

AMENDED

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, JUNE 20, 2017**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, June 20, 2017, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

- Roll Call
- Pledge of Allegiance
- Invocation
- Adopt agenda

- ***Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda.***

- Communications, Petitions, etc.
 - Notices of Claims:
 - John Nevendorf – damage to his boat's propeller at the Asylum Point Boat Landing
 - Joe Norris – damage to his car caused by the Knapp Street gate at Wittman Regional Airport
 - Resolutions from Other Counties:
 - Burnett County – Resolution #2017-07 – “Recommending Change in Unemployment Compensation Rules”
 - Burnett County – Resolution #2017-08 – “Recommending Amendment to Wisconsin Statute 59.22”
 - Jackson County – Resolution No. 18-5-2017 – “Supporting Creation of a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans”
 - Lincoln County – Resolution 2017-05-74 – “Request for Staff Legislature to Increase Nursing Home Medicaid Funding”
 - Outagamie County – Resolution No. 3 – 2017-18: a resolution requesting full funding of the Great Lakes Restoration Initiative
 - Outagamie County – Resolution No. 5 – 2017-18: a resolution urging Governor Walker and the state legislature, “...to protect homeowners and main street businesses from having even more of the property tax burden shifted to them...”
 - Outagamie County – Resolution No. 9 – 2017-18: a resolution urging Governor Walker and the state legislature, “...to return to the \$9.3 Million appropriation for state aid to counties, recognizing the invaluable service that county conservation employees provide...”
 - St. Croix County – Resolution No. 20 (2017) – “Resolution to Create a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans”
 - St. Croix County – Resolution No. 21 (2017) – “Resolution to Close Loopholes that Shift a Greater Property Tax Burden from Commercial To Residential Homeowners”
 - Walworth County – Resolution No. 14-05/17 – “Recommending Change in Unemployment Compensation Rules”
 - Thank you notes from scholarship recipients Michelle Lokken and Allison Konrad
 - Petition for Zoning Amendments:
 - Jason Matthew Ideus, Town of Algoma – tax parcel no. 002-0135 (p)
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the May 2 and May 16, 2017 meetings
- County Executive's Report
- County Executive's Appointments:
 - Board of Adjustment – Sue Drexler, 2222 More Island, Oshkosh
 - Fox Valley Workforce Development Board, Inc. – Leslie Bradley, Silver Star Brands, 2155 South Oakwood Road, Oshkosh; Russ Haase, Aurora Health Care, 855 North Westhaven Drive, Oshkosh; Mark Westphal, Fox Valley Area Labor Council AFL-CIO; PO Box 186, Menasha; Pattie Andreesen-Shaw, Oshkosh Chamber of Commerce, 120 Jackson Street, Oshkosh
- County Board Chairman's Report
- County Board Chairman's Appointment to Supervisory District 6 – Justin Powell, 612 Wilson Street, Neenah
- **Presentation on the upgrade of Computer Aided Dispatch (CAD) System; and replacement of Law Records Management System (LRMS) and Jail Records System (JRS) – Sheriff John Matz**

ZONING REPORTS & ORDINANCES

Report No. 001 – Keith C. Halder, Town of Poygan
Amendatory Ordinance No. 06/01/17 – Rezoning from A-2 to R-1 for tax parcel no. 020-0032-03

Report No. 002 – Douglas Falk, Town of Winneconne

Amendatory Ordinance No. 06/02/17 – Rezoning from B-2 to B-3 for tax parcel no. 030-0171-03

Report No. 003 – Kenneth Walter, Town of Oshkosh

Amendatory Ordinance No. 06/03/17 – Rezoning from A-2 to R-1 for tax parcel no. 018-0549-09 and 018-0549(p)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 146-62017: Commendation for Judy Harvath

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 147-62017: Commendation for Paul Behnke

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 148-62017: Commendation for Anthony Mann

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 149-62017: Commendation for John Zimmerman

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 150-62017: Authorize Settlement for Unpaid Taxes on Tax Parcel 903-0324, Commonly Known as "The Buckstaff Property"

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 151-62017: Authorize Execution of Grandstand Complex Improvement Agreement with Life Promotions, Inc.

Submitted by:

PARKS AND RECREATION COMMITTEE

RESOLUTION NO. 152-62017: Authorize Execution of Expo Center Rental Agreement Between Winnebago County And Life Promotions, Inc.

Submitted by:

PARKS AND RECREATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

ORDINANCE NO. 153-62017: Amend Section 19.24(7) of the General Code for Winnebago County to Incorporate the Updated Sunnyview Exposition Center Rental Fee Schedule

Submitted by:

PARKS AND RECREATION COMMITTEE

RESOLUTION NO. 154-62017: Request Authority to Apply for a National Recreation and Parks Association Meet Me at the Park Campaign Grant to Fund Inclusive Play Equipment for the Natural Way Area of the Winnebago County Community Park

Submitted by:

PARKS AND RECREATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 155-62017: Amend the Table of Organization for Park View Health Center

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 156-62017: Petition the Secretary of Transportation for Airport Improvement Aid by Winnebago County, Wisconsin

Submitted by:

AVIATION COMMITTEE

RESOLUTION NO. 157-62017: Authorize Lease Extension with US Cellular at Wittman Regional Airport

Submitted by:

AVIATION COMMITTEE

- RESOLUTION NO. 158-62017: Authorize Execution of an Airport Hangar Lease Agreement Between Wittman Regional Airport and NewView Technologies, Inc.
Submitted by:
AVIATION COMMITTEE
- RESOLUTION NO. 159-62017: Creating a Nonpartisan Procedure for the Preparation of State Legislative and Congressional Redistricting Plans
Submitted by:
JULIE GORDON, District 17
AARON WOJCIECHOWSKI, District 16
MIKE NORTON, District 20
- RESOLUTION NO. 160-62017: Support Agreement Between Winnebago County and CGI Communications Inc. for Development of a Winnebago County Showcase Video Program
Submitted by:
MICHAEL NORTON, District 20
LARRY LAUTENSCHLAGER, District 19
- RESOLUTION NO. 161-62017: Advocate Against the Use and Practice of Conversion Therapy to Minors Within Winnebago County
Submitted by:
AARON WOJCIECHOWSKI, District 16
JULIE GORDON, District 17
- RESOLUTION NO. 162-62017: Encourage Affirmative Action Commission and Personnel and Finance Committee to Include "Gender Identity" in the Current and/or Next Winnebago County Affirmative Action Plan
Submitted by:
AARON WOJCIECHOWSKI, District 16
JULIE GORDON, District 17
- RESOLUTION NO. 163-62017: Authorize Payment of Excess Committee Days (April 1, 2016 through March 31, 2017)
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 164-62017: Request Sheriff to Read Declaration of Independence on Courthouse Steps on July 4, 2017
Submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE
- RESOLUTION NO. 165-62017: Authorize Winnebago County to Grant to Wisconsin Public Service Corporation a Permanent Easement on a Parcel of Land Located at the Site of the Winnebago County Sheriff's Department for the Purpose of Installing, Maintaining, and Replacing any Necessary Under and Above Ground Telecommunication and Other Appurtenant Equipment
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk

Upon request, provisions will be made for people with disabilities.
(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)

**PROCEEDINGS OF THE
WINNEBAGO COUNTY BOARD OF
SUPERVISORS**

**Special Orders Session
May 2, 2017
and
Adjourned Session
May 16, 2017**

**Winnebago County Courthouse
415 Jackson Street
Oshkosh, Wisconsin**

**Printed by authority of the Winnebago County Board
David W. Albrecht, Chairman Susan T. Ertmer, Clerk**

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, MAY 2, 2017**

Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Konetzke, Eisen, Roh, Smith, Long, Scherck, Albrecht, Gabert, Binder, Thompson, Olson, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Powers, Locke, Hegg, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Barker, Harpt, Ramos, Brooks and Finch. There is one vacant seat on the County Board.

Motion by Supervisor Robl and seconded by Supervisor Ellis to approve the agenda for this evening's meeting.
CARRIED BY VOICE VOTE.

PUBLIC HEARING

No one from the public addressed the board.

COMMITTEE REPORTS

Supervisor Roh reported on his attendance at a public hearing held at the Winnebago County Airport. There was roughly 80-90 people in attendance including seven County Board Supervisors, a substantial number of tenants of the airport, representatives from EAA, representatives from the Fox Valley Technical Flying School, pilots and other concerned citizens. Supervisor Roh felt that there was unanimous concern with management of the airport.

Supervisor Norton shared the invitation to the ReThink Legislative Breakfast to be held Friday, May 12, 2017, from 7:30 to 9:00 a.m. at the Miron Construction Facility.

CHAIRMAN'S REPORT

Chairman Albrecht reported that Supervisors Ramos, Harpt and Barker asked to be excused from tonight's meeting. Supervisor Blank has resigned from the board because he moved out of his district.

PROGRAM PRIORITY BUDGETING

Supervisor Roh introduced and read a brief biography for Dana Frey, Polk County Administrator. Mr. Frey presented a priority budgeting program to the board. He wants the board to understand the broad outline of a new way to budget; get an idea of how to use a budget to set policy priorities; and know a little bit more about what you spend and what you buy.

Mr. Frey felt that Winnebago County had good financial control, good details included with their budget and that the Comprehensive General Code was good. He touched on the basic problems that are faced during budgeting. A comment he made, "It's what you buy, not what you spend". Are you getting value for the money spent? His prime rule is, "Simplify, simplify, simplify." You don't need complexity, gimmicks or jargon; specialized knowledge or forms and templates; or lengthy meetings going over budgets line by line. You should invest in staff training and skill development.

Four short, easy words to follow: policy, program, output and outcome. There should be three goals: 1. Spend only what you can afford – use fiscal discipline; 2. Do the right things, what's important – use rules, not suggestions; 3. Do things right, what works – use discipline in budget structure.

Mr. Frey feels that you should use a three-year budget process with rolling forward budget estimates. You should create budget ceilings. Never ask a department, "How much do you need?" Do not ask departments what they want. Tell them what their ceiling amount that can be spent and how they can justify new expenditures. Use program savings options.

Mr. Frey likes to define and state program objectives. His ideal situation:

1. County Boards determine what to get done and what results they want.
2. Departments determine the best way to get those results.
3. Funding is allocated to achieve those results that you agree upon.
4. Results are regularly evaluated, courses corrected.
5. New priorities are adopted, completed ones dropped.

The Policy, Planning and Budgeting Linkage:

- First, set priorities – setting priorities begins with defining the problem to be addressed; listen to departments and find their needs, not their wants.
- Planning – Key program strategies. A good strategic statement can drive an operational plan, specifying precisely who is to do what and when.
- Budget analysts review options and board considers new spend requests and savings options.

Mr. Frey then took questions from the board. A copy of this presentation is on file in the County Clerk's office with the proceedings of this meeting and on the County's website: www.co.winnebago.wi.us.

OVERVIEW AND UPDATE ON RELOCATION OF COUNTY DEPARTMENTS

Mike Elder, Facilities Director, updated the board on what is happening in the Facilities and Property Management Department. Their goal is to maintain a safe and efficient environment for the public and for the employees. Facilities maintains 34 buildings out of 113 that Winnebago County owns. They work with the Parks Department, the Airport, Solid Waste and the Highway Department to maintain their buildings. Mr. Elder feels the value of all the buildings in Winnebago County is \$185 million dollars.

Mr. Elder discussed all the maintenance duties that the Facilities Department cover.

Items that the Maintenance Department has completed this last year: Replacing and finishing the courthouse roof, the Courthouse Security Center, reconstructing parking lots, relocating departments and reducing the energy consumption of the county over the last 10 years by 6.9%.

Trivia about the Maintenance Department:

- Average 12,500 work orders in a year. This is roughly 48 per day. 6,200 are preventative maintenance.
- Age of buildings range from 1887 to 2010.

Mr. Elder touched on the relocation of Departments. The first bid for this project came in higher than anticipated. The project was put out for bids a second time. Boldt was awarded the project and hopes to be in full swing with the project by June 1. The work will be phased to allow for a smooth transition.

Mr. Elder then took questions from the board.

CHILD SUPPORT AGENCY PERFORMANCE UPDATE

Kathleen Diedrich, Child Support Agency Attorney/Director, stated that in 2010, the nation served over 17 million children and poor families through child support. In Wisconsin, 374,000 children depend on this program. They provide cost effective administration to try to reduce the number of people on public support. This agency is federally funded and needs to meet four measures to get this funding. They need to establish paternity cases, establish court orders, collect current support and collect support that is in arrears.

In 2016, \$658 million was collected in Wisconsin for child support for children and families. Ms. Diedrich provided statistics for the numbers that are affected by Child Support. In the nation, Wisconsin is ranked third in percentage of child support collected, 17th in collection for full time employees, 9th in collections per capita, and 14th in total collected. Winnebago County has extremely dedicated staff that are doing an excellent job.

The Child Support Agency is currently using the "KIDS" system which was started in 1994. A new system should be introduced in 2018 that will be more user friendly.

Ms. Diedrich reported on the number of cases that Winnebago County aided in for the year 2016. She reported on the dollars that were collected for Child Support. Child Support is working with a new program to assist persons to find a job. There is a Department of Family website that anyone can research to compare Winnebago County to the rest of the State.

Ms. Diedrich then took questions from the board.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to adjourn until the Board's next meeting on Tuesday, May 16, 2017. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:54 p.m.

Respectfully submitted,
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held May 2, 2017.

Julie A. Barthels
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, MAY 16, 2017**

Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Konetzke, Harpt, Eisen, Ramos, Roh, Smith, Long, Scherck, Albrecht, Gabert, Binder, Thompson, Olson, Wojciechowski, Gordon, Wingren, Norton, Warnke, Robl, Singstock, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Egan, Ellis, Snider and Kriescher. Excused: Barker, Lautenschlager, Brooks and Keller. There is one vacant position on the board.

Motion by Supervisor Robl and seconded by Supervisor Ellis to adopt the agenda with one correction, Resolution No. 144-52017 should have been Ordinance No. 144-52017. CARRIED BY VOICE VOTE.

PUBLIC HEARING

John Rowe, Vice-President of Operations for Cumulus Media spoke in favor of Resolution No. 140-52017: Authorizing a Media Sponsor Licensing Agreement Between Winnebago County and Cumulus Broadcasting.

COMMUNICATIONS AND PETITIONS

The following correspondence was presented to the Board by Sue Ertmer, County Clerk:

- Resolutions from Other Counties:
 - Dunn County – “Resolution No. 30 – Supporting Creation of a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans” was referred to the Legislative Committee.
 - Outagamie County – “Resolution No. 154-2016-17 – Supports the State of Wisconsin’s proposed Recount Reform Bill” was referred to the Legislative Committee.
- Petition for Zoning Amendments
 - No. 001 – A zoning request from Keith Halder, Town of Poygan, for tax parcel no. 020-0032-03(p), to rezone from A-2 to R-1 for a single family residence was referred to the Planning and Zoning Committee.
 - No. 002 – A zoning request from Kenneth Walter, Town of Oshkosh, for tax parcel no. 018-0549-09 & 018-0549(p), to rezone from A-2 to R-1 for a single family residence was referred to the Planning and Zoning Committee.
 - No. 003 – A zoning request from Douglas Falk, Town of Winneconne, for tax parcel no. 030-0171-03, to rezone from B-2 to B-3 for personal storage facilities and bus storage facility was referred to the Planning and Zoning Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Roh commented on Resolution No. 084-122016 involving three committees, Facilities and Property Management; Personnel and Finance and Aviation. He stated that none of the committees actually voted on this resolution as presented. The resolution had been revised by adding lines 26 – 31 to the original resolution. Mr. Roh is troubled that it was even placed on the agenda for this meeting. Chairman Albrecht reminded Supervisor Roh that this resolution is being withdrawn from tonight’s agenda.

Supervisor Egan reported that the Legislative Committee meeting will be cancelled for this month due to lack of agenda items.

Supervisor Egan reported that the Planning and Zoning Department is two staff members short. He wanted to let everyone know in case of complaints regarding things not getting done. Public forum hearings for the Planning & Zoning Committee will be held on the 3rd floor of the Administration Building while the 4th floor is being reconstructed.

Motion by Supervisor Robl and seconded by Supervisor Farrey to approve the April 18, 2017 meeting proceedings. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE’S REPORT

Executive Mark Harris reported on an item that will be placed on a future agenda. Winnebago County is part of a six-county coalition in the Fox Valley Workforce Development Board. This board received an unfavorable audit from the Department of Labor. The board is currently working through differences with the Department of Labor to reach a settlement agreement. The settlement could be \$102,000.00 that would be divided between the six counties.

Executive Harris reminded the board that the Milwaukee Bucks have picked Oshkosh for the location of their D-League team and that a group of investors have chosen the Buckstaff property for this venue. There are still issues with delinquent property taxes on this property. The County Treasurer will be bringing a resolution to the board regarding this issue.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Albrecht reported that Supervisors Brooks and Keller asked to be excused from tonight's meeting. Chairman Albrecht asked everyone to keep Supervisor Keller in their prayers as he faces health issues.

PRESENTATION OF THE 2017 WINNEBAGO COUNTY SCHOLARSHIPS

Chairman Albrecht presented the following students with Scholarship Certificates, Winnebago County History Books and checks:

- Rylee Mory, Neenah High School
- Macrina Kayllan Schry, Lourdes Academy
- Collin Haese, Neenah High School
- Allison Konrad, Oshkosh North High School
- Michelle Lokken, Oshkosh North High School
- Spencer Wein, Winneconne High School
- Lexi Tierney, Appleton North High School
- Natalie Roh, Neenah High School

The students told the Board what school they would be attending and what they were majoring in. Kayla Hubbard of Valley Christian High School was not able to attend tonight's meeting:

PRESENTATION OF 2017 SCHOLARSHIP FOR "CONTINUING EDUCATION IN THE FIELD OF PSYCHOLOGY"

Dr. Bill Topel, Director of Human Services, presented a Wisconsin County Human Services Association Scholarship for "Continuing Education in the field of Psychology" to Jazmay Felder. Ms. Felder was awarded this scholarship at the Wisconsin County Human Services Conference held May 5, 2017 in Elkhart Lake. The award is a \$250.00 scholarship for continuing education in the human services area.

Ms. Felder stated that she will be attending UW Fox Valley for psychology and education to be a guidance counselor. She will finish at UW-Oshkosh. Ms. Felder thanked everyone for the scholarship.

"ON-LINE STORE" FOR PERSONAL PURCHASE OF COUNTY-LOGO APPAREL

Sue Ertmer, County Clerk, explained the "on-line store" where supervisors and employees can order shirts from the County's website. There are a number of different styles including windbreakers. Ms. Ertmer explained where to find instructions to order on the website. Chairman Albrecht and Executive Harris have approved the "store".

ZONING REPORTS & ORDINANCES

Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Lori Chevalier and John Ross, to change from B-3 Regional Business to R-1 Rural Residential for tax parcel no. 010-0339. Motion by Supervisor Long and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 05/01/17– A requested zoning change from B-3 to R-1 for tax parcel no. 010-0339. Motion by Supervisor Long and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: April 21, 2017)

Report No. 002 – A report from the Planning and Zoning Committee regarding a requested zoning change from CMA Investments, LLC, Town of Oshkosh, to change from R-1 Rural Residential to I-1 Light Industrial for tax parcel no. 018-0074. Motion by Supervisor Gabert and seconded by Supervisor Olson to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 05/02/17 – A requested zoning change from R-1 to I-1 for tax parcel no. 018-0074. Motion by Supervisor Gabert and seconded by Supervisor Egan to adopt. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Kriescher (Effective Date: April 21, 2017)

Amendatory Ordinance No. 3 – A requested zoning change from the Town of Utica on behalf of Warren Davies, to rezone from A-2 Agriculture General Farming to RR Rural Residential Recreational for tax parcel no. 024-0544. Motion by Supervisor Egan and seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 84-122016: Authorize the Construction of a New Aviation Business Center (Terminal Building Replacement) at a Cost of \$5.5 Million to be Funded with the Issuance of General Obligation Promissory Notes

WHEREAS, the current terminal/office building has deteriorated significantly over the years and is in need of major

improvements such as a new roof, HVAC system components, windows, and plumbing; and

WHEREAS, the current facilities, with combined 43,790 square feet and constructed principally as an airline terminal, are occupied by the County Airport administration and other building tenants, which utilize 18,720 square feet; and

WHEREAS, the current building structure and layout does not lend itself to renovation for expanded interior revenue-generating space; and

WHEREAS, the cost of replacing the roof and making other significant repairs and improvements to the existing buildings does not justify the expense in light of the amount of space currently used and needed in the facility; and

WHEREAS, a smaller energy-efficient building is needed to replace the outdated obsolete older buildings; and

WHEREAS, the razing of the existing buildings and construction of a new Aviation Business Center will convert unused parking lots and vacant land into developable revenue-generating property for future aviation and supporting businesses; and

WHEREAS, the County Board approved hiring an architect, and the architect has developed a plan with a budget of \$5.5 million; and

WHEREAS, funding from the Federal Aviation Administration (FAA) Airport Improvement Fund (AIP) and the Wisconsin Department of Transportation (DOT) Bureau of Aeronautics (BOA) is not available for 2017, and the possibility of funding for 2018 or later will not be known until later in 2017; and

WHEREAS, Wittman Regional Airport held a public hearing on April 27, 2017, to solicit input on various projects, including the construction of a new terminal/Aviation Business Center and razing of the existing terminal and west wing, for which the airport is petitioning federal and state funding; and

WHEREAS, it would be prudent to move forward with the project at this time.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby appropriates a total of \$5.5 million to the construction of a new Aviation Business Center facility.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to construct the facility shall be advanced from the General Fund of Winnebago County with said fund being reimbursed from subsequent bond issues.

Submitted by:
AVIATION COMMITTEE
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

WITHDRAWN.

RESOLUTION NO. 138-52017: Commendation for Patricia R. Owen

WHEREAS, Patricia R Owen has been employed with Park View Health Center for the past thirty-three (33) years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Patricia R Owen has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation be and is hereby extended to Patricia R Owen for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Patricia R Owen.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 139-52017: Disallow Claim of Taiye Philips Oriaran

WHEREAS, your Personnel and Finance Committee has had the claim of Taiye Philips Oriaran referred to it for attention; and

WHEREAS, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Taiye Philips Oriaran, filed with the County Clerk on March 8, 2017, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 140-52017: Authorize a Media Sponsor Licensing Agreement Between Winnebago County and Cumulus Broadcasting

WHEREAS, Cumulus Broadcasting is a corporate provider of radio broadcast services originating out of the Fox Cities that is capable of transmitting to the Upper Peninsula and to points just north of Milwaukee; and

WHEREAS, Cumulus Broadcasting desires to enter into a media licensing agreement with Winnebago County whereby Cumulus Broadcasting would become the radio broadcast media provider of the Winnebago County Parks Department and would thereby be provided with exclusive rights to maintain a mutually-favorable relationship with the Parks Department to serve the marketing interests and efforts of both parties; and

WHEREAS, pursuant to this agreement, Cumulus Broadcasting would be granted the right to install up to two advertising signs to be displayed at locations included on a list of predetermined Parks Department properties; and

WHEREAS, pursuant to this agreement, Cumulus Broadcasting would be granted rights allowing onsite presence during events at a predetermined location regardless of event sponsor, the ability to set up a portable broadcast station and transmit from predetermined sites, the right to display five (5) banners to be located at predetermined sites and place flyers in kiosks at boat landings and trail heads, and the right to include its logo on the Parks Department's webpage with a link to the Cumulus Broadcasting's webpage; and

WHEREAS, in exchange for its product support, Winnebago County will receive a minimum of four (4) separate prerecorded radio spots of 60 seconds in duration to be broadcast a minimum of fifty-two (52) spots throughout the calendar year; and

WHEREAS, the aforementioned agreement would expire on December 31, 2021, with Cumulus Broadcasting being provided the first right to renegotiate said agreement for an additional term. A copy of said agreement may be obtained from the Winnebago County Parks Director or Winnebago County Corporation Counsel and is incorporated herein by reference as a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter into an agreement with Cumulus Broadcasting, which shall run through December 31, 2021, and shall contain those major terms described above.

Submitted by:
PARKS COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 141-52017: Authorize Contract Between AT&T and Winnebago County for Telephone Line Service

WHEREAS, the Centrex telephone line service between Winnebago County and AT&T will expire on June 30, 2017; and

WHEREAS, AT&T offers competitive State contract pricing, for the provision of telephone line services; and

WHEREAS, AT&T presently the copper terminating inside our buildings, which eliminates the need for a third party when troubleshooting downtime; and

WHEREAS, the required service currently covers 176 specific lines for items including fax, modems, alarms, elevator alerts, and security devices throughout several Winnebago County buildings; and

WHEREAS, without this multi-year contract, Winnebago County would be required to pay month-to-month pricing for the required service. Currently the month-to-month charges would be an additional \$4,180 per month above the cost of the current contract. Over three years, this would amount to approximately \$150,480.00 (\$4,180 X 12 X 3) in additional costs; and

WHEREAS, the undersigned Committees recommend that the Winnebago County Board of Supervisors and the Winnebago County Executive approve said contract between Winnebago County and AT&T.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the extension of the contract between Winnebago County and AT&T for the provision of Centrex telephone line service to Winnebago County buildings pursuant to those terms as are contained in the attached proposed contract, which is made a part of this Resolution herein by reference.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that said contract shall be for a term beginning July 1, 2017, and expiring on April 30, 2020.

