



## **Jefferson County Fair Park February 4, 2016 | Meeting Minutes**

The Jefferson County Fair Park committee met on Thursday, February 4<sup>th</sup> at 8:00 a.m. in the Activity Center Conference Room. Present were: (Fair Committee) Al Counsell, Blane Poulson, Matt Foelker, Russell Kutz, Jennifer Hanneman, County Administrator Ben Wehmeier, Corporation Counsel Blair Ward, Fair Park Director David Diestler, Fair Park Supervisor Roger Kylmanen, Marketing/Administrative Assistants Amy Listle and Renee Busshardt, Swine Superintendent Greg Sambs, UW-Extension Agents LaVern Georgson and Sarah Torbert.

A quorum of the Jefferson County Fair Park Committee was present, meeting duly noted and the door open.

### **Review and Approve Agenda**

**Minutes:** A motion was made by Al Counsell to accept the minutes of the December 3, 2015 meeting as presented, seconded by Jennifer Hanneman. Motion carried.

**Communications:** Holiday Greeting Cards from several Fair Park vendors and customers were presented.

**Public Comment:** Kevin Doherty of Watertown, Gary and Olivia Olson of Lake Mills, Dan Marks of Watertown, Shawn Doherty of Johnson Creek, Ed Bielinski of Watertown, Rachel Thom of Jefferson, and Scott Martin of Jefferson registered and addressed the committee with their concerns about Agenda Item #8: Discussion and possible action on terminal vs. non-terminal swine exhibit at Fair.

**Discussion and action on terminal vs. non-terminal swine exhibit at Fair:** Fair Committee Chairman Blane Poulson allowed the eight registered members of the public to address the committee on this Agenda Item. After consideration of the information presented at the January 7<sup>th</sup> meeting and the information presented at this meeting, Matt Foelker made a motion to have a non-terminal swine show at Fair. Seconded by Russell Kutz. Motion passed unanimously.

**Director's Report:** David reported Grandstand entertainment for Saturday night is still in the works. Other family entertainment is booked; Shark Show, Nick's Kids Show, Hoo's Woods, Pig & Duck Races, DJ Dylan, Tractor & Truck Pulls, and Demo Derby. Request for proposals of the Kitchen Food Service, Website Design and Feasibility Study are being worked on. Still doing research on Point of Sale (POS) systems.

**Supervisor's Report:** Roger Kylmanen reported that the Fair Park is not having much luck finding caretakers to work at Fair Park this summer. It is important to have someone stay on the fair park grounds for security purposes, and to assist weekend events, campers, and basic maintenance. He also provided a short description of the Wisconsin Association of Fairs Convention.

**Office Report:** Amy Listle reported the office is working to close out 2015 and begin taking down payments for events in 2016, working on creating documents using the County's new document signing program SeamlessDocs. The office staff and Fairest of the Fairs attended the Wisconsin Association of Fairs convention in the Wisconsin Dells at the beginning of January. Also the Fair Office was being painted and carpet was professionally cleaned.

**Next Meeting:** The next meeting was set for March 3, 2016 at 8:00 a.m. in the conference room of the Activity Center.

With no further business, Jennifer Hanneman made a motion to adjourn the meeting. Matt Foelker seconded. Motion carried. Meeting adjourned at 10:22 a.m.

## Marketing Partnership Agreement

This Marketing Partnership Agreement (the "Agreement") is made this \_\_1st\_\_ day of \_\_January\_\_, 2016, 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 WP Beverages, LLC. (Pepsi-Cola), Marketing Partner, (MP) with its principal place of business at 6176 Pepsi Way, Windsor, WI 53598.

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

**WHEREAS**, WP Beverages, LLC. (Pepsi-Cola) desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

**WHEREAS**, THE JEFFERSON COUNTY FAIR PARK desires to permit WP Beverages, LLC. (Pepsi-Cola) to market with and through THE JEFFERSON COUNTY FAIR PARK on a non-exclusive basis in exchange for certain compensation to be paid by WP Beverages, LLC. (Pepsi-Cola).

**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 “WP Beverages, LLC. (Pepsi-Cola)” 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.



**Corporate Partner Program for WP Beverages, LLC. (Pepsi-Cola)**  
**THE JEFFERSON COUNTY FAIR PARK**  
**Marketing Partner**  
**EXHIBIT A**

**PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS**

**Date:** March 12, 2015

**Marketing Partner:** WP Beverages, LLC. (Pepsi-Cola)

**Address:** 6176 Pepsi way

**City/State/Zip:** Windsor, WI 53598

**Contact Name:** John Breunig

**Phone:** 800-608-2692

**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 (2016, 2017, 2018)

**Cost of this Agreement:** \$36,000 + case rebate + vending commission

**Terms of Payment:**

**Year 1:** \$12,000 + \$4.50/case rebate + 23% vending commission

**Year 2:** \$12,000 + \$4.50/case rebate + 23% vending commission

**Year 3:** \$12,000 + \$4.50/case rebate + 23% vending commission

**WP Beverages, LLC. (Pepsi-Cola) also agrees to provide Jefferson County Fair Park with:**

- Agreed upon product pricing for all service areas
- Free Product giveaway to support special day sponsor if applicable.
- Free product to support backstage VIP Service.
- Coolers, cups and support equipment as needed.
- All signage, coupons and ad copy to support this agreement.
- Concession upgrades. Including Pepsi branded equipment to be determined. (i.e. Texas Tankards, Menu board, etc.)

