

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 21, 2017**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, November 21, 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.***

- Resolutions from Other Counties:
 - Door County – Resolution No. 2017-68: In Opposition to the Proposed SB 395 and AB 499 Relating to the Regulation of Nonferrous Metallic Mining
 - Outagamie County – Resolution No. 76—2017-18 regarding proposed legislation which ratifies and enters Wisconsin into the Enhanced Nurse Licensure Compact
 - Outagamie County – Resolution No. 77—2017-18 regarding opposition to any mining project that doesn't have sufficient safeguards to mitigate potential negative impacts on natural resources, public health, cultural heritage and the economy of Wisconsin.
 - Portage County – Resolution No. 177-2016-2018: Re: Sense of the Board; Opposing the Passage of 2017 Senate Bill 54 and 2017 Assembly Bill 94
 - Trempealeau County – Resolution Number: 2017-10-08: Opposition to Section 7 of SB 387/AB479
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the October 17, 2017 County Board meeting
- County Executive's Report
- County Executive's Appointment:
 - Menasha Library Board – Cynthia Witt, 1582 Eugene Street, Menasha
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

- Report No. 001 – LBF Investments, LLC, Town of Omro; tax parcel no. 016-0687
Amendatory Ordinance No. 11/01/17 – Rezoning from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture
- Report No. 002 – AF Group, LLC, Town of Algoma; tax parcel no. 002-0028-19(p)
Amendatory Ordinance No. 11/02/17 – Rezoning from R-1/A-2 Rural Residential/General Agriculture to R-2/R-1/A-2 Suburban Low Density Residential/Rural Residential/General Agriculture
- Report No. 003 – Harrison Sturgis, Jr. Living Trust, Harrison Sturgis, Jr., Trustee and Lisa A. Sturgis, Trustee, Town of Neenah;
tax parcel no. 010-0199(p)
Amendatory Ordinance No. 11/03/17 – Rezoning from A-2 General Agriculture to R-2 Suburban Low Density Residential

RESOLUTIONS AND ORDINANCES

- RESOLUTION NO. 209-112017: Disallow Claim of John A. Kurth
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 210-112017: Authorize Execution of Sunnyview Exposition Center Ground Lease with Life Promotions, Inc.
Submitted by:
PARKS AND RECREATION COMMITTEE

- RESOLUTION NO. 211-112017: Authorize Execution of Sunnyview Exposition Center Rental Agreement Between Winnebago County and Life Promotions, Inc.
Submitted by:
PARKS AND RECREATION COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
- ORDINANCE NO. 212-112017: 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. 213-112017: Grant City of Oshkosh a Construction and Maintenance Easement for Bus Shelter-Courthouse Campus
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
- RESOLUTION NO. 214-112017: Authorize Electric Underground Easement Between Winnebago County and Wisconsin Public Service Corporation
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
- ORDINANCE NO. 215-112017: Amend Section 1.12(7)(a) of the General Code of Winnebago County
Submitted by:
HAROLD SINGSTOCK, DISTRICT 23
- RESOLUTION NO. 216-112017: Support Preservation of Tax Deduction for State and Local Taxes on Federal Income Tax Returns
Submitted by:
LEGISLATIVE COMMITTEE
- RESOLUTION NO. 217-112017: Support Assembly Bill 409: Marijuana Possession Penalties
Submitted by:
LEGISLATIVE COMMITTEE
- RESOLUTION NO. 218-112017: Oppose Senate Bill 54: Probation Revocation
Submitted by:
LEGISLATIVE COMMITTEE
- RESOLUTION NO. 219-112017: Oppose Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 Relating to Vehicle Registration Fees
Submitted by:
LEGISLATIVE COMMITTEE
- RESOLUTION NO. 220-112017: Authorize the Hiring of Boldt Technical Services to Perform the Architectural Engineering Work Related to the Capital Project to Design the Winnebago County Community Based Residential Facility
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**

**Adjourned Session
October 17, 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**

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, OCTOBER 17, 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, Brunn, Eisen, Powell, Roh, Smith, Long, Scherck, Albrecht, Gabert, Binder, Thompson, Wojciechowski, Gordon, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Kriescher. Excused: Harpt, Ramos, Wingren and Snider. There is one vacancy on the Board.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to adopt the agenda with one amendment, Resolution No. 207-102017 will be brought forward before Resolution No. 200-102017. CARRIED BY VOICE VOTE.

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS AND PETITIONS

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

- Thank you note from Rylee Mory for the 2017 Winnebago County Scholarship she received. She will be studying mechanical engineering at St. Thomas University.
- Notices of Claim:
 - Notice of Claim from John A. Kurth for damage to his mailbox caused by a County Highway Department vehicle was referred to the Personnel and Finance Committee.
- Resolutions from Other Counties:
 - Monroe County – Resolution No. 08-17-08, “Resolution requesting a nonpartisan procedure for the preparation of Legislative and Congressional Redistricting Plans” was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 46—2017-18, “. . .oppose any Legislation that automatically revokes a person’s probation if that person is charged with a crime” was referred to the Legislative Committee.
 - Sauk County – Resolution No. 86-2017, “Resolution to Create a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans” was referred to the Legislative Committee.
 - Trempealeau County – Resolution # 2017-09-03, “Creating a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans” was referred to the Legislative Committee.
 - Vernon County – Resolution #2017-30, “Fair Maps – Redistricting Resolution” was referred to the Legislative Committee
- Petitions for Zoning Amendments:
 - No. 001 – A zoning request from Lee Bartelt, Town of Omro, for tax parcel no. 016-0687 to change from R-1 to A-2 General Ag and Single Family Residential was referred to the Planning and Zoning Committee.
 - No. 002 – A zoning request from Craig Jones, AF Group, Town of Algoma, for tax parcel no. 002-0028-19(P) to change from A2/R-1 to R2 for a single family residence was referred to the Planning and Zoning Committee.
 - No. 003 – A zoning request from Harrison Sturgis, Jr., Town of Neenah, for tax parcel no. 010-0199(P) to change from A2 to R-2 for additional lawn was referred to the Planning and Zoning Committee.
 - No. 004 – A zoning request from Douglas and Linda Miller, Town of Nekimi, for tax parcel nos. 012-0524(P); 012-0526; 012-0527(P); 012-0527-02(P); 012-0529 and 012-0530(P) to change from R-1 to A-2 for hobby farming was referred to the Planning and Zoning Committee.
 - No. 005 – A zoning request from David J. Juedes, Town of Nekimi, for tax parcel no. 012-0573 to change from Farm Preservation to A-2 for personal residence, dog boarding business and general agriculture was referred to the Planning and Zoning Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Farrey reported on an organizational meeting held in Fond du Lac regarding the tri-county agreement for the Land and Water Conservation Committee. This meeting will be to elect officers and discuss the rules of operation. Supervisor Farrey will keep the board posted as things move forward.