Submitted by:
INFORMATION SYSTEMS COMMITTEE

Motion by Supervisor Smith and seconded by Supervisor Olson to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 142-52017: Amend the Table of Organization for the Winnebago County Human Services Department—Administrative Services Division

WHEREAS, prior to filling a currently vacant position the duties, responsibilities, and workloads of certain administrative employees in the Administrative Division of the Human Services Department have been examined and reevaluated; and

WHEREAS, it appears possible to combine the duties currently performed by a half-time Administrative Associate—Human Services position and by a full-time Administrative Associate III position into one full-time Administrative Associate—Human Services position; and

WHEREAS, combining these two administrative positions is expected to improve efficiency of Department operations while reducing the number of authorized employees by 0.5 FTE, resulting in a cost savings to Winnebago County;

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that it hereby amends the Table of Organization for the Winnebago County Human Services Department, Administrative Services Division, by deleting one full-time Administrative Associate III position and one part-time Administrative Associate – Human Services position, and by adding one full-time Administrative Associate—Human Services position, effective immediately.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 143-52017: Authorize Execution of Airport Lease Between Janie Gee Aviation Inc and Winnebago County

WHEREAS, Janie Gee Aviation Inc desires to lease Building 1-2 at Wittman Regional Airport for a three (3) year period, with rent to be established at \$837.84 per month plus sales tax during the first year of the lease, \$837.89 plus sales tax, plus the average Consumer Price Index for all Urban Consumers (CPI-U) for the past year in the second year of the lease, and the monthly rate in year 2 plus the CPI-U for year 2 plus tax in the third year of the lease; and

WHEREAS, said lease would run from February 1, 2017, through January 30, 2020; and

WHEREAS, the Aviation Committee believes that said lease is in the best interests of Winnebago County and has approved said lease.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a three (3) year lease between Winnebago County and Janie Gee Aviation Inc for Building 1-2 at Wittman Regional Airport pursuant to those terms as stated above. A complete copy of said lease is available upon request from the Wittman Regional Airport Manager and incorporated herein by reference as a part of this Resolution.

Submitted by:

AVIATION COMMITTEE

Motion by Supervisor Warnke and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE.

ORDINANCE NO. 144-52017: Amend Chapter 11 of the General Code of Winnebago County: Health and Social Services

WHEREAS, the Winnebago County Board of Health annually requests the Winnebago County Board of Supervisors to amend Appendix A of Chapter 11 of the General Code of Winnebago County so as to update its Permit Fee Schedule for the period from July 1 through June 30 of the upcoming year for the purpose of amending any fees to reflect changes in State law and to amend any fees so as to reflect any increased or decreased costs to the Winnebago County Department of Health; and

WHEREAS, the Winnebago County Board of Health has approved the attached 2017-2018 Permit Fee Schedule and recommends that Chapter 11 of the General Code of Winnebago County be amended upon the adoption of said Fee Schedule; and

WHEREAS, the Winnebago County Board of Health is further recommending that Chapter 11 of the General Code of Winnebago County be amended so as to delete Appendix B of Chapter 11 of the General Code of Winnebago County in that said Appendix existed solely for the purpose of regulating high-risk sexual conduct establishments within the City of Oshkosh subsequent to the mergers of the City of Oshkosh Health Department into the Winnebago County Department of Health. Said Appendix is no longer necessary in that high risk sexual conduct establishments no longer exist within the City of Oshkosh.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors for Winnebago County that Appendix B of Chapter 11 of the General Code of Winnebago County is herewith rescinded.

BE IT FURTHER ORDAINED by the Board of Supervisors for Winnebago County that Appendix A of Chapter 11 of the General Code of Winnebago is hereby amended to read as indicated in the attached document, marked as Appendix A: Winnebago County Health Department 2017-2018 Permit Fee Schedule.

BE IT FURTHER ORDAINED by the Board of Supervisors for Winnebago County that amendments to Chapter 11 of the General Code of Winnebago County as set forth herein shall become effective as of July 1, 2017.

Submitted by:
BOARD OF HEALTH

Motion by Supervisor Ramos and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 145-52017: Urge Legislature to Review and Amend ATCP 49.12(1)(c), Wis Admin Code

WHEREAS, the Winnebago County Board of Supervisors approved a Farmland Preservation Plan over four years ago; and

WHEREAS, allows for voluntary landowner preference as a criteria for placement of property within Winnebago County's farmland preservation plan; and

WHEREAS, Winnebago County is presently in the process of updating its Farmland Preservation Plan, which will be submitted, upon completion, to the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) for certification; and

WHEREAS, officials with the DATCP have already notified Winnebago County that the agency will not certify an updated Farmland Preservation Plan if such Plan requests language that allows placement of property within the Farmland Preservation Program to be based solely upon the preference of the property owner. Officials of the DATCP have taken this stance based upon ATCP 49.12(1)(c), Wis Admin Code, which reads "The rationale [for placement on the Farmland Preservation Program] may not be based primarily on landowner preferences"; and

WHEREAS, your undersigned believes that § 91.16, Wis Stats, "Certification of Plan by the Department" does not contain language which supports the language contained in ATCP 49.12(1)(c), Wis Admin Code; and

WHEREAS, Winnebago County's present Farmland Preservation Plan has provided the opportunity for landowners to receive approximately \$97,000 in tax credits from the voluntary participation of approximately 12,934 acres in the Farmland Preservation Program.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors as follows:
That it hereby urges the Wisconsin State Legislature to review ATCP 49.12, Wis Admin Code and to consider rescinding ATCP 49.12(1)(c), Wis Admin Code, which prohibits the rationale for placement of a parcel of property in the Farmland Preservation Plan from being based primarily on landowner preferences.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it directs the Winnebago County Clerk to transmit a copy of this Resolution to all legislators representing constituents within Winnebago County within the Wisconsin State Legislature; to the Wisconsin Counties Association; and to the Office of Governor Scott Walker.

Submitted by:
CHUCK FARREY, District 30

Motion by Supervisor Farrey and seconded by Supervisor Snider to adopt.

Motion by Supervisor Wingren and seconded by Supervisor Smith to send Resolution back to the Legislative Committee. Vote: AYES: 11 – Konezke, Roh, Smith, Long, Thompson, Wingren, Norton, Robl, Singstock, Powers and Finch. NAYES: 20. ABSTAIN – 0. ABSENT – 4 – Barker, Lautenschlager, Brooks and Keller. There is one vacancy on the Board. LOST.

Vote on Resolution: AYES: 29. NAYES: 2 – Wingren and Finch. ABSTAIN: 0. ABSENT: 5 – Barker, Lautenschlager, Brooks and Keller. There is one vacancy on the Board. CARRIED.

Motion by Supervisor Robl and seconded by Supervisor Konezke to adjourn until the June 20, 2017 meeting at 6:00 p.m. The meeting was adjourned at 6:42 p.m.

Submitted by:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held May 16, 2017.

Julie A. Barthels
Winnebago County Deputy Clerk

MARK L. HARRIS
County Executive

112 OTTER AVE., P. O. BOX 2808
OSHKOSH, WISCONSIN 54903-2808



OSHKOSH (920) 232-3450
FOX CITIES (920) 727-2880
FAX (920) 232-3429

Winnebago County
Office of the County Executive


TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: June 20, 2017
SUBJECT: Re-appointment to the **BOARD OF ADJUSTMENT**

Subject to your approval, I am hereby making the following re-appointment to the **BOARD OF ADJUSTMENT**.

Sue Drexler
2222 More Island
Oshkosh, WI. 54904

This is a three (3) year term which will expire June 30, 2020.

Thank you in advance for your favorable consideration of this appointment.



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Board of Adjustment

MARK L. HARRIS
County Executive

112 OTTER AVE., P. O. BOX 2808
OSHKOSH, WISCONSIN 54903-2808



OSHKOSH (920) 232-3450
FOX CITIES (920) 727-2880
FAX (920) 232-3429

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: June 20, 2017
SUBJECT: Appointments and re-appointments to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Subject to your approval, I am hereby making the following appointments and re-appointments to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Leslie Bradley
Silver Star Brands
2155 S. Oakwood Rd.
Oshkosh, WI. 54904

Russ Haase
Director, Human Services
Aurora Health Care
855 N. Westhaven Dr.
Oshkosh, WI. 54904

Mark Westphal
Fox Valley Area Labor Council AFL-CIO
P.O. Box 186
Menasha, WI. 54952-0186

Patti Andreesen-Shaw
Oshkosh Chamber of Commerce
120 Jackson St.
Oshkosh, WI. 54901

Leslie Bradley will replace Craig Christenson and this term will expire June 30, 2020.

Russ Haase will replace Linda Mingus and that term will expire June 30, 2019.

Mark Westphal and Patti Andreesen-Shaw are being re-appointed and their terms will expire June 30, 2020.

Thank you in advance for your favorable consideration of these appointments.

A handwritten signature in cursive script, reading "Mark L. Harris", is written over a horizontal line.

Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Fox Valley Workforce Development Board, Inc.

DAVID W. ALBRECHT
Chairman
County Board

415 JACKSON STREET, P. O. BOX 2808
OSHKOSH, WISCONSIN 54903-2808

(920) 236-4766
FAX (920) 303-3025



Winnebago County

The Wave of the Future

TO: Winnebago County Board of Supervisors
FROM: Chairman David Albrecht
DATE: June 20, 2017
RE: Appointment to the County Supervisor District No. 6

Subject to your approval, I am appointing Justin Powell, 612 Wilson Street, Neenah, WI; to County Supervisor District No. 6. He will complete the unexpired term of Michael Blank, who resigned from the Board. Mr. Powell's term will begin immediately and end on April 17, 2018.

Thank you in advance for your approval of this appointment.

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4110 filed with the County Clerk by:

HALDER, KEITH C, Town of POYGAN and referred to the Planning and Zoning Committee on 5/23/2017 and

WHEREAS, a Public Hearing was held on 5/30/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: HALDER, KEITH C
Agent(s): BOELTER, TODD

Location of Premises Affected: 7439 COUNTY RD B WINNECONNE, WI 54986

Legal Description: Being a part of the NW 1/4 of the NE 1/4, Section 13, Township 19 North, Range 14 East, Town of Poygan, Winnebago County, Wisconsin.

Tax Parcel No.: 020-003203

Sewer:	<input type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input type="checkbox"/>	Municipal	<input checked="" type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Wetlands		

WHEREAS,
Applicant is requesting a rezoning to R-1 Rural Residential,

And
WHEREAS, we received notification from the Town of POYGAN recommending Approval
And

WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

The Town of POYGAN has Approved. Town action is advisory due to shoreland jurisdiction.
Town findings for Approval were as follows:

1. The requested Zoning Map Amendment does agree with the adopted plan.
 2. Consistent with Town Plan.
 3. Consistent with adjacent zoning.
 4. Reasonable use of property.
1. The Town of Poygan has approved.
 2. There were no objections.
 3. Proposed use is compatible with adjacent uses.

Findings were made in consideration of Section 23.7-5(b)(1),(2),&(3).

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 3-0.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby [ADOPTED] OR [DENIED].

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 060117

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4110 as follows:

Being a part of the NW 1/4 of the NE 1/4, Section 13, Township 19 North, Range 14 East, Town of Poygan, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____,
2017.

Mark Harris
County Executive

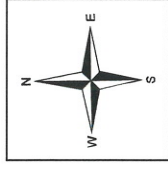
County Board Supervisory district: **36**

Application #17-ZC-4110

Date of Hearing:
May 30, 2017

Owner(s):
Halder, Keith

Subject Parcel(s):
020003203(P)



Winnebago County
WINGS Project

Scale
1 inch : 300 feet

County Zoning Districts

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



○ = SITE



Application #17-ZC-4100

Date of Hearing:

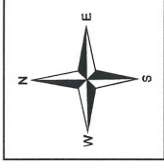
May 30, 2017

Owner(s):

Halder, Keith

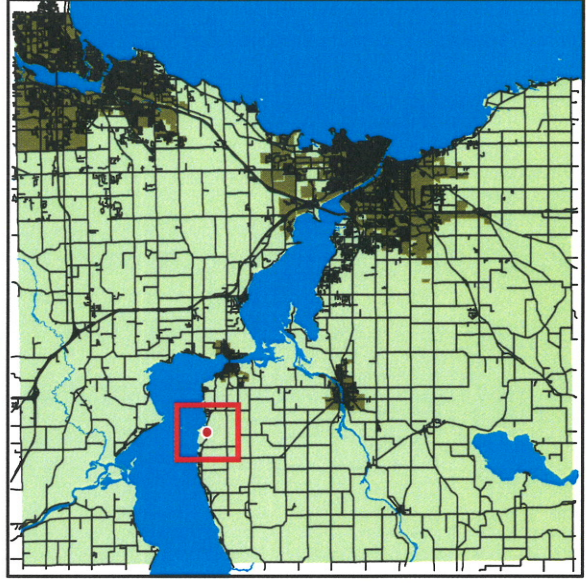
Subject Parcel(s):

020003203(P)



Winnebago County
WINGS Project

● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4100 filed with the County Clerk by:

FALK, DOUGLAS, Town of WINNECONNE and referred to the Planning and Zoning Committee on 5/23/2017 and

WHEREAS, a Public Hearing was held on 5/30/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: FALK, DOUGLAS
Agent(s): KLEMAN, PHIL - MCMAHON ASSOCIATES

Location of Premises Affected: WEST OF 5504 E STATE RD 116, WINNECONNE, WI 54986

Legal Description: Being a part of the SE 1/4 of the SW 1/4, Section 14, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

Tax Parcel No.: 030-017103

Sewer:	<input type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input type="checkbox"/>	Municipal	<input type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	Wetlands		

WHEREAS,
Applicant is requesting a rezoning to B-3 Regional Business,

And
WHEREAS, we received notification from the Town of WINNECONNE recommending Approval
And

WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

The Town of WINNECONNE has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows:

1. The requested Zoning Map Amendment does agree with the adopted plan.
1. The Town of Winneconne has approved. Town action is advisory due to shoreland jurisdiction.
2. There were objections to potential drainage problems, an increase in traffic, lighting, and safety concerns for the neighboring properties.
3. Proposed use is compatible with adjacent uses.

Findings were made in consideration of Section 23.7-5(b)(1),(2),&(3).

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 3-0

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby [ADOPTED] OR [DENIED].

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 060217

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4100 as follows:

Being a part of the SE 1/4 of the SW 1/4, Section 14, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

FROM: B-2 Community Business,

TO: B-3 Regional Business,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Mark Harris
County Executive

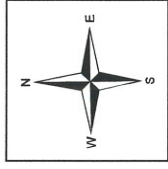
County Board Supervisory district **35**

Application #17-ZC-4100

Date of Hearing:
May 30, 2017

Owner(s):
Falk, Douglas

Subject Parcel(s):
030017103



Winnebago County
WINGS Project

Scale
1 inch : 300 feet

County Zoning Districts

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



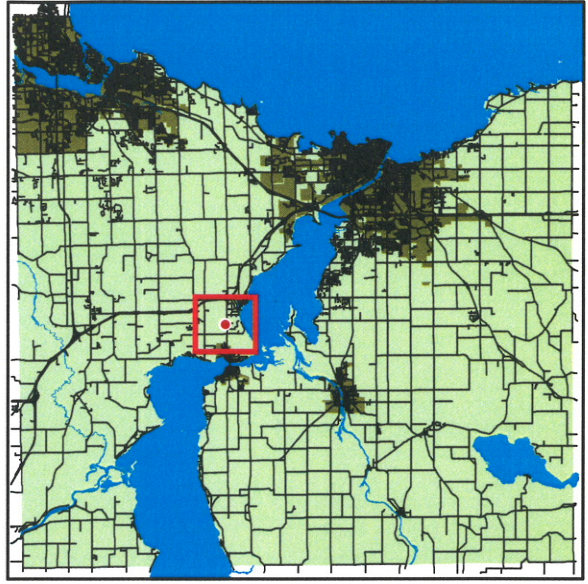
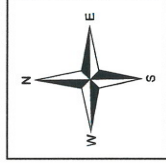
Application #17-ZC-4100

Date of Hearing:
May 30, 2017

Owner(s):
Falk, Douglas

Subject Parcel(s):
030017103

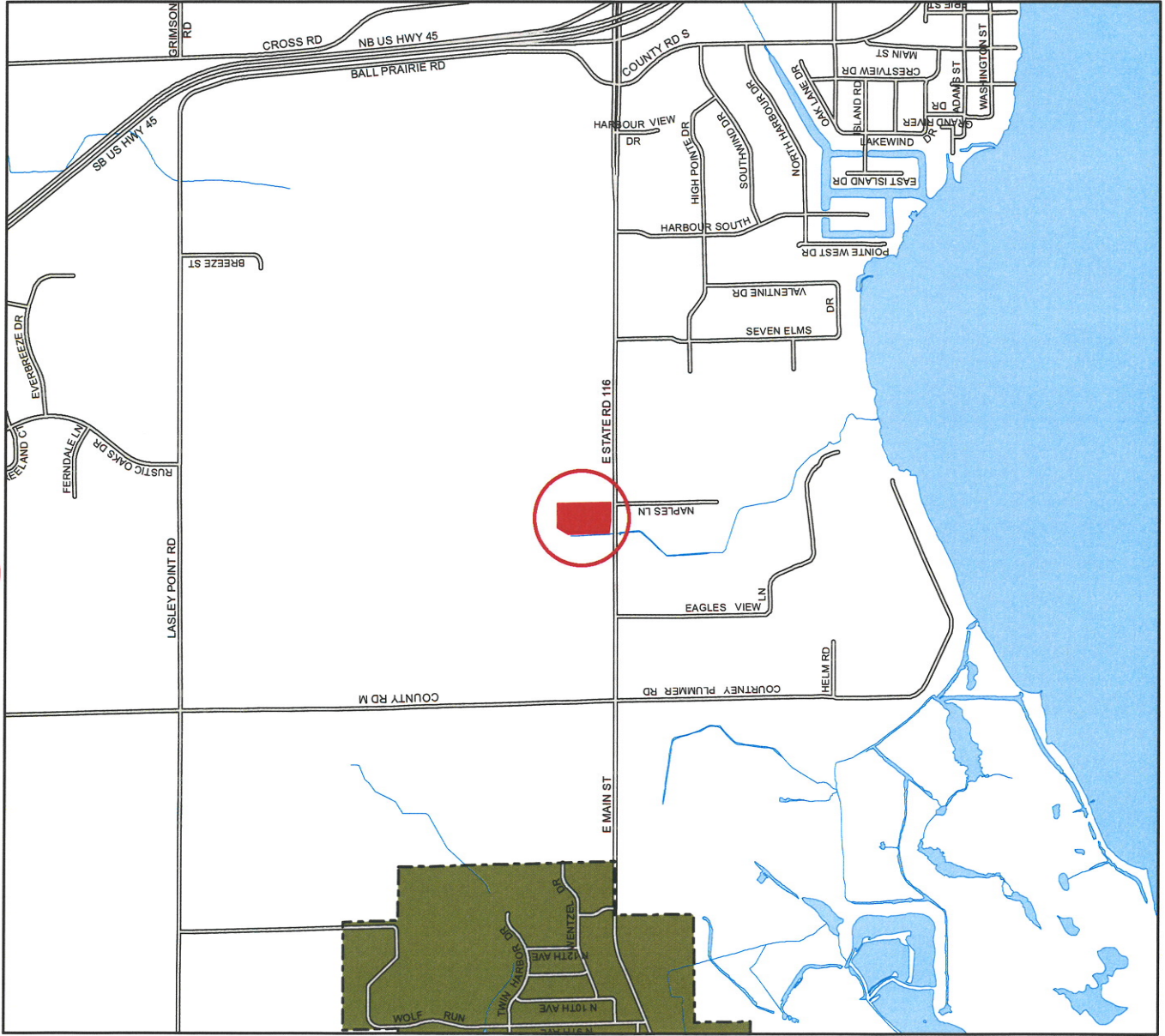
*Winnabago County
WINGS Project*



● = SITE

WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4090 filed with the County Clerk by:

WALTER, KENNETH, Town of OSHKOSH and referred to the Planning and Zoning Committee on 5/23/2017 and

WHEREAS, a Public Hearing was held on 5/30/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: WALTER, KENNETH
Agent(s): REIDER, BOB - CAROW LAND SURVEYING CO INC

Location of Premises Affected: NORTH OF 5211 CHANNEL VIEW DR, OSHKOSH, WI 54901

Legal Description: Being a part of the NE 1/4 of the NW 1/4, Section 29, Township 19 North, Range 17 East, Town of Oshkosh, Winnebago County, Wisconsin.

Tax Parcel No.: 018-054909, 018-0549 (P)

Sewer:	<input checked="" type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Municipal	<input type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Wetlands		

WHEREAS,
Applicant is requesting a rezoning to R-1 Rural Residential,

And
WHEREAS, we received notification from the Town of OSHKOSH recommending Approval
And
WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

The Town of OSHKOSH has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows: 1. The rezoning request is consistent with the Town Zoning Map.

1. The Town of Oshkosh has approved. Town action is advisory due to shoreland jurisdiction.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

Findings were made in consideration of Section 23.7-5(b)(1),(2), &(3).

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 3-0

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby [ADOPTED] OR [DENIED].

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 060317

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4090 as follows:

Being a part of the NE 1/4 of the NW 1/4, Section 29, Township 19 North, Range 17 East, Town of Oshkosh, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

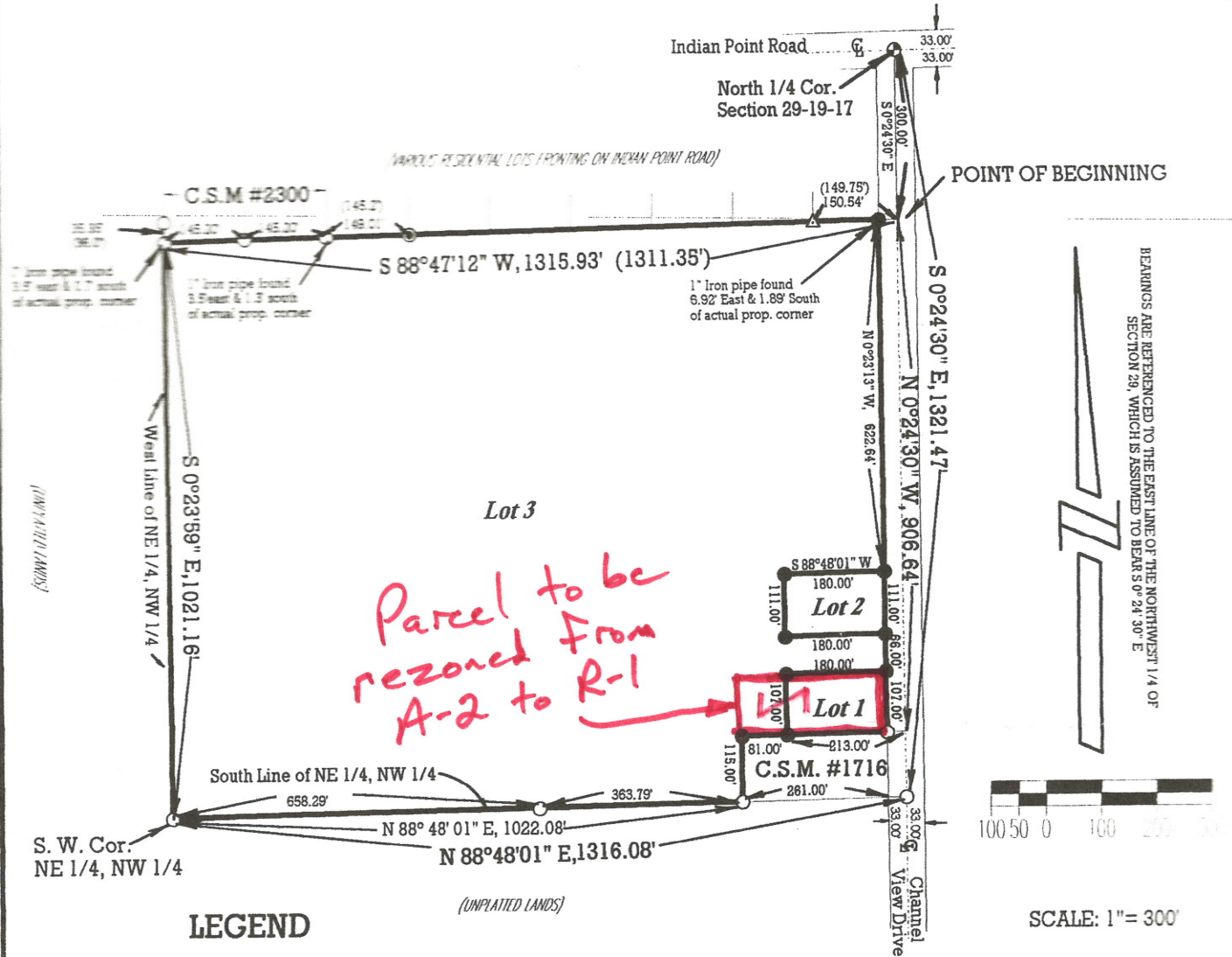
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Mark Harris
County Executive

County Board Supervisory district **12**

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN _____, RANGE _____,
TOWN OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, PREPARED FOR KENNETH W. _____

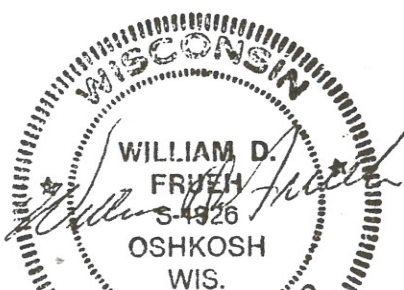


LEGEND

- ⊙ -BERNTSEN MONUMENT, FOUND
- -3/4" REBAR, FOUND
- ⊙ -IRON PIPE, FOUND
- △ -STUDDED "T" FENCEPOST, FOUND
- -3/4" REBAR, 24" LONG, WEIGHING 1.502 LBS./FT., SET

