	FAIR SUPERINTENDENTS	5,500.00	7,200.00	1,700.00	76.39%
529304	FAIR PARKING SERVICES	1,800.00	1,800.00	-	100.00%
529312	FAIR CONCERT WORKERS	187.50	-	(187.50)	0.00%
531001	CREDIT CARD FEES	2,705.46	1,400.00	(1,305.46)	193.25%
531101	TICKETS/ENTRY TAGS	4,421.14	3,800.00	(621.14)	116.35%
531102	TROPHIES/PLAQUES	465.00	950.00	485.00	48.95%
531103	RIBBONS	2,855.10	2,500.00	(355.10)	114.20%
531181	PREMIUMS	19,641.25	20,000.00	358.75	98.21%
531182	FAIR WEEK SPECIAL ACTS	185,863.73	195,000.00	9,136.27	95.31%
531183	SPONSOR FEES	5,830.88	8,000.00	2,169.12	72.89%
531184	FAIREST OF THE FAIR	676.42	500.00	(176.42)	135.28%
531311	POSTAGE & BOX RENT	(142.46)	-	142.46	0.00%
531312	OFFICE SUPPLIES	229.01	500.00	270.99	45.80%
531313	PRINTING & DUPLICATING	-	100.00	100.00	0.00%
531314	SMALL ITEMS OF EQUIPMENT	141.93	40.00	(101.93)	354.83%
531326	ADVERTISING	42,487.34	53,000.00	10,512.66	80.16%
531349	OTHER OPERATING EXPENSES	2,387.69	1,500.00	(887.69)	159.18%

Totals		556,798.01	648,800.00	92,001.99	85.82%
	591519 OTHER INSURANCE	3,121.49	3,200.00	78.51	97.55%
	571010 MIS SYSTEMS GRP ALLOC(ISIS)	2,198.13	2,398.00	199.87	91.67%
	571009 MIS PC GROUP ALLOCATION	1,440.12	1,571.00	130.88	91.67%
	536533 EQUIPMENT RENT & LEASE	61,989.58	63,000.00	1,010.42	98.40%
	535355 PLUMBING & ELECTRICAL	8,085.81	7,000.00	(1,085.81)	115.51%
	535347 BEVERAGE PURCHASES	12,571.29	16,000.00	3,428.71	78.57%
	535297 REFUSE COLLECTION	125.78	2,000.00	1,874.22	6.29%
	535247 BLDG REPAIR & MAINT	498.06	3,000.00	2,501.94	16.60%
	535245 GROUNDS IMPROVEMENTS	2,229.89	2,200.00	(29.89)	101.36%
	535242 MAINTAIN MACHINERY & EQUIP	6.58	200.00	193.42	3.29%
	533236 WIRELESS INTERNET	-	430.00	430.00	0.00%
	533235 STORM WATER UTILITY	-	1,182.00	1,182.00	0.00%
	533224 NATURAL GAS	37.25	80.00	42.75	46.56%
	533223 SEWER	734.59	1,400.00	665.41	52.47%
	533222 ELECTRIC	2.79	8,200.00	8,197.21	0.03%
	533221 WATER	4,655.69	1,100.00	(3,555.69)	423.24%
	532332 MILEAGE	195.44	300.00	104.56	65.15%
	531367 WOOD SHAVINGS	530.00	750.00	220.00	70.67%
	531351 GAS/DIESEL	-	1,700.00	1,700.00	0.00%

Other Financing Sources (Uses)

		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
					0%
Totals		-	-	-	0.00%
Total Business Unit		(19,303.51)	-	19,303.51	0.00%

Fair Park 6906 Donations Date Ran Period

Year

12/19/2014 November 2014

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92.00%

					5=10070
		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
485106	FAIR EXPANSION DONATIONS	(11,800.00)	260.79	12,060.79	-4524.71%
Totals		(11,800.00)	260.79	12,060.79	-4524.71%