Supervisor Egan reported that there will be a Legislative Committee meeting on October 23, 2017 at 8:30 a.m. at the James P. Coughlin building. The agenda and supporting resolutions were placed on the Committee members’ desks.

Supervisor Norton reported on his attendance to the WCA Annual Conference in Wisconsin Dells. He was impressed with the presentation from the Atty. Andrew Phillips, regarding the opiate problem in the State. He hopes to bring a resolution to the entire board regarding this problem.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to approve the proceedings from the September 5 and 19, 2017 county board meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Mark Harris spoke in support of the following resolutions:

- Resolution No. 207-102017 – “Award the Sale of \$9,860,000 General Obligation Promissory Notes”
- Resolution No. 206-102017 – “Appropriate an Additional \$150,000 to the “Payout Wages” Account of the Miscellaneous Unclassified Cost Center to Cover the Overage and Additional Cost of Sick Leave Payouts Through the End of 2017 with Funds to be Transferred from the General Fund Undesignated Fund Balance Account”

COUNTY EXECUTIVE'S APPOINTMENTS

Property Assessed Clean Energy (PACE) Commission

Executive Harris asked for the Board's approval of his appointment of Mark L. Harris, to the Property Assessed Clean Energy (PACE) Commission.

Motion by Supervisor Ellis and seconded by Supervisor Konetzke to approve. CARRIED BY VOICE VOTE.
NAYES: 2 – Hegg and Albrecht.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Albrecht reported that Supervisors' Ramos, Harpt, Wingren and Snider are excused from this evening's meeting.

Chairman Albrecht reported that District 15 Supervisor's position has been filled.

COUNTY BOARD CHAIRMAN'S APPOINTMENTS

SUPERVISOR DISTRICT NO. 15

Chairman Albrecht asked for the Board's approval of his appointment of Vicki Schorse, 1224 Algoma Boulevard, Oshkosh, to Supervisor District 15. Ms. Schorse will complete the unexpired term of Kenn Olson, who resigned from the Board. Ms. Schorse's term will begin immediately and end on April 17, 2018.

Motion by Supervisor Ellis and seconded by Supervisor Konetzke to approve. CARRIED BY VOICE VOTE.

FOXCOMM FISCAL ADVISORY BOARD

Chairman Albrecht asked for the Board's approval of his appointment of Supervisor Michael Brunn, District 2, to the FoxComm Fiscal Advisory Board. Supervisor Brunn will replace Kenn Olson who has resigned from the County Board of Supervisors.

Motion by Supervisor Robl and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.

AVIATION COMMITTEE

Chairman Albrecht asked for the Board's approval of his appointment of Supervisor George Scherck, District 10, to the Aviation Committee. Supervisor Scherck will replace Kenn Olson who has resigned from the County Board of Supervisors.

Motion by Supervisor Brooks and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.
NAYES: 1 - Hegg

INFORMATION SYSTEMS COMMITTEE

Chairman Albrecht asked for the Board's approval of his appointment of Supervisor Michael Brunn, District 2, to the Information Systems Committee. Supervisor Brunn will replace Kenn Olson who has resigned from the County Board of Supervisors.

Motion by Supervisor Ellis and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

PRESENTATION OF 4-H KEY AWARD COMMENDATION TO ANNA CHAPIN AND KELSEY POTRATZ

Jodi Bezio, Interim 4-H Youth Development Educator; and Sarah Thompson, 4-H Youth and Science Educator; presented Anna Chapin and Kelsey Potratz with the Wisconsin Key Award. They informed the board of the many accomplishments and experiences that both girls have achieved while in 4-H.

Ms. Bezio and Ms. Thompson explained that this is the highest award that a 4-H member can achieve and what is required of the members to achieve this award. The Key Award has been sponsored by Wisconsin Farm Bureau and Rural Mutual Insurance for over twenty five years.

ZONING REPORTS & ORDINANCES

Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Alison Thompson, Town of Nekimi; to change from A-2 General Agriculture to A-2 General Agriculture for tax parcel no. 012-0450.

Motion by Supervisor Keller and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 10/01/17 – A requested zoning change from A-2 General Agriculture to A-2 General Agriculture for tax parcel no. 012-0450. Motion by Supervisor Keller and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 23, 2017)

Report No. 002 – A report from the Planning and Zoning Committee regarding a requested zoning change from Jeffrey and Laura Eagloski, Town of Wolf River; to change from A-2 General Agriculture, "Wetlands" to A-2 General Agriculture "Non-Wetlands" for tax parcel no. 032-0542-02-02. Motion by Supervisor Kriescher and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 10/02/17 – A requested zoning change from A-2 General Agriculture with "Wetlands" to A-2 General Agriculture "without Wetlands" for tax parcel no. 032-0542-02-02. Motion by Supervisor Kriescher and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

Amendatory Ordinance No. 003 – A requested zoning change from the Town of Clayton on behalf of Jeffrey & Joan Gosz, to rezone from R-3 Two Family Residential to A-2 General Agriculture District for tax parcel no. 006-0520-02. Motion by Supervisor Farrey and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

Amendatory Ordinance No. 004 – A requested zoning change from the Town of Clayton on behalf of Delores Rubbert to rezone from A-1 Agribusiness District to A-2 General Agriculture District for tax parcel no. 006-0464-02. Motion by Supervisor Farrey and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

Amendatory Ordinance No. 005 – A requested zoning change from the Town of Vinland on behalf of Ron Jankowski to rezone from B-3 General Business District to M-2 Heavy Industrial District for tax parcel no. 026-0490-05-04. Motion by Supervisor Farrey and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

Amendatory Ordinance No. 006 – A requested zoning change from the Town of Winneconne on behalf of DNN Investments to rezone from A-2 General Farming District to R-1 Residential District for tax parcel no. 030-0105-01-01. Motion by Supervisor Kriescher and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

Amendatory Ordinance No. 007 – A requested zoning change from the Town of Winneconne on behalf of Ultimate Properties LLC to rezone from A-2 General Farming District to R-1/A-1 Residential District for tax parcel nos. 030-0083 and 030-0083-02. Motion by Supervisor Kriescher and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 24, 2017)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 207-102017: RESOLUTION AWARDING THE SALE OF \$9,860,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, on September 19, 2017, the County Board of Supervisors of Winnebago County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the "Authorizing Resolution") authorizing the issuance and providing for the sale of general obligation promissory notes (the "Notes") in an amount not to exceed \$9,860,000 for the purpose of paying the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures and equipment (collectively, the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the County Board of Supervisors has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes to pay costs of the Project;

WHEREAS, Baird, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 17, 2017;

WHEREAS, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. Baird has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the County and Baird in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of NINE MILLION EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$9,860,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by the County Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$9,860,000; shall be dated November 7, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the Issuer, on April 1, 2024 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Issuer, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2017 through 2026 for payments due in the years 2018 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated November 7, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and; at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted

Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County; charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded October 17, 2017.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. Vote on Resolution: AYES: 31; NAYES: 0; ABSTAIN: 0; ABSENT: 5 – Harpt, Ramos, Wingren, Snider and Schorse. CARRIED.