LOT NUMBER	AREAS		AREAS	
	(NOT INCL. ROAD ROW)		(WITH ROAD ROW)	
	SO. FEET	ACRES	SO. FEET	ACRES
1	19,260	0.4421	22,791	0.5232
2	19,980	0.4587	23,643	0.5428
3	1,240,839	28.4857	1,263,564	29.0074

NOTE: THE ABOVE CALCULATIONS ASSUME THAT CHANNEL VIEW DRIVE HAS A RIGHT OF WAY WIDTH OF 66 FEET, AS SHOWN ON RECENT SURVEYS



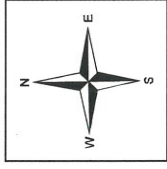
SURVEY DATED: *A1703.20*
May 11, 1997

Application #17-ZC-4090

Date of Hearing:
May 30, 2017

Owner(s):
Walter, Ken

Subject Parcel(s):
018054909 & 0180549(P)



Winnipeg County
WINGS Project

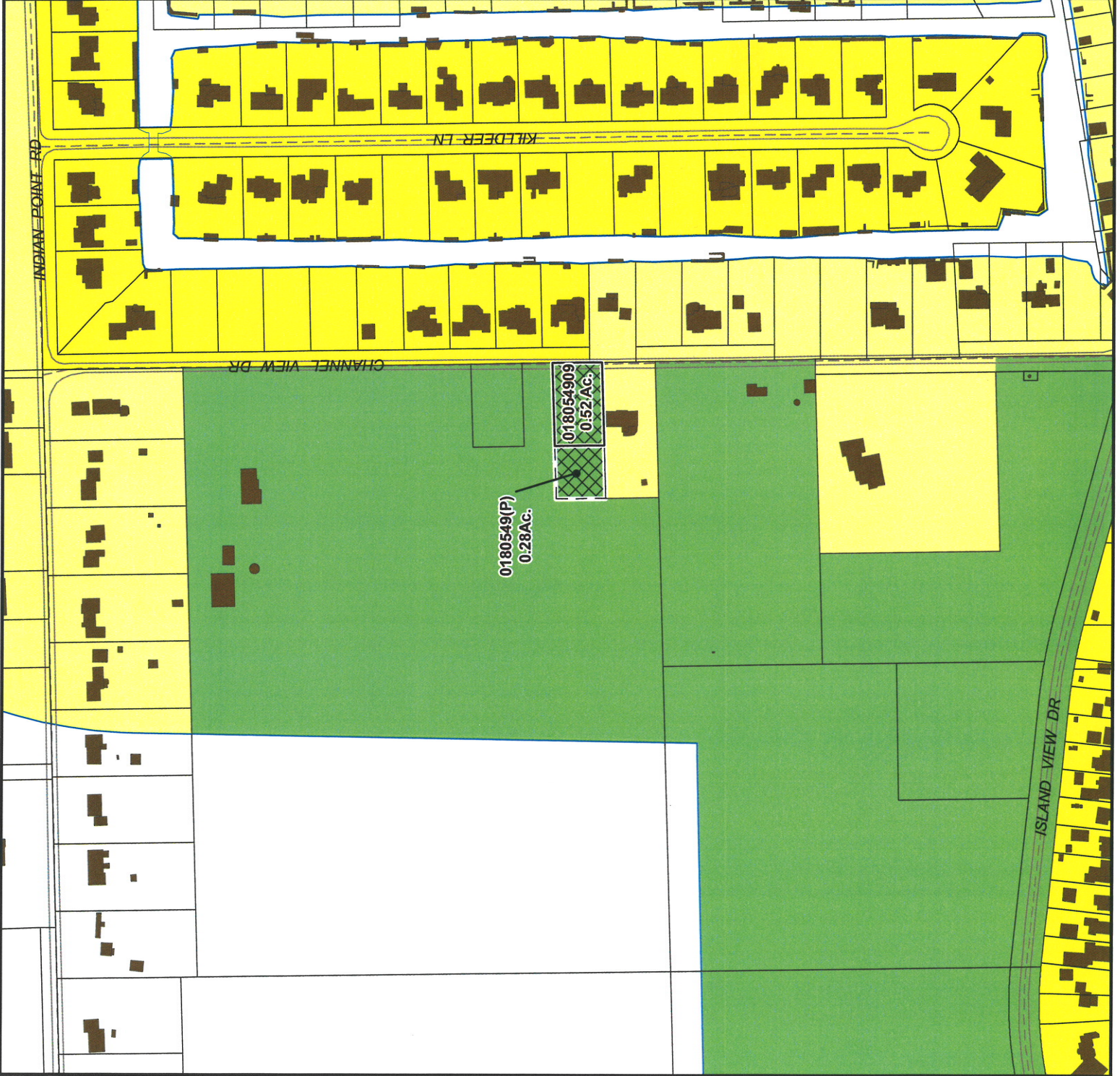
Scale
1 inch : 300 feet

County Zoning Districts

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

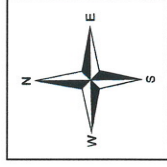


Application #17-ZC-4090

Date of Hearing:
May 30, 2017

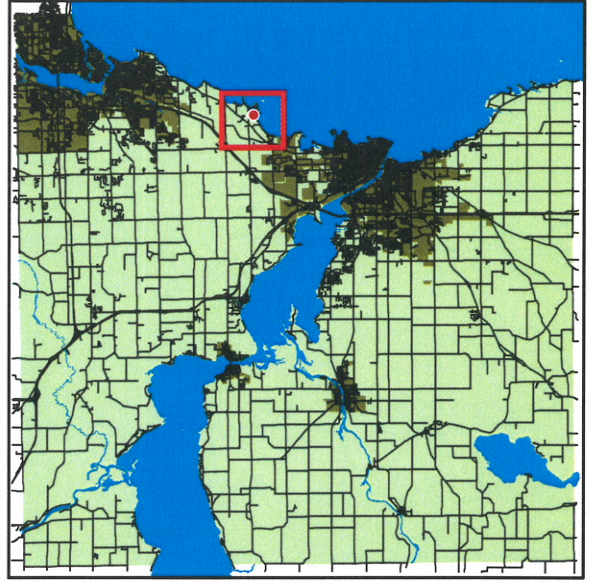
Owner(s):
Walter, Ken

Subject Parcel(s):
018054909 & 0180549(P)



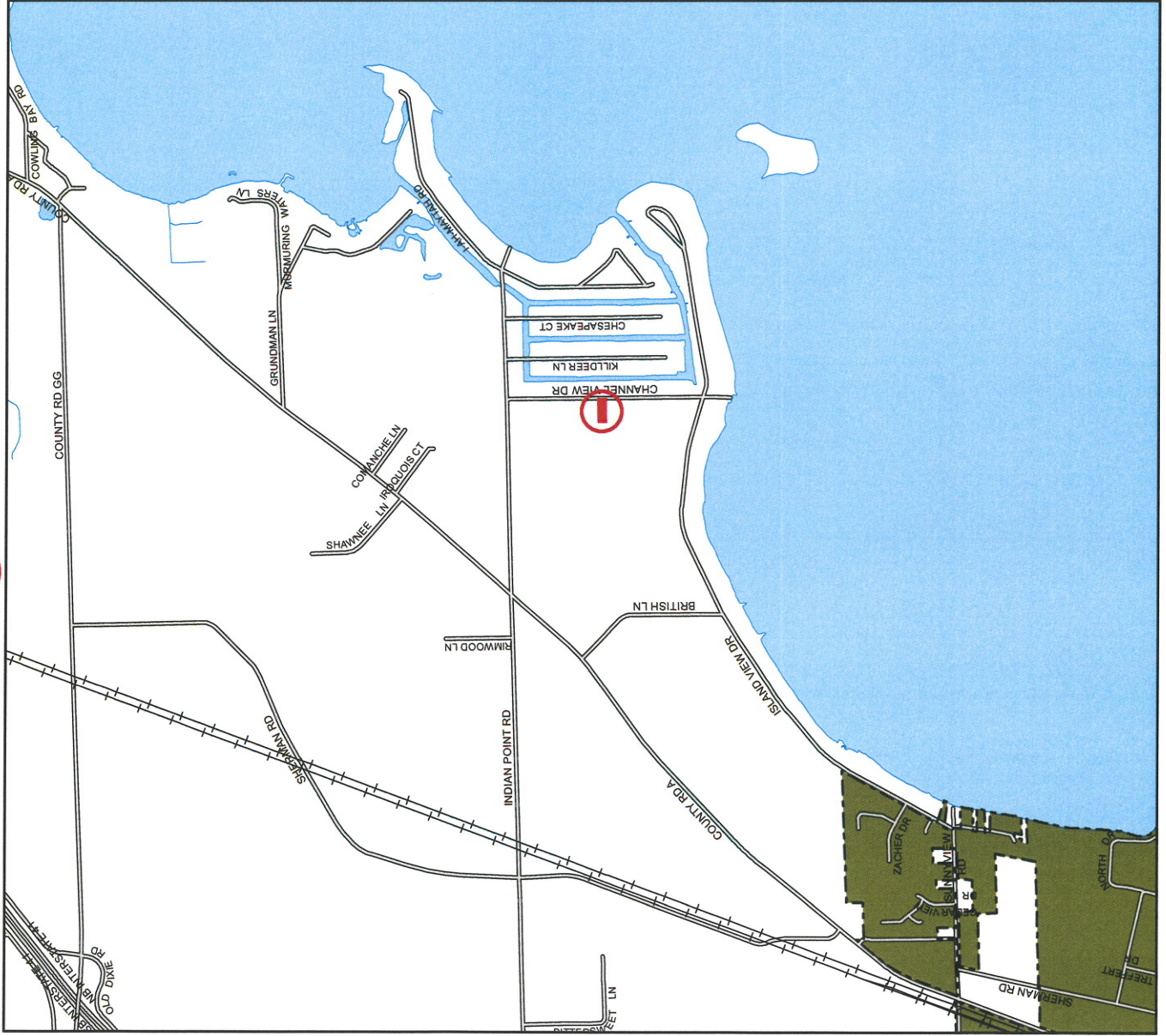
*Winneshago County
WINGS Project*

● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

1 146-62017

2 **RESOLUTION: Commendation for Judy Harvath**

3

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

5

6 **WHEREAS**, Judy Harvath has been employed with Park View Health Center for the past thirty (30) years,
7 and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Judy Harvath has now retired from those duties, and it is appropriate for the Winnebago
9 County Board of Supervisors to acknowledge her years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation be and is hereby extended to Judy Harvath for the fine services she has rendered to
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Judy Harvath.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 147-62017

2 **RESOLUTION: Commendation for Paul Behnke**

3

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

5

6 **WHEREAS**, Paul Behnke has been employed with Park View Health Center for the past thirty-six (36)
7 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Paul Behnke has now retired from those duties, and it is appropriate for the Winnebago County
9 Board of Supervisors to acknowledge his years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation be and is hereby extended to Paul Behnke for the fine services he has rendered to
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Paul Behnke.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 148-62017

2 **RESOLUTION: Commendation for Anthony Mann**

3

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

5

6 **WHEREAS**, Anthony Mann has been employed with the Winnebago County Sheriff's Department for the
7 past twenty-six (26) years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Anthony Mann has now retired from those duties, and it is appropriate for the Winnebago
9 County Board of Supervisors to acknowledge his years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation be and is hereby extended to Anthony Mann for the fine services he has rendered to
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Anthony Mann.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 149-62017

2 **RESOLUTION: Commendation for John Zimmerman**

3

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

5

6 **WHEREAS**, John Zimmerman has been employed with the Winnebago County Sheriff's Department for the
7 past thirty (30) years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, John Zimmerman has now retired from those duties, and it is appropriate for the Winnebago
9 County Board of Supervisors to acknowledge his years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation be and is hereby extended to John Zimmerman for the fine services he has
13 rendered to Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 John Zimmerman.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Majority of Those Present**

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Authorize Settlement for Unpaid Taxes on Tax Parcel 903-0324,**
3 **Commonly Known as “The Buckstaff Property”**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, there is a parcel of property located in the City of Oshkosh at 118 South Main Street (Parcel
8 Number 903-0324), commonly known as “The Buckstaff Property”; and

9 **WHEREAS**, the business ceased operations in 2011 and the property has sat dormant since that time. The
10 property had been used as a furniture manufacturer (previously a casket manufacturer) for many years, and the
11 property is now contaminated with a hazardous substance; and

12 **WHEREAS**, the property currently has delinquent real estate taxes totaling \$190,044.52 for tax years
13 2009-2016; and

14 **WHEREAS**, Winnebago County’s share of the delinquent taxes is \$30,010.45; and

15 **WHEREAS**, the City of Oshkosh is requesting that each taxing jurisdiction, which also include the Oshkosh
16 Area School District, Fox Valley Technical College, and the City of Oshkosh (City and State share), forego their
17 portions of the delinquent taxes and pay those amounts to Winnebago County; and

18 **WHEREAS**, the City of Oshkosh is also requesting that Winnebago County waive the interest owed on the
19 delinquent taxes.

20
21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that upon receipt
22 of funds from the Oshkosh Area School District, Fox Valley Technical College, and the City of Oshkosh (City and
23 State) representing their share of the taxes, special assessments, and special charges levied on their behalf for the
24 property commonly referred to as “The Buckstaff Property” located at 1118 South Main Street (Tax Parcel Number
25 903-0324), Winnebago County is authorized to forego its portion of the taxes levied and the interest accrued.

26
27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **4-0**

30 Vote Required for Passage: **Majority of Those Present**

31
32 Approved by the Winnebago County Executive this ____ day of _____, 2017.

33
34 _____
35 Mark L Harris
36 Winnebago County Executive

PROPERTY TAX RECAP FOR 1118 S. MAIN STREET FROM 2009-2016 (BUCKSTAFF)

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2016	STATE OF WISCONSIN	103.48	0.01	0.45	103.03
	WINNEBAGO COUNTY	3,296.11	0.21	14.34	3,281.77
	CITY OF OSHKOSH	6,296.39	0.40	27.39	6,269.00
	SCH DIST # 4179	5,215.34	0.33	22.69	5,192.65
	TCDB DISTRICT	679.31	0.04	2.96	676.35
			1.00	67.82	15,522.81
	SUBTOTAL	15,590.63			
				Sidewalk	245.42
	FIRST DOLLAR CREDIT	67.82		Unpaid Strom Water	0.00
	NET PROPERTY TAX TOTAL	15,522.81		Total 2015 Tax Bill	15,768.23

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2015	STATE OF WISCONSIN	102.87	0.01	0.43	102.44
	WINNEBAGO COUNTY	3,304.63	0.22	13.80	3,290.83
	CITY OF OSHKOSH	5,957.35	0.40	24.87	5,932.48
	SCH DIST # 4179	4,890.30	0.33	20.42	4,869.88
	TCDB DISTRICT	679.31	0.05	2.84	676.47
			1.00	62.35	14,872.11
	SUBTOTAL	14,934.46			
				Sidewalk	255.79
	FIRST DOLLAR CREDIT	62.35		Unpaid Strom Water	15,517.81
	NET PROPERTY TAX TOTAL	14,872.11		Total 2015 Tax Bill	30,645.71

PROPERTY TAX RECAP FOR 1118 S. MAIN STREET FROM 2009-2016 (BUCKSTAFF)

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2014	STATE OF WISCONSIN	102.87	0.01	0.43	102.44
	WINNEBAGO COUNTY	3,377.07	0.22	14.23	3,362.84
	CITY OF OSHKOSH	5,820.39	0.38	24.53	5,795.86
	SCH DIST # 4179	5,139.86	0.34	21.66	5,118.20
	TCDB DISTRICT	679.31	0.04	2.86	676.45
			1.00	63.73	15,055.77
	SUBTOTAL	15,119.50			
				Sidewalk	266.16
	FIRST DOLLAR CREDIT	63.73		Unpaid Strom Water	13,673.43
	NET PROPERTY TAX TOTAL	15,055.77		Total 2014 Tax Bill	28,995.36

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2013	STATE OF WISCONSIN	103.48	0.01	0.40	103.08
	WINNEBAGO COUNTY	3,388.63	0.22	13.12	3,375.51
	CITY OF OSHKOSH	5,649.35	0.37	21.88	5,627.47
	SCH DIST # 4179	4,794.73	0.32	18.57	4,776.16
	TCDB DISTRICT	1,200.96	0.08	4.65	1,196.31
			1.00	58.62	15,078.53
	SUBTOTAL	15,137.15			
				Sidewalk	276.49
	FIRST DOLLAR CREDIT	58.62		Snow Removal	327.70
				Unpaid Storm Water	10,855.28
	NET PROPERTY TAX TOTAL	15,078.53			
				Total 2013 Tax Bill	26,538.00

PROPERTY TAX RECAP FOR 1118 S. MAIN STREET FROM 2009-2016 (BUCKSTAFF)

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2012	STATE OF WISCONSIN	122.66	0.01	0.41	122.25
	WINNEBAGO COUNTY	4,224.90	0.24	13.96	4,210.94
	CITY OF OSHKOSH	6,410.51	0.36	21.17	6,389.34
	SCH DIST # 4179	5,476.58	0.31	18.09	5,458.49
	TCDB DISTRICT	1,421.69	0.08	4.70	1,416.99
			1.00	58.32	17,598.02
	SUBTOTAL	17,656.34			
				Weed Cutting	572.00
	FIRST DOLLAR CREDIT	58.32		Unpaid Storm Water	4,628.42
				Unpaid Water	389.07
	NET PROPERTY TAX TOTAL	17,598.02			
				Total 2012 Tax Bill	23,187.51

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2011	STATE OF WISCONSIN	122.93	0.01	0.42	122.51
	WINNEBAGO COUNTY	4,099.52	0.24	13.92	4,085.60
	CITY OF OSHKOSH	6,286.50	0.37	21.34	6,265.16
	SCH DIST # 4179	5,284.49	0.31	17.94	5,266.55
	TCDB DISTRICT	1,295.75	0.08	4.40	1,291.35
			1.00	58.02	17,031.17
	SUBTOTAL	17,089.19			
				Weed Cutting	818.00
	FIRST DOLLAR CREDIT	58.02		Unpaid Storm Water	7,973.83
				Unpaid Water	719.28
	NET PROPERTY TAX TOTAL	17,031.17			
				Total 2011 Tax Bill	26,542.28

PROPERTY TAX RECAP FOR 1118 S. MAIN STREET FROM 2009-2016 (BUCKSTAFF)

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2010	STATE OF WISCONSIN	127.31	0.01	0.43	126.88
	WINNEBAGO COUNTY	4,271.16	0.24	14.43	4,256.73
	CITY OF OSHKOSH	6,334.64	0.36	21.40	6,313.24
	SCH DIST # 4179	5,553.83	0.32	18.76	5,535.07
	TCDB DISTRICT	1,334.92	0.08	4.51	1,330.41
			1.00	59.52	17,562.34
	SUBTOTAL	17,621.86			
				Unpaid Storm Water	3,794.35
	FIRST DOLLAR CREDIT	59.52		Unpaid Water	352.21
	NET PROPERTY TAX TOTAL	17,562.34		Total 2010 Tax Bill	21,708.90

YEAR	NAME		% SHARE OF NET	\$ AMOUNT OF CREDIT	NET TAX SHARE AMOUNT
2009	STATE OF WISCONSIN	127.26	0.01	0.43	126.83
	WINNEBAGO COUNTY	4,160.20	0.25	13.98	4,146.22
	CITY OF OSHKOSH	6,143.03	0.37	20.64	6,122.39
	SCH DIST # 4179	4,999.12	0.30	16.79	4,982.33
	TCDB DISTRICT	1,285.07	0.08	4.32	1,280.75
			1.00	56.15	16,658.53
	SUBTOTAL	16,714.68			
	FIRST DOLLAR CREDIT	56.15			
	NET PROPERTY TAX TOTAL	16,658.53			

PROPERTY TAX RECAP FOR 1118 S. MAIN STREET FROM 2009-2016 (BUCKSTAFF)

TOTAL GROSS PROPERTY TAX (2009-2016)				
NAME			\$ AMOUNT OF CREDIT	TOTAL NET TAX SHARE AMOUNT
STATE OF WISCONSIN	912.86		3.39	909.47 *
WINNEBAGO COUNTY	30,122.22		111.77	30,010.45 **
CITY OF OSHKOSH	48,898.16		183.22	48,714.94 *
SCH DIST # 4179	41,354.25		154.92	41,199.33
TCDB DISTRICT	8,576.32		31.23	8,545.09
TOTAL	129,863.81		484.53	129,379.28

TOTAL OF CITY SPECIAL CHARGES (UNPAID STORMWATER, WEED CUTTING, SNOW REMOVAL, SIDEWALK)
60,665.24

TOTAL FOR CITY

110,289.64 (*State of Wisconsin, *City of Oshkosh and total of specials)

2 **RESOLUTION: Authorize Execution of Grandstand Complex Improvement Agreement**
3 **with Life Promotions Inc**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, it is acknowledged that for 18 years Winnebago County has experienced substantial benefits
8 from the presence of the annual Lifest Christian Music Festival (Lifest) at the Sunnyview Exposition Center with an
9 estimated annual economic impact of \$5.3 million in tourism spending throughout Winnebago County and a projected
10 6% annual increase in attendance as currently documented; and

11 **WHEREAS**, within the next two-to-three years, with the projected 6% annual increase in attendance at Lifest,
12 the area available for the event within the Sunnyview Exposition Center grounds will be used completely with no
13 additional area being available for camping and/or parking; and

14 **WHEREAS**, it has been determined that given the unexpected availability of property within the Sunnyview
15 Exposition Center Grandstand Complex, it would be possible to free up the present concert area where the Lifest
16 stage is annually erected by repositioning the stage location to a spot inside the Grandstand Complex. By moving
17 the stage location, Lifest would subsequently have a 7 acre area open for camping in the former concert area along
18 with a 9 acre parcel situated to the north of the new stage location; and

19 **WHEREAS**, Life Promotions Inc wishes to invest \$350,000.00 in a permanent state of the art exterior stage
20 which it would own and lease back to the County for other events to use for a period of 10 years. In conjunction with
21 the building of the permanent stage, the Parks Department would include within its 2017 Operations Budget the sum
22 of \$180,224.00 to make improvements around the structure including, among other things, construction of a 350' X
23 650' audience/performance area situated between the stage and the 4,500 seat grandstand facilities; and

24 **WHEREAS**, improvements such as the permanent stage and the 350' X 650' audience/performance area
25 would allow for varied programming within the Grandstand Complex where previously there had been only limited
26 promotional opportunities due to site conditions. Thereby the development would benefit the citizens of Winnebago
27 County by increasing the amount of potential tourism dollars spent within the area and creating opportunities for new
28 recreational and entertainment activities; and

29 **WHEREAS**, there is already well established precedent for pursuing this type of agreement which is
30 substantively based on the terms and conditions incorporated into lease agreements the County presently holds with
31 the Oshkosh Youth Soccer Club, the Hilton Garden Inn, and several corporate entities who are the proprietors of
32 various hangers at Wittman Field. It is an accepted practice for parties who wish to contribute towards the
33 enhancement of Parks property to not only support the funding and development thereof but to also do so with the
34 understanding that such improvements are therewith released to the County for ownership in perpetuity at the end of
35 their lease agreement; and

36 **WHEREAS**, your undersigned Committee believes that the citizens of Winnebago County would be served
37 by allowing Life Promotions Inc, at its own cost, to engage in construction of a permanent stage at the Sunnyview
38 Exposition Center Grandstand Complex and, after a period of ten (10) years, for Winnebago County to assume
39 ownership of the stage in accordance with the provisions contained in subsequent ground lease and rental
40 agreement documents to be drawn-up pursuant to the provisions set forth in the Grandstand Complex Improvement
41 Agreement, which is attached herewith and made a part of this Resolution by reference.

GROUND LEASE BETWEEN

WINNEBAGO COUNTY

AND

LIFE PROMOTIONS, INC.

This Lease Agreement ("lease") is made this ___ day of _____, 2017 and shall be effective July 1, 2017 ("Effective Date"), by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and LIFE PROMOTIONS, INC., hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, LESSEE is committed to providing a family oriented event recognized as the annual Lifest Christian Music Festival (Lifest) on property owned by the LESSOR and titled the Sunnyview Exposition Center (500 East County Road, Oshkosh, WI); and,

WHEREAS, during the nineteen (19) year period that Lifest has been held in Winnebago County the festival has experienced consistent growth such that it has now become the area's 4th largest event with 90,000 attendees and its operation generates an estimated \$5.3 million dollar economic impact on Winnebago County.

WHEREAS, in conjunction with the ongoing success and profound growth of Lifest, LESSEE has indicated its desire to direct resources towards the building of a permanent stage structure (Stage Facility) that both the LESSEE and LESSOR consider to be crucial in ultimately solving a number of compounding problems associated with a shortage of available programming space at the Sunnyview Exposition Center; and,

WHEREAS, the building of a permanent Stage Facility will vastly improve the programming quality of Lifest and help magnify the appeal and ability of the event to draw from a wider market thus ensuring the long term sustainability of Lifest within Winnebago County; and,

WHEREAS, LESSEE desires to enter into an eleven (11) year lease with the LESSOR that will serve in facilitating the construction, maintenance and operation of the Stage Facility within the Grandstand Complex (PREMISES) consisting of two grandstands, a concession building, two restrooms, public address system, a 7 acre infield entertainment area, announcers booth, a metal pole building and adjacent 9 acre open field area.

WHEREAS, LESSEE shall be the party entirely responsible for pursuing through its own resources, the financial means for complete funding of the Stage Facility; and,

WHEREAS, LESSOR shall make available a specified amount of property (Leased Area) within the PREMISES for the purpose of accommodating a Stage Facility that will not

only benefit and add to the enjoyment of the citizens of Winnebago County but will also address the present and future expansion needs of LESSEE and ensure the continuing growth and stability of Lifest for many years to come; and,

WHEREAS, at the conclusion of the eleven (11) year lease agreement, LESSOR agrees to accept free title of the Stage Facility and the approximate five hundred and fifty thousand dollars and no/100 (\$550,000.00) improvements associated with the structure including a fifty-six foot wide by one hundred twenty-two foot long (55' X 122') concrete stage with a steel gantry for supporting equipment such as backdrops, lighting and video screens.

