

RESOLUTION NO.: 34—2024-25

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Appleton International Airport desires to enter into an agreement for branded display
2 advertising with ThedaCare, Inc. The term of the agreement shall be for two (2) years beginning
3 March 1, 2024. Annual sponsorship under the agreement shall be \$195,000. The lease revenue
4 has already been included in the 2024 budget, therefore, no budget adjustment is required.

5
6 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic
7 Development Committee recommend adoption of the following resolution.

8 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
9 the Appleton International Airport entering into an agreement for branded display advertising with
10 ThedaCare, Inc., with no budget adjustment needed as the lease revenue has been included in the 2024
11 budget as detailed in the attached Agreement for Display Advertising Between Outagamie County and
12 ThedaCare, Inc. and fiscal note, which by reference are made a part hereof, and

13 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
14 this resolution to the Outagamie County Finance Director and the Appleton International Airport Director.

15 Dated this ____ day of July 2024

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Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &
ECONOMIC DEVELOPMENT COMMITTEE

Dean Culbertson

Lee W. Hammen

Ronald Klemp

Yvonne Monfils

Jayson Winterfeldt

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

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AGREEMENT FOR DISPLAY ADVERTISING

BETWEEN

OUTAGAMIE COUNTY

AND

THEDACARE, INC.

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This Agreement for Display Advertising ("Agreement") is effective as of the 1st day of March, 2024 by and between Outagamie County, ("County") and ThedaCare, Inc. ("Company").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties hereby agree as follows:

1. PREMISES, RENT AND TERM

Company is authorized to display advertisements and content, whether digital, print or through a display box, to promote its business at Appleton International Airport ("Airport"). The annual lease rate during the Term and any renewal thereof for each designated display area under lease within the Airport terminal is set forth in Exhibit B, attached hereto. Exhibit A, attached hereto, sets forth a diagram of locations within the airport terminal along with the approximate square footage occupied by each exhibit. Exhibits A and B are incorporated by reference herein.

The base term of this Agreement shall be for 2 years beginning March 1, 2024 and expiring on February 28, 2026 ("Term"). Company may terminate this Agreement for any reason during the Term or any renewal thereof upon at least ninety (90) days prior written notice of termination to County, served by certified mail with a postmark at least ninety (90) days prior to the proposed termination date. Rent payments shall be annual. Rent for the first year shall be due on June 30, 2024 and shall be due on April 30 for each subsequent year of the Term or extension thereof.

2. CONTENT, OWNERSHIP, AND DUTY TO DISASSEMBLE AND REMOVE EXHIBIT MATERIALS

A. The content of exhibit materials must pertain and be relevant to the promotion of Company's business, be presented in a professional, consistent and tasteful manner and must not cast the County or the Airport in a negative light. All advertising and promotional content must be approved by the Airport Director prior to display. Such approval shall not be unreasonably withheld.

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B. All display materials shall be the property of the Company and the Company must maintain the display in good condition. In the event a display is not maintained in good condition, the Airport Director shall provide written notice to the Company and Company shall have ten (10) business days to repair or return the display to good condition. In the event the display is not repaired or returned to good condition within the ten (10) business days, the Airport Director shall be authorized to take down the display at his discretion.

C. Upon giving the proper notice of termination, as set forth in this Agreement, it shall be the duty of the Company to remove all displays on the termination or expiration of the relevant lease period. The Company must also return the premises, upon which the display was located, to its condition prior to the placement of the display, reasonable wear and tear excepted. Failure to remove displays by the expiration or termination date of the lease shall result in holdover status and the Company shall be on a month to month lease for up to two (2) months until such displays are removed. In the event the displays are not removed within two (2) months of the lease termination or expiration date, the Airport Director may remove the displays, repair or return the premises to their previous condition and assess a reasonable charge for such removal and/or repair as needed.

3. NON-EXCLUSIVE LEASE

Although Company shall be assigned specific areas and spaces in the Airport Terminal to display its advertising and promotional content, the Airport reserves the right to display advertising and promotional content for other lessees within the same general area or vicinity as Company's display; however, any other display shall not encroach upon or obstruct the view of Company's display.