**Corporate Partner Program for WP Beverages, LLC. (Pepsi-Cola)**  
**THE JEFFERSON COUNTY FAIR PARK**  
**Marketing Partner**  
**EXHIBIT B**

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

- **Category Exclusivity - Exclusive Product Usage** - The Jefferson County Fair Park will commit to serve WP Beverage brands including carbonated products, bottled water and other products as agreed upon by WP Beverage & JCFP to be served year round at the Fair Park during the County Fair during the duration of this agreement.
- One day use of facility space for; employee party, customer appreciation, employee recruiting, or by a designated WP Beverages non-profit partner. (Includes one building rental only, based on availability).
- One day use of Company Picnic Tent during County Fair Week for employee/customer appreciation event. This includes tent, table, and chair rental. (Based on availability).
- Lobby Entrance Signage Space. Pepsi-Cola will be featured in the Activity Center Lobby as a “Major Sponsor.”
- Pepsi-Cola will receive the right to operate and service soda beverage vending machines at the Fair Park. Vending machine to feature Pepsi-Cola signage. Fair Park will provide electric for the machines. (vending locations and number of machines TBD).
- Pepsi-Cola logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, posters’ etc.)
- Advertisement in the Jefferson County Fair circular inserted in area newspapers prior to the county fair, if available
- Display opportunity for up to 10 banners (3’x5’) in prominent areas TBD at the fair park during fair week. (Banners supplied by Pepsi-Cola)
- Pepsi-Cola will be featured as a presenting sponsor at one of the “featured events” at the county fair (i.e. Tiger show). Pepsi-Cola will be allowed additional signage in this area.
- Pepsi-Cola will allow Jefferson County Fair Park to offer a special on-pack, in-store coupon offer good for discounted admission to the Jefferson County Fair. (Specific details of the promotion and artwork to be provided by JCFP).
- 10 VIP passes to the Grandstand Entertainment (Friday and Saturday) including concert seat, gate admission, and VIP Food & Drink Package. (20 VIP Passes Total).
- 20 reserved seat passes for both Friday and Saturday Grandstand Entertainment gate admission included. (40 Tickets Total).
- Pepsi-Cola will receive 200 complimentary adult fair admission passes.

**Corporate Partner Program for WP Beverages, LLC. (Pepsi-Cola)**  
**THE JEFFERSON COUNTY FAIR PARK**  
**Marketing Partner**  
**EXHIBIT B (Continued)**

- Option to be a special day sponsor of the Jefferson County Fair. Based on availability (i.e. Kids Day). Includes additional signage and name recognition on advertising materials.
- Logo and live link on the Jefferson County Fair Park website.
- Opportunity to display a commercial ad or still image on the jumbo screen during Fair Week.



## BEVERAGE SALES AGREEMENT

This beverage sales agreement (this “**Agreement**”) is made effective this 1<sup>st</sup> day of January, 2016 (the “**Effective Date**”), by and between Jefferson County, a quasi-municipal corporation, d/b/a the Jefferson County Fair Park (the “**Customer**”), 503 N. Jackson Avenue, Jefferson, Wisconsin 53549, and WP Beverages, LLC (“**Pepsi-Cola**”), a Wisconsin limited liability company, 6176 Pepsi Way, Windsor, Wisconsin 53598.

### RECITALS

1. Pepsi-Cola is engaged in the business of advertising, marketing and selling Beverage Products, as hereafter defined, and providing and servicing Equipment to facilitate the sales and dispensing of such products.
2. The Customer desires to engage Pepsi-Cola as its exclusive supplier of Beverage Products and related services to the Customer at its Fair Park.
3. Pepsi-Cola is willing to provide the Customer with Beverage Products and services according to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and agreements set forth herein, Pepsi-Cola and the Customer hereby agree as follows:

#### 1. Term

- 1.1. The term of this Agreement shall commence on January 1<sup>st</sup>, 2016 (the “Effective Date”) and expire on December 31<sup>st</sup>, 2018 (the “**Term**”). This Agreement may only be terminated prior to its expiration date in the event of a default under Section 13. For purposes of this Agreement, the term “**Year**” shall mean a twelve (12) month period during the Term beginning on the Effective Date or anniversary thereof.

#### 2. Scope

- 2.1. This Agreement covers the following Beverage Products offered for sale by the Customer, including all packaged beverages (the “**Packaged Products**”) and all postmix products (the “**Postmix Products**”) for use in preparing fountain beverage products (the “**Fountain Products**”) by the Customer from Pepsi-Cola, all to be sold in the Customer’s current outlet(s) identified in Exhibit C and outlet(s) that may be opened or acquired by the Customer under the their Banner regardless of ownership and legal name during the Term (the “**Outlet(s)**”)(Banner is defined as any outlet operating under the “Customer” name). For purposes of this Agreement, the term “**Beverage Products**” shall mean all non-alcoholic beverages offered for sale by the Customer, including the Packaged Products and the

Postmix Products provided by Pepsi-Cola at any time during the Term of this Agreement. Beverage Products shall include, but is not limited to carbonated soft drinks, teas, lemonade, juices, juice blends, isotonic and all exercise replenishment beverages, energy drinks, iced coffee, mineral water, flavored water, enhanced water, and drinking water, but excludes all iced coffee not served in bottles and cans, dry and liquid coffee, frozen beverages i.e. slushy, and 100% milk. Concessionaires at the Jefferson County Fair Park events may also exclude lemonade, juice, and juice blends from within the scope of Beverage Products, as long as the products are not Packaged Products served in bottles or cans.

2.2. For purposes of this Agreement, the term “**Gallons**” shall mean gallons of Postmix Products purchased by Customer from Pepsi-Cola during the Term.

3. Exclusivity

3.1. Customer agrees that Pepsi-Cola shall be the **exclusive** supplier of the Beverage Products to the Customer during the Term. Accordingly, the Beverage Products, Packaged Products and Postmix Products sold, dispensed or otherwise made available, or in any way advertised, displayed, or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including, without limitation, print, television, radio, internet, coupons, in-store displays and signage) will be exclusively provided by Pepsi-Cola.

4. Products and Services Provided by Pepsi-Cola

4.1. Beverage Products. Pepsi-Cola shall provide all Beverage Products offered for sale, dispensed by machine or person or otherwise made available or distributed by or on behalf of the Customer or at or in connection with Customer functions, activities and events.

4.2. Equipment. Pepsi-Cola shall, at Pepsi-Cola’s expense, install fountain equipment to be used exclusively to dispense the Fountain Products, and vending machines and other dispensing equipment to be used exclusively in the sale of Packaged Products (collectively, the “**Equipment**”) in Customer Outlet(s). The type and quantity of the Equipment shall be determined from time to time by Pepsi-Cola and the Customer, and may be described on the attached hereto as Exhibit A. All Equipment furnished by Pepsi-Cola to Customer shall remain the property of Pepsi-Cola.