NOW, THEREFORE, for good and valuable consideration of a lease payment of One Dollar (\$1.00) per year for the duration of this lease, LESSOR does hereby agree to and does lease unto the LESSEE and the LESSEE agrees to and hereby does lease from the LESSOR the Leased Area, and intending to be bound, LESSEE and LESSOR hereby agree as follows:

1. RECITALS.

The above Recitals are hereby incorporated by reference and form a part of this agreement.

2. LEASED AREA.

LESSOR does hereby lease to LESSEE the Leased Area as is hereby specified and further identified and detailed on Exhibit 1:

PARCEL ID 9153000000 LEASED GRAND STAND STAGE AREA LEGAL DESCRIPTION:

A leased area located within grantor's premises, being a part of the Northeast ¼ of the Southwest ¼ of Section 25, T19N, R16E, City of Oshkosh, Winnebago County, Wisconsin described as:

Commencing at Southwest Corner of Section 25, T19N, R16E,

Thence N89°15'49"E, along the south line of the Southwest 1/4 of said Section 25, 1797.01 feet;

Thence N00°44'11"W, 1893.90 feet to the POINT OF BEGINNING,

Thence N00°43'47"W, 76.25 feet;

Thence N89°16'13"E, 142.75 feet;

Thence S00°43'47"E, 76.25 feet;

Subject to easements of record.

3. TERM.

The term of this lease shall be for a period of approximately eleven (11) years and shall commence on July 1, 2017 and shall end on July 14, 2027.

4. OPTION TO RENEW.

There shall be no option to renew the lease available to the LESSEE.

5. AVAILABILITY FOR USE BY EXPO CLIENTS.

a. LESSEE shall be obligated to rent the Stage Facility to the LESSOR at such times when the LESSOR requires use of the structure to accommodate the rental needs of any Expo client. The term of each rental period shall match the period of time as indicated in the rental contracts of the individual Expo client with the LESSOR. Such rental rates are considered negotiable by the LESSEE based on the Expo client's individual Stage Facility needs and what, if any, LESSEE based services, materials or equipment, etc. the Expo client may elect to utilize. For the duration of this lease, the LESSEE shall be obligated to maintain a maximum of ten thousand dollars and no/100 (\$10,000.00) per event charge to the LESSOR for such Expo client rentals given the exception that for the duration of this lease, each year the maximum event charge limit shall be raised according to a percentage amount equivalent to the consumer price index beginning in 2019.

b. Payment of Stage Facility Rent. It is agreed that the LESSEE shall invoice the LESSOR within one month following the final program event date of each respective Expo event for which a Stage Facility rental charge applies.

c. It is agreed that the maximum rental price as determined in Section 5. a., shall remain fixed for the duration of this lease in spite of any post-construction alterations or improvements that may be applied within the Leased Area by the LESSEE at a later date.

d. It is agreed that for the duration of this lease, no rental charges shall be applied to the Winnebago County Fair for use of the Leased Area, or any of the improvements within it, during the Fair's annual summer event. Such usage shall be defined as access to and programming of the Leased Area alone. Any additional LESSEE related services, materials or equipment, etc. that the Fair elects to avail itself of in relation to its summer event and Stage Facility usage, shall be charged at a negotiated price in accordance with Section 5.a..

6. AUTHORIZED USES.

a. Purpose. LESSEE shall own all of the improvements located within the Leased Area for the eleven (11) year term of this lease for the accepted purpose of operating and maintaining the venue in a manner conducive towards its being utilized to support the programming of substantial concerts, plays, assemblages, and other types of entertainment events.

b. Operation. LESSEE shall operate the Leased Area in a safe manner consistent with normal operating practices for staging live concerts and other similar entertainment events.

c. Cost of Improvements. The cost of construction of all improvements to the Leased Area including perimeter fencing shall be borne by the LESSEE. LESSEE agrees to obtain all associated and necessary local, state and federal permits and pay all necessary permit fees.

7. OBLIGATIONS OF LESSOR.

- a. Operation and Maintenance of PREMISES. LESSOR agrees that it shall, during the term of this lease, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services established within the PREMISES including the grandstands, restrooms, concession building, fencing and gates, road surfaces, infield entertainment area, Barn E, water and electrical services, lighting, security lighting and fixtures, turf areas, and public address systems.
- b. Operation and Maintenance of Sunnyview Exposition Center. LESSOR agrees that it shall, during the term of this lease, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services at the Sunnyview Exposition Center site including the developed land areas, roadways, lighting, security lighting, and security fencing.
- c. Utility Easements. LESSOR agrees that it shall grant easements necessary to supply utilities to the Leased Area.
- d. Expo Client Insurance. LESSOR shall require each Expo client renting the Leased Area to provide such insurance coverage as indicated in Exhibit 2 and to include LESSEE as a named co-insured.
- e. Utility Charges. LESSOR shall assume payment of all utility fee charges associated with maintaining electrical services to the Leased Area for all show events, including Lifest, as well as all charges associated with safety, security, and operational support functions. In addition, LESSOR shall assume payment of City of Oshkosh Storm Water Utility Fees as applied to the Leased Area including the ten (10) foot wide stripe of impervious surface surrounding the stage.
- f. Security. Separate from such periods when LESSEE occupies the PREMISES during Lifest and upon occasions when LESSEE has secured rights to the PREMISES through an Expo rental agreement apart from Lifest, LESSOR shall assume all responsibility for providing video security coverage for the Leased Area. Said coverage shall primarily involve installation, maintenance and monitoring of video cameras within the PREMISES that may assist the Oshkosh Police Department in law enforcement related matters dealing with the PREMISES. LESSOR'S security video footage is subject to State open records law.
- g. Infield Entertainment Area Improvements within PREMISES. At its own expense, LESSOR shall be obligated to construct, through means of excavation and tiling, a relatively flat hard surfaced infield entertainment area directly to the south of the Leased Area that shall be approximately six hundred and fifteen feet by four hundred and forty feet (615' X 440') in size and capable of safely and efficiently supporting a maximum standing audience of twenty-five thousand attendees. Said infield entertainment area shall include provisions for ingress and egress through existing gates as well as provisions for ADA accessibility. Allowing for such weather conditions that may hinder or obstruct LESSOR from constructing the infield entertainment area from time-to-time, LESSOR shall complete said improvements to the PREMISES no later than June 1, 2018.
- h. Road Improvements within PREMISES. In conjunction with construction of the aforementioned infield entertainment area, LESSOR shall provide road improvements

within the PREMISES to the extent that a twenty-two foot wide by three hundred fifty foot long (22' X 350') gravel road will be installed. Said road will be laid-out on an east to west tract running from the PREMISES' west vehicle entrance gate to the west side of the Leased Area and will be constructed such that it will be capable of supporting semi-truck vehicles.

i. Winter Access to Leased Area. For the duration of this lease, between the months of November and April, LESSOR shall be responsible for regular maintenance and plowing of the Sunnyview Exposition Center West Annex Road connected to WI State Hwy. 76, as well as the north/south access road going into the PREMISES and leading up to the Leased Area, in order to accommodate LESSEE'S off-season vehicle access needs.

j. Damage or Destruction of Property. With the exception of incidences involving LESSOR'S negligence or intentional acts of the LESSOR, its agents, employees, contractors and/or subcontractors, LESSOR has no obligation to participate in the rebuilding or restoration of any part of the Leased Area in the event of any ensuing damage or destruction occurring within the Leased Area.

8. OBLIGATIONS OF LESSEE.

a. Acceptance of PREMISES. LESSEE, by execution of this lease represents that it has inspected the PREMISES and the Leased Area to which this lease pertains, and that it accepts the condition of same as they now exist and fully assumes all risks incident to the use thereof, including, but not limited to any hidden, latent, or otherwise dangerous conditions within the PREMISES or the Leased Area.

b. Creation and Installation of Stage Facility. Construction and installation of the Stage Facility shall be completed in a timely, neat and appropriate manner in accordance with sound engineering practices, applicable rules, regulations, ordinances and laws and in conformity with plans approved by the Winnebago County Parks & Recreation Committee. All work shall be performed by fully qualified contractors carrying all insurance required by this lease. For any contractor employed by LESSEE to work in the Leased Area, a certificate of all insurance coverage required by the Winnebago County Purchasing Department shall be provided to LESSOR by LESSEE prior to the commencement of any work in the Leased Area by the contractor.

c. Access for Construction and Subsequent Visits. LESSEE shall have free "non-exclusive" use of the Sunnyview Exposition Center West Annex Road connected to WI State Hwy. 76 to serve as an access route to construct the Stage Facility and engage in all improvements associated therewith during the eleven (11) year term of this lease with the availability for access beginning no earlier than October 5, 2017. For the initial Stage Facility construction period running up to and including July 1, 2018, access shall be limited to those dates and times as set forth in a separate document provided to the LESSEE by the Parks & Expo Director. Said document shall be submitted to the LESSEE no later than September 1, 2017. On the first business day of January of each remaining year during the term of this lease, LESSOR shall provide LESSEE with a Grandstand Program Calendar which shall include those dates on which LESSEE will be restricted from accessing both the PREMISES and the Leased Area contained therein. Further, for the duration of this lease LESSEE shall be obligated to notify and, if necessary, coordinate with LESSOR any subsequent dates and times

for which it will be necessary to access the PREMISES in order to engage in substantive improvements or repairs to the Leased Area. At any time during any given calendar year LESSOR reserves the right to be able to remove or add restricted dates applied to the annual Grandstand Program Calendar in order to accommodate unexpected changes in the Sunnyview Exposition Center event and maintenance schedule.

d. Damages during Construction. Any damage done to the PREMISES during installation or operations due to LESSEE's contractors, shall be immediately repaired by LESSEE at LESSEE'S expense and returned as much as possible to prior conditions to the LESSOR'S satisfaction. LESSEE shall not permit any claim or lien to be placed against any part of the Leased Area that arises out of work, labor, material or supplies provided or supplied to LESSEE, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Leased Area.

e. Determination and Use of Water and Electric Utility needs during Construction. A minimum of thirty (30) days prior to commencement of construction activities, LESSEE shall provide LESSOR with all details necessary to describe the purpose, methods and approximate anticipated volume of such LESSOR owned water sources as may need to be made available to the LESSEE, its contractors and subcontractors to facilitate construction of the Stage Facility. Further, under no circumstances will LESSEE be provided with water access originating from the PREMISES following the seasonal shutdown of the PREMISES' water service systems estimated to occur on or about November 1, 2017. Similarly, to the best of its ability, for construction related purposes LESSEE shall attempt to detail such electrical service needs and electrical usage originating from within the PREMISES, as may be required by its contractors and subcontractors during the Stage Facility construction process. Given the certainty that the LESSEE will require some degree of draw from one or both of the aforementioned utility services, all rights to access, as well as the manner in which such access will be allowed, shall require that prior permission be granted from LESSOR in writing and the conditions of such permission shall be left to the LESSOR'S discretion. LESSOR shall not be allowed to issue unreasonable denial of LESSEE'S request(s) for utility access.

f. Alterations and Additions to Leased Area. LESSEE shall have the right, during the term of this lease, to make alterations to existing improvements, attach fixtures, and erect additional structures within the Leased Area provided however that no such alterations, etc. shall not be commenced prior to LESSEE'S obtaining LESSOR'S written approval.

g. As Built Plans. LESSEE, at its expense and within thirty (30) days after completion of the Stage Facility, shall provide to the LESSOR "as built" plans and engineering drawings of the construction and equipment installed or constructed in the Leased Area. The drawings must be accompanied by a complete and detailed inventory of all equipment placed and installed in the Leased Area. Further, for the duration of this lease, LESSEE shall provide LESSOR "as built" plans and engineering drawings of the construction and equipment installed or constructed in the Leased Area subsequent to completion of the Stage Facility.

h. Access to Leased Area. To the extent that the LESSEE and its authorized representatives will be granted liberal access to the PREMISES prior to October 5, 2017, it is agreed that the same conditions presented in Section 8.c., shall apply to the LESSEE and its authorized representatives as they pertain to the LESSEE'S right of ingress and egress to the

Leased Area. Apart from periods when the LESSEE occupies the Leased Area during Lifest and upon occasions when the LESSEE has secured rights to the PREMISES through a separate rental agreement, at no time shall LESSEE perform construction or maintenance related tasks on the Leased Area between the hours of 11:00 p.m. and 7 a.m..

i. Key Assignment and Responsibilities. At the commencement of this lease, LESSEE shall be assigned three (3) sets of keys that shall provide it access to the PREMISES using the designated route as described in Section 8.c., and enable it to unlock such permissible electrical service fixtures as State Code Regulations will allow in order to accommodate LESSEE'S needs relating to the Leased Area. By July 1, 2018, LESSEE shall provide LESSOR with three (3) sets of keys that shall provide LESSOR with the ability to access the Leased Area and the equipment contained therein for safety and emergency purposes only. LESSEE shall be held responsible for any damages that may result in failure by the LESSEE, its representatives, agents, contractors, subcontractors, suppliers, assignees, or vendors to re-secure those locking mechanisms for which the LESSEE its representatives, agents, contractors, subcontractors, suppliers, assignees, or vendors have made use while gaining road access to the PREMISES as well as occupying the PREMISES itself. Likewise, LESSOR shall be held responsible for any damages that may result in failure by the LESSOR, its representatives, agents, contractors, subcontractors, suppliers, assignees, or vendors to re-secure any Leased Area related locking mechanisms for which the LESSOR its representatives or assignees have gained access to for safety or emergency purposes. Duplication of any of the aforementioned keys supplied by either LESSOR or LESSEE is prohibited unless prior written permission is given to do so by the respective party. LESSEE shall surrender said keys to the LESSOR upon termination of this lease.

j. Operation, Maintenance and Repair of Leased Area. During the term of this lease, LESSEE shall at its own expense keep, maintain and repair the Leased Area together with all electrical support systems located within the Leased Area, and any improvements made subsequent to completion of the Stage Facility, in a manner which will preserve, enhance and protect the general appearance and value of the PREMISES. Failure to maintain and repair shall be deemed a default under this lease. In the event LESSEE fails to comply with this subsection, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE'S failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR'S default notification under this subsection, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR'S demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter. LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein and permitting LESSEE to proceed with curing the failure to maintain or repair, if LESSEE is proceeding in a reasonable manner to do so. In the event that LESSOR determines that LESSEE has defaulted, LESSEE shall have the right to submit said determination to arbitration.

k. Waste Disposal. With the exception of any subsequent arrangements coordinated between LESSOR and LESSEE to address LESSEE'S construction related waste disposal needs, at its own expense LESSEE shall be responsible for properly addressing all waste disposal needs related to the operation and maintenance of the Leased Area. In either case, for the duration of the lease term, disposal of all construction and operations related waste materials will require that the LESSEE utilize the services of the LESSOR'S contracted Sunnyview Exposition Center waste disposal vendor to manage said needs, unless other means are permitted given the written approval of the LESSOR.

l. Placement of Perimeter Lighting. Separate from such periods when LESSEE occupies the PREMISES during Lifest and upon occasions when LESSEE has secured rights to the PREMISES through an Expo rental agreement apart from Lifest, LESSEE shall secure in advance written approval from the LESSOR before placing such perimeter lighting on or around the Stage Facility intended to illuminate regions outside the Leased Area for security or operational purposes.

m. Site Storage. Apart from periods when LESSEE occupies the Expo grounds during Lifest, and upon occasions when LESSEE has secured rights to the PREMISES through a separate rental agreement, LESSEE shall not store on or around the stage perimeter, susceptible to view by the public, any unsecured equipment, materials or supplies. Utilization of any screens or other devices intended to keep equipment, materials or supplies from view shall be subject to prior written approval by the Parks & Expo Director or his/her designee.

n. Installation of Signage. Apart from periods when LESSEE occupies the Expo grounds during Lifest, and upon occasions when LESSEE has secured rights to the PREMISES through a separate rental agreement, LESSEE shall secure in advance written approval from the LESSOR before placing any signage within the Leased Area not directly related to the maintenance and operations of the Leased Area.

o. Utilities. LESSEE, at its own expense, agrees to install or cause to be installed on the Leased Area, such electrical meters as may be necessary to enable LESSOR to ascertain and pay for all subsequent electrical utility costs related to the operations within the Leased Area.

p. LESSEE agrees to fully hold harmless, indemnify and release and forever discharge LESSOR 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 LESSOR for any claims which relate to or arise out of the use or disposition of the Leased Area.

q. LESSEE and its successors, assigns, heirs and beneficiaries further agree not to institute any litigation, lawsuit, claim or action against the LESSOR 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 LESSOR'S use or disposition of the Leased Area.

r. In the event that a loss or damage occurs to any of the improvements located within the Leased Area which has been caused by an act of neglect on the part of LESSEE, and

that results in a loss to the LESSOR, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and reimburse the LESSOR its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damages.

s. Compliance with Laws. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the construction, maintenance and operation of the Leased Area and to use said area in compliance therewith.

t. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on, materials furnished or services performed for the Leased Area. LESSEE shall not permit any liens to be placed against the Leased Area or PREMISES on account of labor performed or material furnished and in the event such a lien is placed against the Leased Area or PREMISES, LESSEE agrees to protect and hold harmless LESSOR from any and all such assorted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

u. Non-Assignment. LESSEE shall not at any time assign any part of this lease nor sublease nor assign any of the PREMISES without the prior written approval of LESSOR. Said approval shall not be unreasonably withheld.

v. Safety and Security. Separate from any benefits that may be derived by the LESSOR'S installment, maintenance and monitoring of video cameras within the PREMISES, the parties hereby agree that LESSEE assumes all responsibility and obligation for providing safety and security within the Leased Area.

9. LESSEE'S FINANCIAL AND ACCOUNTING RESPONSIBILITIES.

a. Operational Support. LESSEE shall provide all tools, equipment, and supplies that LESSEE deems necessary to conduct its operations.

b. Funding Support. If, at any time during the term of this lease, LESSEE has a lack of funding such that it will be unable to meet any or all of its financial obligations, LESSEE shall provide notice of such financial condition to the LESSOR at least thirty (30) days prior to the date any financial obligation may not be met.

10. GRANTING OF NAMING RIGHTS.

a. Extension of Naming Rights. In order to facilitate LESSEE in obtaining the funding and/or material support of parties interested in providing resources and/or funding necessary in the planning and construction of the Stage Facility, LESSOR agrees to allow LESSEE to utilize the option of granting naming rights to perspective parties who may wish to have the PREMISES and/or the Stage Facility titled in a manner compliant with Winnebago County Parks/Sunnyview Exposition Center Sponsorship Directives. Unless otherwise extended through subsequent terms and agreements directly set forth by the LESSOR to the involved parties, all such naming rights shall terminate upon expiration of this lease agreement.

b. Placement of Recognition Plaques. LESSOR agrees to allow LESSEE to place recognition plaques on the Stage Facility and/or within the PREMISES, to show appreciation to those individuals, organizations and businesses who have financially or materially assisted in development of the stage project. The plaques and their location(s) shall be approved by the Parks & Expo Director before installation and must follow Winnebago County Parks/Sunnyview Exposition Center Sponsorship Directives.

c. LESSOR'S Enactment of Naming Rights. In the event the LESSOR enters into a naming rights agreement for all or any part of the Sunnyview Exposition Center facilities separate from the PREMISES and Stage Facility, use of the newly established name(s) for such site(s) shall replace all previous facility name references in all promotional and advertising materials used by LESSEE, and/or the LESSEE'S agents, vendors, or subcontractors, for the remainder of this lease. LESSEE shall be obligated to complete the aforementioned replacement process within 365 days of notification.

11. QUIET ENJOYMENT.

LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this lease and to grant the estate leased herein and that LESSEE, in performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the Leased Area during the full term of this lease, subject to LESSOR'S right to inspect the Leased Area as stated in Section 12 hereunder.

12. RIGHT OF ENTRY.

LESSOR, its agents, and employees shall have the right to inspect the Leased Area at any reasonable time for the purpose of examining same and to ascertain if the associated structures, equipment and grounds are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency or safety related situations such as fire or other conditions hazardous to property or life.

13. CIVIL RIGHTS ASSURANCES.

LESSEE, in the use of the Leased Area for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Leased Area that (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, religion, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction or any improvements on, over, or under the Leased Area and the furnishing of services thereon, no person on the grounds of color, creed, physical condition, developmental disability, sexual orientation, religion, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and, (3) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.32, Wisconsin Statutes.

14. REASONABLE EXERCISE OF LESSOR'S RIGHTS.

All rights, privileges, options and powers as are reserved by LESSOR with respect to the Leased Area, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE'S use and occupancy of the Leased Area; and wherever LESSEE'S rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. CONDEMNATION.

If at any time during the term hereof the whole of the demised Leased Area shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then in such event, when possession of the demised Leased Area shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate. LESSEE shall be paid fair market value for any improvement it caused upon the Leased Area. The value to be established as that prior to condemnation.

16. DAMAGE TO LEASED AREA.

In the event of partial or complete loss to the demised Leased Area by fire, the elements, accident, or occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by LESSOR'S negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this lease. In the event that LESSEE chooses to repair or rebuild, the conditions and terms of this lease shall continue unabated.

In the event that a loss or occurrence on the Leased Area caused by an act of neglect of LESSEE causes a loss to the LESSOR'S or other property on the PREMISES, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage.

Any question regarding the reasonableness of LESSOR'S or LESSEE'S performance under this Section shall be submitted to arbitration, and the parties agree to be bound thereby.

17. FUTURE DEVELOPMENT.

LESSOR reserves the right to further develop or improve the PREMISES at LESSOR'S sole discretion, regardless of the desire or opinions of LESSEE, except LESSOR cannot cause material devaluation of LESSEE'S property by said development.

18. LESSOR'S RIGHT TO TERMINATE.

- a. The LESSOR shall have the right to terminate this lease in its entirety immediately upon occurrence of the following events:
- 1) Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as a bankrupt.
 - 2) The making by LESSEE of any general assignment for the benefit of creditors.
 - 3) The abandonment by LESSEE of its demised Leased Area shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - 4) The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the PREMISES and its facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate and exercise such dictates as promulgated in Section 19.
- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease.

19. UPON TERMINATION OF LEASE.

At the termination of this lease, LESSEE shall transfer any titles that may be bound to the improvements contained within the Leased Area, to the LESSOR and LESSEE hereby agrees to execute all appropriate documents to vest title to said improvements to LESSOR free and clear of any and all liens and encumbrances.

20. LIABILTY.

a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the Leased Area or to any other property at the location caused by or resulting from fire, except for damage caused by LESSOR'S negligence.

b. Damage Other Than That by or Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire-related repairs arising out of injury or damage to LESSEE'S property caused by LESSEE.

Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificated of Insurance indicating proof of the following insurance:

- 1) Workers Compensation. Statutory in compliance with the Compensation law of the State.
- 2) General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises – Operations

- b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Blanket Contractual
 - e. Professional Liability, if applicable
- 3) Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage for the following coverages:
- a. Owned Automobiles, if applicable
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
- 4) During construction LESSEE and its contractors shall provide all of the above insurance requirements where applicable including increased general liability limits of \$2,000,000 if explosion, underground and/or collapse is involved and \$5,000,000 if asbestos is involved.

21. STORAGE OF FUEL.

a. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the Leased Area.

22. 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 validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this lease agreement.

23. NOTICE.

Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSEE:

Life Promotions, Inc.
Attn: David Romenesko
2030 American Drive
Neenah, Wisconsin 54956

b. To the LESSOR:

Winnebago County Parks Department
Attn: Robert Way
625 East County Road Y
Suite 500
Oshkosh, Wisconsin 54901

24. ENTIRE AGREEMENT.

The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. Should any part of this agreement be held to be invalid by a Court of Law, said ruling shall not invalidate the remainder of this agreement. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both parties hereto.

25. SUCCESSORS AND ASSIGNS.

The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their successors and assigns.

26. RESOLUTIONS OF DISPUTES.

This agreement shall be covered by the laws of the State of Wisconsin. Venue for any civil actions related to this agreement shall be the circuit court for Winnebago County Wisconsin.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers' thereunto duly authorized as of the day and year above written.