#### Expenditures

			YTD	Total	Annual	Percentage
Acct N	umber	Description	Actual	Budget	Remaining	Of Budget
						0%
	531349	OTHER OPERATING EXPENSES	1,887.00	-	(1,887.00)	0.00%
	594960	CAPITAL RESERVE	-	15,653.00	15,653.00	0.00%
Totals			1,887.00	15,653.00	13,766.00	12.06%

#### Other Financing Sources (Uses)

		YTD	Total	Annual	Percentage
Acct Number	Description	Actual	Budget	Remaining	Of Budget
					0%
Totals		-	-	-	0.00%
Total Business Unit		(9,913.00)	15,913.79	25,826.79	-62.29%

#### Fair Park Director's Report - Jan. 15, 2015

- 1. Developing logistic/ task sheets for staff
  - a. Material needed
  - b. Map of layout
  - c. Contact Info.
  - d. Confirming location, products, etc.
- 2. Staff New Hires
  - a. Creating Pool Staff
  - b. Hiring two new 1,000 hour workers
  - c. Hiring for Caretaker Position
- 3. Ticketing company ThunderTix
  - a. No Contract
  - b. Flat Rate -- 5,000 tickets = \$1,995.00 or \$.399 per ticket
  - c. Money is directly deposited into our account
  - d. No credit card numbers kept on file
  - e. Limited Social Media
  - f. Reserved Seating Chart -- Updating to provide better schematic for JCFP seating
- 4. Website Update
  - a. Basic core page design completed
  - b. Each page editable by JCFP staff
- 5. Reviewing Media Promotions
  - a. Social Media, email blasts, etc.
  - b. Selling concert tickets to secondary sources (i.e. Stub Hub, etc.)
  - c. Connecting with other websites (i.e. bandsintown.com)
- 6. Sponsorships
  - a. County Board Malt Beverage & Soda
  - b. Working on Financial, Medical Provider & Restaurant
- 7. Revise Vendor Contract Fair
  - a. Simplifying form
  - b. Reducing duplication
  - c. Review Legal documentation
- 8. Entertainment
  - a. Saturday Night entertainer confirmed
  - b. Friday Night entertainer -- waiting for clearance from nearby festival
- 9. Grounds Staff
  - a. Working on catching up on maintenance projects weather permitting
  - b. Gathering items for auction that are no longer needed or obsolete
- 10. Marketing
  - a. Selling advertising on TVs in Activity Center & lobby

#### Jefferson County Fair Park Committee Meeting Thursday, January 15, 2015

#### **Fair Office Report**

- We have been helping Dave review:
  - Ticketing companies
  - o Entertainment ideas
  - Sponsorship proposals and starting to have meetings with sponsors
- Rental agreements for 2015 non-fair events have been reviewed, signed and mailed.
- Attended the Wisconsin Association of Fairs meeting at Chula Vista in Wisconsin Dells.
- Intern Bryce Krull came back to the office and worked on the Fair Management Program between semesters. He is tasked with ensuring the print version of the fair book matches with any changes/ updates implemented since the 2014 fair.

Amy Listle & Leslie Pelikan Marketing/Administrative Assistants

#### **Marketing Partnership Agreement**

This Marketing Partnership Agreement (the "Agreement") is made thisday	of
, 2015, by and between JEFFERSON COUNTY d/b/a JEFFERSO	ΟN
COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson	on,
WI 53549 and - Ott Schweitzer Dist., Inc., Marketing Partner, (MP) with its principal place	of
business at 616 Gateway Drive, Milton, WI 53563.	

**WHEREAS,** THE JEFFERSON COUNTY FAIR PARK provides marketing opportunities in its facility and as part of its community outreach; and

**WHEREAS,** Ott Schweitzer Dist., Inc., desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit <u>Ott Schweitzer Dist.</u>, <u>Inc.</u>, to market with and through THE JEFFERSON COUNTY FAIR PARK on a non-exclusive basis in exchange for certain compensation to be paid by <u>Ott Schweitzer Dist.</u>, <u>Inc.</u>

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### I. Recitals.