4.3. Equipment Services. Pepsi-Cola shall maintain the Equipment in good working order. Pepsi-Cola shall provide service as required for maintaining the Equipment as follows: (a) during regular business hours on Monday through Friday; and (b) on an “on-call” basis for non-regular business hours on Monday through Friday as well as Saturday and Sunday. Pepsi-Cola will retain the exclusive right to repair, replace, move or remove the Equipment at its sole discretion.

4.4. Funding and Marketing Support. In consideration of Customer's performance of its obligations under this Agreement, Pepsi-Cola shall make the following funding and marketing support to Customer:

4.4.1. Incentive Fee Paid to Customer. Pepsi-Cola shall pay the Customer over the course of the Agreement the sum of \$36,000.00 as an incentive to enter into this Agreement (the "**Incentive Fee**"). The Incentive Fee shall be paid as follows:

- \$12,000.00 – upfront within thirty (30) days of the Effective Date of this Agreement.

- \$12,000.00 – annually, within ninety (90) days of the annual anniversary of the Effective Date after years one (1) and two (2).

4.4.2. Marketing Funds. Throughout the Term, the Customer will earn marketing funds ("Marketing Funds") of \$4.50 per case of twenty-four (24) twenty (20) ounce bottles of Carbonated Soft Drink, Drinking Water, and Gatorade. These Marketing Funds are to be spent in support of mutually agreed upon marketing programs for the benefit of Pepsi-Cola and the Customer. These Marketing Funds are contingent upon Customer's participation in at least one Pepsi-Cola approved marketing program ("Marketing Program") per Year. Customer will use the Marketing Funds available to Customer under this Agreement to help offset the costs of a Marketing Program. Pepsi-Cola will pay the Customer the amounts earned in support of a Marketing Program each calendar year within sixty (60) days after December 31<sup>st</sup>. Customer must purchase product through the entire year or through the end of the contract expiration to be eligible for previous years marketing funds.

4.4.3. Free Product Incentive. Pepsi-Cola shall provide the Customer with up to \$1,500.00 worth of free product over the course of the Agreement, as an incentive to enter into this Agreement (the "**Free Product Incentive**"). This Free Product Incentive will only be given at the request of the Customer and shall be given as follows:

- Up to \$500.00 worth of free product annually in years one (1), two (2), and three (3).

If the customer fails to request any or all of the annual \$500.00 worth of product in years one (1), two, (2), or three (3), the residual amount will not be redeemable in future years.

4.4.4. Special Event Coolers. Pepsi-Cola shall provide the Customer with the use of up to two (2) Arctic Ice Coolers annually for the Jefferson County Fair event, and other events upon the request of the Customer. The coolers shall be supplied by Pepsi-Cola each year, and will be picked up after the event has finished in each year.

5. Commitments of the Customer

- 5.1. Purchase of Beverage Products. The Customer agrees to Purchase all Beverage Products offered for sale, dispensed by machine or person or otherwise distributed by or on behalf of Customer in Outlet(s) or at or in connection with Customer functions, activities and events, exclusively from Pepsi-Cola.
- 5.2. Other Beverage Product Sales Prohibited. The Customer agrees to prohibit the sale, dispensing and distribution of Beverage Products other than those Beverage Products supplied by Pepsi-Cola in Outlet(s), on Customer property, and at Customer functions, activities or events.
- 5.3. Placement of Equipment and Electrical Supply. The Customer shall insure that the Equipment is placed at locations within the Outlet(s) as shall be mutually agreeable to Customer and Pepsi-Cola. Further, The Customer shall insure that the appropriate supply of electricity or other utilities necessary to operate and maintain the Equipment is provided.
- 5.4. Equipment Maintenance. The Customer agrees to cooperate with Pepsi-Cola in maintaining the Equipment in good working order throughout the Term. The Customer shall use reasonable efforts to keep the Equipment in clean and sanitary condition. In addition, the Customer agrees to promptly notify Pepsi-Cola of any need for repair or service, and to cooperate fully with Pepsi-Cola in effecting necessary repairs or service to the Equipment.
- 5.5. Brands. The Fountain Products and Packaged Products shall be served at Outlet(s). Throughout the Term of the Agreement, Pepsi-Cola reserves the right to substitute brands as a result of product innovation or consumer demands.
- 5.6. Marketing Programs. The Customer will participate in at least one (1) Marketing Programs per Year. The Marketing Programs will be for the benefit of the Customer to enhance sales of the Beverage Products. The Customer will use the Marketing Funds described in this Agreement to help offset the advertising and promotional cost of the Marketing Program(s).
- 5.7. Brand Identification. The Customer will permit brand identification by Pepsi-Cola on all Equipment, menus, menuboards, and other signage for all Beverage Products served in the Outlet(s).

- 5.8. No Re-Sale. The Customer will use the Postmix Products only to prepare the Fountain Products: (i) in accordance with procedures and standards established by Pepsi-Cola; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to non-affiliated outlets or to consumers in any form other than the Fountain Products.
- 5.9. List of Outlets. Exhibit C lists all the Outlets of the Customer, including name, address, telephone number, and points of contact for each Outlet. For the remaining of the Term, Customer shall continue to be responsible for promptly notifying Pepsi-Cola in writing of each Outlet that is opened, acquired, closed or sold, and the relevant information pertaining thereto.
- 5.10. Payment for Beverage Products. The Customer shall pay Pepsi-Cola for Beverage Products supplied under this Agreement in accordance with pricing as determined by Pepsi-Cola from time to time (currently within thirty (30) days of the delivery of the Beverage Products).

## 6. Representations of the Customer

- 6.1. Customer represents that it is authorized by law to enter into this Agreement and that the person executing this Agreement on behalf of Customer has the authority to bind Customer to the terms of this Agreement.
- 6.2. Customer represents and warrants that it has complied with all laws necessary to execute this Agreement, including, but not limited to, any laws relating to procurements by competitive bidding, and that this Agreement is in conformance with such laws.
- 6.3. Customer represents and warrants to Pepsi-Cola that the execution, delivery and performance of the Agreement by the Customer will not violate any agreements with, or rights of, third parties.