LIFE PROMOTIONS, INC. Representative:

Signature: _____ Date: _____

Print Name: _____ Title: _____

COUNTY Representative:

Signature: _____ Date: _____

Print Name: Mark Harris Title: Winnebago County Executive

EXHIBIT "1"

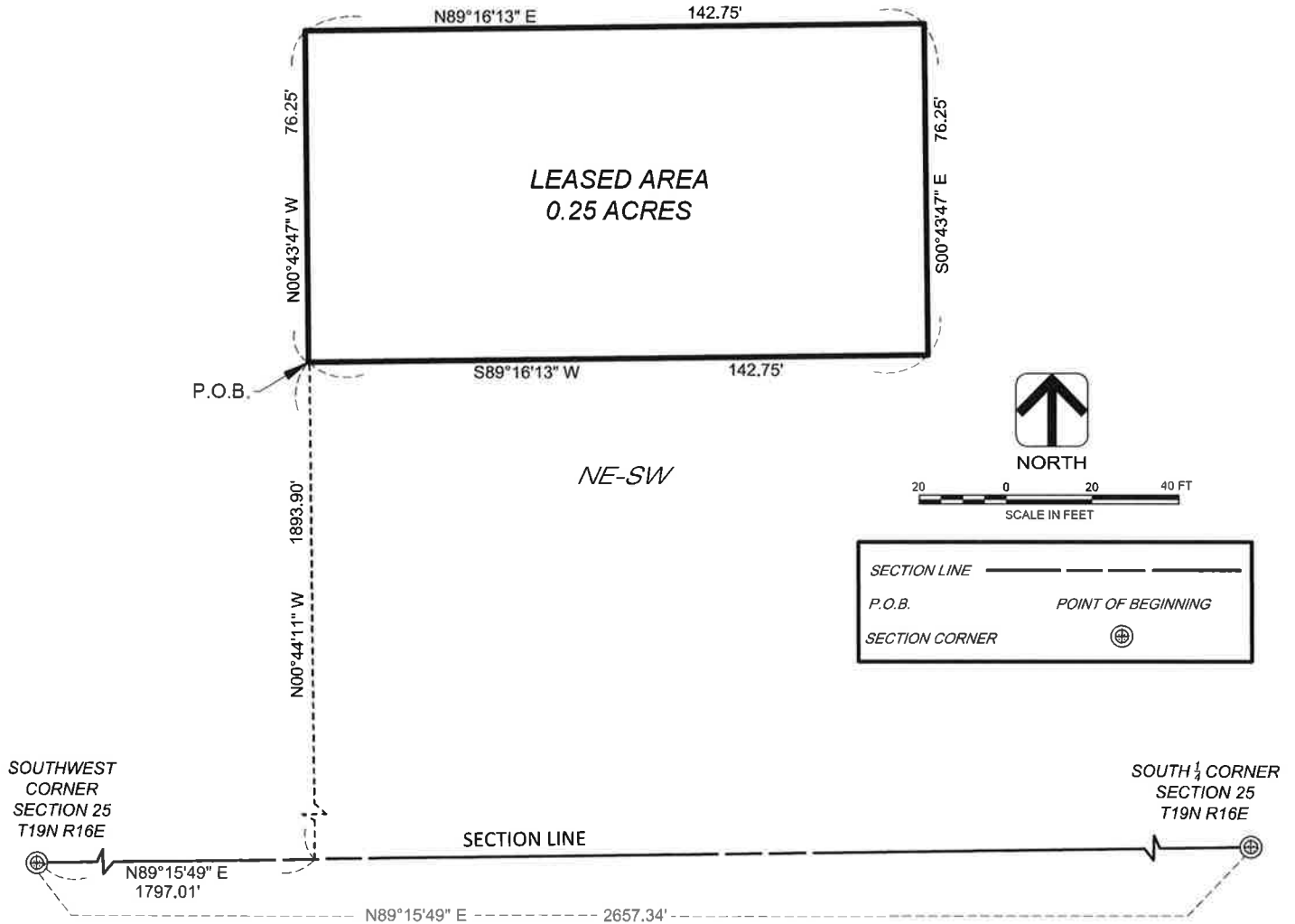
LEASED AREA OF GRAND STAND STAGE FACILITY

PARCEL ID 91530000000 LEASED GRAND STAND STAGE AREA LEGAL DESCRIPTION:

A leased area located within grantor's premises, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, T19N, R16E, City of Oshkosh, Winnebago County, Wisconsin described as:

Commencing at Southwest Corner of Section 25, T19N, R16E,
 Thence N89°15'49"E, along the south line of the Southwest 1/4 of said Section 25, 1797.01 feet;
 Thence N00°44'11"W, 1893.90 feet to the POINT OF BEGINNING,
 Thence N00°43'47"W, 76.25 feet;
 Thence N89°16'13"E, 142.75 feet;
 Thence S00°43'47"E, 76.25 feet;
 Thence S89°16'13"W, 142.75 feet; to the POINT OF BEGINNING.

Subject to easements of record.



PARKS DEPARTMENT WINNEBAGO COUNTY 625 E COUNTY RD Y OSHKOSH, WI 54901	AYRES ASSOCIATES 3376 PACKERLAND DRIVE ASHWAUBENON, WI 54115 (920) 498-1200	NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WINNEBAGO ZONE) NAD83(2011). DISTANCES ARE GROUND.	Drawn: CMF / Ayres Associates Date: 6/7/2017 Scale: 1" = 40'
	REVISIONS		SHEET NUMBER 1 OF 1

Exhibit 2

Lifest Stage - INSURANCE

A minimum of thirty (30) days prior to holding the event or participating in the event, LESSEE, at its own cost and expense, shall furnish Life Promotions with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Liquor Liability (if alcohol on premises)
2. The certificate shall list the **Certificate Holder and Address as follows:** Life Promotions, 2030 American Dr, Neenah, WI 54956.
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Life Promotions, its employees, representatives, and members of its board as "**Additional Insureds**".
4. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Life Promotions Insurance Administrator, c/o Life Promotions 2030 American Dr, Neenah, WI 549156. All such notices will name the LESSEE and identify the event.**

Note to Insurance Agent:

Please mail or fax the certificate to:

*Life Promotions
2030 American Dr
Neenah, WI 54956*

1 152-62017

2 **RESOLUTION: Authorize Execution of Expo Center Rental Agreement Between**
3 **Winnebago County and Life Promotions Inc**

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

7 **WHEREAS**, Winnebago County recognizes that Life Promotions Inc wishes to rent the Sunnyview Exposition
8 Center to hold its annual 4-day Christian Music Festival (“Lifest”) for ten (10) consecutive years (2018-2027); and

9 **WHEREAS**, it is in the best interests of Winnebago County to permit the long-range scheduling of said event
10 to allow the promoter to secure necessary agreements with subcontractors; and

11 **WHEREAS**, the long-range scheduling of events at the Sunnyview Exposition Center allows Winnebago
12 County staff to efficiently program the Center so as to maximize its use and ensure the generation of revenue.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
14 authorizes the Winnebago County Executive and the Winnebago County Clerk to execute a rental agreement
15 between Winnebago County and Life Promotions Inc, for a period of 10 consecutive years (2018-2027), for the
16 purpose of conducting its annual 4-day Christian Music Festival.

17 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of the proposed
18 Rental Agreement between Winnebago County and Life Promotions Inc is attached hereto and made a part of this
19 Resolution herein by reference.

22 **Fiscal Note:** See attached.

24 Respectfully submitted by:

25 **PARKS AND RECREATION COMMITTEE**

26 Committee Vote: **5-0**

28 Respectfully submitted by:

29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: **4-0**

31 Vote Required for Passage: **Majority of Those Present**

32 Approved by the Winnebago County Executive this ____ day of _____, 2017.

35 _____
36 Mark L Harris
37 Winnebago County Executive

RESOLUTION 152-62017

FISCAL NOTE

A negotiated stipulation intended to help offset the financial commitment Life Promotions Inc has invested in the construction of a stage at the Sunnyview Exposition Center has been incorporated into the Life Promotion Inc's Rental Agreement. For the 10-year term of the Agreement with Life Promotions Inc, Winnebago County has set the yearly rental rate at an amount approximately 33% lower than it would have been if no consideration were given for the construction of the stage. Lowering Life Promotions Inc's rental fee will result in a reduction of \$125,000 in rent that might have otherwise been paid over the ten (10)-year period, as follows:

\$ 410,000	(total anticipated rent over 10 years with no stage consideration)
- 285,000	(total amount of rent charged and applied to Life Promotions with stage consideration)
<u>\$ 125,000</u>	(total reduction in rent over 10 year term of Agreement with stage consideration)

In addition to the \$285,000 in rental revenue that will be obtained over the term of this Agreement (2018-2027), it is anticipated that Winnebago County will gain an additional \$75,000± in revenue generated from Pepsi Corp, ATM transactions, and Life Promotion Inc's use of the Community Park for parking during the annual 4-day event for a total of \$360,000:

\$ 285,000	(total amount of rent charged and applied to Life Promotions with stage consideration)
+ 75,000	(total of additional anticipated revenue over 10-year term of Agreement)
<u>\$ 360,000</u>	

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-070617multi

1 This RENTAL AGREEMENT by and between **Life Promotions, Inc. c/o Dave Romenesko, 2030**
2 **American Drive, Neenah WI 54956, ph. 800-955-5433 or (920) 738-5588,**
3 **dromenesko@lifepromotions.com** (hereinafter referred to as the "LESSEE", whether one or more) and
4 Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as "LESSOR").

5 **LESSEE and LESSOR**, for and in consideration of their respective obligations hereinafter contained,
6 agree as follows:

7 1. **PREMISES.** LESSOR hereby rents to LESSEE, upon the terms and conditions of this
8 Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the**
9 **entire Sunnyview Exposition Center with the exception of the WinnebagoLand BMX and Kid's Kart**
10 **Club track areas, pit areas, and buildings. In addition, LESSEE may utilize both sides of the existing**
11 **roadway and hard surface parking areas within the north end of the Winnebago County Community**
12 **Park from Sport Road north to County Road Y, and Shelters 1, 2, 3, 4 and the pavilion.** (hereinafter
13 referred to as the "PREMISES").

14 2. **TERM.**

15 A. The term of this Rental Agreement shall be in effect for the following dates and total rental
16 fee for each use of the PREMISES (including 5% sales tax where applicable):

17 **July 6, 2018 at 7:00 A.M. and shall terminate on July 18, 2018 at 11:00 P.M. Total Use**
18 **Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying**
19 **areas of PREMISES only) beginning the Friday prior to the first event day, full set up**
20 **permitted beginning the Monday prior to the first event day. Event days July 12, 13, 14 and**
21 **15, 2018. Take down days the Monday through Wednesday following the last event day.**

22 **July 5, 2019 at 7:00 A.M. and shall terminate on July 17, 2019 at 11:00 P.M. Total Use**
23 **Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying**
24 **areas of PREMISES only) beginning the Friday prior to the first event day, full set up**
25 **permitted beginning the Monday prior to the first event day. Event days July 11, 12, 13 and**

26 14, 2019. Take down days the Monday through Wednesday following the last event day.

27 July 3, 2020 at 7:00 A.M. and shall terminate on July 15, 2020 at 11:00 P.M. Total Use
28 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
29 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
30 permitted beginning the Monday prior to the first event day. Event days July 9, 10, 11, and
31 12, 2020. Take down days the Monday through Wednesday following the last event day.

32 July 2, 2021 at 7:00 A.M. and shall terminate on July 14, 2021 at 11:00 P.M. Total Use
33 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
34 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
35 permitted beginning the Monday prior to the first event day. Event days July 8, 9, 10, and 11,
36 2021. Take down days the Monday through Wednesday following the last event day.

37 July 1, 2022 at 7:00 A.M. and shall terminate on July 13, 2022 at 11:00 P.M. Total Use
38 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
39 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
40 permitted beginning the Monday prior to the first event day. Event days July 7, 8, 9, and 10,
41 2022. Take down days the Monday through Wednesday following the last event day.

42 June 30, 2023 at 7:00 A.M. and shall terminate on July 12, 2023 at 11:00 P.M. Total
43 Use Fee \$30,000.00. No charge for grandstand facility stage use. Limited set up days
44 (outlying areas of PREMISES only) beginning the Friday prior to the first event day, full set up
45 permitted beginning the Monday prior to the first event day. Event days July 6, 7, 8, and 9,
46 2023. Take down days the Monday through Wednesday following the last event day.

47 July 5, 2024 at 7:00 A.M. and shall terminate on July 17, 2025 at 11:00 P.M. Total Use
48 Fee \$30,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
49 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
50 permitted beginning the Monday prior to the first event day. Event days July 11, 12, 13, and
51 14, 2024. Take down days the Monday through Wednesday following the last event day.

52 July 4, 2025 at 7:00 A.M. and shall terminate on July 16, 2025 at 11:00 P.M. Total Use
53 Fee \$30,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
54 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
55 permitted beginning the Monday prior to the first event day. Event days July 10, 11, 12, and
56 13, 2025. Take down days the Monday through Wednesday following the last event day.

57 July 3, 2026 at 7:00 A.M. and shall terminate on July 15, 2026 at 11:00 P.M. Total Use
58 Fee \$35,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
59 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
60 permitted beginning the Monday prior to the first event day. Event days July 9, 10, 11, and
61 12, 2026. Take down days the Monday through Wednesday following the last event day.

62 July 2, 2027 at 7:00 A.M. and shall terminate on July 14, 2027 at 11:00 P.M. Total Use
63 Fee \$35,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
64 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
65 permitted beginning the Monday prior to the first event day. Event days July 8, 9, 10, and 11,
66 2027. Take down days the Monday through Wednesday following the last event day.

67 3. RENTAL FEES, DEPOSIT and REFUNDS. The rental fee for the PREMISES shall be as
68 follows: **TOTAL RENTAL: \$285,000.00 – entire grounds rental for ten (10) consecutive lease**
69 **terms, no charge for stage use at grandstand, \$35,000.00 – rental of Winnebago County**
70 **Community Park parking areas and Shelters 1, 2, 3, 4 and the pavilion. (PLUS Pepsi Bottling**
71 **Group L.L.C. and in house firewood sales to be billed to LESSEE after all invoices have been**
72 **received and reviewed by LESSOR)** Rental fees are subject to 5% sales tax where applicable.
73 **TOTAL FEE: \$320,000.00** which shall be due and payable by LESSEE to LESSOR according to the
74 following:

75 A. Reservation Deposit. LESSEE shall pay a reservation deposit of **\$8,000.00** (equal to
76 approximately 25% of total fee due), to secure performance by LESSEE of all of the terms and
77 conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon

78 **February 1 of each calendar year of lease term.** The reservation deposit payment is non-
79 refundable and shall be deducted from the total fee due (line 77)

80 B. **Supplemental Deposit.** LESSEE shall pay a supplemental deposit of **\$8,000.00** (equal to
81 approximately 25% of total fee due) on or before **April 1 of each calendar year of the lease term**
82 (approximately three months prior to first event set up day. Section 2). Supplemental deposit is non-
83 refundable and shall be deducted from the total fee due (line 77).

84 C. **Balance Due.** LESSEE shall pay the remaining balance due to LESSOR before **the close**
85 **of business 4:30 P.M. CST/CDT on or before July 1 of each calendar year of the lease term.** If
86 the remaining balance due LESSOR is not received from LESSEE by the due date and time (lines
87 88 and 89), keys for the opening of reserved buildings shall not be checked out to LESSEE and use
88 of the PREMISES shall be denied.

89 **Security Deposit** LESSEE shall pay a Security Deposit of **\$4,500.00** to LESSOR as guarantee
90 that the PREMISES shall be returned to LESSOR in the same condition as at the commencement of
91 the term. Said deposit shall be paid annually to LESSOR by separate check or money order, on or
92 before **July 1 of each calendar year of the lease term.** Failure on the part of LESSEE to comply
93 with Lease Agreement obligations or excessive damage to the PREMISES shall be just cause for
94 LESSOR to retain all or part of the security deposit. The security deposit shall be returned to
95 LESSEE if all Lease Agreement obligations are fulfilled.

96 D. **First Right of Refusal** LESSEE shall reserve the first right of reservation for the same
97 calendar dates in the years following the end of the Rental Agreement term of a multi-year Rental
98 Agreement. Once a multi-year Rental Agreement term has expired and LESSEE has not begun
99 another multi-year Rental Agreement if LESSOR receives a request for the same calendar dates
100 LESSEE has previously held under a multi-year Rental Agreement, LESSOR shall contact LESSEE
101 via email and/or telephone informing LESSEE of said request. LESSEE shall have ten days from
102 transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for the future

103 E. **Option to Renew** LESSEE shall have the option to renew this Rental Agreement for an

1 0 4 additional ten (10) year term, provided that the **LESSEE** is not in default, has not substantially
1 0 5 violated any provision of this Rental Agreement and has provided written notice of intent to exercise
1 0 6 the option to renew to the **LESSOR** no later than ninety (90) days prior to the termination of the prior
1 0 7 lease term. Terms and conditions of this Rental Agreement for any option period shall be the same
1 0 8 as substantially contained herein, notwithstanding any paragraphs to the contrary contained within
1 0 9 the Rental Agreement, except for those terms relating to rental price and insurance. Subsequent
1 1 0 Rental Agreements shall include a five percent (5%) increase to the base price for the final calendar
1 1 1 of the previous lease term, compounded annually, any improvements made by **LESSOR** during the
1 1 2 current lease term shall be added to the total annual rental fee as per the Sunnyview Exposition
1 1 3 Center Rental Fee Schedule in effect at the time of renewal. There shall be no charge applied for
1 1 4 use of the stage at the grandstand facility included in a future multi-year rental agreement. The
1 1 5 Winnebago County Community Park shall be excepted from any renewal agreement, but may be
1 1 6 added at a later date with appropriate compensation due **LESSOR**.

1 1 7 4. **PARKING.**

1 1 8 A. **LESSEE** shall have the right to use the parking facilities located at parking lots #1 - #7,
1 1 9 and lawn parking areas within the Sunnyview Expo Center grounds. Both sides of the
1 2 0 existing roadway and hard surface parking areas north of Sport Road within the Winnebago
1 2 1 County Community Park. Parking lots for Shelters 1, 2, 3, 4 and the pavilion within the
1 2 2 Winnebago County Community Park. Parking in the Winnebago County Community Park
1 2 3 Best Friends Dog Park parking area shall make available twelve (12) parking stalls for dog
1 2 4 park patron usage. Parking on lawn areas shall be done only if conditions permit. See
1 2 5 attached map.

1 2 6 B. **LESSEE** shall have the right to charge for parking during the term of the event, fees to be
1 2 7 determined by **LESSEE**. Users of the **PREMISES** or other nearby **LESSOR** owned properties, not
1 2 8 participating in music festival activities, shall not be charged for parking. Other users of the
1 2 9 **PREMISES**, Winnebagoland BMX, and Kids Kart Club shall be allowed on the **PREMISES** during

130 the lease term only be special written agreement with **LESSEE**. A copy of said written agreement
131 shall be provided to **LESSOR** a minimum of five (5) days prior to first day of annual lease term.

132 5. **SPECTATOR CAMPING.**

133 A. **LESSEE** shall have the right to set-up spectator camping facilities in the following areas of
134 the **PREMISES**:

135 (1) Along the southwest edge of the property, and within the grass islands south of the
136 food court and south of the grandstand and Barn E;

137 (2) In the grass area east of Barn E and the former R.C. Flyer and former Community
138 Garden areas;

139 (3) In the 11 acre area east of the R/C Flyer service road and west of the YMCA
140 property as well as the areas known as Vaughan's Corner and Binner Bayou;

141 (4) The open area formerly known as the racetrack pit area; and,

142 (5) In a 260' X 290' grass area lying east of the pit area east berm and west of the
143 L.W.C.D. Nature Area, known as the Back Forty.

144 (6) In the area located south of the covered arena to County Rd. Y.

145 (7) In the area located north and east of the covered arena.

146 (8) The gravel area of parking lot #1 and the former main stage area, lot #6.

147 B. **LESSEE** shall arrange the camping facility in a well designed fashion so as to provide no
148 more than 2,700 camping sites with a minimum 20' x 30' to maximum 20' x 40' size per site.
149 Camper units over 27' long must be placed in the largest available site.

150 C. **LESSEE** shall provide a series of 20' wide corridors spaced throughout the camping facility
151 so as to provide unobstructed routes of ingress and egress.

152 D. Camping will be restricted to one RV unit per site and/or one steering wheel per site, with
153 areas provided for additional vehicles outside of camping spaces.

154 E. A limit of five (5) small pop-up tents will be allowed per site.

155 F. No more than ten (10) persons allowed per site.

- 156 G. Persons under 18 years of age must be accompanied by a parent, or guardian.
- 157 H. No animals allowed except registered service animals utilized to assist those with
158 disabilities.
- 159 I. No solicitation allowed at camp facilities.
- 160 J. Security and medical assistance facilities will be provided twenty-four (24) hours per day
161 throughout the event. A minimum of four (4) security personnel will be specifically assigned to patrol
162 areas of the camping facilities each of the event nights from 11:00 p.m. to 4:00 a.m. **LESSOR**
163 reserves the right to change the minimum number of security personnel required to comply with any
164 ordinance enacted by the City of Oshkosh.
- 165 L. All generators must be equipped with a muffler and be restricted from running between the
166 hours of 1:00 A.M. to 6:45 A.M.
- 167 M. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit campfires
168 shall be prohibited in these areas.
- 169 6. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a Christian music**
170 **festival concert.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein.
171 **LESSEE** shall comply with all state and federal laws, rules, and regulations, including ADA access rules, all
172 applicable municipal ordinances and all Expo Policies enacted by Administrative Directive in the use of the
173 **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C". **LESSEE** shall
174 indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance
175 while using the **PREMISES**.
- 176 7. **MAINTENANCE and OPERATION.** During the term of this agreement:
- 177 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
178 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor or
179 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
180 permit others to drive nails, hooks, tacks or screws into any part of any building demised hereunder.
181 **LESSEE** shall not affix or allow others to affix duct tape of any kind to any ceiling, floor, wall, window,

182 table surface or appurtenances thereof. Only blue painters tape shall be allowed inside the
183 exposition building. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

184 B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES**
185 or bring or keep anything therein or thereupon which shall in any way conflict with the conditions of
186 any insurance policy upon the building or any part thereof or in any way increase any rate of
187 insurance upon the buildings and/or grounds or on property kept therein.

188 C. **LESSEE** shall not post or exhibit or allow to be posted or exhibited type of print advertising
189 such as signs, posters or cards of any description inside or in front of or on any part of the buildings,
190 except those which relate to the event taking place on the **PREMISES**. **LESSEE** shall take down
191 and remove forthwith all print advertising as aforementioned, objected to by the **LESSOR**. All print
192 advertising, permitted by **LESSOR** shall be removed immediately at termination of the event.

193 E. **LESSEE** shall at all times conform to City of Oshkosh Fire Department regulations relating
194 to aisle widths and exit door accessibility. **LESSEE** shall be responsible for being knowledgeable of
195 said regulations.

196 F. **Smoking is not allowed within any building within the boundaries of the exposition**
197 **center.**

198 G. **LESSEE** shall not visually block or in any way hinder spectator access to potable water
199 source(s) placed on the **PREMISES**.

200 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**
201 in the same condition as at the commencement of the term, ordinary wear and tear excepted.

202 I. No helium balloons with attached strings are allowed in any part of the Exposition Building at
203 any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or
204 balloon strings shall be repaired and **LESSEE** shall be invoiced for said repair.

205 J. Within 30 days prior to the event, the **PROVIDER** shall represent and warrant that it has
206 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to
207 music performed on the **PREMISES** and covering the event hereunder.

208 K. **LESSEE** shall announce the location of fire exits ten (10) minutes before the start of each
209 program whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety
210 Plan and Fire Evacuation Plan.

211 L. Throughout the event **LESSEE** shall not be permitted to locate either on the **PREMISES** any
212 type of mechanized aircraft that is to be used as an ongoing passenger flight attraction. Said
213 prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or from using
214 aircraft for demonstration, display or transport purposes.

215 M. **LESSEE** shall confine the off-loading of equipment and materials to the area within the
216 yellow-striped floor markings located inside the Center Hall overhead door entranceway and West
217 Wing overhead door entranceway.

218 8. **CONCESSIONS.**

219 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
220 term of this agreement: **hot and cold sandwiches, pizza, pre-packed snacks and concession**
221 **items, soda, coffee; various souvenir items to include but not be limited to t-shirts,**
222 **sweatshirts, compact disks, tape recordings, plastic beverage containers, sunglasses and**
223 **the like.** No alcoholic beverages will be served. Glass drinking containers are prohibited on the
224 **PREMISES**. With the exception of empty plastic drinking containers, and items used for medical
225 purposes, **LESSEE** shall be permitted to prohibit the admittance of "carry-in" food and beverage
226 items onto the **PREMISES**. **LESSEE** shall secure all necessary permits required for the sale of the
227 aforementioned concessions from the City of Oshkosh/Winnebago County and **provide proof of**
228 **such permits to the LESSOR.**

229 B. **LESSEE** shall not post "Out of Order" notices or un-plug any vending machines on the
230 **PREMISES**. Said machines are under the control of **LESSOR** and shall not be tampered with.

231 9. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with
232 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The
233 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in

234 the absence of **LESSEE'S** provision of a certificate of insurance indicating coverage as is required herein.

235 10. **UTILITIES.** **LESSEE** shall be responsible for payment of the cost of utilities utilizing
236 payment method **"A."** as shown below. The selection of the payment method shall be at the sole
237 discretion of **LESSOR.**

238 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the
239 utility fee is included in the total use fee. See section 2 (A).

240 11. **DIGGERS HOTLINE.**

241 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
242 agencies, as well as **LESSOR**, to locate all utility lines on the **PREMISES** if **LESSEE**, its vendors,
243 agents, servants or employees shall be inserting into the ground tent stakes, posts, poles, or other
244 below grade appurtenances. Failure of **LESSEE** to locate utility lines shall obligate **LESSEE** to
245 repair or replace any damaged utility line at **LESSEE'S** sole expense and to reimburse **LESSOR** for
246 any lost revenue or damages of any kind.

247 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on
248 the **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled to
249 **LESSOR'S** satisfaction via **LESSOR** approved method within three (3) working days following the
250 final event day. Holes left unfilled after the aforementioned deadline will be filled by **LESSOR** at
251 **LESSEE'S** expense.

252 12. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
253 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,
254 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any
255 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto
256 and any other portion of the Sunnyview Exposition Center, and the Winnebago County Community Park, by
257 reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons
258 occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents,
259 representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said

260 **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including
261 claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the
262 **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability
263 arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be
264 responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

265 **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a
266 result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or
267 wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or
268 persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its
269 agents, members or guests (including claims of employees of **LESSEE** or of any contractor or
270 subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include
271 any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

272 13. **TERMINATION OF AGREEMENT**. Should **LESSEE** fail to substantially comply with any
273 material provision of this Rental Agreement, **LESSOR** may terminate this Rental Agreement if said breach
274 occurs prior to June 1, of each lease term, upon 30 days written notice to **LESSEE**, and if said breach occurs
275 subsequent to July 1, of each lease term upon 48 hours prior written notice to **LESSEE** and upon **LESSEE'S**
276 failure to cure said breach within 24 hours of receipt of said notice.