The foregoing recitals are made a part of this Agreement.

#### II. Term.

The Term of this agreement is <u>3</u> years, as outlined in Exhibits A and B.

#### **III.** Marketing Partnership.

- **A.** During the Term of this Agreement, THE JEFFERSON COUNTY FAIR PARK hereby agrees to carry out the elements and scope of the marketing partnership described in Exhibit B.
- **B.** MP shall provide to THE JEFFERSON COUNTY FAIR PARK all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its marketing partnership; provided, however, that all uses of such logos and other information, content and materials shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- C. During the Term of this Agreement, MP shall be permitted to utilize THE JEFFERSON COUNTY FAIR PARK name, acronym and logo for the sole purpose of promoting MP's marketing partnership, pursuant to the terms of Section IV below. All uses by MP of THE JEFFERSON COUNTY FAIR PARK name, acronym and logo shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK which approval shall not be unreasonably withheld.

#### IV. Mutual Intellectual Property License.

A. <u>Limited License to THE JEFFERSON COUNTY FAIR PARK.</u> THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name "Miller Lite" and other

logos of MP (hereinafter collectively referred to as the "MP Marks") solely to identify MP as a marketing partner of THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use the MP Marks solely in connection with the activities authorized under this Agreement, subject to terms and conditions of this Agreement. MP represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK; and that to the best of MP's knowledge, the MP's Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by THE JEFFERSON COUNTY FAIR PARK of MP's Marks beyond the uses and tasks specified in Exhibit B hereto shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.

B. Limited License to MP. MP is hereby granted a limited, revocable, nonexclusive license to use the name "THE JEFFERSON COUNTY FAIR PARK" and the logo of THE JEFFERSON COUNTY FAIR PARK (hereinafter collectively referred to as "THE JEFFERSON COUNTY FAIR PARK Marks") solely with the term "Marketing Partner" prominently displayed directly adjacent thereto (to ensure the absence of any implication that MP is endorsed by THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use THE JEFFERSON COUNTY FAIR PARK Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall MP use THE JEFFERSON COUNTY FAIR PARK Marks in a manner that states or implies an endorsement of MP (or MP's products or services) by THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK represents and warrants that is has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to MP nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to MP; and that to the best of THE JEFFERSON COUNTY FAIR PARK knowledge, the MP Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by MP of THE JEFFERSON COUNTY FAIR PARK Marks shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK, which approval shall not be unreasonably withheld.

#### **C.** General Logo Provision.

1. The MP Marks and THE JEFFERSON COUNTY FAIR PARK Marks are hereinafter collectively referred to as the "Marks".

- 2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e. THE JEFFERSON COUNTY FAIR PARK shall be considered the "owner party" and MP shall be considered the "non-owner party" with respect to THE JEFFERSON COUNTY FAIR PARK Marks; MP shall be considered the "owner party" and THE JEFFERSON COUNTY FAIR PARK shall be considered the "non-owner party" with respect to the MP Marks.) The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.
- 3. The owner parties respective logos may not be revised or altered by the non-owner parties in any way, and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.
- 4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that MP is a separate and distinct legal entity from, and is not an agent of, THE JEFFERSON COUNTY FAIR PARK.
- 5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.
- 6. Use of the respective owner parties' Marks by the non-owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties' Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the respective non-owner parties shall: (a) immediately cease utilization of the owner parties' Marks for any purpose; (b) return forthwith all originals and copies of the owner parties' Marks to the respective owner parties

(whether in printed, electronic, recorded, and/or other tangible form); and (c) discard or destroy all copies thereof. The respective non-owner parties' obligations to protect the owner parties' Marks shall survive the termination or expiration of this Agreement.