## 7. Representations of Pepsi-Cola

- 7.1. Pepsi-Cola represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.
  - 7.2. Pepsi-Cola represents and warrants that it has authority to enter into this Agreement and that the person signing this Agreement on behalf of Pepsi-Cola has the authority to enter into this Agreement on behalf of Pepsi-Cola.
8. Pricing. Pepsi-Cola will provide a thirty (30) day notice of any price increases that may occur during the Term of the Agreement for the Beverage Products. Any price increases during the course of this Agreement will not exceed the annual maximum of 4%.

9. Right of Offset. Pepsi-Cola reserves the right to withhold payments due hereunder as an offset against amounts not paid by the Customer for Packaged Products and Postmix Products delivered to the Customer.
10. Non-Disclosure. Except as may otherwise be required by law or legal process, neither party shall disclose to any third party the terms and conditions of this Agreement without the consent of the other.
11. Termination Payment. The Customer acknowledges the significant investment required of Pepsi-Cola under this Agreement, including but not limited to provision and servicing of the Equipment. If this Agreement is terminated by the Customer pursuant to Section 13, not due to Pepsi-Cola defaulting on its obligations hereunder, the Customer shall forfeit the unearned portion of the Incentive Fee and any other payments described in Section 4, and shall pay certain fees within thirty (30) days of the effective date of the termination (the "**Termination Rebate**"). The amount of the Termination Rebate, is as defined on the attached Exhibit B. The Customer agrees the Termination Rebate is fair, reasonable and an essential inducement to Pepsi-Cola in entering into this Agreement.
  - 11.1. The Customer agrees that if they request a change from their current bottled product business, an amendment to this Agreement will be required. Such an amendment is to be agreeable by both parties, and the Customer is not considered in default and, therefore, is not liable to pay the Termination Rebate. Sections 11, 12, and 13 will continue to be enforceable within the newly amended agreement unless otherwise stated.
12. Rights Upon Termination. Upon termination or expiration of this Agreement, Customer shall permit Pepsi-Cola access to the premises where the Equipment is located for the purposes of removing the Equipment within thirty (30) days of the date of such termination or expiration. Until such time as all Equipment is removed, Customer's obligations as set forth in Sections 4.2 and 4.3 of this Agreement shall continue.
13. Default. If either party is in default of any of its obligations under this Agreement and such default continues for sixty (60) days (ten (10) days in the event of nonpayment of an invoice by its due date) after written notice specifying such default is given by the party not in default to the defaulting party, the party not in default may, at its option, terminate this Agreement or pursue any remedy available at law or in equity, including, in the case of Pepsi-Cola, the rights set forth in Sections 11 and 12.
14. Independent Contractor. The parties acknowledge and agree that the relationship created by this Agreement is that of an independent contractor, and not that of a partnership, joint venture, or any other form of business organization, nor does this Agreement establish an employer/employee or principle/agent relationship.

15. Indemnification.

15.1. Pepsi-Cola shall indemnify defend, and hold Customer, its affiliates, shareholders, directors, officers, employees and agents from and against any and all liabilities, losses, damages costs and attorneys' and accountants' fees and expenses, court costs, witness fees, and all other out-of-pocket expenses incurred or suffered by Customer, its affiliates, shareholders, directors, officers, employees and agents by reason of, resulting from, or in connection with any negligent or willful omission or act of Pepsi-Cola, its agents, employees, students and invitees or any breach of any duty, obligation, representation or warranty of Pepsi-Cola under this Agreement.

15.2. Customer shall indemnify, defend, and hold Pepsi-Cola its affiliates, shareholders, directors, officers, employees and agents from and against any and all liabilities, losses, damages costs and attorneys' and accountants' fees and expenses, court costs, witness fees, and all other out-of-pocket expenses incurred or suffered by Pepsi-Cola its affiliates, shareholders, directors, officers, employees and agents by reason of, resulting from, or in connection with any negligent or willful omission or act of Customer, its agents, employees, students and invitees or any breach of any duty, obligation, representation or warranty of Customer under this Agreement.

16. Notices. Any notice or other communication given hereunder shall be in writing and shall be deemed to be given when either personally delivered, sent by facsimile transmission or mailed by certified mail, return receipt requested, to the following address, or to such other address as such party shall have designated by written notice:

If to Pepsi-Cola: WP Beverages, LLC  
P.O. Box 8006  
Madison, WI 53708  
Attn: Sales Manager

If to the Customer: Jefferson County Fair Park  
503 N. Jackson Ave.  
Jefferson, WI 53549  
Attn: Dave Diestler

17. Entire Agreement. This Agreement constitutes the entire agreement between the Customer and Pepsi-Cola with respect to its subject matter, and shall not be modified or amended except by a writing signed by both parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

18. Third Party Provider. To the extent the Customer contracts with any third party to provide Beverages, including in the Customer's food service areas, the provisions of

Section 3.1 shall apply, such that all Beverages provided by the third party shall be obtained from Pepsi-Cola.

19. Government Actions. If the action of any local, state or federal government entity (including, but not limited to, the imposition of sales taxes, fees, deposit requirements, or other government-imposed fees) increases the cost of, or the fees associated with, selling any or all of the Beverage, such increases shall be paid by the Customer, and shall not be used in the calculation under a price provision, if any, contained in this Agreement
20. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Wisconsin. The parties agree that any actions arising under this Agreement shall be venued in the Circuit Court of Dane County, Madison, Wisconsin.
21. Severability. In the event that any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall be enforced without such severed provision, which shall not impair the validity or the remaining provisions hereof.
22. Waiver. The waiver by either party of any default by the other party of any provision of this Agreement shall be limited to the particular instance and shall not operate nor be deemed to waive any future defaults of the same provision, nor of any other provisions of this Agreement.
23. Headings. All section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.
24. Binding Nature. This Agreement shall be binding upon and inure to the benefit of all the parties named herein and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**WP Beverages, LLC**

**Jefferson County Fair Park**

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A****EQUIPMENT**

<b>Type of Equipment</b>	<b>#</b>	<b>Location</b>	<b>Hours of Operation</b>
GDM - 47	2	Fair Park	General Fair Hours
GDM - 33	1	Fair Park	General Fair Hours

**TERMINATION REBATE**

The Termination Rebate shall be equal to the amount identified in the table below based upon the number of years the Agreement has been in effect since the Effective Date:

<b>Years Contract in Effect</b>	<b>Termination Rebate</b>
At least 0 but less than 1	\$20,000
At least 1 but less than 2	\$17,500
At least 2 but less than 3	\$15,000

**OUTLETS**

Name	<u>Jefferson County Fair Park</u>
Address	<u>503 N. Jackson Ave.</u> <u>Jefferson, WI 53549</u>

## **Soda Sponsorship:**

### **Coke**

Cash Payment: \$5,000/ yr.