RESOLUTION NO. 200-102017: Commendation for Heidi Turner

WHEREAS, Heidi Turner has been employed with the Winnebago County Child Support Agency for the past thirty-two (32) years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Heidi Turner 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 Heidi Turner 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 Heidi Turner.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 201-102017: Disallow Claim of Trevor Krueger and Beth Krueger

WHEREAS, your Personnel and Finance Committee has had the claim of Trevor Krueger and Beth Krueger 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 Trevor Krueger and Beth Krueger, filed with the County Clerk on August 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. 202-102017: Disallow Claim of Jon Treleven and Kirby Treleven

WHEREAS, your Personnel and Finance Committee has had the claim of Jon Treleven and Kirby Treleven 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 Jon Treleven and Kirby Treleven, filed with the County Clerk on August 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. 203-102017: Authorize Execution of a Five (5)-Year Use Agreement between Winnebago County and Winnebagoland BMX, Inc.

WHEREAS, Winnebagoland BMX Inc desires to enter into a five (5)-year facility use agreement for property located on the exposition center grounds and recognized as the BMX track and clubhouse; and

WHEREAS, for more than thirty-two (32) years Winnebagoland BMX Inc has been a tenant in good standing with Winnebago County and over time has managed to greatly improve the quality and value of the facilities its utilizes while drawing very little material or financial support from Winnebago County; and

WHEREAS, Winnebagoland BMX Inc performs a tremendous service to the community by providing quality BMX biking opportunities to the youth of Winnebago County; and

WHEREAS, Winnebagoland BMX Inc plays a significant role in attracting visitors to the area through an ambitious schedule of BMX competitions and events, drawing interest from parties across the state and throughout the upper mid-west; and

WHEREAS, it is in the best interests of Winnebago County to help accommodate the long-range scheduling of said events by allowing Winnebagoland BMX Inc to secure essential programming agreements well ahead of time with various state, regional, and national sanctioning bodies.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a five (5)-year use agreement with Winnebagoland BMX Inc so that the organization may continue to promote the wide-ranging physical and social benefits made available to area youth through BMX program activities

BE IT FURTHER RESOLVED that any individual wishing to review this agreement may do so by contacting either the Winnebago County Parks and Recreation Department or the Winnebago County Office of Corporation Counsel.

Submitted by:
PARKS AND RECREATION COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Norton to adopt. CARRIED BY VOICE VOTE.
NAYES: 1 – Gabert.

ORDINANCE NO. 204-102017: Amend Section 7.02 of the General Code of Winnebago County (Speed Limits on County Trunk Highways)

WHEREAS, the Winnebago County Board of Supervisors, pursuant to the authority vested upon it by the State of Wisconsin, may lower the speed limits on county trunk highways to speeds below 55 miles per hour, when the lowering of such speed limits is deemed to be in the best interests of the safety of the general public; and

WHEREAS, the Winnebago County Highway Committee believes that it would be in the best interests of drivers and pedestrians in Winnebago County to lower the speed limit on County Trunk Highway N in the Towns of Nekimi and Utica, from 55 mph to 45 mph, from its intersection with State Highway 26, westward to its intersection with State Highway 44.

NOW, THEREFORE, BE IT ORDAINED by the Winnebago County Board of Supervisors as follows:
That the following Subsections of Section 7.02 of the General Code of Winnebago County be amended as follows:

(a) That Subsections (14) – (19) are hereby renumbered chronologically to Subsections (15) – (20).

(b) That Subsection (14) is hereby amended to read as follows:

(14) COUNTY TRUNK HIGHWAY "N".

(a) Towns of Nekimi and Utica

1. 45 miles per hour from its intersection with USH 26 westerly to its intersection with USH 44.

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that this Ordinance shall take effect upon the latter of this Ordinance being published or this new speed limit being posted.

Submitted by:
HIGHWAY COMMITTEE

Motion by Supervisor Robl and seconded by Supervisor Farrey to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 205-102017: Authorize the Winnebago County Sheriff's Department to Enter into a Ten (10)-Year Contract With Motorola Solutions Inc to Provide Software and Equipment Support for the County-Wide P1 Computer Aided Dispatch and Law Records Management System

WHEREAS, the Winnebago County Sheriff's Department provides a county-wide Computer Aided Dispatch and Law Records Management System for all law enforcement, fire, and emergency medical services within Winnebago County; and

WHEREAS, the current maintenance and support agreement with Motorola Solutions Inc provided through FoxComm will terminate with the dissolution of FoxComm in or around June 2018; and

WHEREAS, the P1 Computer Aided Dispatch and Law Records Management System is necessary to provide first responders with dispatch and records management services; and

WHEREAS, after reviewing proposals submitted by a number of companies, the Winnebago County Sheriff is recommending Winnebago County contract with Motorola Solutions Inc to provide software and equipment support for the county-wide P1 Computer Aided Dispatch and Law Records Management System; and

WHEREAS, Motorola Solutions Inc will be responsible for maintenance and repair services including software and equipment support, 24-hour technical support, equipment repair or replacement, and installation; and

WHEREAS, Motorola Solutions Inc will include hardware refresh in year six of the agreement, three software version upgrades, and regularly-scheduled software patch upgrades during the term of the agreement; and

WHEREAS, no additional funding is necessary as the cost to operate and maintain the P1 Computer Aided Dispatch and Law Records Management System has been budgeted within the Winnebago County Sheriff's Department's budget.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a ten (10)-year contract with Motorola Solutions Inc to provide support on software and equipment for the P1 Computer Aided Dispatch and Law Records Management System at an annual rate of \$331,266.00.

Submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 206-102017: Appropriate an Additional \$150,000 to the "Payout Wages" Account of the Miscellaneous Unclassified Cost Center to Cover the Overage and Additional Cost of Sick Leave Payouts Through the End of 2017 with Balance Account

WHEREAS, the County has a sick leave payout provision that was frozen in 2005; and

WHEREAS, the provision allowed accumulated sick leave to either be paid out at retirement or used to purchase post-retirement health insurance; and

WHEREAS, employees with 20+ years of experience were to receive a payout equal to 65% of their unused sick leave balance, and employees with less than 20 years' experience were to receive 35% of their unused sick leave balance; and

WHEREAS, in 2017, there have been significantly more retirements than anticipated when the budget was prepared; and

WHEREAS, the cost of sick leave payouts through September 2017 has already exceeded the budgeted amount by approximately \$92,000; and

WHEREAS, it is estimated that funding necessary to cover the overage and any additional payouts through the end of 2017 will be approximately \$150,000.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$150,000 from the General Fund Undesignated Fund Balance to the payout Wages Account of the Miscellaneous Unclassified Cost Center to cover the overage and balance of sick leave payouts through the end of 2017.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Brooks to adopt.