4. UTILITIES

In the event a display requires electricity or other utility, the airport shall provide and pay for such utilities.

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5. HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

6. TERMINATION BY COUNTY

The Airport Director may terminate this Agreement immediately upon or after any one of the following events:

A. Company defaults on a rental payment of the whole or any part of the amount agreed upon herein for a period of ten (10) days after the time such payments become due; provided that any such amount(s) are not subject to a good faith dispute. This non-payment of an undisputed amount shall be considered a material breach and as such is subject to immediate termination without notice; or

B. The breach by Company in the performance of any Agreement required herein, and Company's failure to cure such breach within thirty (30) days of written notice by County of such breach, unless otherwise specified within this Agreement (e.g. default in rental payment as stated above); provided, however, that no notice of termination, as above provided, shall be of any force or effect if Company shall have cured such breach within such thirty (30) day period.

Failure of the Airport Director to declare this Agreement terminated upon default of Company for any of the reasons set out above shall not operate to bar or destroy the right of the Airport Director to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rent by the County for any period after a default of any of the terms, covenants or conditions by Company shall not be deemed a waiver of any right on the part of the Airport Director to terminate this Agreement.

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7. TERMINATION BY COMPANY

In addition to the termination rights set forth in Section 1 of this Agreement, Company may terminate this Agreement as follows:

A. In the event an LCD digital kiosk is removed; or any restrictions on the maintenance or operation of advertising displays are imposed by statute or ordinance of the Municipality in which the Airport Terminal is located, or by legislation, rules or regulations of Federal/State, municipal or other public authorities which in the judgment of the Company shall have the effect of materially diminishing the value of the digital display for advertising purposes, the Company may terminate this Agreement upon thirty (30) days notice to the County. The County shall in this case refund pro rata any rent paid in advance for the unexpired term of this Agreement.

B. Upon the breach by County in the performance of any agreement, condition or requirement required herein, and County's failure to cure such breach within thirty (30) days of written notice by Company of such breach; provided, however, that no notice of termination, as above provided, shall be of any force or effect if County shall have cured such breach within such thirty (30) day period. In the event of any such termination under this provision, the County shall refund to Company pro rata any rent paid in advance for the unexpired term of this Agreement.

8. SEVERABILITY

In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the invalidity of any such provisions does not materially prejudice either County or Company in their respective rights and obligations contained in the valid provisions of this Agreement.

9. INDEPENDENCE OF CONTRACT

It is further mutually understood and agreed that nothing herein contained is intended or shall

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be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or and constituting the Company as the agent or representative or employee of the County for any purpose or in any manner whatsoever.

10. RIGHTS UPON TERMINATION

Upon expiration or termination of this Agreement, Company's rights herein shall cease.

11. MISREPRESENTATION AND INVALID PROVISIONS

All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the County or Company has made any representation or promise with respect to this Agreement not expressly contained herein.

12. HOLDING OVER

In the event that the Company should hold over after the expiration of the Term or any extension of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement, unless otherwise provided herein.

13. FEES AND NOTICES

All fees due under this Agreement shall be made payable to Outagamie County Treasurer, with notation "Airport Digital Display", and shall be remitted to the Outagamie County Courthouse, 320 South Walnut Street, Appleton, Wisconsin, 54911.

Notices shall be sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

County
Airport Director
Appleton International Airport
W6390 Challenger Drive
Suite 201
Appleton WI 54914

Company
ThedaCare, Inc.
3 Neenah Center, 4th Floor
Neenah, WI 54956
Attn: General Counsel

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or to such other addresses as the parties may designate to each other in writing from time to time.

14. ASSIGNMENT OF AGREEMENT

Neither the Agreement nor any of its provisions shall be assigned by either party hereto without written consent of the other party hereto. In the event of Company's merger, acquisition, corporate reorganization, or sale of all or substantially all of Company's assets, consent will not be unreasonably withheld.

15. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of law rules thereof.