277 14. **MISCELLANEOUS**.

278 A. **Rules**. **LESSEE** acknowledges that it has read, understood and accepts all rules and
279 regulations of the **LESSOR** with respect to the **PREMISES**.

280 B. **Binding Agreement**. This agreement shall be binding upon and inure to the benefit of the
281 respective parties, their successors and assigns, heirs and personal representatives, except as
282 otherwise expressly provided herein.

283 C. **Waiver, Change or Modification**. This agreement may not be changed orally, but only an
284 agreement in writing, and signed by the party against whom enforcement of any waiver, change,
285 modification or discharge is sought.

286 D. **Applicable Law**. The parties agree that this Agreement shall be construed pursuant to and
287 in accordance with the laws of the State of Wisconsin.

288 E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement,
289 and shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not
290 obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor
291 cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the **PREMISES**.

292 F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this
293 Agreement or entitle **LESSEE** to a rebate from **LESSOR**.

294 G. **Contract Provisions**. All parts of this rental agreement shall be reviewed annually after the
295 completion of each event by both **LESSOR** and **LESSEE**. Mutually agreed upon changes to the
296 agreement for the subsequent year shall be included by written extension to this rental agreement.

297 15. **ADDITIONAL PROVISIONS**.

298 A. Dumpster rental and charges for the same are the sole responsibility of **LESSEE**. **LESSEE**
299 shall contract with Winnebago County Solid Waste to supply a minimum of four, twenty (20) yard
300 units and eight, (8) yard units. **LESSEE** shall arrange to have dumpsters emptied, with refuse taken
301 to the Winnebago County Landfill and recyclables taken to the Winnebago County Recycling Facility,
302 as often as necessary to maintain clean, sanitary conditions on the **PREMISES**.

303 B. **LESSEE** shall provide rental toilets and hand-washing facilities with adequate water always
304 available, in adequate numbers so as to have ample sanitary facilities for the maximum anticipated
305 attendance on the **PREMISES**. The number shall be based on 2 toilets/300 people (unisex) plus a
306 minimum of 1 handicap accessible unit/250 people or the current Wisconsin Department of Health
307 Standard, whichever is more stringent. **LESSOR** reserves the right to change the number of toilets
308 required to comply with any ordinance or policy enacted by the City of Oshkosh or Winnebago
309 County Health Department.

310 C. **LESSEE** shall provide **LESSOR** a plan for event security utilizing off-duty and/or auxiliary
311 police in addition to any private security hired by **LESSEE**. Said plan shall include, but not be limited

312 to, information on the numbers and types of security personnel available on the grounds each day,
313 how they are to be allocated, how peak ingress and egress situations will be handled, medical
314 personnel available, and any other information which will enhance **LESSOR'S** ability to review the
315 plan. Said plan shall be available to **LESSOR** for review no later than June 1, of each lease term. If
316 in the judgement of the **LESSOR**, changes in the security plan are required, **LESSEE** shall be
317 obligated to make the necessary changes and **LESSOR'S** judgement in this issue shall be final.
318 **LESSOR** reserves the right to change the number of security personnel required to comply with any
319 ordinance enacted by the City of Oshkosh.

320 D. **LESSEE** shall establish a twenty-four (24) hour weather monitoring system capable of
321 receiving up-to-the-moment information pertaining to threatening weather conditions and related
322 advisories.

323 E. **LESSEE** shall be prepared to implement comprehensive action plan(s) capable of
324 addressing various threats to spectator safety at any time during the event. Plan(s) shall include, but
325 not be limited to, the following issues: Warning and appropriate response to emergency weather
326 conditions; deviations in normal crowd behavior (i.e. gang activity, gate crashing, etc.). Said plan(s)
327 shall be in writing and be reviewed a minimum of 7 (seven) days prior to the event by the Winnebago
328 County Emergency Government Director. If in the judgement of the **LESSOR**, changes in the action
329 plan(s) are required, **LESSEE** shall be obligated to make the necessary changes and **LESSOR'S**
330 judgement in this issue shall be final.

331 F. **LESSEE** shall comply with all directives regarding firewood issued by the WDNR.

332 H. **Community Park Parking.** **LESSEE** and **LESSOR** agree that both sides of the existing
333 roadway, as well as all parking areas and hard surfaces, within the Winnebago County Community
334 Park north of Sport Road shall be available for parking with the exception of 12 parking stalls in the
335 dog park area parking lot. See attached map. **LESSOR'S** judgment as to the ability of an area to be
336 utilized for parking shall be final. For purposes of safety and crowd control, **LESSEE** shall take
337 measures to establish a safe route of ingress and egress for pedestrians crossing County Road Y

338 near the main entrance to the Community Park. These measures shall include the use of signage,
339 barricades and attendants to supervise road crossings. Any damage to these areas shall be
340 repaired at the sole expense of **LESSEE**. **LESSEE** shall not allow any parking for concert patrons in
341 any parking lots south of Sport Road, and the James P. Coughlin Center building parking lots (See
342 attached map).

343 I. Public address and sound systems shall be the sole responsibility of **LESSEE**. **LESSEE**
344 shall be liable for all charges incurred in rental and set-up/take down of the public address and sound
345 systems. **LESSEE** shall page patrons on the grounds in the event of an emergency.

346 J. **LESSEE** shall be allowed to display banners, posters, signs or showbills relating to the event
347 to be held at the **PREMISES**. All banners, posters, signs or showbills, along with any appurtenances
348 used to attach the same, shall be removed from the **PREMISES** at the termination of the event.

349 K. **LESSEE** shall provide at its own cost and expense, a local business office and agent to
350 manage promotion of the event and serve as a contact for all information related to the event. The
351 telephone number, web site and email address, for the event business office shall be actively
352 publicized as the phone number, web site and email address to use for all event information.

353 L. **LESSEE** shall provide the following on the **PREMISES** during the term of this rental
354 agreement:

355 (1) Lost and found facility.

356 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:

357 (a) UPS and other deliveries.

358 (b) Vendor concerns and set-up.

359 (c) Camping locations and set-up.

360 (d) Volunteer and staff check in/out.

361 (3) A headquarters furnished with a computer with printer and telephones for incoming
362 and outgoing calls with the number(s) and email address(es) published so public inquiries
363 are handled by **LESSEE'S** staff. These same items in the Parks Department offices shall

364 not be made available for use by **LESSEE**.

365 M. **LESSEE** shall provide **LESSOR** with the following information a minimum of two months
366 prior to the event:

367 (1) Camping area location(s), rates, contact information for reservations, contact
368 information for the campground(s) (if applicable) and the number of sites at each location.

369 (2) A schedule of bands and activities. This shall be updated as often as necessary to
370 remain current.

371 (3) Charges for the event to include ticket charges and purchase options, package
372 deals, and parking/camping fees.

373 (4) A reproducible layout map of the event site, no larger than 8 1/2" x 14".

374 N. **LESSEE** shall provide within the **PREMISES** a clearly marked and easily visible first aid tent,
375 building, or trailer staffed by certified medical personnel for each day of the event from gate opening
376 to event closing time.

377 O. In order to facilitate the preparedness of area emergency response teams, **LESSEE** shall provide
378 the Chief of the Oshkosh Fire Department with an overview of all emergency response plans and
379 resources being utilized during the event. Said communication shall be completed no later than
380 June 1, of each lease term.

381 P. With the exception of the **LESSEE**, **LESSEE'S** employees, security, contracted vendors, and
382 registered overnight campers, all other persons must leave the **PREMISES** between the hours of
383 2:30 a.m. and 5:30 a.m.. No events which are open to the public may be held during these curfew
384 hours. Violators of this policy are subject to any and all City of Oshkosh ordinance violations
385 applicable.

386 16. **DISCRIMINATION**. During the term of this agreement the **LESSEE** agrees not to
387 discriminate against any person, whether a recipient of services (actual or potential), an employee, a
388 guest, or an applicant for employment on the basis of race, religion, sex, handicap, national origin,
389 age, cultural differences, sexual preference or marital status.

390 17. ARBITRATION.

391 A. This Agreement shall be covered by the laws of the State of Wisconsin.

392 B. Claims, disputes, and other matters in question between the parties to this Agreement
393 arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in
394 accordance with the American Arbitration Association rules then pertaining, upon the express written
395 consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following
396 shall govern any such proceedings:

397 (1) The American Arbitration Association shall submit a panel of five arbitrators to the
398 parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the
399 dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

400 (2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid
401 by the party initiating the proceeding) shall be borne equally by the parties. Each party shall
402 pay his own legal fees and expenses incurred in connection with the proceeding.

403 (3) Any arbitration shall take place in the City of Oshkosh, Winnebago County,
404 Wisconsin.

405 (4) Unless otherwise agreed by the parties, the arbitration hearing in this matter shall
406 be limited to one day in length with the arbitrator providing each side equal time to present
407 its case during that day.

408 (5) That any discovery proceeding shall be limited to the thirty (30) day period prior to
409 the date of the arbitration hearing. The party requesting the discovery shall pay for all costs
410 incurred by the opposite party, except for attorney's fees, related to the discovery procedure,
411 including, but not limited to witness and reporter's fees related to depositions, photocopying
412 fees, postage fees, and delivery fees.

413 (6) That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall
414 issue a written decision which shall include written findings of fact and conclusions of law.

415 (7) The proceeding and arbitration shall be governed by the laws of the State of

416 Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

417 18. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** at any time
418 during any event to inspect, repair and/or maintain the building(s) and/or grounds.

419 19. **NAMING RIGHTS**

420 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the
421 **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional
422 and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or
423 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete
424 change within 365 days of notification.

425 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of certain
426 brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** and **LESSEE'S** agents,
427 vendors, and third party renters, shall be bound by the terms of said licensing agreement provided
428 **LESSOR** has presented **LESSEE** with written notification of the obligatory conditions of the licensing
429 agreement. Sale of alternate brands of concessions or beverage goods by **LESSEE** shall be
430 deemed in breach of contract.

431 C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for purposes
432 of selling or displaying concessions or merchandise. Said merchandise shall be pre-approved via
433 Sponsorship Agreement between Sponsor and **LESSOR**.

434 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along the
435 south east corner of the Center Hall for purposes of selling and or displaying pre-approved
436 merchandise, with the exception of events not open to the public and those events deemed Private
437 on the official expo calendar.

438 E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area located
439 within the south west corner of parking lot #4 for selling and or displaying pre-approved merchandise
440 during events taking place within the covered arena. A mutually agreeable alternate area for the
441 above sponsor activity must be presented in writing to **LESSOR**, by **LESSEE** to sponsor and

4 4 2 **LESSOR** a minimum of two weeks prior to scheduled event.

4 4 3 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
4 4 4 merchandise during events within the Sunnyview Exposition Center grounds that take place in
4 4 5 other areas than those stated in Section 19 D. and E. Said area shall be mutually agreed upon by
4 4 6 Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior
4 4 7 to the scheduled event.

4 4 8 20. **NOTICES**. - Any notices required pursuant to this Agreement shall be considered provided
4 4 9 upon deposit in the U.S. Mail, 1st Class postage affixed. Notices shall be mailed to the parties at the
4 5 0 following addresses:

4 5 1 **LESSEE:** Life Promotions Inc.
4 5 2 Attn: Dave Romenesko
4 5 3 2030 American Drive
4 5 4 Neenah, Wisconsin 54956

4 5 5
4 5 6 **LESSOR:** Winnebago County Parks Department
4 5 7 Attn: Rob Way
4 5 8 625 E. County Road Y
4 5 9 Suite 500
4 6 0 Oshkosh, Wisconsin 54901
4 6 1

4 6 2 21. The entire agreement of the parties is contained herein and this agreement supersedes any
4 6 3 and all oral agreements and negotiations between the parties relating to the subject matter hereof. Should
4 6 4 any part of this agreement be held to be invalid by a Court of law, said ruling shall not invalidate the
4 6 5 remainder of this Agreement.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the

_____ day of _____, 20____.

WINNEBAGO COUNTY (LESSOR)

By: _____
County Executive

County Clerk

LESSEE: LIFE PROMOTIONS, INC.

_____(Seal)

Title

Approved as to Form:

John Bodnar-Winnebago County
Corporation Counsel

Date

EXHIBIT "A" - INSURANCE

A minimum of thirty (30) days prior to holding the event or participating in the event, LESSEE, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Liquor Liability (if alcohol on

PREMISES)

2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds"**.
4. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**

1 153-62017

2

3 **ORDINANCE: Amend Section 19.24(7) of the General Code for Winnebago County to**
4 **Incorporate the Updated Sunnyview Exposition Center Rental Fee Schedule**

5

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

7 **WHEREAS**, the Winnebago County Parks and Recreation Committee has reviewed and recommends approval
8 of the following amendment to Section 19.24(7) of the General Code of Winnebago County containing the rental fee
9 schedule established for the Sunnyview Exposition Center; and

10 **WHEREAS**, with the upcoming installation of a permanent stage and entertainment facility at the Sunnyview
11 Exposition Center Grandstand Complex, it is necessary that Winnebago County proceed with instituting changes to
12 that section of the Sunnyview Exposition Center Rental Fee Schedule that both accommodate the scope and reflect
13 the added value of the aforementioned improvements; and

14 **WHEREAS**, fees for the improved areas shall be incorporated using a three-tiered approach to address use
15 of the facility for large, medium, and small events; and

16 **WHEREAS**, to further assist Expo Center clientele in their selection of an appropriate combination of
17 Grandstand Complex rental options, an additional option for stage rental shall be available within each of the three
18 tiers; however, all negotiations for stage rentals will be separate from the Grandstand Complex pricing schedule; and

19 **WHEREAS**, it has been determined that beginning in 2018, there shall be a 2.5% yearly facility rate increase
20 for the Grandstand Complex; and,

21 **WHEREAS**, in an effort to further enhance Winnebago County's revenue opportunities, the amended fee
22 schedule shall include a provision for collection of a 2.5% commission on all food and beverage sales involving the
23 Grandstand Complex Concession Building.

24

25 **NOW, THEREFORE, BE IT RESOLVED**, the Winnebago County Board of Supervisors does ordain as
26 follows:

27 That Section 19.24(7) of the General Code of Winnebago County shall be expanded to include the new rates
28 for the Grandstand Complex and new stage for years 2017-2020, and the new rates shall read as follows: (see
29 attached EXHIBIT "A," Sunnyview Exposition Center Rental Fees Schedule 2016 – 2017 – 2018 – 2019 – 2020).

30

31 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that said amendment to the
32 General Code of Winnebago County shall become effective on the date following the date of publication.

33

34 **Fiscal Note:** See attached.

35

Respectfully submitted by:

36

PARKS AND RECREATION COMMITTEE

37

Committee Vote: **5-0**

38

Vote Required for Passage: **Majority of Those Present**

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2017.

41

42

43

44

Mark L Harris
Winnebago County Executive

Resolution Number 153-62017

FISCAL NOTE

Enactment of this amendment in conjunction with the building of a permanent stage and large audience entertainment area within the grandstand complex will coincide with an annual increase of approximately \$2,800 in Oshkosh storm water utility charges. Parks operational costs may increase up to \$2,500 per year.

An estimate of the potential revenue that may be realized as a result of the enactment of this amendment is as follows:

- First year of programming (2018) – Although there would be a loss of approximately \$4,800 in racetrack related revenue, there is some indication from parties already making inquiries into using the venue that a small event could be booked for 2018. Given this contingency, the County could realize an estimated gross revenue of between \$5,000 and \$6,500 from the venue which includes the County's percentage of Pepsi, ATM, and concession building sales.
- Second and third years of programming (2019 and 2020) – it is anticipated that there may be some combination of 1 – 2 small and/or 1 – 2 medium size events using the venue with an estimated aggregate revenue of between \$20,000 and \$30,000 per year which includes the County's percentage of Pepsi, ATM, and concession building sales.
- Subsequent years – it is anticipated that together with a combination of small and medium size events using the venue, there is a strong likelihood that at least one or possibly two large scale events (i.e. concerts) will also be using the grandstand venue and surrounding expo facilities. Given this scenario, the estimated aggregate revenue gained from the venue may range between \$45,000 and \$60,000 per year which includes the County's percentage of Pepsi, ATM, and concession building sales.

Given the addition of the stage, potential revenue of the Grandstand Complex over the next ten (10) years is estimated to be at between \$350,000 and \$425,000.

EXHIBIT "A"

**SUNNYVIEW EXPOSITION CENTER
RENTAL FEES SCHEDULE
2016—2017—2018—2019—2020**



The following fees shall apply for building, equipment and grounds rental. All fees are per day unless otherwise stated.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>EXPOSITION BUILDING:</u>					
Center Hall (Stevenson Hall)	\$712.95	\$712.95	\$748.60	\$786.03	\$825.33
Center Hall & either wing	\$1,043.34	\$1,043.34	\$1,095.29	\$1,150.29	\$1,207.80
West Wing	\$428.93	\$428.93	\$450.38	\$472.90	\$496.55
South Wing	\$457.92	\$457.92	\$480.82	\$504.86	\$530.10
Entire Building (<i>excluding</i> kitchen & ticket box office)	\$1,309.97	\$1,309.97	\$1,375.47	\$1,444.24	\$1,516.45
Entire Building (<i>including</i> kitchen & ticket box office)	\$1,680.33	\$1,680.33	\$1,764.35	\$1,852.57	\$1,945.20
Kitchen	\$171.57	\$171.57	\$180.15	\$189.16	\$198.62
Ticket Box Office (<i>excluding</i> PA system)	\$108.96	\$108.96	\$114.41	\$120.13	\$126.14
Ticket Box Office* (<i>including</i> PA system/all page, extra mic, cord & stand)	\$160.00	\$160.00	\$168.00	\$176.40	\$185.22
Event Office	\$100.00	\$100.00	\$105.00	\$110.25	\$115.76
<i>*must rent ticket box office if Using Expo Building PA System</i>					
<u>LIVESTOCK ARENA COMPLEX:</u>					
Covered Arena (arena, registration office, support room, Covered Arena PA system, amenities contained within the Covered Arena building only)	\$740.79	\$740.79	\$777.83	\$816.72	\$857.56
Entire Complex (covered arena ((as described above)) outdoor arena, restrooms with showers & wash racks, PA system)	\$1,275.00	\$1,275.00	\$1,338.75	\$1,405.69	\$1,475.97
<u>BARN & ACCESSORY OUTBUILDINGS:</u>					
Barn A (including overhang)	\$462.55	\$462.55	\$485.68	\$509.96	\$535.46
Barn A+	\$398.80	\$398.80	\$418.74	\$439.68	\$461.66
Barn A, A+ & overhang	\$653.83	\$653.83	\$686.52	\$720.85	\$756.89
Barn B	\$404.58	\$404.58	\$424.81	\$446.05	\$468.35
Barn C (45 stalls)	\$354.74	\$354.74	\$372.48	\$391.10	\$410.66

**BARN & ACCESSORY
OUTBUILDINGS:**

Barn D (52 stalls)

Barn E

Restroom Building 1 & 2 (*with* showers, must be combined to meet ADA)

Restroom Building 1 & 2 (*without* showers, must be combined to meet ADA)

Food Court

Milk House

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Barn D (52 stalls)	\$354.74	\$354.74	\$372.48	\$391.10	\$410.66
Barn E	\$398.80	\$398.80	\$418.74	\$439.68	\$461.66
Restroom Building 1 & 2 (<i>with</i> showers, must be combined to meet ADA)	\$406.36	\$406.36	\$426.68	\$448.01	\$470.41
Restroom Building 1 & 2 (<i>without</i> showers, must be combined to meet ADA)	\$310.66	\$310.66	\$326.19	\$342.50	\$359.63
Food Court	\$178.53	\$178.53	\$187.46	\$196.83	\$206.67
Milk House	\$117.08	\$117.08	\$185.93	\$195.23	\$204.99

**GRANDSTAND
COMPLEX: TIERED
EVENT PRICING**

Tier 1 Event—use of both grandstands, concession bldg., both restrooms, pole bldg. & adjacent open area, infield entertainment area, PA system. No camping. Parking in lot #1. Pricing per day.

Tier 2 Event—use of both grandstands, concession bldg., both restrooms, pole bldg. & adjacent open area, announcer booth, PA system, infield entertainment area. Camping in 3 areas. Parking in lot #1+. Pricing per day.

Tier 3 Event—use of both grandstands, concession bldg., concession bldg., both restrooms, pole bldg., and adjacent open area, announcer booth, PA system, infield entertainment area, entire expo grounds including all buildings and camping areas and parking lots. Pricing per day.

Tier 1, 2, & 3 Events—grandstand facility stage rental.

Tier 1, 2, & 3 Events— +% of total sales from LESSEE when renting concession stand.

Dumpster rental—8yrd containers as per estimated attendance required. (Per event utility fee applies.)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	
<u>Tier 1 Event</u>	\$4,380.00	\$4,489.50	\$4,601.75	\$4,716.80	2.5%+ annual increase
<u>Tier 2 Event</u>	\$6,860.00	\$7,031.50	\$7,207.30	\$7,387.50	2.5%+ annual increase
<u>Tier 3 Event</u>	\$22,850.00	\$23,421.25	\$24,006.78	\$24,606.95	2.5%+ annual increase
<u>Tier 1, 2, & 3 Events</u> —grandstand facility stage rental.	Negotiated not to exceed \$10,000.00 per event.	Negotiated not to exceed \$10,000.00 per event.	Negotiated not to exceed \$10,000.00 per event.	Negotiated not to exceed \$10,000.00 per event.	2.5%+ annual increase
<u>Tier 1, 2, & 3 Events</u> — +% of total sales from LESSEE when renting concession stand.	2.5%	2.5%	2.5%	2.5%	2.5%
Dumpster rental—8yrd containers as per estimated attendance required. (Per event utility fee applies.)	\$180.00	tbd	tbd	tbd	tbd

CAMPING AREAS:

Per event

Lot #2, Lot #3 w/electrical hookups

Grass areas south of Food Court, south of Barn E, Lot #4, Lot #11 w/electrical hookups

All other camping areas with or without electrical hookups*

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Lot #2, Lot #3 w/electrical hookups	\$200.00	\$200.00	\$210.00	\$220.50	\$231.53
Grass areas south of Food Court, south of Barn E, Lot #4, Lot #11 w/electrical hookups	\$150.00	\$150.00	\$157.50	\$165.38	\$173.65
All other camping areas with or without electrical hookups*	\$75.00	\$75.00	\$78.75	\$82.69	\$86.82

EQUIPMENT RENTALS:

Per event unless otherwise noted *

(400)Chairs (indoor, stacking)

(200)Tables (indoor 30" x 8')

Lectern

Lectern w/audio

TV/DVD

Bleachers (5 row x 15')

Set up fee

Stage (indoor, 16' x 20' or 12' x 24' configuration)

Set up fee

Garbage barrels

Snow fence w/posts

Portable power supply

Portable PA system

Set up fee

Computer projector (mounted in South Wing of Exposition Building)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
(400)Chairs (indoor, stacking)	\$2.00/ea.	\$2.00/ea	\$2.25/ea.	\$2.25/ea.	\$2.25/ea.
(200)Tables (indoor 30" x 8')	\$5.00/ea.	\$5.00/ea.	\$5.75/ea.	\$5.75/ea.	\$5.75/ea.
Lectern	\$20.00	\$20.00	\$25.00	\$25.00	\$25.00
Lectern w/audio	\$30.00	\$30.00	\$35.00	\$35.00	\$35.00
TV/DVD	\$80.00	\$80.00	\$85.00	\$85.00	\$85.00
Bleachers (5 row x 15')	\$30.00/ea.	\$30.00/ea.	\$50.00/ea.	\$50.00/ea.	\$50.00/ea
Set up fee	\$60.00	\$60.00	\$150.00 (3 unit Minimum)	\$150.00 (3 unit Minimum)	\$150.00 (3 unit Minimum)
Stage (indoor, 16' x 20' or 12' x 24' configuration)	\$175.00	\$175.00	\$200.00	\$200.00	\$200.00
Set up fee	\$60.00	\$60.00	\$150.00	\$150.00	\$150.00
Garbage barrels	\$2.00	\$2.00	\$2.50	\$2.50	\$2.50
Snow fence w/posts	\$.15/linear ft.	\$.15/linear ft.	\$.15/linear ft.	\$.15/linear ft.	\$.15/linear ft.
Portable power supply	\$75.00	\$75.00	\$80.00	\$80.00	\$80.00
Portable PA system	\$300.00 Per Day + \$200.00 deposit	\$300.00 Per Day + \$200.00 deposit	\$300.00 Per Day + \$200.00 deposit	\$300.00 Per Day + \$200.00 deposit	\$300.00 Per Day + \$200.00 deposit
Set up fee	\$60.00	\$60.00	\$150.00	\$150.00	\$150.00
Computer projector (mounted in South Wing of Exposition Building)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

*for use on parks premises only, items noted as 'indoor' must remain inside of a facility, exceptions granted only per Administrative Directive for parks and municipal use.