Vote on Resolution: AYES: 31; NAYES: 0; ABSTAIN: 0; ABSENT: 5 – Harpt, Ramos, Schorse, Wingren and Snider.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to adjourn until the November 6, 2017 budget meeting at 6:00 p.m. The meeting was adjourned at 6:40 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 October 17, 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: November 21, 2017
SUBJECT: Appointment to the **MENASHA LIBRARY BOARD**

Subject to your approval, I am hereby making the following appointment to the **MENASHA LIBRARY BOARD**.

Cynthia Witt
1582 Eugene Street
Menasha, WI. 54952

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

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Menasha Library Board

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-4290 filed with the County Clerk by:

LBF INVESTMENTS LLC, Town of OMRO and referred to the Planning and Zoning Committee on 10/17/2017 and

WHEREAS, a Public Hearing was held on 10/24/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: LBF INVESTMENTS LLC
Agent(s):

Location of Premises Affected: 3006 COUNTY RD F
OMRO, WI 54963

Legal Description: Being all of the NW 1/4 of the SW 1/4, Section 29, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-0687

Sewer: Existing Required Municipal Private System
Overlay: Airport SWDD Shoreland
 Floodplain Microwave Wetlands

WHEREAS,
Applicant is requesting a rezoning to A-2 General Agriculture,
And
WHEREAS, we received notification from the Town of OMRO 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 OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: 1) Town findings for Approval were as follows

- a)Town Does have an adopted land use plan
 - b)Action Does agree with Town adopted Town plan 1)A-2 is compatible with the surrounding zoning which is predominately A-2 with a smattering of R-1 and B-2. This zoning is consistent with the future land use plan map of the Town of Omro Comprehensive Plan. This zoning change could have and should have occurred as part of the dual zoning elimination project.
 - 1)The Town of Omro has Approved
 - 2)There were no objections
 - 3)Proposed use is compatible with adjacent uses
 - 4)Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district
- 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 # 11/01/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4290 as follows:

Being all of the NW 1/4 of the SW 1/4, Section 29, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential,
A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

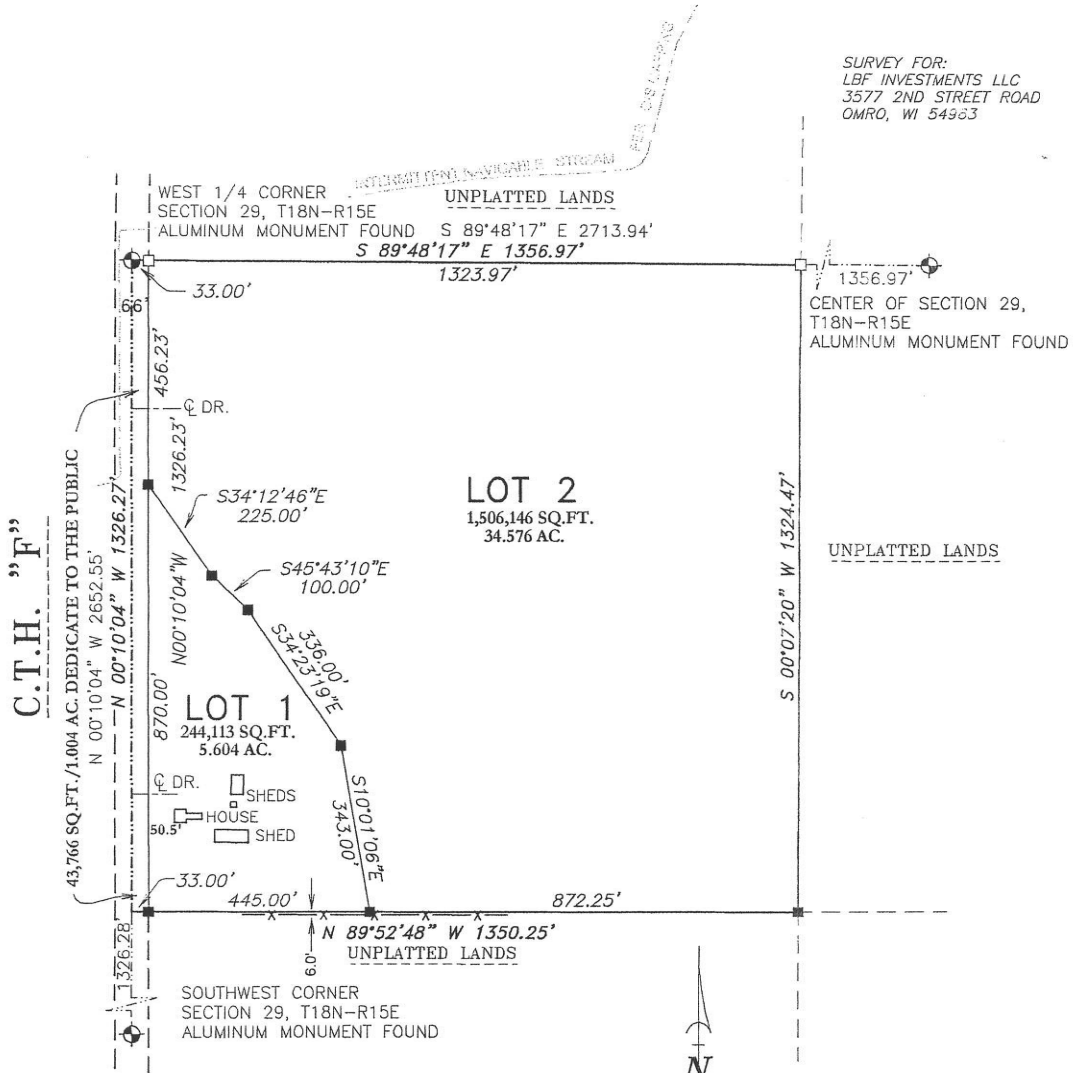
Mark Harris
County Executive

County Board Supervisory district 33 - EGAN

CERTIFIED SURVEY MAP NO. _____

ALL OF THE NORTHWEST 1/4 OF THE SOUTHWEST
 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE
 15 EAST, TOWN OF OMRO, WINNEBAGO COUNTY,
 WISCONSIN.

SURVEY FOR:
 LBF INVESTMENTS LLC
 3577 2ND STREET ROAD
 OMRO, WI 54953



- LEGEND**
- 1-1/4" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
 - 1-1/4" O.D. IRON PIPE FOUND
 - ⊙ GOVERNMENT CORNER FOUND
 - *-* FENCE LINE

WISCONSIN
 JAMES E. SMITH
 S-1803
 OSHKOSH, WI
 LAND SURVEYOR

*James Smith
 Aug 29, 2017*

Martenson & Eisele, Inc.

