

**Fair Park
Committee Members:**

Blane Poulson, Chair

Matthew Foelker, Vice Chair

Jennifer Hanneman, Secretary

Al Counsell

Russell Kutz

**FAIR PARK COMMITTEE
MEETING AGENDA**

March 5, 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)
3. Certification of compliance with Open Meetings Law Requirements
4. Public Comment
5. Review agenda
6. Approve Minutes of February 5 Meeting
7. Communications
8. Financial Report
9. Discussion and possible action on Marketing Partnerships for 2015-2017
10. Discussion and possible action on Fair 2015
11. Discussion and possible action on Fair Park business
12. Fair Park Director's Report
13. Fair Park Supervisor's Report
14. Fair Office Report
15. Set next meeting date (April 2, 2015) and Potential Future Meeting Agenda Items
16. 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
February 5, 2015 | Meeting Minutes

The Jefferson County Fair Park committee met on Thursday, February 5 at 8:00 a.m. in the Activity Center Conference Room. Present were: (Fair Committee) Al Counsel, Blane Poulson, Matt Foelker, Russell Kutz, County Administrator Ben Wehmeier, Fair Park Director David Diestler, Marketing/Administrative Assistants Amy Listle and Leslie Pelikan, Yvonne Duesterhoeft, LaVern Georgson and Troy Klecker.

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 Matt Foelker to accept the minutes of the January 15 meeting as presented, seconded by Al Counsel. Motion carried.

Financial Report: David Diestler reported that there were no new financial developments to discuss and only a few minor wrap up expenditures for 2014.

Discussion and possible action on allowing beef cattle with horns to be shown at Fair: Amy Listle presented a review of the current Jefferson County Fair rule stating that all cattle must be de horned to be exhibited at the fair. Blane Poulson explained to the committee that generally Jefferson County Fair follows the guidelines in place at State Fair.

LaVern Georgson presented the difference between a display of horned Highland cattle versus a livestock competition. When the Highlands are on display, often times they are contained within a double fence for safety, rather than appearing in a show ring close to spectators and participants. Georgson pointed out that the challenge at the fairgrounds is having enough space to properly contain horned cattle.

Troy Klecker discussed his own herd of Highland cattle, and noted that the breed is docile in nature. He wanted to ask the committee to consider having horned cattle at the fair to expand the experience of fairgoers and to educate them on the breed.

Following the discussion, Russel Kutz made a motion not to allow horned cattle in competitive judging at the fair. Al Counsel seconded the motion. Motion was passed unanimously.

Matt Foelker made a motion to explore the insurance risks for a Highland cattle display at fair when room allows. Al Counsel seconded the motion. Motion was passed unanimously.

Discussion and possible action on Marketing Partnerships for 2015-2017: None.

Discussion and possible action on Fair 2015: No action necessary. Yvonne Duesterhoeft presented the committee with an opportunity to hire the man that restored an ambulance that played an integral part in World War I. The ambulance would be on display throughout the fair, and the person that completed the restoration would be able to discuss the history of the ambulance. Blane Poulson thanked Duesterhoeft for the presentation and stated that this was not a decision at the committee level, but at the Fair Park staff level. Duesterhoeft will work with Director David Diestler to see if the ambulance display will be a good fit for the fair this year.

Discussion and possible action on Fair Park business: None.

Director's Report: David Diestler is working with Tobin's store in Oconomowoc to move twenty-six display shelves to the Fair Park for use during fair. Grounds crew staff will attach wheels to the displays to make moving them easier. Diestler continues to review and work on on-going projects.

Supervisor's Report: None.

Fair Office Report: Amy Listle reported that after speaking with key participants, the goat show will be moved to Thursday of fair week. This came after requests to review the current time slot.

Next Meeting: The next meeting was set for March 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. Matt Foelker seconded. Motion carried. Meeting adjourned at 9:08 a.m.

Marketing Partnership Agreement

This Marketing Partnership Agreement (the "Agreement") is made this ____ day of _____, 2015, by and between JEFFERSON COUNTY d/b/a JEFFERSON COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson, WI 53549 and – Fort HealthCare, Marketing Partner, (MP) with its principal place of business at Fort HealthCare.

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

WHEREAS, Fort HealthCare desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit Fort HealthCare to market with and through THE JEFFERSON COUNTY FAIR PARK on a non-exclusive basis in exchange for certain compensation to be paid by Fort HealthCare.

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 3 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. Limited License to THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name "Fort HealthCare" 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, non-exclusive 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 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 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.
- B. **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. Miscellaneous. 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 FAIR PARK
 BY:

 Sign Name Title Date

 Print Name

MARKETING PARTNER
 BY:

 Sign Name Title Date

 Print Name

Corporate Partner Program for Fort HealthCare
THE JEFFERSON COUNTY FAIR PARK
Marketing Partner
EXHIBIT A

PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Date: February 25, 2015

Marketing Partner: Fort HealthCare
Address: 611 Sherman Ave East
City/State/Zip: Fort Atkinson, WI 53538
Contact Name: Nicole Leibman, Marketing Manager
Phone: (920)568-5472

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: \$45,000

Terms of Payment:

Year 1: \$15,000

Year 2: \$15,000

Year 3: \$15,000

Corporate Partner Program for Fort HealthCare
THE JEFFERSON COUNTY FAIR PARK
Marketing Partner
EXHIBIT B

Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

- One day use of facility space for; employee party, customer appreciation, employee recruiting, or by a designated Fort HealthCare non-profit partner. (Includes basic facility rent only, date to be booked if space available). If used for Health Fair, tables chairs, vendor electric and movable stage and clean-up will be included.
- Fort HealthCare will receive a 4' x 6' and an 18"x18" permanent sign in the Jefferson County Fair Park Activity Center building identifying them as an "Official Sponsor". (Currently installed – changes to be paid for by Fort Healthcare)
- Fort HealthCare logo will be featured in appropriate Fair Park and County Fair paid advertisements. Including; print ads, brochures, placemats, radio ads and television spots.
- Fort HealthCare will receive sponsorship of a 30' x 60' tent located in a high traffic area to serve as a First Aid Tent at the Jefferson County Fair to offer basic first aid and highlight services to attendees. Staffing for tent and supplies and signage to be provided by Fort Healthcare.
- Fort Healthcare will receive sponsorship of a 40' x 40' tent with sides for Railyard Fitness Equipment. The tent will be manned by Fort Healthcare staff. Location to be determined.
- Fort HealthCare will be a co-sponsor of "Kids Day" at the County Fair. Extra exposure in Fair advertisements and marketing will highlight this sponsorship.
- Fort HealthCare will be allowed to display materials about their business in a permanent display area in the Activity Center lobby brochure rack.
- Advertisement in the County Fair circular inserted in area newspapers prior to the fair.
- Fort HealthCare will receive commercial advertising on the Jumbo Screen during the County Fair in rotation with other major sponsors (Fort Healthcare to supply video ad).
- Display opportunity for up to 8 banners (3'x5') in prominent areas TBD at the fair park during fair week, and at other major events. (Fort HealthCare to pay for new banner production)
- Fort HealthCare will receive prime end-cap display space in the Commercial Building at the County Fair including up to 4 tables and chairs and basic electric service. (Space must be manned during hours specified in Fair Vendor Contract)
- 4 VIP passes to the Grandstand Entertainment (Friday and Saturday, 8 tickets total) including, gate admission, VIP food & drink package, concert ticket and limited meet and greet passes when available per artist manager.
- 14 concert tickets for both Friday and Saturday Grandstand Entertainment. (28 total tickets, includes gate admission)

**Corporate Partner Program for Fort HealthCare
THE JEFFERSON COUNTY FAIR PARK
Marketing Partner
EXHIBIT B
(Continued)**

- Fort HealthCare will receive 500 complimentary adult fair admission passes.
- Fort Healthcare will have the opportunity to sell discounted County Fair admission tickets to their employees at \$7.00 each.
- Logo and live link on the new Jefferson County Fair Park website.
- County Fair PA announcements identifying Fort HealthCare as “Sponsor of the Jefferson County Fair”.
- Customized “Value Added” marketing programs to put your business “in touch” with the Jefferson County Fair Park audience.

Fair Park Director's Report – March 5, 2015

1. Website
 - a. MIS looking into converting information from old website to new one.
 - b. Added Calendar – working of slight changes
 - c. Ticket sales – Authorized.net & Thundertix
 - i. Goal to announce on March 14
 - ii. Tickets on sale March 20
2. Sponsorships –
 - a. Major - Soda, Medical, Financial
 - b. Renewing sponsors & sponsor to donate use of 2 – UTV's
3. Restaurant
 - a. RFP's sent – Both Rejected
 - b. Meeting with River's Edge – Not interested at this time – Under staffed
 - c. Currently staying with Augie's Catering
4. Entertainment
 - a. Review Talent Contest feasibility for this year's fair
 - i. Judging – Band members, music teachers, high profile people in the community, etc.
 - ii. Running show – Music Stores, CPA, or ?
5. On-Grounds Acts
 - a. White Tigers, Racing pigs & ducks, Circus Boy, Firefighter Show, Birds of Prey, ZooZort, JBX Freestyle Motorcycles, Nicks Kids Show, etc.
 - b. Sending out Contracts/Riders
6. Grounds Staff
 - a. Auction items almost done
 - b. Roger starts half days on 3/2/15
7. Internet (Radio Wave Frequency) Connection
 - a. Received List of materials to complete network
 - b. Waiting for pricing
8. Wisconsin Sheep & Wool Festival
 - a. Storage Building on Fair Park property
 - i. WSWF – needs a 20' x 20' or 20' x 30' storage building
 1. Options: they pay 100% of building cost
 2. Rent: charge a monthly fee
 3. Combination of both
 - b. Joint building w/ WSWF, Fair Park & Beef Committee
 - c. Currently, turning 30-40 vendors away each year – not enough building space
 - d. Like JCFP facility

Jefferson County Fair Park Committee Meeting

Thursday, March 5, 2015

Fair Office Report

- We have been helping Dave review:
 - Entertainment ideas
 - Sponsorship proposals and having meetings with sponsors
- Camping forms for Fair are available on JCFairPark.com. Registrations are in process of being received and will report an updated total at the meeting.
- Working on documenting logistics set-up for each Fair Park event in a centralized location
- Working with MIS to get the new website up and running as soon as possible! Would like online Fair entries and concert ticket purchasing to be available by end of March.

Amy Listle & Leslie Pelikan
Marketing/Administrative Assistants