

2 **RESOLUTION: Authorize Execution of a Donation and Release Agreement with the**
3 **Oshkosh Youth Soccer Club**
4

5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, it is acknowledged that for almost thirty (30) years the youth of Winnebago County have
7 experienced substantial benefits from the presence of the Oshkosh Youth Soccer Club (OYSC) within the
8 Winnebago County Community Park and the preeminent role it has played in being the chief promoter and organizer
9 of soccer programming activities at that facility; and

10 **WHEREAS**, in following with the recommendations put forth in the 1997 Community Park Master Plan,
11 between 1998 and 200 significant improvements were made to the Community Park Soccer Complex that included
12 the installation of seven new irrigated soccer fields in the southwest region of the Park; and

13 **WHEREAS**, the aforementioned investments made to the Soccer Complex have not only served in elevating
14 the quality of youth soccer programming with Winnebago County, the improvements have also helped distinguish the
15 Soccer Complex as being one of the premier sites in northeast Wisconsin at which to enjoy the sport of soccer; and

16 **WHEREAS**, because the focus of soccer activities has shifted through the years whereby most of the
17 scheduled games are now taking place on the seven new fields, OYSC is subsequently interested in continuing to
18 pursue the recommendations and visions expressed in the 1997 Community Park Master Plan and, through its own
19 resources, construct a second soccer shelter with public restrooms at a strategic location on the west side of the
20 Soccer Complex; and

21 **WHEREAS**, it is an accepted practice for parties who wish to donate towards the enhancement of
22 Winnebago County Parks property to not only support the funding and development thereof but to also do so with the
23 understanding that such improvements are therewith released to Winnebago County for ownership in perpetuity; and

24 **WHEREAS**, your undersigned Committees believe that the citizens of Winnebago County would be better
25 served by allowing OYSC, at its own costs, to engage in construction of a soccer shelter in the west section of the
26 Community Park Soccer Complex and for Winnebago County to assume ownership of the building in accordance
27 with the provisions contained in the attached Donation and Release Agreement.

28 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
29 authorizes the Winnebago County Executive and the Winnebago County Clerk to execute a Donation and Release
30 Agreement whereby the Oshkosh Youth Soccer Club will devote resources towards construction of a 30' by 40' two
31 story soccer shelter with public restrooms in a predetermined location in the west section of the Winnebago County
32 Community Park Soccer Complex that will therewith be released to Winnebago County for ownership in perpetuity.
33 A copy of said Donation and Release Agreement is herewith attached and made a part of this Resolution herein by
34 reference.

35 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that upon execution of said
36 Donation and Release Agreement, the Oshkosh Youth Soccer Club shall be recognized as having Winnebago
37 County's permission to begin engaging in fundraising efforts, as well as other related activities, intended to facilitate
38 the construction of the aforementioned soccer shelter.

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Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **5-0**

Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this ____ day of _____, 2013.

Mark L Harris
Winnebago County Executive

DONATION AND RELEASE AGREEMENT

THIS DONATION AND RELEASE AGREEMENT is entered into as of this _____ day of _____, 2013, by and between Oshkosh Youth Soccer Club Inc. (OYSC), and Winnebago County (COUNTY).

WHEREAS, the OYSC is committed to providing youth recreational soccer leagues and tournaments to the COUNTY Community;

WHEREAS, the OYSC has requested to make a donation to the COUNTY of a new pavilion/concession/restroom/storage facility at the Winnebago County Community Park (501 East County Road, Oshkosh, WI);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the OYSC and COUNTY agree to the following:

- 1) The COUNTY agrees to accept the donation from OYSC for Community Park improvements including the construction and landscaping of a new building housing a pavilion, concession stand, public restroom and storage area.
- 2) OYSC agrees to transfer full ownership and any manufacturer warranties of all construction, facility attached equipment and improvements to the COUNTY.
- 3) Upon completion of the building the COUNTY and OYSC will commence in executing the terms of a thirty (30) year lease for OYSC's use of the building. The established terms of the lease agreement shall include, but not be limited to the following:
 - a.) The COUNTY agrees to allow OYSC to lease the new building at no charge except for those utility charges as indicated in Section 3.e. of this document as well as any new utility charges that may be forthcoming.
 - b.) OYSC agrees that it will use the leased building in a manner that is in compliance with all applicable laws, ordinances, regulations and administrative dictates of federal, state and local governments.
 - c.) The COUNTY and OYSC acknowledge that OYSC will lease the building for the commonly accepted purposes of conducting soccer related administrative and program oriented activities as well as for storing soccer related equipment and supplies owned by OYSC. OYSC shall not be allowed to sublet all or any part of the building to a third party entity without the written consent of the COUNTY.
 - d.) The COUNTY's insurance will provide coverage for the building as well as the building foundation and supporting infrastructure. The building content including appliances, furniture, equipment, food items and material stock, shall be covered by OYSC's insurance.
 - e.) The COUNTY will assume payment of the ordinary utility fee charges associated with the building however OYSC will be required to reimburse the COUNTY for utility usage as applied to OYSC's ancillary heating of the building for purposes of any equipment and/or materials storage taking place between October 1st and April 1st.
 - f.) In accordance with the Parks Department's annual practice of closing off portions of the Community Park from approximately the beginning of December up until approximately the first week of April, OYSC agrees to accept the provision that it will be granted only limited access to the building during the cold weather seasons and permission to access the building during the above stated time period will be granted at the discretion of the Winnebago County Parks and Recreation Director or his/her designee.

- g.) The OYSC agrees to fully release and forever discharge the COUNTY and each of its present, former and future employees, elected officials, and representatives from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses and compensation of every kind and nature whatsoever, past, present, or future, against the COUNTY for any claims which relate to or arise out of the use or disposition of the above donated facility.
- h.) The OYSC and its successors, assigns, heirs and beneficiaries further agree not to institute any litigation, lawsuit, claim or action against the COUNTY which arises from, or is alleged to arise from, or relates to, or is based on, or is in any way connected with, in whole or in part, the COUNTY's use or disposition of the donated facility.
- i.) The COUNTY agrees to allow the OYSC to place donation plaques on the inside and/or outside of the building to show appreciation to those individuals, organizations and businesses that have financially assisted in the development of the above project. The plaques and their location will be approved by the Park and Recreation Director before their installation and must follow the Winnebago County Parks Department's sponsorship policies.

IN WITNESS WHEREOF, the parties have caused this Donation and Release Agreement to be executed as of the date first above written.

OYSC Representative:

Signature: _____ Date: _____

Print Name: _____ Title: _____

COUNTY Representative:

Signature: _____ Date: _____

Print Name: Mark Harris Title: Winnebago County Executive