101 West Main Street
 Omro, WI 54963
 www.martenson-eisele.com
 P 920.685.6240 F 920.685.6340

Planning
 Environmental
 Surveying
 Engineering
 Architecture

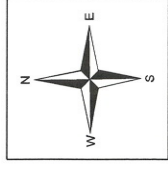
PROJECT NO. C-2188-001
 FILE 2188001CSM SHEET 1 OF 3
 This instrument was drafted by: DSL

Application #17-ZC-4290

Date of Hearing:
October 24, 2017

Owner(s):
LBF Investments, LLC

Subject Parcel(s):
0160687



Winnebago County
WINGS Project

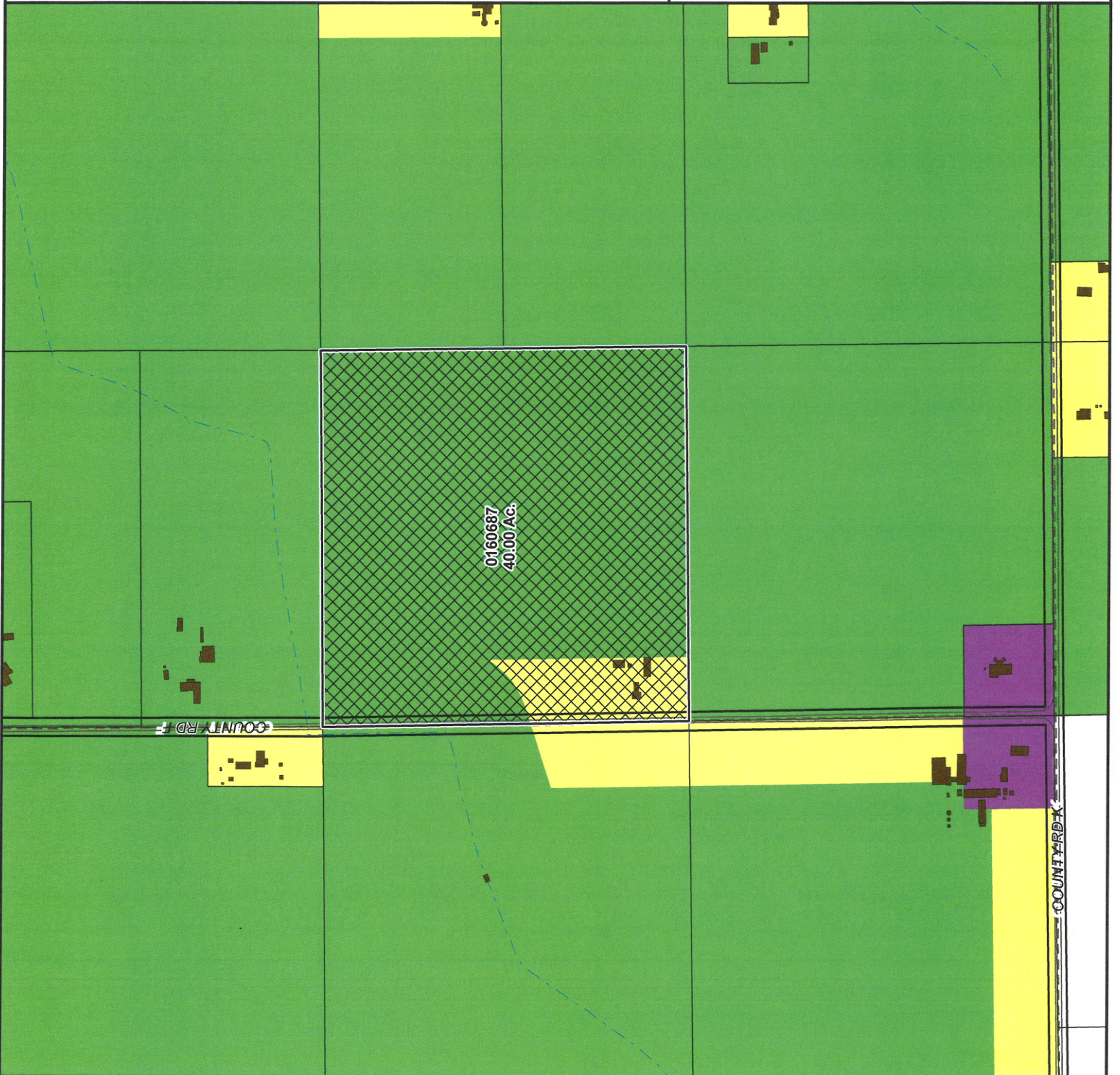
Scale
1 inch : 500 feet

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



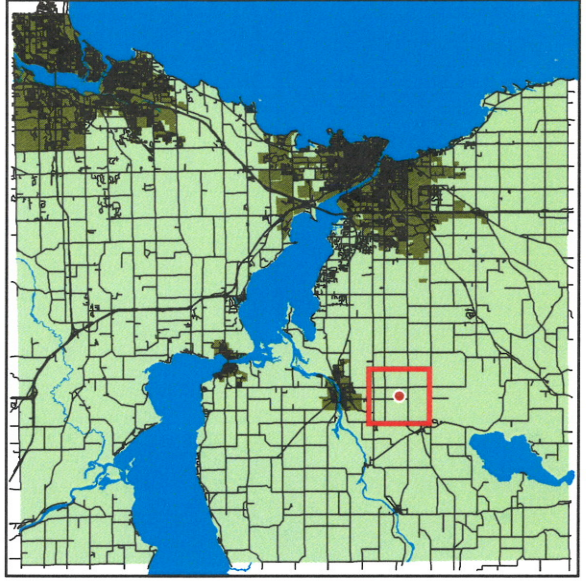
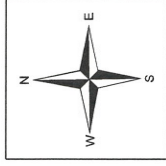
Application #17-ZC-4290