#### **Rebates:**

Soda = \$2.00/ case

Water = \$1.00/ case

Total (based on 2014 sales): \$ 7,280/ yr.

#### **Equipment Availability**

1 Reefer Truck

3 Tents

2 Texas Tankers

**Total: \$ 12,280.00/ yr.**

**3 Year Total: \$36,840**

### **Pepsi**

Cash Payment: \$12,000

#### **Rebates:**

Soda = \$4.50/ case

Water = \$4.50/ case

Total (based on 2014 sales): \$ 16,720

#### **Equipment Availability**

2 Reefer Trucks

4 Tents

2 Texas Tankers

**Total: \$ 28,720.00/ yr.**

**3 Year Total: \$86,160**

Jefferson County  
Fair Park Totals

Date Ran 2/26/2016  
Period December  
Year 2015

100.00%

Business Unit	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
6901 Fair Park	Revenue	(641,812.81)	(635,353.00)	6,459.81	101.02%
	Expenditures	674,941.26	754,601.75	79,660.49	89.44%
	Other Sources	-	-	-	0.00%
<b>Total</b>		<b>33,128.45</b>	<b>119,248.75</b>	<b>86,120.30</b>	<b>0.00%</b>
6902 Fair Week	Revenue	(534,720.20)	(576,925.00)	(42,204.80)	92.68%
	Expenditures	557,116.92	576,925.00	19,808.08	96.57%
	Other Sources	-	-	-	0.00%
<b>Total</b>		<b>22,396.72</b>	<b>-</b>	<b>(22,396.72)</b>	<b>0.00%</b>
Total All Business Units	Revenue	(1,176,533.01)	(1,212,278.00)	(35,744.99)	97.05%
	Expenditures	1,232,058.18	1,331,526.75	99,468.57	92.53%
	Other Source	-	-	-	0
<b>Grand Total Fair Park</b>		<b>55,525.17</b>	<b>119,248.75</b>	<b>63,723.58</b>	<b>46.56%</b>

Fair Park  
6901 Fair Park

Date Ran 2/26/2016  
Period December  
Year 2015

Revenues 100.00%

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
411100	GENERAL PROPERTY TAXES	(130,653.00)	(130,653.00)	-	100.00%
457010	SPONSOR REVENUE	(35,514.67)	(45,000.00)	(9,485.33)	78.92% *
457023	OTHER PUBLIC CHARGES	(9,236.00)	-	9,236.00	0.00%
457025	HORSE SHOW FEES	(21,576.00)	(22,000.00)	(424.00)	98.07%
457026	SHAVING SALES	(36,152.79)	(36,000.00)	152.79	100.42%
474169	FAIR BILLED	(4,000.00)	(4,000.00)	-	100.00%
482012	BUILDING RENTAL	(178,969.84)	(176,000.00)	2,969.84	101.69%
482013	STALL RENTAL	(80,778.50)	(90,000.00)	(9,221.50)	89.75%
482014	WINTER STORAGE RENTAL	(41,824.98)	(42,000.00)	(175.02)	99.58%
482015	SPACE-FOOD VENDOR	(17,567.37)	(18,000.00)	(432.63)	97.60%
482016	SPACE-BEVERAGE VENDOR	(14,054.12)	(19,000.00)	(4,945.88)	73.97% *
482017	SPACE-OTHER VENDOR	(4,582.65)	(2,500.00)	2,082.65	183.31%
482021	CAMPING FEE OTHER	(54,985.05)	(49,000.00)	5,985.05	112.21%
483004	SALE SALVAGE & WASTE	(8,891.90)	-	8,891.90	0.00%
484001	INSURANCE RECOVERY	(799.00)	-	799.00	0.00%
486001	VENDING COMMISSION	(1,047.71)	(1,200.00)	(152.29)	87.31%
486004	MISCELLANEOUS REVENUE	(1,179.23)	-	1,179.23	0.00%
<b>Totals</b>		<b>(641,812.81)</b>	<b>(635,353.00)</b>	<b>6,459.81</b>	<b>101.02%</b>

Expenditures

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
511110	SALARY-PERMANENT REGULAR	78,692.50	99,229.00	20,536.50	79.30% *
511210	WAGES-REGULAR	84,864.85	106,724.00	21,859.15	79.52%
511220	WAGES-OVERTIME	1,068.10	114.00	(954.10)	936.93%
511230	WAGES-REGULAR OVERTIME	62.83	-	(62.83)	0.00%
511240	WAGES-TEMPORARY	6,890.03	13,343.00	6,452.97	51.64%
511310	WAGES-SICK LEAVE	10,387.49	-	(10,387.49)	0.00%
511320	WAGES-VACATION PAY	8,255.61	-	(8,255.61)	0.00%
511330	WAGES-LONGEVITY PAY	311.25	249.00	(62.25)	125.00%
511340	WAGES-HOLIDAY PAY	7,317.50	-	(7,317.50)	0.00%
511350	WAGES-MISCELLANEOUS(COMP)	4,950.09	-	(4,950.09)	0.00%
512141	SOCIAL SECURITY	14,975.05	16,626.00	1,650.95	90.07%
512142	RETIREMENT (EMPLOYER)	11,672.29	13,706.00	2,033.71	85.16%
512144	HEALTH INSURANCE	49,217.63	53,697.00	4,479.37	91.66%
512145	LIFE INSURANCE	39.95	28.00	(11.95)	142.68%
512146	WORKERS COMPENSATION	1,037.97	-	(1,037.97)	0.00%
512150	FSA CONTRIBUTION	800.00	788.00	(12.00)	101.52%
512173	DENTAL INSURANCE	3,534.08	4,050.00	515.92	87.26%
521216	JANITORAL	760.00	1,700.00	940.00	44.71%
521219	OTHER PROFESSIONAL SERV	105.00	-	(105.00)	0.00%
521297	STALL CLEANING	4,608.00	4,500.00	(108.00)	102.40%
529170	GROUNDS KEEPING CHARGES	22,078.32	14,551.00	(7,527.32)	151.73% *
531001	CREDIT CARD FEES	(26.72)	50.00	76.72	-53.44%
531298	UNITED PARCEL SERVICE UPS	34.84	100.00	65.16	34.84%
531301	OFFICE EQUIPMENT	359.93	1,000.00	640.07	35.99%
531303	COMPUTER EQUIPMT & SOFTWA	2,215.82	2,700.00	484.18	82.07%
531311	POSTAGE & BOX RENT	214.12	850.00	635.88	25.19%
531312	OFFICE SUPPLIES	1,644.72	2,000.00	355.28	82.24%
531313	PRINTING & DUPLICATING	1,470.04	1,000.00	(470.04)	147.00%
531314	SMALL ITEMS OF EQUIPMENT	1,846.11	12,500.00	10,653.89	14.77% *
531320	SAFETY SUPPLIES	2,782.50	250.00	(2,532.50)	1113.00% *
531322	SUBSCRIPTIONS	-	110.00	110.00	0.00%
531324	MEMBERSHIP DUES	2,164.10	1,400.00	(764.10)	154.58% *
531326	ADVERTISING	3,204.73	4,500.00	1,295.27	71.22%
531349	OTHER OPERATING EXPENSES	497.00	1,600.00	1,103.00	31.06%