16. CONFIDENTIALITY

County acknowledges that patient medical information is confidential and is protected by state and federal law. County shall not disclose patient-identifiable information to any third party and shall use patient-identifiable information only to the extent necessary to perform the services under this Agreement, if applicable. County shall be liable for any misuse, misappropriation, disclosure, or any other breach of this Agreement.

17. MEDICARE ACCESS TO BOOKS AND RECORDS

Until the expiration of four years after the furnishing of the services provided under this Agreement, County will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services. If County carries out the duties of the contract through a subcontractor worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records. This provision shall survive the termination of this Agreement.

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18. MEDICARE REPRESENTATIONS AND WARRANTIES.

County represents and warrants that neither it nor anyone performing services under this Agreement has ever been (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded or debarred from participation in any federal health care program, including Medicare and Medicaid.

19. BOOKS AND RECORDS.

If County provides any “discount or reduction in price” as referred to under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. 1320a-b(b)(3)(A), it shall disclose the discount or reduction in price on its invoices to Company, and Company agrees to disclose that discount or reduction in price as required by law. Further, until the expiration of four (4) years after the furnishing of any products or services hereunder, County will make available to government entities, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of such products and services. If County carries out the duties of this Agreement through a subcontractor worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also be subject to this obligation. This provision shall survive the termination of this Agreement.

20. NO LIEN RIGHTS.

County may neither file nor assert any lien, security interest, or encumbrance (collectively “Lien Right”) on Company’s real or personal property without first providing no less than 60 days prior written notice to Company. The notice shall specify in detail the reason County seeks the Lien Right. The parties further agree that they shall meet and negotiate in good faith within 30 days of the date Company receives notice.

21. MEDICARE NOTIFICATION REQUIREMENTS.

County shall notify Company immediately in the event that it or anyone performing services under this Agreement (1) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health

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care program; or (2) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid. Company may terminate this Agreement immediately upon the occurrence or notification of any of the above. In the event of any such termination under this provision, the County shall refund to Company pro rata any rent paid in advance for the unexpired term of this Agreement.

Dated this 14 day of June, 2024.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year above written.

OUTAGAMIE COUNTY

APPROVED AS TO FORM:

By: _____
Thomas Nelson
County Executive

Electronically Signed: Kyle J. Sargent
Kyle Sargent
Corporation Counsel

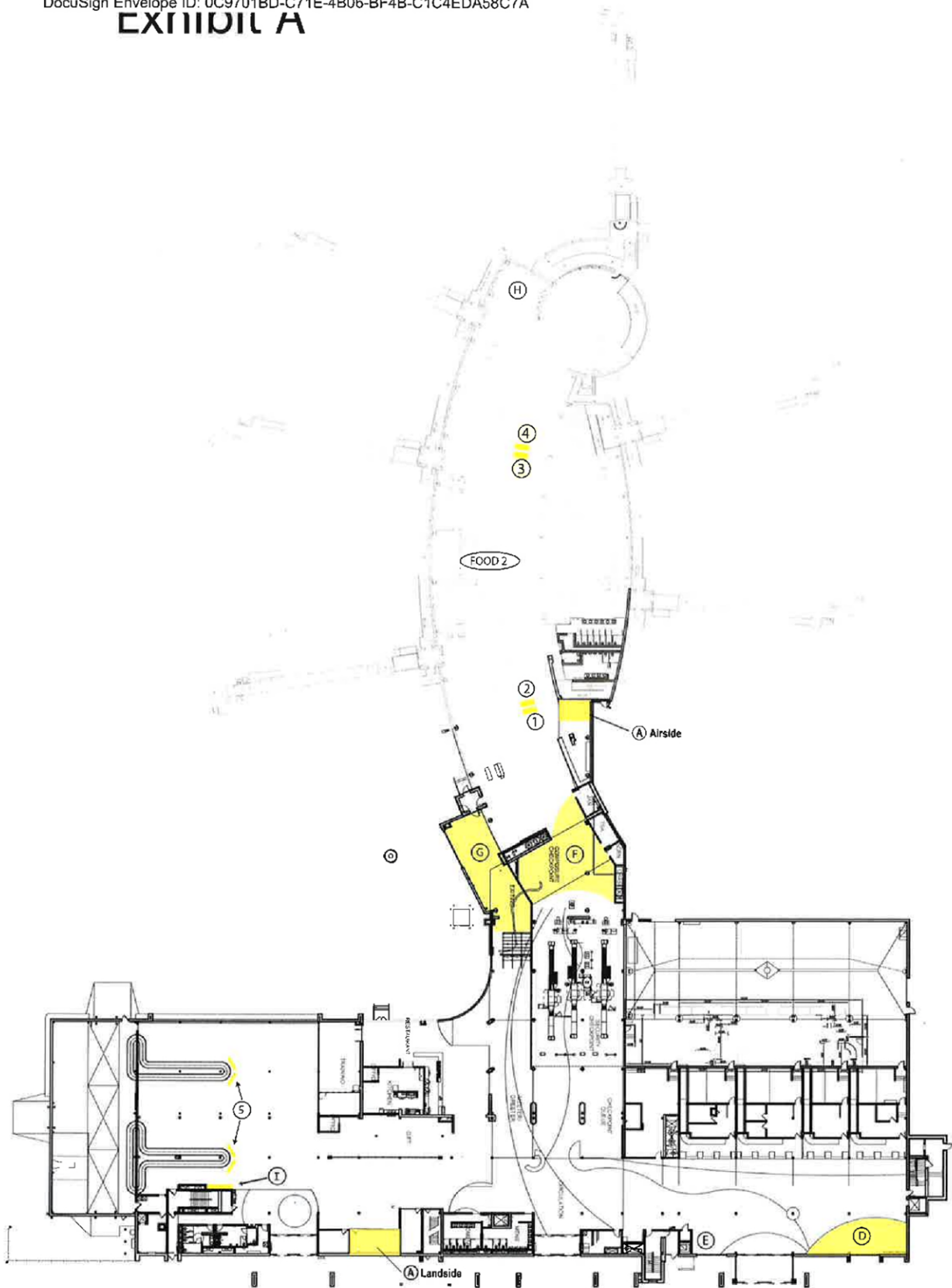
By: _____
Dan Gabrielson
Board Chairperson