#### V. General Provisions

- A. Entire Agreement. This Agreement and the attachments related hereto constitute the entire Agreement between the parties with respect to the subject matter hereof, and integrated documents representing one transaction and supersede any and all other agreements and understandings with respect thereto, whether written or verbal, prior or contemporaneous. It is expressly understood and agreed that this agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by both parties (i.e. "change order"). If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions hereof.
- В. **Mediation and Arbitrations.** Conflicts or disputes between the parties to this contract shall be resolved through mediation and binding arbitration. In the event of any dispute, conflict, or disagreement, the parties agree to discuss the matter and make a good faith effort to resolve the dispute. If such communication does not resolve the dispute, an aggrieved party shall give the other party notice, in writing, of intent to resolve issues of dispute through arbitration. Arbitration shall be scheduled within a reasonable period of time after the dispute has arisen and, unless otherwise agreed by the parties, shall be held in Jefferson County, Wisconsin. Any arbitration shall be conducted in accordance with the Mandatory Arbitration Rules of the American Arbitration Association. The parties shall equally bear the cost of the Arbitrator. Any award rendered by the Arbitrator shall be final, with no right of de novo review or appeal, and a judgment may be entered upon the award in accordance with the applicable laws of the State of Wisconsin. The prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs, as determined by the Arbitrator, as part of the judgment entered therein.
- **C.** <u>Miscellaneous.</u> The following provisions shall apply to this agreement:
  - 1. This agreement shall be binding upon and for the benefit of the Parties and their respective successors, devisees, executors, affiliates, representatives, assigns, partners, agents and employees, wherever the context requires or permits.
  - 2. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement nor any right under this agreement, nor any expressed interest herein, without the express written consent of the other party, whose consent may be withheld at their sole discretion.
  - 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and venue of any action arising thereunder shall lie in the County of Jefferson, State of Wisconsin.
  - 4. No presumption shall arise as a result of one party or the other or any party's agent having drafted all or any portion of this Agreement. Each party prior to signing this Agreement has obtained independent legal advice to the extent so desired with

- regard to their legal rights and obligations set forth in this Agreement.
- 5. Title to paragraphs in this Agreement are for information purposes only and are not intended to limit or amplify the content of any paragraph.
- 6. Agreement is subject to final approval of the Jefferson County Fair Park Committee and Jefferson County Board for Supervisors.

We agree to and accept the above:

JEFFERSON COUNTY d/b/a JEFFERSON COUNTY I BY:	FAIR PARK		
Sign Name	Title	Date	
Print Name	_		
MARKETING PARTNER BY:			
Sign Name	Title	Date	
Print Name	_		

## Corporate Partner Program for Ott Schweitzer Dist., Inc., THE JEFFERSON COUNTY FAIR PARK Marketing Partner EXHIBIT A

#### PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Marketing Partner: Ott Schweitzer Dist., Inc.,
Address: 616 Gateway Drive
City/State/Zip: Milton, WI 53563

Contact Name: Dan Braun Phone: (608) 868-9700

Date:

#### Partnership / Advertising Scope and Obligations:

THE JEFFERSON COUNTY FAIR PARK will carry out the scope of tasks set forth in attached Exhibit B

**Terms of this Agreement:** 3 years (2015, 2016, 2017)

Cost of this Agreement: \$75,000.00

**Terms of Payment:** 

**Year 1:** \$25,000.00

**Year 2:** \$25,000.00

**Year 3:** \$25,000.00

## Corporate Partner Program for Ott Schweitzer Dist., Inc., THE JEFFERSON COUNTY FAIR PARK Major Partner EXHIBIT B

#### Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

Category Exclusivity - Business Category Signage Exclusivity (Fermented Malt Beverages).

- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated Ott Schweitzer Dist., Inc. (OSD) non-profit partner. (Includes basic facility rent only, date to be booked "space available").
- Lobby Entrance Signage Space. One sign featuring company logo will be displayed year round in the Activity Center Lobby as a "Major Sponsor".
- Activity Center Signage. One sign featuring company logo will be displayed in the Activity Center year round.
- OSD/Miller will be featured as sponsor of the Jefferson County Fair Miller Lite Entertainment Tent. All signage to be approved by both parties and produced by OSD.
- OSD/Miller will receive prime areas for the sale of fermented malt beverages during the County Fair. Location and number of beverage areas at the Jefferson County Fair to be determined by Jefferson County Fair Park.
- Company logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, radio, etc.)
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers prior to the county fair.
- Display opportunity for up to 12 banners in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate.
- OSD/Miller will be allowed to offer a retail promotion for a discounted County Fair admission pass marketed on OSD products for the fair during a 2 week time frame at least 2 weeks prior to the Fair. (All details to be approved by Jefferson County Fair Park)
- 8 VIP passes to the Grandstand Entertainment, for both Friday and Saturday, including; gate admission, concert seat, VIP food & drink package, and entertainer meet and greet (subject to entertainer approval).
- 40 reserved seat or party pit passes for both Friday and Saturday Grandstand Entertainment (80 tickets total, includes gate admission)
- 250 complimentary adult fair admission passes.

# Corporate Partner Program for Ott Schweitzer Dist., Inc. THE JEFFERSON COUNTY FAIR PARK Major Partner EXHIBIT B

(Continued)

- Logo and live link on the Jefferson County Fair Park website.
- OSD will receive commercial advertising on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (OSD to supply video ad)
- County Fair PA announcements identifying OSD brands as "Official Major Sponsors of the Jefferson County Fair Park".

#### Tasks / Obligations of the Jefferson County Fair Park: Approximate Costs to Jefferson County

- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated Ott Schweitzer Dist., Inc. (OSD) non-profit partner. (Includes basic facility rent only, date to be booked "space available"). Possible cost of \$0-\$350 whether or not a paying customer would be excluded from using the Activity Center.
- Lobby Entrance Signage Space. One sign featuring company logo will be displayed year round in the Activity Center Lobby as a "Major Sponsor". *One-time fee of \$45 to purchase the sign*.
- Activity Center Signage. One sign featuring company logo will be displayed in the Activity Center year round. *One-time fee of \$200 to purchase the sign*.
- OSD/Miller will be featured as sponsor of the Jefferson County Fair Miller Lite Entertainment Tent. All signage to be approved by both parties and produced by OSD. *No additional cost to the county.*
- OSD/Miller will receive prime areas for the sale of fermented malt beverages during the County Fair. Location and number of beverage areas at the Jefferson County Fair to be determined by Jefferson County Fair Park. *No additional cost to the county.*
- Company logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, radio, etc.) *No additional cost to the county.*
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers prior to the county fair. *No additional cost to the county.*
- Display opportunity for up to 12 banners in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate. <u>No cost</u> to the county.
- OSD/Miller will be allowed to offer a retail promotion for a discounted County Fair admission pass marketed on OSD products for the fair during a 2 week time frame at least 2 weeks prior to the Fair. (All details to be approved by Jefferson County Fair Park) *No additional cost to the county.*
- 8 VIP passes to the Grandstand Entertainment, for both Friday and Saturday, including; gate admission, concert seat, VIP food & drink package, and entertainer meet and greet (subject to entertainer approval). <u>Between \$15 \$50 per ticket depending on whether or not the show is sold out.</u>
- 40 reserved seat or party pit passes for both Friday and Saturday Grandstand Entertainment (80 tickets total, includes gate admission) <u>Between \$0 \$50 per ticket</u> <u>depending on whether or not the show is sold out.</u>
- 250 complimentary adult fair admission passes. \$62.50 for 250 tickets @ \$0.25 per ticket.

- Logo and live link on the Jefferson County Fair Park website. *No additional cost to the county.*
- OSD will receive commercial advertising on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (OSD to supply video ad) *No additional cost to the county.*
- County Fair PA announcements identifying OSD brands as "Official Major Sponsors of the Jefferson County Fair Park". *No additional cost to the county.*

\*There is an estimated \$105,000 in revenue generated from this sponsorship per year.