531351 GAS/DIESEL	5,826.92	13,000.00	7,173.08	44.82% *
531367 WOOD SHAVINGS	26,676.50	27,000.00	323.50	98.80%
532325 REGISTRATION	545.00	1,300.00	755.00	41.92%
532332 MILEAGE	96.60	300.00	203.40	32.20%
532334 COMMERCIAL TRAVEL	-	400.00	400.00	0.00%
532335 MEALS	111.02	1,000.00	888.98	11.10%
532336 LODGING	1,064.92	2,900.00	1,835.08	36.72% *
532339 OTHER TRAVEL & TOLLS	-	100.00	100.00	0.00%
533221 WATER	10,092.31	7,500.00	(2,592.31)	134.56% *
533222 ELECTRIC	50,231.58	44,000.00	(6,231.58)	114.16%
533223 SEWER	6,884.74	7,500.00	615.26	91.80%
533224 NATURAL GAS	6,621.36	9,000.00	2,378.64	73.57%
533225 TELEPHONE & FAX	2,161.62	2,000.00	(161.62)	108.08%
533235 STORM WATER UTILITY	15,562.51	14,500.00	(1,062.51)	107.33%
533236 WIRELESS INTERNET	268.20	500.00	231.80	53.64%
535232 GRAVELING	231.48	5,000.00	4,768.52	4.63% *
535242 MAINTAIN MACHINERY & EQUIP	7,124.00	9,000.00	1,876.00	79.16%
535245 GROUNDS IMPROVEMENTS	10,669.96	14,500.00	3,830.04	73.59%
535247 BLDG REPAIR & MAINT	23,510.79	25,000.00	1,489.21	94.04%
535297 REFUSE COLLECTION	12,394.22	14,000.00	1,605.78	88.53%
535344 HOUSEHOLD & JANITORIAL SUPP	3,787.68	-	(3,787.68)	0.00%
535347 BEVERAGE PURCHASES	11,339.16	14,000.00	2,660.84	80.99%
535349 OTHER SUPPLIES	-	100.00	100.00	0.00%
535352 VEHICLE PARTS & REPAIRS	3,283.43	5,000.00	1,716.57	65.67%
535355 PLUMBING & ELECTRICAL	13,358.37	14,000.00	641.63	95.42%
536533 EQUIPMENT RENT & LEASE	4,209.25	4,500.00	290.75	93.54%
571004 IP TELEPHONY ALLOCATION	1,578.12	1,461.00	(117.12)	108.02%
571005 DUPLICATING ALLOCATION	175.26	1,112.00	936.74	15.76% *
571009 MIS PC GROUP ALLOCATION	8,278.25	9,538.00	1,259.75	86.79%
571010 MIS SYSTEMS GRP ALLOC(ISIS)	2,847.54	3,109.00	261.46	91.59%
591519 OTHER INSURANCE	7,744.87	6,668.00	(1,076.87)	116.15%
594810 CAP EQUIPMENT	12,129.00	17,500.00	5,371.00	69.31%
594820 CAP OTHER	-	10,000.00	10,000.00	0.00%
594821 CAP IMPRV LAND	76,899.87	51,007.75	(25,892.12)	150.76% *
594822 CAP IMPRV BLDG	21,201.00	60,741.00	39,540.00	34.90% *
<b>Totals</b>	<b>674,941.26</b>	<b>754,601.75</b>	<b>79,660.49</b>	<b>89.44%</b>

Other Financing Sources (Uses)

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
					0%
<b>Totals</b>		-	-	-	0.00%
<b>Total Business Unit</b>		<b>33,128.45</b>	<b>119,248.75</b>	<b>86,120.30</b>	

Fair Park  
6902 Fair Week

Date Ran 2/26/2016  
Period December  
Year 2015

Revenues 100.00%

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
411100	GENERAL PROPERTY TAXES	50,975.00	50,975.00	-	100.00%
421001	STATE AID	(7,154.15)	(6,400.00)	754.15	111.78%
457005	RESERVED SEATING FEES	(33,451.11)	(55,000.00)	(21,548.89)	60.82%
457009	CONTEST ENTRY FEES	(1,224.00)	(1,000.00)	224.00	122.40%
457010	SPONSOR REVENUE	(97,707.00)	(110,000.00)	(12,293.00)	88.82% *
457011	GATE RECEIPTS	(236,860.50)	(245,000.00)	(8,139.50)	96.68%
457013	STALL & PEN FEES	(4,652.00)	(5,000.00)	(348.00)	93.04%
457021	PREMIUM BOOK SALES	(1,043.00)	-	1,043.00	0.00%
457029	FFA ENROLLMENT	(6,442.00)	(2,000.00)	4,442.00	322.10%
457030	CREDIT CARD SURCHARGE	-	(1,000.00)	(1,000.00)	0.00%
459001	SODA	(19,513.80)	(15,500.00)	4,013.80	125.90% *
482015	SPACE-FOOD VENDOR	(34,365.20)	(35,000.00)	(634.80)	98.19%
482016	SPACE-BEVERAGE VENDOR	(64,927.78)	(83,000.00)	(18,072.22)	78.23% *
482017	SPACE-OTHER VENDOR	(22,645.36)	(25,000.00)	(2,354.64)	90.58%
482018	SPACE-CARNIVAL	(30,289.10)	(25,000.00)	5,289.10	121.16% *
482019	CAMPING FEE 4-H	(23,850.00)	(16,000.00)	7,850.00	149.06% *
482020	CAMPING FEE VENDOR	(1,570.20)	(3,000.00)	(1,429.80)	52.34%
485200	DONATIONS RESTRICTED	-	-	-	0.00%
<b>Totals</b>		<b>(534,720.20)</b>	<b>(576,925.00)</b>	<b>(42,204.80)</b>	<b>92.68%</b>