By: _____
Jeffrey King
County Clerk

ThedaCare, Inc. by: _____
By: Will Flett
Name: Will Flett
Title: CFO










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EXHIBIT A



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Exhibit B

Location	Item Description	Included with Item	Sponsorship	Detail	Photos
A	Mother's Nursing Room/Lobby	Wall Space, Floor Space, Signage, Furniture, Design to be approved by Airport	\$6,000	County will provide flooring, wall covering, dropped ceiling, electricity, and routine maintenance of Nursing Room. County is determining feasibility of extending plumbing into the room. TheaCare will provide furniture, signage, fixtures and equipment, including, if desired, a TV, refrigerator and sink. TheaCare may brand airport corridor walls that are part of Nursing Room. Airport must approve all items.	
D	Branded Ticketing Lobby Waiting Area North of Door #1	Signage, Furniture, Wall Space	\$25,000	County will provide electricity and routine cleaning. Existing wall covering may not be altered without permission. TheaCare will provide carpet, furniture and signage. Only static signage is appropriate at this location. Furniture will be maintained to airport like-new standards, and replaced as needed.	
F	Composure Area - Includes:	Floor Space, Wall Space, Furniture, Signage, Design to be approved by Airport	\$40,000	County will provide flooring, wall covering and ceiling. County will provide electricity, data cable into MagInfo digital sign software. County will provide routine cleaning. Airport will update digital sign quarterly, upon receiving art files from TheaCare. TheaCare will provide furniture, approved by Airport. TheaCare may provide and install at their expense, digital signage on walls, with prior permission of Airport. TheaCare may install static signage on walls, with prior permission from Airport. Furniture will be maintained to airport like new standards, and replaced as needed.	
G	Exit Lane	Signage, Wall Space	\$30,000	County will provide flooring, wall covering, ceiling and routine cleaning. County will provide electricity and data cable into MagInfo digital sign software. Airport will update digital sign quarterly, upon receiving art files from TheaCare. TheaCare will provide furniture, approved by Airport Director. TheaCare may provide and install at their expense, digital signage on walls, with prior permission of airport director. TheaCare may install static signage on walls, with prior permission from Airport.	
I	Baggage Claim East Wall Allow	Display Area, Signage	\$10,000	County will provide flooring, wall covering, ceiling and routine cleaning. TheaCare may provide furniture, approved by Airport. TheaCare may install static signage on walls, with prior permission from Airport.	
S	Baggage Claim, 4 Monitors, 44" Each	TheaCare Digital Ad	\$15,000	County will provide 4 high quality digital monitors, electricity, and connection to MagInfo. County will provide data cable into MagInfo digital sign software. Airport will update digital sign quarterly, upon receiving art files from TheaCare.	
1,234	Digital Kiosk, Concourse, 20 Second Spot, 1 of 10 Loop Ads, Plus 10 Second A+W Banners	30 second TheaCare Ad	\$3,500	County will loop TheaCare's message in continuous rotation on 4 digital signs. TheaCare will provide digital message in format specified by County. Audio is not allowed on this digital signage. Message must be approved by Airport.	
X	Parking Lot Lighting Poles (Exhibit 5.3)	Parking Banner, Design to be approved by Airport	\$35,000	County will provide specifications for acceptable hardware and banner material. TheaCare will create message, print banners, install and maintain at TheaCare expense. Design and message must be approved by Airport.	
Food 1	Healthy snack and juice choices in vending machines, a healthy row w/ TheaCare logo		\$5,000	County will provide boxes to vending machines. County will promote healthy choices 4 times each year on airport social media. TheaCare will create, print and install attractive decals to attach to either glass or snack rack. We estimate 6-8 healthy choices in each of 2 vending machines. Beverage vending machine: 1 vending machine in all-side will offer healthy juices and these choices will be branded.	
Food 2	Featured TheaCare menu items in 2 restaurants, include restaurant table tents, sponsor healthy items in each category. TheaCare logo featured next to menu items.	Design to be approved by Airport	\$7,500	Landside restaurant: TheaCare may designate 1 item in each of 3 menu categories (3 menu pages) as branded healthy choices. Airside restaurant: TheaCare may designate 1 item in each of 4 categories (4 menu pages) as branded healthy choices. TheaCare will either 1) be given menu file to update or 2) restaurant may add TheaCare branding menu (exact process to be determined). County will work with restaurant to add TheaCare branding at time of menu printing, with the goal being to avoid printing cost to TheaCare. TheaCare may provide, at their expense, restaurant table tents to promote healthy dining, to be displayed in both restaurants.	
A	Mother's Nursing Room-Concourse	Signage to be approved by Airport	\$6,000	County will provide furniture, flooring, wall covering, dropped ceiling, electricity, fixtures and equipment, and routine maintenance of Nursing Room. TheaCare will provide signage. TheaCare may brand Mother's Room door and adjacent door frame outside of Nursing Room. Airport must approve all items.	
NA	Eight (8) Hand Sanitize Stations	Placed throughout the terminal	\$6,000	TheaCare will provide branded hand-sanitizer stations, to be placed at high-traffic areas in airport.	
Total			\$195,000		

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1875) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** ThedaCare, Inc Display Advertising Agreement

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Appleton International Airport desires to enter into an agreement for branded display advertising with ThedaCare, Inc. The term of the agreement shall be for 2 years beginning March 1, 2024. Annual sponsorship under the agreement shall be \$195,000. The lease has already been included in the 2024 budget therefore no budget adjustment is being requested.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes (X) no () partially () n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes (X) no ()
- 6. Does this request modify/adjust the current year budget? yes () no (X) To be determined
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)


COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
No Budget Adjustment needed. Revenue included in 2024 budget			

Annual and Long-Term Impact

8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (X) n/a ()

9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue 195,000

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: 	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: <u>2/21/2024</u>	_____
Comments:	