Winnebago County Parks Department
 625 E. Cty. Rd. Y #500
 Oshkosh WI 54901
 920-232-1960

<p><u>GROUNDS:</u></p> <p>A combination of facilities and grounds, other than as noted, may be negotiated as per Expo Manager.</p>	<table border="1"> <thead> <tr> <th data-bbox="636 128 795 184">2016</th> <th data-bbox="795 128 954 184">2017</th> <th data-bbox="954 128 1114 184">2018</th> <th data-bbox="1114 128 1273 184">2019</th> <th data-bbox="1273 128 1421 184">2020</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="636 184 1421 359" style="text-align: center;">NEGOTIATED</td> </tr> </tbody> </table>					2016	2017	2018	2019	2020	NEGOTIATED									
2016	2017	2018	2019	2020																
NEGOTIATED																				
<p><u>SET UP/CLEAN UP CHARGES:</u></p> <p>Will apply if Lessee does an inadequate job as per Expo Manager.</p> <p>Additional set up/take down days (above 3 days of use)</p>	<table border="1"> <thead> <tr> <th data-bbox="636 359 795 415">2016</th> <th data-bbox="795 359 954 415">2017</th> <th data-bbox="954 359 1114 415">2018</th> <th data-bbox="1114 359 1273 415">2019</th> <th data-bbox="1273 359 1421 415">2020</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="636 415 1421 583"> Per hour charge (not including equipment, charges which are determined via Hwy. Dept. official pricing of per hour usage) \$49.00/person/hr/permanent staff \$15.00/person/hr/seasonal staff (if available) </td> </tr> <tr> <td colspan="5" data-bbox="636 583 1421 674" style="text-align: center;">20% of total rental fee/each day</td> </tr> </tbody> </table>					2016	2017	2018	2019	2020	Per hour charge (not including equipment, charges which are determined via Hwy. Dept. official pricing of per hour usage) \$49.00/person/hr/permanent staff \$15.00/person/hr/seasonal staff (if available)					20% of total rental fee/each day				
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<p><u>UTILITIES:</u></p> <p>Water, Sewer, Storm Water Fee, Shared Electrical (rates increase according to elevated charges imposed by local municipality and public service provider)</p>	<table border="1"> <thead> <tr> <th data-bbox="636 674 795 730">2016</th> <th data-bbox="795 674 954 730">2017</th> <th data-bbox="954 674 1114 730">2018</th> <th data-bbox="1114 674 1273 730">2019</th> <th data-bbox="1273 674 1421 730">2020</th> </tr> </thead> <tbody> <tr> <td data-bbox="636 730 795 957" style="text-align: center;">\$236.25</td> <td data-bbox="795 730 954 957" style="text-align: center;">+5%</td> <td data-bbox="954 730 1114 957" style="text-align: center;">+5%</td> <td data-bbox="1114 730 1273 957" style="text-align: center;">+5%</td> <td data-bbox="1273 730 1421 957" style="text-align: center;">+5%</td> </tr> </tbody> </table>					2016	2017	2018	2019	2020	\$236.25	+5%	+5%	+5%	+5%					
2016	2017	2018	2019	2020																
\$236.25	+5%	+5%	+5%	+5%																
<p><u>CALENDAR DEPOSIT:</u></p> <p>Required for booking future show(s) 6 months or more in advance. Single day events must book after January 1, multi-day events may book any time. Reservations are generally taken up to five years in advance when possible.</p>	<table border="1"> <thead> <tr> <th data-bbox="636 957 795 1014">2016</th> <th data-bbox="795 957 954 1014">2017</th> <th data-bbox="954 957 1114 1014">2018</th> <th data-bbox="1114 957 1273 1014">2019</th> <th data-bbox="1273 957 1421 1014">2020</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="636 1014 1421 1272" style="text-align: center;"> NON-REFUNDABLE \$100.00 single day events (subtracted from balance due) \$500.00 multi-day events (subtracted from balance due) 25% contract deposit due approximately 3 months prior to event. </td> </tr> </tbody> </table>					2016	2017	2018	2019	2020	NON-REFUNDABLE \$100.00 single day events (subtracted from balance due) \$500.00 multi-day events (subtracted from balance due) 25% contract deposit due approximately 3 months prior to event.									
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<p><u>DISCOUNTS:</u></p> <p>Multi-day use for rentals with a base contract of \$2,700.00 & above.</p> <p>4H/WCFB use of Food Court Utilities fee only</p>	<table border="1"> <thead> <tr> <th data-bbox="636 1272 795 1329">2016</th> <th data-bbox="795 1272 954 1329">2017</th> <th data-bbox="954 1272 1114 1329">2018</th> <th data-bbox="1114 1272 1273 1329">2019</th> <th data-bbox="1273 1272 1421 1329">2020</th> </tr> </thead> <tbody> <tr> <td data-bbox="636 1329 795 1419" style="text-align: center;">-10%</td> <td data-bbox="795 1329 954 1419" style="text-align: center;">-5%</td> <td data-bbox="954 1329 1114 1419" style="text-align: center;">-0%</td> <td data-bbox="1114 1329 1273 1419" style="text-align: center;">-0%</td> <td data-bbox="1273 1329 1421 1419" style="text-align: center;">-0%</td> </tr> <tr> <td data-bbox="636 1419 795 1509" style="text-align: center;">\$26.25</td> <td data-bbox="795 1419 954 1509" style="text-align: center;">+5%</td> <td data-bbox="954 1419 1114 1509" style="text-align: center;">+5%</td> <td data-bbox="1114 1419 1273 1509" style="text-align: center;">+5%</td> <td data-bbox="1273 1419 1421 1509" style="text-align: center;">+5%</td> </tr> </tbody> </table>					2016	2017	2018	2019	2020	-10%	-5%	-0%	-0%	-0%	\$26.25	+5%	+5%	+5%	+5%
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\$26.25	+5%	+5%	+5%	+5%																
<p><u>GENERAL INFORMATION:</u></p> <p>A. All rates shown are per day rates unless otherwise noted as per event.</p> <p>B. Balance due on first set up day (or date as determined by individual contract).</p> <p>C. Non-profit group pricing for Winnebago County 4H and Winnebago County Farm Bureau for the Food Court Building Only.</p> <p>D. Exclusive license holding sponsors are noted on the parks web site www.co.winnebago.wi.us/parks, certain restrictions may apply.</p> <p>E. All contracts include up to 2 days set up and 1 day take down free of charge</p> <p>F. Legal Status of Out of State Lessees: Lessee will warrant that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing the agreement on its behalf are authorized to do so, and if a corporation, that the name and address of Lessee's registered agent is as set forth under the heading Registered Agent on the contract agreement.</p> <p>G. Class B liquor licenses only. Temporary permit must be obtained through City of Oshkosh.</p> <p>H. Liability insurance certificates are required for all Lessees as per exhibit A on web site www.co.winnebago.wi.us/parks.</p>																				

2 **RESOLUTION: Request Authority to Apply for a National Recreation and Parks**
3 **Association Meet Me at the Park Campaign Grant to Fund Inclusive Play**
4 **Equipment for the Natural Way Area of the Winnebago County**
5 **Community Park**

6
7
8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, included in the long-range plans for improving the amenities offered at Shelter #2, which is in The
10 Natural Way area in the Winnebago County Community Park, is the addition of several pieces of inclusive play
11 equipment; and

12 **WHEREAS**, given that Shelter #2 does not have any play equipment other than a swing and a slide at the
13 present time, and there is a large amount of flat open space available on the northeast side of the Shelter, it is
14 appropriate to install inclusive play equipment at this location, which will be serviceable using the same accessible path
15 for the outdoor fitness equipment scheduled to be installed in 2017; and

16 **WHEREAS**, the presence of inclusive play equipment in a central location near Shelter #2 will complement the
17 area and will be of genuine value as it will incorporate the attributes of Universal Design standards on which The Natural
18 Way is premised; and

19 **WHEREAS**, with inclusive play equipment built under Universal Design standards, Winnebago County will have
20 in place a facility capable of providing recreational opportunities to all ages and abilities for the foreseeable future and
21 provide a valuable resource for those with both physical and cognitive disabilities; and

22 **WHEREAS**, the National Recreation and Parks Association is accepting applications for grants to be awarded to
23 certain municipalities committed to investing up to \$50,000 towards the creation of innovative and impactful projects that
24 will increase access to play for children and families.

25
26 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the Winnebago
27 County Executive and the Winnebago County Clerk are hereby authorized to submit an application to the National
28 Recreation and Parks Association for the Meet Me at the Park Grant, committing Winnebago County to purchasing
29 inclusive play equipment contingent upon the award of grant and matching funds or equivalent funds (funds already
30 spent on design work or volunteer hours already worked) being made available, enabling Winnebago County to purchase
31 up to \$26,000 in said equipment.

32
33 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves of the
34 commitment to proceed with efforts to install inclusive play equipment at Shelter #2 should the aforementioned Grant be
35 awarded to Winnebago County.

36
37 **Fiscal Note:** The introduction of new play equipment at Shelter #2 will require increased monitoring to maintain safety
38 and quality standards. The subsequent increase in the amount of time required to inspect and make
39 adjustments to the equipment will require that over the course of each ensuing year an equivalent of \$150
40 be dedicated towards said activities from the Parks labor account.

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Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**

Vote Required for Passage: **Majority of Those Present**

Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

1 155-62017

2 **RESOLUTION: Amend the Table of Organization for Park View Health Center**

3
4

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

6 **WHEREAS**, the employee holding the Volunteer and Activity Associate position at Park View Health Center
7 is retiring from employment with Winnebago County; and

8 **WHEREAS**, the responsibilities of the Volunteer and Activity Associate position can be absorbed by other
9 current departmental staff; and

10 **WHEREAS**, there is a strong need for a Transportation Aide position at Park View Health Center, which
11 could be used to provide transportation services for current residents and to transport new residents to Park View
12 Health Center; and

13 **WHEREAS**, the proposed change in the Table of Organization for Park View Health Center will not change
14 the total number of full-time equivalent employees authorized for the department, nor require a change to the Park
15 View Health Department's budget.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 amends the Table of Organization for Park View Health Center by deleting one full-time Volunteer and Activity
19 Association position and adding one full-time Transportation Aide position.

20

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **4-0**

24 Vote Required for Passage: **Majority of Those Present**

25

26 Approved by the Winnebago County Executive this ____ day of _____, 2017.

27

28

29 _____
30 Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Petition the Secretary Of Transportation for Airport Improvement Aid By**
3 **Winnebago County, Wisconsin**
4

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

6 **WHEREAS**, Winnebago County, Wisconsin, hereinafter referred to as the sponsor, being a municipal body
7 corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control,
8 lease, equip, improve, maintain, and operate an airport; and

9 **WHEREAS**, the sponsor desires to develop or improve Wittman Regional Airport, Winnebago County,
10 Wisconsin; and

11 **"PETITION FOR AIRPORT PROJECT"**

12 **WHEREAS**, airport users were consulted in formulation of the improvements included in this resolution; and

13 **WHEREAS**, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat.
14 §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition.

15
16 **NOW, THEREFORE, BE IT RESOLVED**, by the sponsor, that a petition for federal and (or) state aid in the
17 following form is hereby approved:

18 The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only,
19 in accordance with the applicable state and federal laws, respectfully represents and states:

- 20 1. That the airport, which it is desired to develop, should generally conform to the requirements for a
21 general aviation type airport as defined by the Federal Aviation Administration.
- 22 2. The character, extent, and kind of improvements desired under the project are as follows: Taxiway
23 Extension from Taxiway A to Aviation Business Park; Taxiway P Extension; East General Aviation
24 Area Redevelopment; Construct Grass Taxiway to Runway 18/36; Construct Aviation Business Park
25 Ramp; Reconstruct or Rehabilitate and Widen Taxiway A; Reconstruct or Rehabilitate Taxiway
26 Lighting; Reconfigure, Reconstruct, or Rehabilitate Taxiway Connectors; Reconfigure Taxiways;
27 Construct West General Aviation Ramp, Construct New Aviation Business Center/Terminal and Raze
28 Airport Terminal Building and Adjacent West Wing Building; and any necessary related work.
- 29 3. That the airport project, which your petitioner desires to sponsor, is necessary for the following
30 reasons: to meet the existing and future needs of the airport.

31
32 **WHEREAS**, it is recognized that the improvements petitioned for as listed will be funded individually or
33 collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate
34 cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the
35 Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes
36 of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by
37 the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of
38 the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue
39 the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide
40 the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures
41 related to the project shall be paid by the sponsor; and

1 157-62017

2 **RESOLUTION: Authorize Lease Extension with US Cellular at Wittman Regional Airport**

3
4
5

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

6 **WHEREAS**, United States Cellular Operating Company LLC (US Cellular) entered into a ground lease
7 agreement with Winnebago County in May 2000 for the purpose of leasing property at Wittman Regional Airport for
8 the construction and operation of cell phone towers; and

9 **WHEREAS**, US Cellular desires to exercise the first extension of the initial ground lease agreement, which
10 will expire on May 14, 2020, by extending the terms of the lease agreement for five years with the adjusted rental
11 rates for the first and subsequent five-year renewal option periods; and

12 **WHEREAS**, pursuant to the terms of the lease agreement, US Cellular shall pay Winnebago County
13 \$1,135.00 per month for rent. There shall be a 10% increase in rent every five years, should the lease agreement be
14 subsequently extended; and

15 **WHEREAS**, the Aviation Committee has reviewed the attached ground lease agreement extension and
16 believes that its execution would be in the best interests of the citizens of Winnebago County.

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 authorizes the Winnebago County Executive and the Winnebago County Clerk to extend the ground lease
20 agreement between Winnebago County and United States Cellular Operating Company LLC for the purpose of
21 continuing cell phone tower operations on Wittman Regional Airport property.

22
23 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of said Ground
24 Lease is attached herewith and made a part of this Resolution by reference.

25
26 Respectfully submitted by:
27 **AVIATION COMMITTEE**

28 Committee Vote: **5-0**
29 Vote Required for Passage: **Majority of Those Present**

30
31 Approved by the Winnebago County Executive this ____ day of _____, 2017.

32
33 _____
34 Mark L Harris
35 Winnebago County Executive

1 158-62017

2 **RESOLUTION: Authorize Execution of an Airport Hangar Lease Agreement Between**
3 **Wittman Regional Airport and NewView Technologies Inc**
4

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

6 **WHEREAS**, NewView Technologies Inc desires to enter into an airport hangar lease agreement with
7 Winnebago County for a three (3) year period, commencing on July 1, 2017, for the rental of Hangar K819 at the
8 following rate:

- 9 First Year - \$853.30/month
- 10 Second Year - \$874.79/month
- 11 Third Year - \$896.93/month; and

12 **WHEREAS**, your undersigned Committee believes that said proposed lease agreement is fair and that
13 execution of said lease agreement would be in the best interests of Winnebago County.

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution of an airport hangar lease agreement between Wittman Regional Airport and NewView
17 Technologies Inc for a three (3) year term pursuant to those provisions as provided in the proposed lease agreement,
18 a copy of which may be obtained from the Airport Director or the Winnebago County Corporation Counsel.

19
20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the
21 Winnebago County Executive and the Winnebago County Clerk to execute said lease.

22
23 Respectfully submitted by:

24 **AVIATION COMMITTEE**

25 Committee Vote: **5-0**

26 Vote Required for Passage: **Majority of Those Present**

27

28 Approved by the Winnebago County Executive this ____ day of _____, 2017.

29

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32

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Creating a Nonpartisan Procedure for the Preparation of State Legislative**
3 **and Congressional Redistricting Plans**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, pursuant to Article IV, Section 3, of the Wisconsin State Constitution, the Wisconsin Legislature
8 is directed to reapportion State legislative districts according to the number of inhabitants at the session following the
9 decennial census; and

10 **WHEREAS**, because Wisconsin and federal legislative redistricting is controlled by the majority party at the
11 time of redistricting, legislative and congressional plans in Wisconsin have been subject to partisan influence that
12 puts the desires of politicians ahead of the electoral prerogative of the people; and

13 **WHEREAS**, a panel of Federal District court judges has ruled that the redistricting in Wisconsin that was
14 completed in 2011 was unconstitutional; and

15 **WHEREAS**, legal fees in the defense of the 2011 redistricting have already cost Wisconsin taxpayers in
16 excess of \$2.1 million and litigation is ongoing; and

17 **WHEREAS**, redistricting in Wisconsin to achieve partisan gains by any party is improper.

18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, prior to the
20 start of the next redistricting process following the 2020 Federal Census, it hereby calls upon the State Legislature to
21 pass legislation that creates a fair, nonpartisan procedure for the preparation of state legislative and congressional
22 redistricting plans; that promotes more accountability and transparency; and that prohibits the consideration of voting
23 patterns, party information, and incumbent residence or demographic information in the drawing of the district maps,
24 except as necessary to ensure minority participation as required by law.

25
26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby advocates for an
27 amendment to the Wisconsin Constitution giving responsibility of legislative redistricting to a nonpartisan committee.

28
29 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it directs the Winnebago
30 County Clerk to forward a copy of this Resolution to Governor Scott Walker, State Representative Gordon Hintz,
31 State Senator Dan Feyen, and the Wisconsin Counties Association.

32
33 Respectfully submitted by:
34 **JULIE GORDON, District 17**
35 **AARON WOJCIECHOWSKI, District 16**
36 **MIKE NORTON, District 20**

37 Vote Required for Passage: **Three-Fourths of Membership**

38
39 Approved by the Winnebago County Executive this ____ day of _____, 2017.

40
41
42 _____
43 Mark L Harris
Winnebago County Executive

1 160-62017

2 **RESOLUTION: Support Agreement Between Winnebago County and CGI**
3 **Communications Inc for Development of a Winnebago County Showcase**
4 **Video Program**

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

8 **WHEREAS**, it is in the best interests of Winnebago County to inform and showcase to the citizens of
9 Winnebago County all the activities, workings, and assets of Winnebago County government; and

10 **WHEREAS**, at last year's NACo Annual Convention in Long Beach, California, Supervisors Norton and
11 Lautenschlager attended a workshop and presentation presented by CGI Communications Inc (CGI), a company that
12 provides a cost-free Showcase Video Program to counties; and

13 **WHEREAS**, CGI is a proud partner of the Wisconsin Counties Association, as well as a premier corporate
14 partner of NACo; and

15 **WHEREAS**, Walworth, Dunn, Eau Claire, and Ozaukee Counties, among others, have partnered with CGI
16 and have implemented CGI's program on their respective Counties' websites; and

17 **WHEREAS**, Winnebago County Executive Mark Harris has talked to representatives from CGI about this
18 program and how it would work for Winnebago County.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 supports the implementation of the CGI Communications Inc's cost-free County Showcase Video Program by
22 Winnebago County, and urges the Winnebago County Executive to enter into an agreement to reserve a spot in CGI
23 Communications Inc's production queue for Winnebago County.

24
25 Respectfully submitted by:

26 **MICHAEL NORTON, District 20**

27 **LARRY LAUTENSCHLAGER, District 19**

28 Vote Required for Passage: **Majority of Those Present**

29

30 Approved by the Winnebago County Executive this ____ day of _____, 2017.

31

32

33

34

Mark L Harris
Winnebago County Executive

DATE

Dear Valued Business Owner:

Winnebago County is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our county offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology. As a county with 4G LTE coverage Winnebago County is a ready to embrace the mobile revolution, as residents are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official County website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the county's official website will back-link to CGI's www.elocallink.tv which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Winnebago County; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this county-wide program as it provides an exciting new opportunity to showcase your business as part of this official County program, and affords all business owners the opportunity to utilize the power of video on your own websites and social media pages.

A representative from CGI Communications will be contacting you to provide detailed information regarding their video products, mobile video apps, and other services to enhance your online presence.

Best Regards,

Signatory
Title

The 2017 County Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 653-7393 fax

Name: Mark Harris
Title: County Executive
Address: 415 Jackson Street PO Box 2808
City, State, Zip: Oshkosh, WI 54903
Phone: (920)232-3450
Email: mharris@co.winnebago.wi.us
Website: www.co.winnebago.wi.us

This agreement is between CGI Communications, Inc. ("CGI") and the County of Winnebago (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the www.co.winnebago.wi.us homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce 8 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, and four additional videos of your choice
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to County locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.co.winnebago.wi.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to County a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master County Video Program
- Assume all costs for the County Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the County website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

During the term of this Agreement, the County shall:

- Provide a letter of introduction for the program on County's letterhead
- Assist with the content and script for the County Video Program
- Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.co.winnebago.wi.us homepage within 10 business days of receipt of HTML source code
- Display the "County Video Program" link prominently on its www.co.winnebago.wi.us homepage, including any alternate versions of your homepage, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
- Agree that the county will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. County warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The County of Winnebago, WI

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: May 18th, 2017

Video Production

CGI highlights all aspects of your business with the distinct power of video. You know your business better than anyone, and we broadcast your message clearly and professionally. We work with you to determine the content and present your vision, translated into an engaging tool you can share online with your customers and clients-to-be!



1

WELCOME

Your project's producer will greet you, introduce themselves and schedule a time where the details can be discussed.



2

PRODUCTION MEETING

Your producer will call at the agreed upon time to explain each step in detail and ensure the final video includes everything that is important to you. You will also set a shoot date during this meeting, defining a clear deadline for the project.



3

SCRIPTING

A professional writer will review the information gathered during the production meeting and create a voiceover script that meets all the requirements. You will have final say over the script that is used.



4

STORYBOARD

Taking the foundation created by the writer, the producer will create the visual guide to your video, listing all people, props, and locations needed as well as the guide for filming the day of the shoot.



5

VIDEOGRAPHY

The videographer will arrive at the scheduled time and direct the shoot, filming all necessary scenes for your video. The footage will then be sent to your editor, which may take a week or two.



6

EDITING

The editor will follow the storyboard and place the best footage into a sequence with the recorded voiceover script to create your video for you to review.



7

APPROVAL

Once all changes you may have are made, your producer will ask for your final approval of the video.



8

ADD TO WEBSITE

After the video is approved, our web support specialist will ensure the video is embedded into any websites required to display the video.

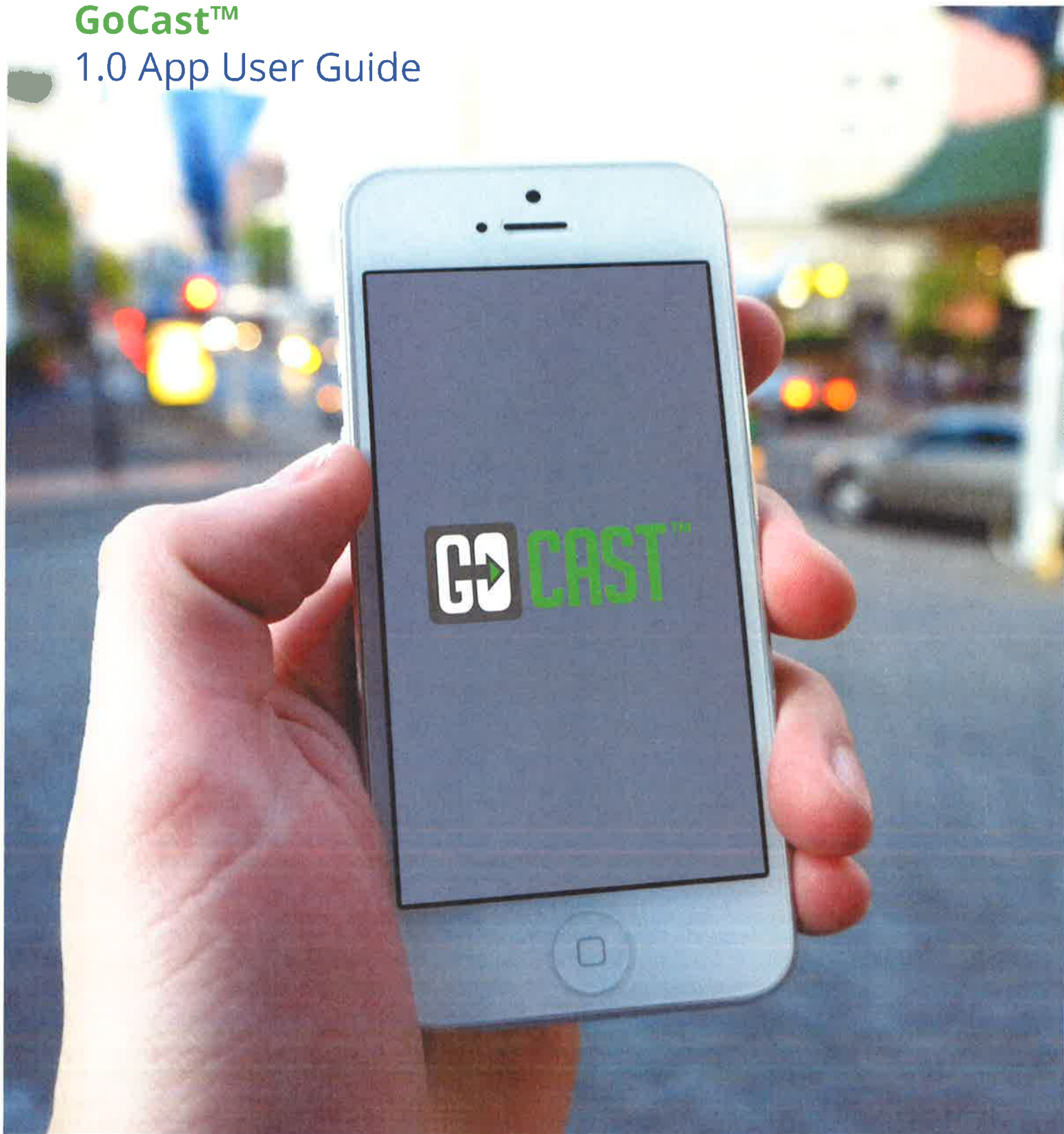


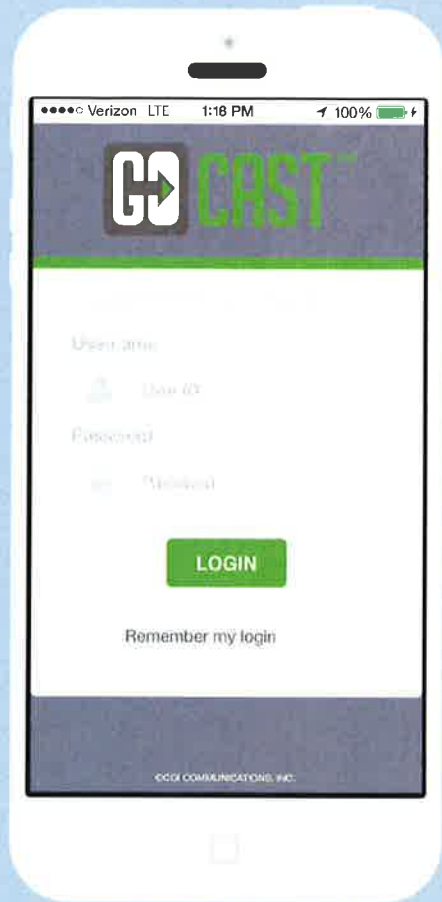
Frequently Asked Questions

- ◆ **Who is CGI Communications, Inc.?**
Formed in 1987, CGI Communications, Inc. is the leading provider of high-impact marketing solutions to counties nationwide. CGI is one of Upstate New York's top growth companies, receiving multiple Top 100 Awards in the Greater Rochester Area.
- ◆ **Are there any hidden costs?**
No, there is never a point where our county participants ever see an invoice for any services we provide.
- ◆ **What if no businesses sign up for sponsorship?**
Even if zero sponsors participate, your county will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.
- ◆ **How long is the production time line?**
The welcome video can be completed with in a few weeks. The entire video production is typically about 12 -14 weeks, but can vary depending on what time of year filming is preferred.
- ◆ **What is the relationship between CGI and the National Association of Counties?**
CGI is a proud Premier Corporate Member of NACo and provide a myriad of digital marketing tools to showcase and promote many NACo members. Our County Showcase Program is an opportunity that both members and non-members can participate in.
- ◆ **Who fulfills the sponsorship element of the County Video Program?**
CGI takes care of all sponsorship fulfillment, however if your county would like to recommend businesses to have first right of refusal, we encourage and welcome you to do so.
- ◆ **Do we have a choice of what season we are filmed in?**
Absolutely! It is our goal to film counties in the season you feel best represents your county as a whole. In addition if you have existing video content you would like us to incorporate, feel free to submit the content to us.
- ◆ **Do we need an official representative in our Welcome video?**
Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.
- ◆ **Does our county have a choice in what type of establishments can participate in the sponsorship fulfillment?**
Of course! Your county has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy for your records.
- ◆ **Is there a special rate for non-profit organizations that want to get involved?**
We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

GoCast™

1.0 App User Guide





GETTING STARTED

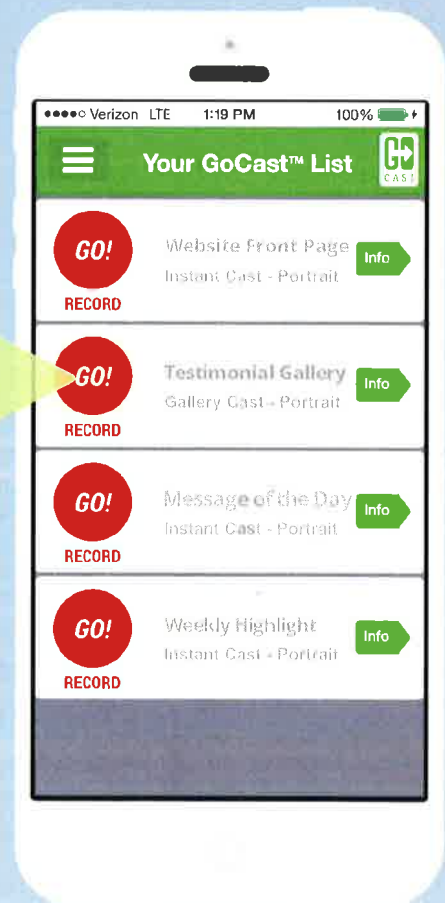
After installing the app from either the Google Play store or Apple App store, start the app and log in with the username and password provided to you.