Expenditures

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
511110	SALARY-PERMANENT REGULAR	36,995.85	42,857.00	5,861.15	86.32%
511210	WAGES-REGULAR	20,677.71	26,205.00	5,527.29	78.91%
511220	WAGES-OVERTIME	511.88	10,528.00	10,016.12	4.86% *
511240	WAGES-TEMPORARY	43,637.59	36,497.00	(7,140.59)	119.56% *
511310	WAGES-SICK LEAVE	4,791.67	-	(4,791.67)	0.00%
511320	WAGES-VACATION PAY	2,611.21	-	(2,611.21)	0.00%
511330	WAGES-LONGEVITY PAY	-	62.00	62.00	0.00%
511340	WAGES-HOLIDAY PAY	1,436.18	-	(1,436.18)	0.00%
511350	WAGES-MISCELLANEOUS(COMP)	1,042.02	-	(1,042.02)	0.00%
512141	SOCIAL SECURITY	8,431.75	8,822.00	390.25	95.58%
512142	RETIREMENT (EMPLOYER)	6,107.08	6,001.00	(106.08)	101.77%
512143	RETIREMENT (EMPLOYEE)	521.93	897.00	375.07	58.19%
512144	HEALTH INSURANCE	16,386.34	14,828.00	(1,558.34)	110.51%
512145	LIFE INSURANCE	26.84	19.00	(7.84)	141.26%
512150	FSA CONTRIBUTION	200.00	213.00	13.00	93.90%
512173	DENTAL INSURANCE	1,695.85	1,350.00	(345.85)	125.62%
514151	PER DIEM	1,280.00	-	(1,280.00)	0.00%
521216	JANITORAL	-	1,700.00	1,700.00	0.00%
521219	OTHER PROFESSIONAL SERV	1,100.00	500.00	(600.00)	220.00%
521647	VETERINARY SERVICES	624.75	700.00	75.25	89.25%
521648	AMBULANCE/EMS SERVICES	2,500.00	3,800.00	1,300.00	65.79%
521649	SECURITY SERVICES	5,260.50	5,500.00	239.50	95.65%
529299	PURCHASE CARE & SERVICES	5,000.00	-	(5,000.00)	0.00%
529301	FAIR GATE WORKERS	5,821.88	6,300.00	478.12	92.41%
529302	FAIR JUDGES	7,204.00	7,200.00	(4.00)	100.06%
529303	FAIR SUPERINTENDENTS	5,752.00	7,200.00	1,448.00	79.89%
529304	FAIR PARKING SERVICES	1,740.00	1,800.00	60.00	96.67%
531001	CREDIT CARD FEES	5,044.05	1,400.00	(3,644.05)	360.29% *
531101	TICKETS/ENTRY TAGS	5,813.13	3,000.00	(2,813.13)	193.77% *
531102	TROPHIES/PLAQUES	325.00	600.00	275.00	54.17%
531103	RIBBONS	2,247.73	1,500.00	(747.73)	149.85% *
531181	PREMIUMS	19,409.70	20,000.00	590.30	97.05%
531182	FAIR WEEK SPECIAL ACTS	180,626.09	195,000.00	14,373.91	92.63%
531183	SPONSOR FEES	3,084.73	4,000.00	915.27	77.12%
531184	FAIREST OF THE FAIR	1,050.94	500.00	(550.94)	210.19%
531311	POSTAGE & BOX RENT	893.15	650.00	(243.15)	137.41%

531312 OFFICE SUPPLIES	403.85	400.00	(3.85)	100.96%
531313 PRINTING & DUPLICATING	-	100.00	100.00	0.00%
531314 SMALL ITEMS OF EQUIPMENT	2,475.34	40.00	(2,435.34)	6188.35% *
531326 ADVERTISING	45,911.95	50,000.00	4,088.05	91.82%
531349 OTHER OPERATING EXPENSES	1,233.38	750.00	(483.38)	164.45%
531351 GAS/DIESEL	-	2,000.00	2,000.00	0.00%
531367 WOOD SHAVINGS	1,750.00	1,000.00	(750.00)	175.00% *
532332 MILEAGE	196.10	200.00	3.90	98.05%
533221 WATER	-	1,000.00	1,000.00	0.00%
533222 ELECTRIC	-	6,500.00	6,500.00	0.00%
533223 SEWER	-	1,000.00	1,000.00	0.00%
533224 NATURAL GAS	-	90.00	90.00	0.00%
533235 STORM WATER UTILITY	-	600.00	600.00	0.00%
533236 WIRELESS INTERNET	-	130.00	130.00	0.00%
535242 MAINTAIN MACHINERY & EQUIP	36.88	200.00	163.12	18.44%
535245 GROUNDS IMPROVEMENTS	1,496.64	2,500.00	1,003.36	59.87%
535247 BLDG REPAIR & MAINT	1,170.38	1,200.00	29.62	97.53%
535297 REFUSE COLLECTION	105.26	2,000.00	1,894.74	5.26%
535347 BEVERAGE PURCHASES	20,046.28	16,000.00	(4,046.28)	125.29% *
535355 PLUMBING & ELECTRICAL	7,000.00	5,000.00	(2,000.00)	140.00% *
536533 EQUIPMENT RENT & LEASE	67,408.00	68,000.00	592.00	99.13%
571009 MIS PC GROUP ALLOCATION	1,182.61	1,363.00	180.39	86.77%
571010 MIS SYSTEMS GRP ALLOC(ISIS)	3,461.02	3,779.00	317.98	91.59%
591519 OTHER INSURANCE	3,387.68	3,444.00	56.32	98.36%
<b>Totals</b>	<b>557,116.92</b>	<b>576,925.00</b>	<b>19,808.08</b>	<b>96.57%</b>