Date of Hearing:
October 24, 2017

Owner(s):
LBF Investments, LLC

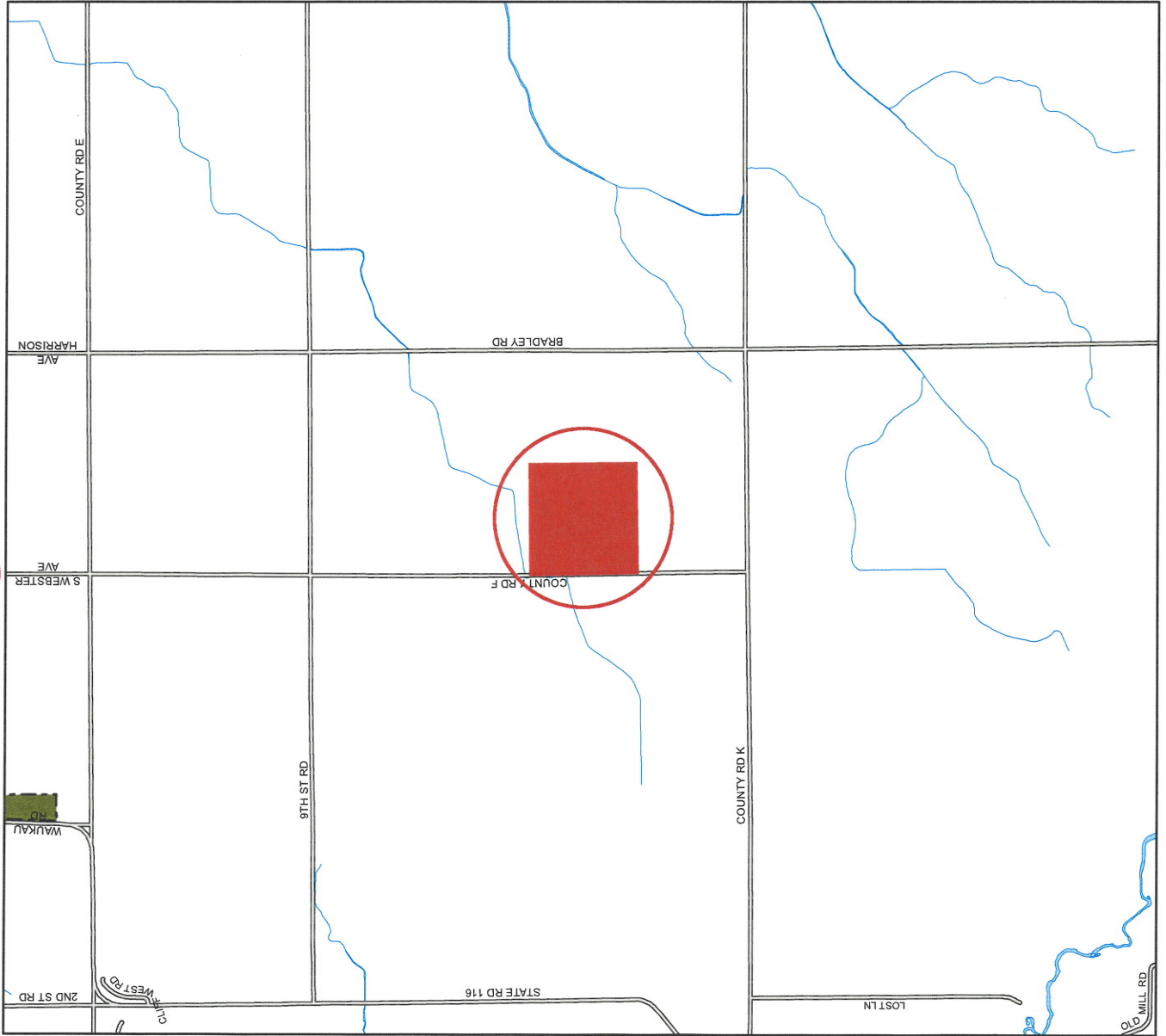
Subject Parcel(s):
0160687

Winnebago County
WINGS Project



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-4300 filed with the County Clerk by:

GROUP LLC, AF, Town of ALGOMA and referred to the Planning and Zoning Committee on 10/17/2017 and

WHEREAS, a Public Hearing was held on 10/24/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: GROUP LLC, AF
Agent(s):

Location of Premises Affected: NORTH AND EAST OF 1762 LEONARD POINT RD
OSHKOSH, WI 54904

Legal Description: Being a part of Government Lot 4, Section 8, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin.

Tax Parcel No.: 002-0028-19(p)

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

WHEREAS,
Applicant is requesting a rezoning to R-2 Suburban Low Density Residential, R-1 Rural Residential, A-2 General Agriculture,
And

WHEREAS, we received notification from the Town of ALGOMA 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 ALGOMA has Approved. Town has right of approval or denial per terms of zoning ordinance.
- Town findings for Approval were as follows: Town findings for Approval were as follows:
- A) Town Does have an adopted land use plan
 - B) Action Does agree with Town adopted Plan
 - 1) the Town of Algoma has Approved
 - 2) There were no objections
 - 3) proposed use Is compatible with adjacent uses
 - 4) Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district

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 # 11/02/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4300 as follows:

Being a part of Government Lot 4, Section 8, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential,
A-2 General Agriculture,

TO: R-2 Suburban Low Density Residential,
R-1 Rural Residential,
A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