You may tap the **Remember my login** button if you want the app to not ask your password each time. This is not recommended for any device not in your possession at all times.

YOUR GoCast™ LIST

You may have one or more Casts displayed on the main screen. If you have more than four separate Casts you can scroll the list up and down to see all of them. The Cast name is for your reference only, and is not displayed on your website.

To record a new Cast, click on the GO! button to the left of the Cast name.





RECORDING A GoCast™

When the camera starts up, click the red button to begin recording. Your video can be up to two minutes if you are connected to a WiFi network; one minute if you are on a cellular data connection.

Retake

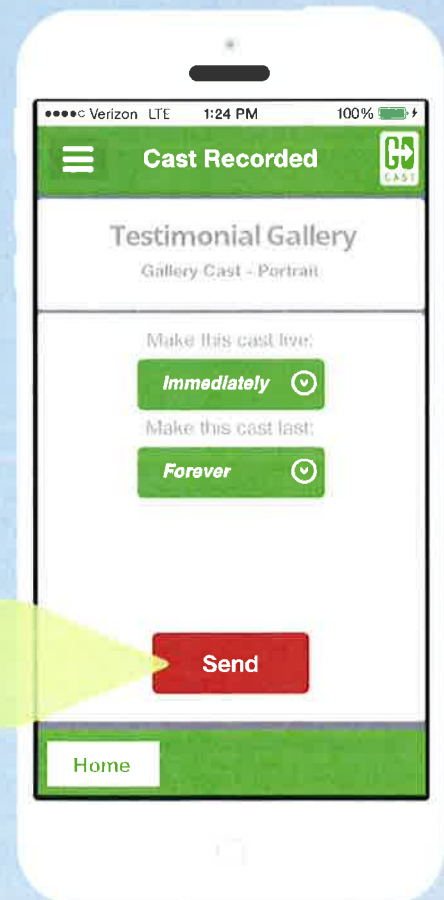


Use Video

You can watch and retake the video as many times as you wish. When satisfied, click the *Use Video* button.

UPLOADING YOUR CAST

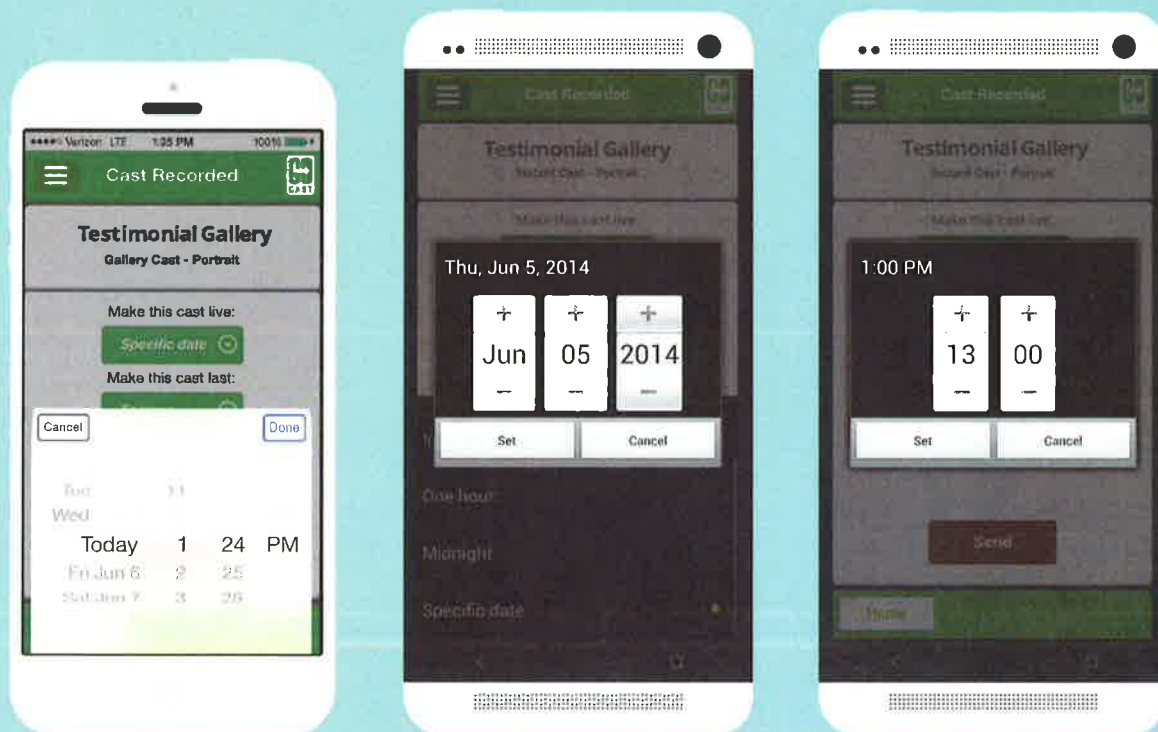
After recording, you will click the red *Send* button. The default settings are to make your cast live *Immediately*, and have it last *Forever* (or until you record a new one to replace it).



TIMING YOUR CASTS

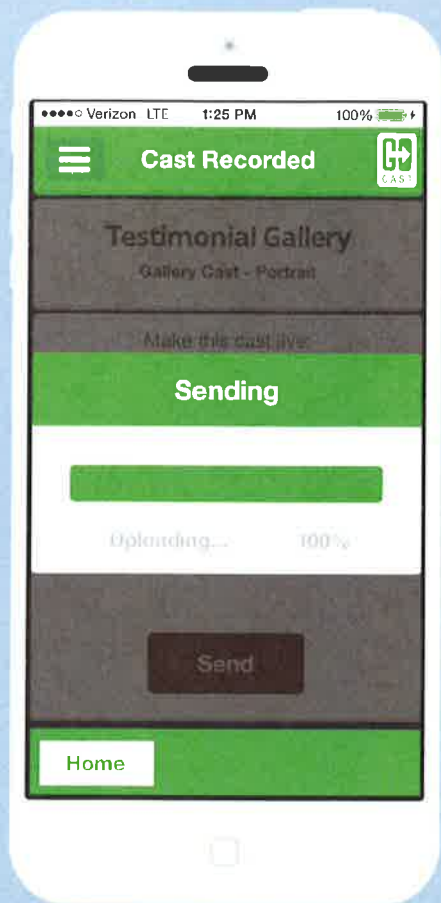
There may be times you want the Cast to go live in an hour or at midnight instead of immediately. Clicking on the **Immediately** drop down will give you these options. You can also choose a specific date and time for the GoCast to go live.

You can also adjust the length of time your Cast lives by clicking on the **Forever** drop down menu. For example, a restaurant owner may want to record a specials of the day Cast, and have it go live at midnight, and last for 12 hours.



A chamber or association director may wish to record a "This Week's Events" Cast and have it go live Monday morning at 9:00 AM and expire Saturday at 10:00 PM.

Use this useful feature to ensure you never have outdated information on your site.



FINISHING YOUR CAST

With your start and end times set, or using the defaults, clicking the **Send** button delivers your cast to our system in the cloud, and we take it from there.

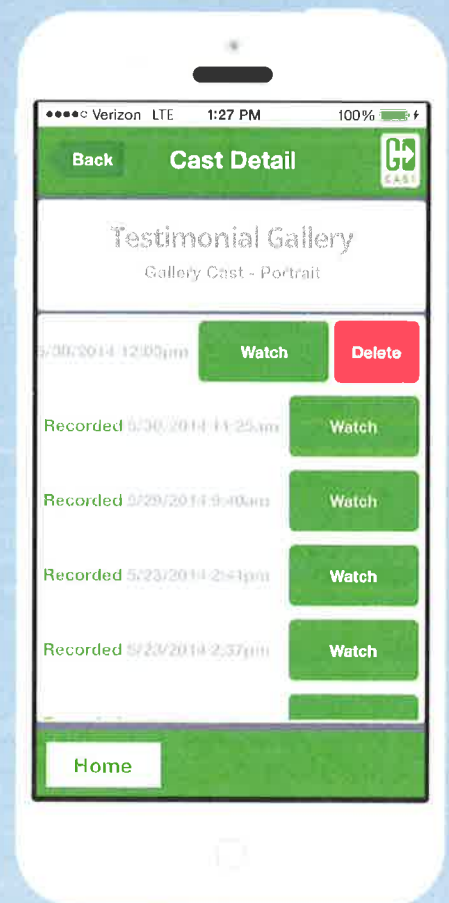


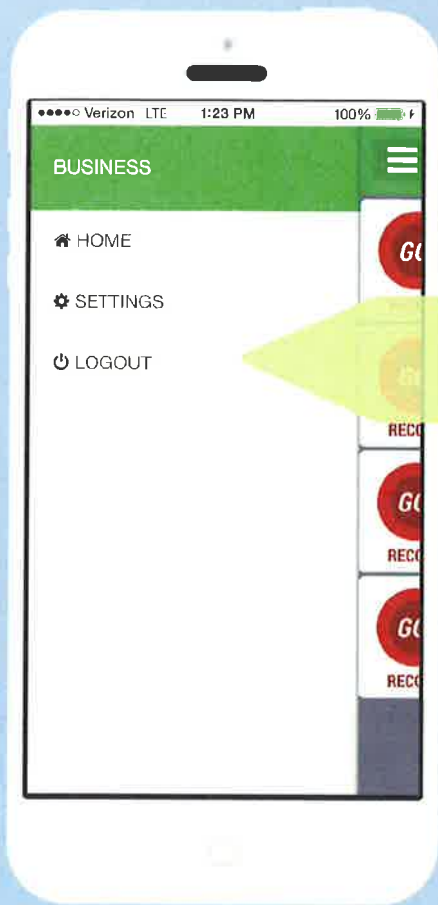
VIEWING CAST INFO

Clicking the **Info** button on the main screen list of your Casts will let you view that current live Cast, and the time it was recorded. If you wish to delete a specific recording, slide to the left to reveal the **Delete** button. This will remove the recording permanently.

With a standard GoCast there will only be one recorded cast to view. You can also just record a new one over it instead of deleting.

If your package includes a GalleryCast, with a scrolling list of stored recordings (shown), you can view and delete them individually.





LOGGING OUT

For security reasons, if someone else could have access to your device and you have chosen to save the login information with the *Remember my login* switch, it is recommended that you click the upper left Menu Icon, and choose **LOGOUT** to logout of the app and erase your saved password.

AUTHENTICATING YOUR CAST

To prevent accidental or unauthorized recordings going live to your site, we recommend you keep the default security procedure of email authentication in place for each Cast. Once recorded, an authorization email will be sent to the email address on file and the Cast will not go live until the link in that email is clicked. If necessary, you can ask your account rep to disable this security feature for specific Casts.





2 **RESOLUTION: Advocate Against the Use and Practice of Conversion Therapy to Minors**
3 **Within Winnebago County**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the Human Rights Campaign has rated Oshkosh a 13 out of 100 in its 2016 Municipal Equality
8 Index, which examines how inclusive state, county, and city laws, policies, and services are of the LGBTQ individuals
9 who reside and work in Winnebago County; and

10 **WHEREAS**, conversion therapy is an archaic and immoral practice that is detrimental to the mental,
11 emotional, and physical well being of LGBTQ individuals; and

12 **WHEREAS**, "conversion therapy" means any practice that seeks to change an individual's gender
13 expression, gender identity, or sexual orientation, including efforts to change behaviors or to eliminate or reduce
14 sexual or romantic attractions or feelings towards individuals of the same sex; and

15 **WHEREAS**, "conversion therapy" does not include counseling or therapy that provides acceptance, support,
16 and understanding of the individual or the facilitation of an individual's coping, social support, and identity exploration
17 and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe
18 sexual practices, or counseling for an individual seeking to transition from one gender to another.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Winnebago
21 County advocates against the use of conversion therapy practices with an individual who is under 18 years of age in
22 Winnebago County.

23
24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it supports the
25 implementation of a ban against the use of conversion therapy with individuals under the age of 18 pursuant to
26 amendments to State Statutes and Wisconsin Administrative Code rules.

27
28 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it directs the Winnebago
29 County Clerk to forward a copy of this Resolution to the Office of Governor Scott Walker, to all legislators
30 representing constituents within Winnebago County, and to the Wisconsin Counties Association.

31
32 Respectfully submitted by:
33 **AARON WOJCIECHOWSKI, District 16**
34 **JULIE GORDON, District 17**

35 Vote Required for Passage: **Three-Quarters of Membership**

36
37 Approved by the Winnebago County Executive this ____ day of _____, 2017.

38
39 _____
40 Mark L Harris
41 Winnebago County Executive

1 162-62017

2 **RESOLUTION: Encourage Affirmative Action Commission and Personnel and Finance**
3 **Committee to Include “Gender Identity” in the Current and/or Next**
4 **Winnebago County Affirmative Action Plan**

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

8 **WHEREAS**, The Affirmative Action Plan is “a working document which sets forth steps to be taken in
9 implementing the Equal Employment Opportunity policies of Winnebago County”; and

10 **WHEREAS**, this document also proclaims Winnebago County’s goal of “ensuring a safe workplace that is
11 free from unlawful harassment or other discrimination”; and

12 **WHEREAS**, the Affirmative Action Plan does not include “Gender Identity” in its non-discrimination list; and

13 **WHEREAS**, “Gender Identity” is defined as “a person’s perception of having a particular gender, which may
14 or may not correspond with his or her birth sex”; and

15 **WHEREAS**, gender identity discrimination in the workplace occurs when an employer discriminates against
16 an employee because of his or her gender identity; and

17 **WHEREAS**, discrimination can include terminating a transgender employee after the employer discovers the
18 employee’s gender identity or planned transition; denying a transgender employee access to workplace restroom
19 facilities available to other employees; requiring a transgender employee to use a restroom not consistent with the
20 employee’s gender identity or presentation; harassing a transgender employee; permitting and/or refusing to
21 investigate claims of harassment by coworkers and supervisors; and/or any other negative employment action taken
22 because of an employee’s gender identity; and

23 **WHEREAS**, discrimination based on gender identity is not specifically prohibited under federal or state law at
24 this time.

25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
26 encourages the Affirmative Action Commission and Personnel & Finance Committee to include “Gender
27 Identity” in the Winnebago County Affirmative Action Plan.

29 Respectfully submitted by:
30 **AARON WOJCIECHOWSKI, District 16**
31 **JULIE GORDON, District 17**

33 Vote Required for Passage: **Majority of Those Present**

35 Approved by the Winnebago County Executive this ____ day of _____, 2017.

37 _____
38 Mark L Harris
39 Winnebago County Executive

1 163-62017

2 **RESOLUTION: Authorize Payment of Excess Committee Days (April 1, 2016, through**
3 **March 31, 2017)**
4

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

6 **WHEREAS**, § 59.13(2)(b), Wis Stats, allows that in counties with a population of 25,000 persons or more,
7 the Board of Supervisors may, by a two-thirds vote of the members present, increase the number of days for
8 compensation and mileage that may be paid in any year and fix the compensation for each additional day; and

9 **WHEREAS**, your undersigned Committee recommends that a per diem payment be made for those
10 committee members who have committee days in excess of 30 days for the period between April 1, 2016, through
11 March 31, 2017.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
13 approves a per diem compensation for persons serving on committees for more than 30 days as is shown in the
14 attached report, which is hereby made a part of this Resolution, for the period of April 1, 2016, through
15 March 31, 2017.
16

17 Respectfully submitted by:

18 **PERSONNEL AND FINANCE COMMITTEE**
19

20 Committee Vote: **4-0**

21 Vote Required for Passage: **Two-Thirds of Those Present**
22

23 Approved by the Winnebago County Executive this ____ day of _____, 2017.
24

25 _____
26 Mark L Harris
27 Winnebago County Executive

**YEAR END REPORT FOR ASSIGNED COMMITTEE DAYS IN EXCESS
OF 30: APRIL 1, 2016 - MARCH 31, 2017**

BOARD MEMBERS	COMMITTEE MEETINGS		TOTAL ASSIGNED COMMITTEE DAYS	TOTAL EXCESS DAYS
	Whole Day	Half Day		
	Assigned	Assigned	WHOLE DAYS	
ALBRECHT	6	50	31	1
BARKER	1	20	11	0
BINDER	1	13	7.5	0
BLANK	0	1	0.5	0
BROOKS	0	12	6	0
EGAN	0	61	30.5	0.5
EGNER	0	2	1	0
EISEN	0	43	21.5	0
ELLIS	0	35	17.5	0
FARREY	1	33	17.5	0
FINCH	4	35	21.5	0
GABERT	1	50	26	0
GORDON	0	8	4	0
HARPT	0	0	0	0
HEGG	0	25	12.5	0
KELLER	5	41	25.5	0
KONETZKE	1	27	14.5	0
KRIESCHER	0	36	18	0
LAUTENSCHLAGER	1	61	31.5	1.5
LOCKE	4	56	32	2
LONG	0	14	7	0
NORTON	7	60	37	7
OLSON	1	23	12.5	0
POWERS	0	7	3.5	0
RAMOS	0	0	0	0
RASMUSSEN	1	32	17	0
ROBL	5	42	26	0
ROH	0	40	20	0
SCHERCK	1	36	19	0
SINGSTOCK	4	58	33	3
SMITH	0	35	17	0
SNIDER	13	27	26.5	0
THOMPSON	0	34	17.5	0
WARNKE	9	56	37	7
WINGREN	0	46	23	0
WOJCIECHOWSKI	0	8	4	0
YOUNGQUIST	0	15	7.5	0
TOTAL	66	1142	637	22

2 **RESOLUTION: Request Sheriff to Read Declaration of Independence on Courthouse**
3 **Steps on July 4, 2017**

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

5 **WHEREAS**, the Continental Congress, by a Declaration of Independence, dated July 4, 1776, clearly
6 declared the inhabitants of New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey,
7 Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina and Georgia, were no longer colonial
8 subjects to be exploited arbitrarily by servants of the King and Parliament of Great Britain, but now were free citizens
9 of their own territories, and that free citizens should constitute the governments for those territories; and

10 **WHEREAS**, the Continental Congress provided that same day, by orders of their House, that their Declaration
11 should be proclaimed aloud and published to the free citizens of the territories represented in their Congress; and

12 **WHEREAS**, the notification of the Declaration to responsible citizens was then done by sheriffs who proclaimed
13 it at the courthouse steps, by clergymen who read it from their pulpits, and by printers who printed it in their gazettes;
14 and

15 **WHEREAS**, the Continental Congress thus initiated a process that has created the Constitutions and state
16 governments of our Union including the Constitution and government of the State of Wisconsin.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 requests Sheriff John Matz to read the Declaration of Independence from the steps of the Courthouse at 8:00 a.m. on
19 the morning of July 4, 2017, as this was the custom in the early history of our country.

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that we ask Sheriff John Matz
21 to read the document without further comment or speech. This event is intended for those present to hear the words
22 of the Declaration as we begin to celebrate our Day of Independence.

23

24 Respectfully submitted by:

25 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

26 Committee Vote: _____

27 Vote Required for Passage: **Majority of Those Present**

28

29 Approved by the Winnebago County Executive this _____ day of _____, 2012.

30

31

32

33

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Authorize Winnebago County to Grant to Wisconsin Public Service**
3 **Corporation a Permanent Easement on a Parcel of Land Located at the**
4 **Site of the Winnebago County Sheriff’s Department for the Purpose of**
5 **Installing, Maintaining, and Replacing any Necessary Under and Above**
6 **Ground Telecommunication and Other Appurtenant Equipment**
7

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

9 **WHEREAS**, as part of the effort to remain current with technological advancements in telecommunication
10 services within Winnebago County, the Wisconsin Public Service Corporation, Real Estate Department (WPS)
11 continues to maintain, repair, and/or replace and extend underground and aboveground utility and electrical/power
12 and appurtenant equipment as deemed necessary to transmit electric energy, signals, television, and
13 telecommunication services; and

14 **WHEREAS**, specifically, WPS is seeking an easement allowing them to enter on and across Winnebago
15 County property located at the Winnebago County Sheriff’s Department facilities; and

16 **WHEREAS**, WPS agrees that no structures will be erected in the easement area and to restore the
17 easement area to the condition existing prior to the granting of the easement by Winnebago County; and

18 **WHEREAS**, WPS has requested that Winnebago County agree to convey to WPS the easement area as
19 described in the attached document (Document Number 25993).

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 agrees to convey the parcel of land described in the attached Document Number 25993 to the Wisconsin Public
22 Service Corporation via Document Number 25993 to be signed by the appropriate Winnebago County officials and
23 recorded in the Office of the Register of Deeds.
24

25 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that Document Number
26 25993, attached hereto, shall be made a part of this Resolution herein by reference.

27
28 Respectfully submitted by:

29 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

30 Committee Vote: _____

31 Vote Required for Passage: **Majority of Those Present**

32
33 Approved by the Winnebago County Executive this _____ day of _____, 2017.

34
35 _____
36 Mark L Harris
37 Winnebago County Executive

ELECTRIC UNDERGROUND EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, by and between **WINNEBAGO COUNTY**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the North One-Half of the Northeast Quarter (N-1/2-NE1/4) and of the North One-Half of the North One-Half of the South One-Half of the Northeast Quarter (N1/2-N1/2-S1/2-NE1/4) all in Section 35, Township 19 North, Range 16 East, City of Oshkosh, County of Winnebago, State of Wisconsin, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
91268500000

1. Purpose: ELECTRIC UNDERGROUND

The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Rest of page intentionally left blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

WINNEBAGO COUNTY

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

WINNEBAGO COUNTY, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by: Brenen Burningham
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 9, 2017	Winnebago	City of Oshkosh	4311 Jackson St	91268500000
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
25993	040 Oshkosh	2458191	ECA Electric Commercial App	Electric Systems-Non Flat Rate Underground

EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**

POINT OF TERMINATION

12 FOOT WIDE EASEMENT

12 FOOT WIDE EASEMENT

12 FOOT WIDE EASEMENT

POINT OF BEGINNING

NORTH

****Temporary Exhibit will be sent for approval at a later date****
****Final Exhibit will be sent for approval at a later date****