Other Financing Sources (Uses)

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
					0%
<b>Totals</b>		-	-	-	0.00%
<b>Total Business Unit</b>		<b>22,396.72</b>	-	<b>(22,396.72)</b>	

Fair Park  
6906 Donations

Date Ran 2/26/2016  
Period December  
Year 2015

Revenues 100.00%

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
485106	FAIR EXPANSION DONATIONS	(750.00)	(7,687.21)	(6,937.21)	9.76%
<b>Totals</b>		<b>(750.00)</b>	<b>(7,687.21)</b>	<b>(6,937.21)</b>	<b>9.76%</b>

Expenditures

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
531314	SMALL ITEMS OF EQUIPMENT	-	2,000.00	2,000.00	0.00%
594960	CAPITAL RESERVE	-	31,514.00	31,514.00	0.00%
<b>Totals</b>		<b>-</b>	<b>33,514.00</b>	<b>33,514.00</b>	<b>0.00%</b>

Other Financing Sources (Uses)

Acct Number	Description	YTD Actual	Total Budget	Annual Remaining	Percentage Of Budget
691100	OPER REV ADJUST	-	7,000.00	7,000.00	0.00%
691200	CAP REV ADJUST	-	(7,000.00)	(7,000.00)	0.00%
<b>Totals</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>

<b>Total Business Unit</b>		<b>(750.00)</b>	<b>25,826.79</b>	<b>26,576.79</b>	
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## **Fair Park Director's Report – March 3, 2016**

1. Fair
  - a. Saturday Night entertainment
    - i. Rock Band
    - ii. Applied for military band on Sat. during the day
    - iii. Finalizing local bands
  - b. Circus Incredible – Wallenda's high wire act - Wed, Thurs & Fri.
  - c. Pony rides, petting zoo, primate show – all week
  - d. Chainsaw carver – from area – no charge - Fri., Sat., Sun.
  - e. Recruiting local talent – gymnastics, dance, karate, bands, etc.
  - f. 4-H camping & Fair Vendors online applications
2. Contracts:
  - a. Still working on multi-year Contract -- Gemuetlichkeit
  - b. Fair Contracts
3. RFP's
  - a. Kitchen – received 3 RFP applicants
  - b. Website Design – received 17 RFP applicants
  - c. Feasibility Study – finalizing 2<sup>nd</sup> draft
4. POS System – Office & Kitchen – On Hold
5. Staff
  - a. Weekend Help
    - i. Rough going finding Workampers
    - ii. Overtime, calculating wages & camping Issues to overcome
  - b. Running Ads – Summer Interns & weekend help
6. Advertising – Fair
  - a. Website
    - i. Cost reducing advertising budget
    - ii. Google analytics – tracking people who come to site
  - b. Social Media
    - i. Facebook, twitter, email blasts, Bands in Town, etc.
    - ii. Increase spending on social media
    - iii. Less on traditional advertising
    - iv. Setting up social media calendar
    - v. Selling tickets on StubHub, etc.
    - vi. Third party to help
  - c. Traditional Advertising
    - i. Reduced booklet newspaper inserts, ads in The Advertiser, TV ads, Billboards
    - ii. Change traditional radio stations
    - iii. Non-traditional Options – Ads in movie theatres, craigslist, ebay, etc.

## **FAIR PARK SUPERVISOR'S REPORT**

### **March 3, 2016**

- We do have 1 person that is interested in living on grounds and working this summer. He camped here last year. We will be talking with Human Resources on getting this done.
- New Calcana infrared heater being installed in maintenance shop this week by Jensen Heating from Lake Mills. \$4,695.  
There were 4 other bids; Richter \$4,725, Lake Country \$4,998, JDP \$4,998 and Klecker \$5,322
- Getting Maintenance Shop reorganized with new heater out it will give us a little more space. New metal rack and welding area, Safety cabinets with flammables in one area a reorganize electrical area where we are building new electric panel for west camping
- Our electrician finished up with new panel in Goat barn and we are backfilling trench as ground thaws. Next is to put in new wiring in sheep barn. Remove panels that are at the north end and bring all wiring to the center. This means replacing all old wiring and outlets and possibly taking out old wooden pens.  
All this is being done to replace old overhead wires that were sparking during fair and now can remove old pole by Sheep barn.
- Our electrician is also adding more 30 amp outlets to the west fence for camping
- Talk to Gallitz Grading about getting storm water drains by Hog barn and Indoor arena in as soon as frost is far enough out of ground
- Versa-handler (2 years old) was in for repair because of low oil pressure. Front flywheel came loose and disengaged from pump. Bobcat covered under warranty a \$2,445 repair.
- Sanded and painted 30 - 8' tables with the help of some Community Serviced workers
- Built 10 new 8' picnic tables. We will wait to stain them until wood dries out

# **Jefferson County Fair Park Committee Meeting**

## **Thursday, March 3, 2016**

### **Fair Office Report**

- Closing out 2015, creating new folders and organizing for 2016. We received our rebate check from Pepsi of \$9,645.00 that was deposited into the Fair Park (6901) budget for 2015.
- All future scheduled events have been issued contracts. We've currently collected \$18,950.04 in down payments and signed contracts for 2016.
- Fair camping registration started on February 9<sup>th</sup> and was sold out by February 19<sup>th</sup>. All forms have been turned in online using SeamlessDocs and payment could be made through our online ticketing platform ThunderTix or sent by check to the office. Will update committee with payment totals at meeting.
- 2016 Fair Theme logo is being created by Nasco graphic design department.
- Fair office has new Cisco IP phones and a call tree has been established.
- Assisting in the RFP process for website and food service.
- Maps for Fair, Fair Vendors, and Fair Park Electric & Water locations have been updated by Land Information Dept.