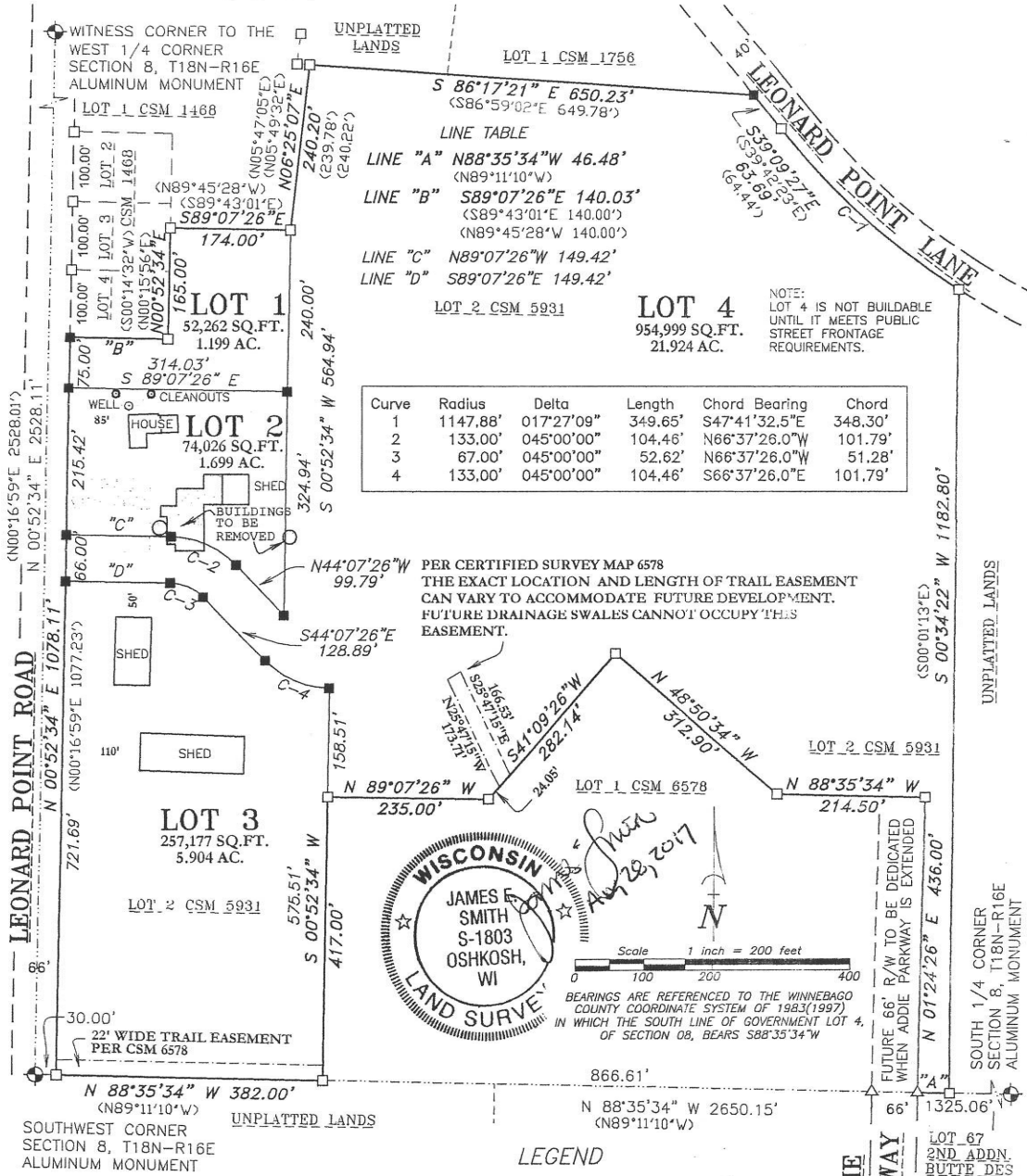
Mark Harris
County Executive

County Board Supervisory district 31 - RASMUSSEN

CERTIFIED SURVEY MAP NO.

ALL OF LOT 1 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP 5931, BEING PART OF FRACTIONAL LOT 4 IN SECTION 8, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
JUDY JONES
1445 CANDLELIGHT CT
OSHKOSH, WI 54904



Martenson & Eisele, Inc.

101 West Main Street
Omro, WI 54963
www.martenson-eisele.com
P 920.685.6240 F 920.685.6340

Planning
Environmental
Surveying
Engineering
Architecture

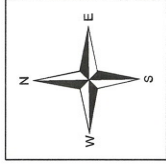
PROJECT NO. 0-1764-003
FILE 1764003CSM SHEET 1 OF 3
This instrument was drafted by: DSL

Application #17-ZC-4300

Date of Hearing:
October 24, 2017

Owner(s):
AF Group, LLC

Subject Parcel(s):
002002819(P)



Winnebago County
WINGS Project

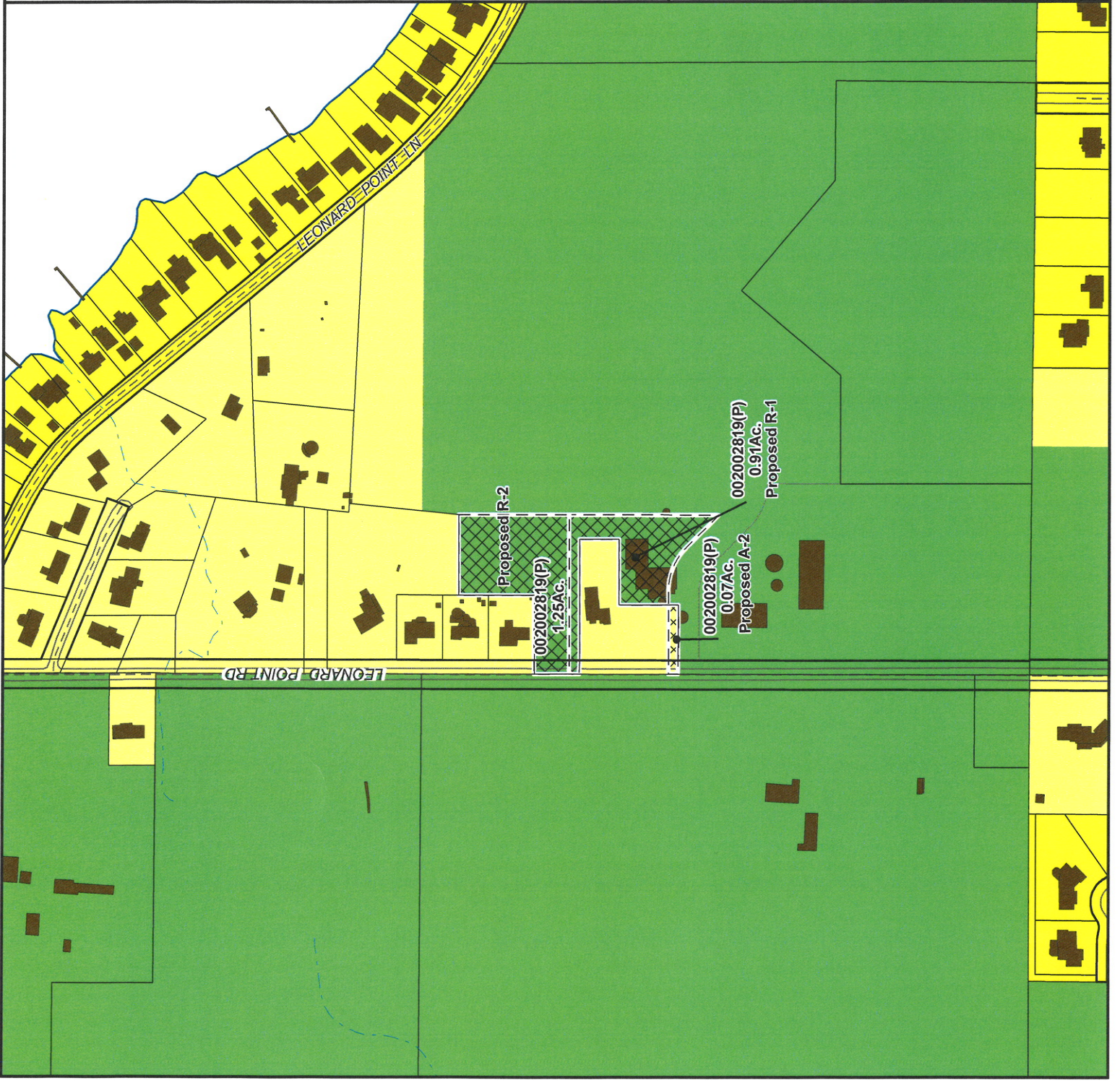
Scale
1 inch : 300 feet

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



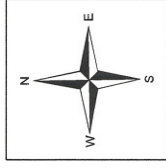
○ = SITE

Application #17-ZC-4300

Date of Hearing:
October 24, 2017

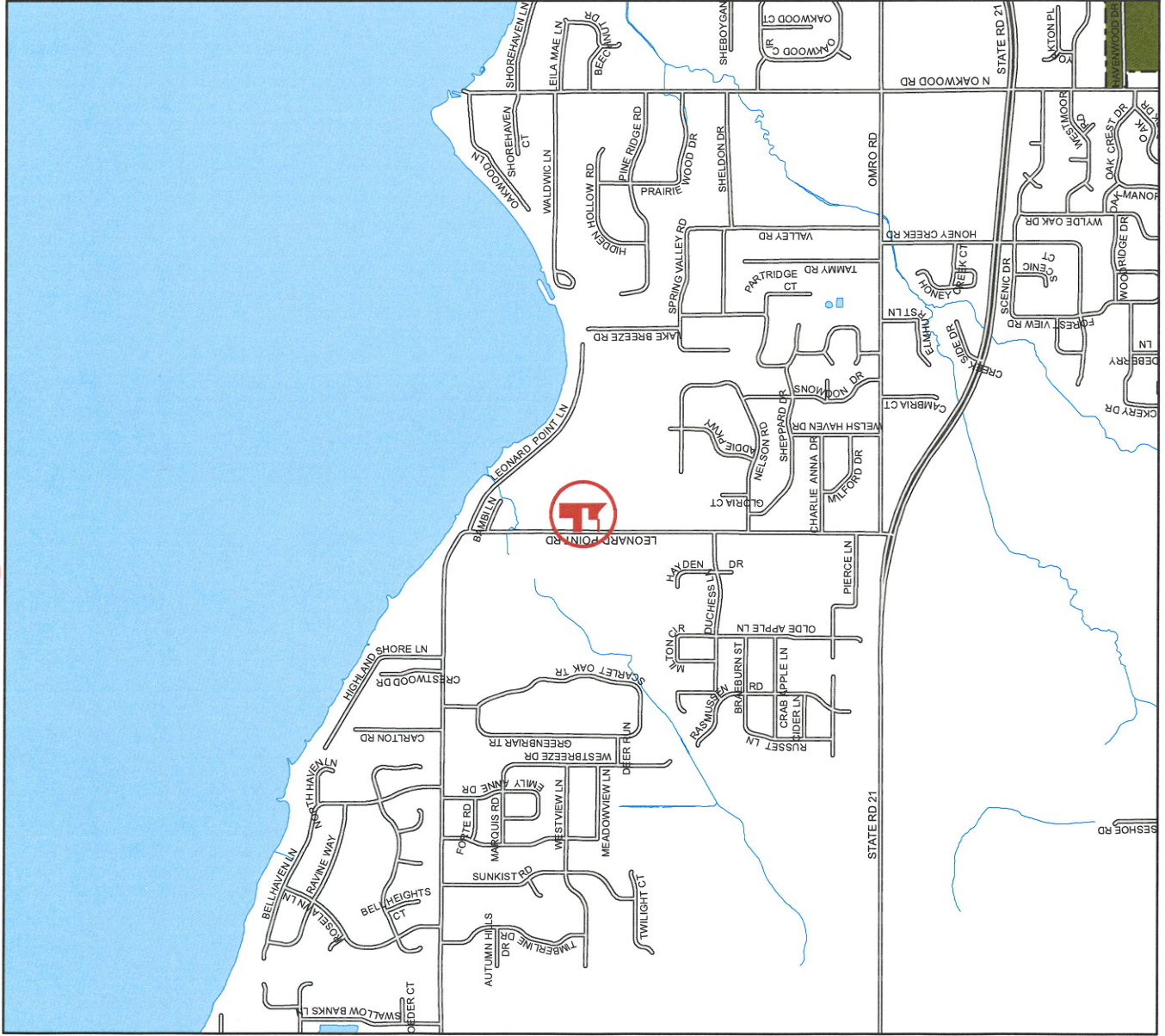
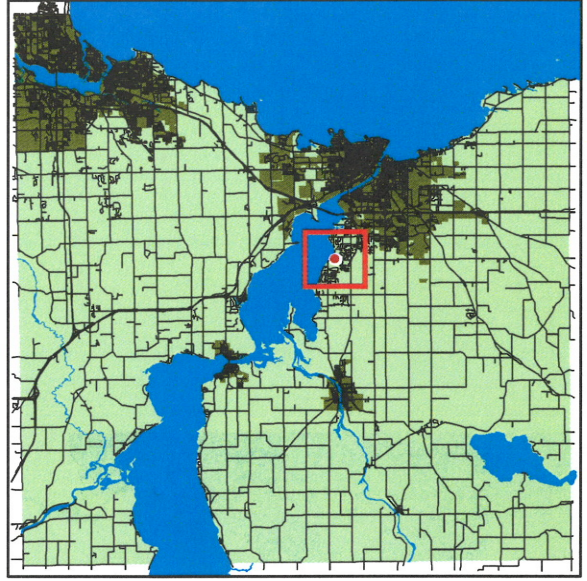
Owner(s):
AF Group, LLC

Subject Parcel(s):
002002819(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-4310 filed with the County Clerk by:

STURGIS LIV TST, HARRISON JR ; STURGIS TSTE, HARRISON JR ; STURGIS TSTE, LISA A, Town of NEENAH and referred to the Planning and Zoning Committee on 10/17/2017 and

WHEREAS, a Public Hearing was held on 10/24/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: STURGIS LIV TST, HARRISON JR ; STURGIS TSTE, HARRISON JR ; STURGIS TSTE, LISA A

Agent(s):

Location of Premises Affected: North of 167 Rockwood Ln
NEENAH, WI 54956

Legal Description: Being a part of the NE 1/4 of the SE 1/4, Section 19, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

Tax Parcel No.: 010-0199(p)

Sewer: Existing Required Municipal Private System
Overlay: Airport SWDD Shoreland
 Floodplain Microwave Wetlands

WHEREAS,

Applicant is requesting a rezoning to R-2 Suburban Low Density Residential,

And

WHEREAS, we received notification from the Town of NEENAH 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 NEENAH has Approved. Town has right of approval or denial per terms of zoning ordinance.

Town findings for Approval were as follows:

- a) Town Does have an adopted land use plan
- b) Action Does agree with Town adopted Town plan
- a) The requested Zoning Map Amendment DOES agree with the adopted plan
- b) There are no objections from the surrounding property owners
- c) Change is consistent with how the property is being used
 - 1)The Town of Neenah has Approved
 - 2) There were no objections
 - 3) Proposed use is compatible with adjacent uses
 - 4) Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district

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 # 11/03/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4310 as follows:

Being a part of the NE 1/4 of the SE 1/4, Section 19, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-2 Suburban Low Density Residential,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

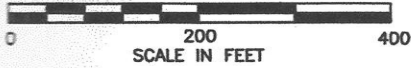
Mark Harris
County Executive

County Board Supervisory district 9 - LONG

CERTIFIED SURVEY MAP NO. 5703

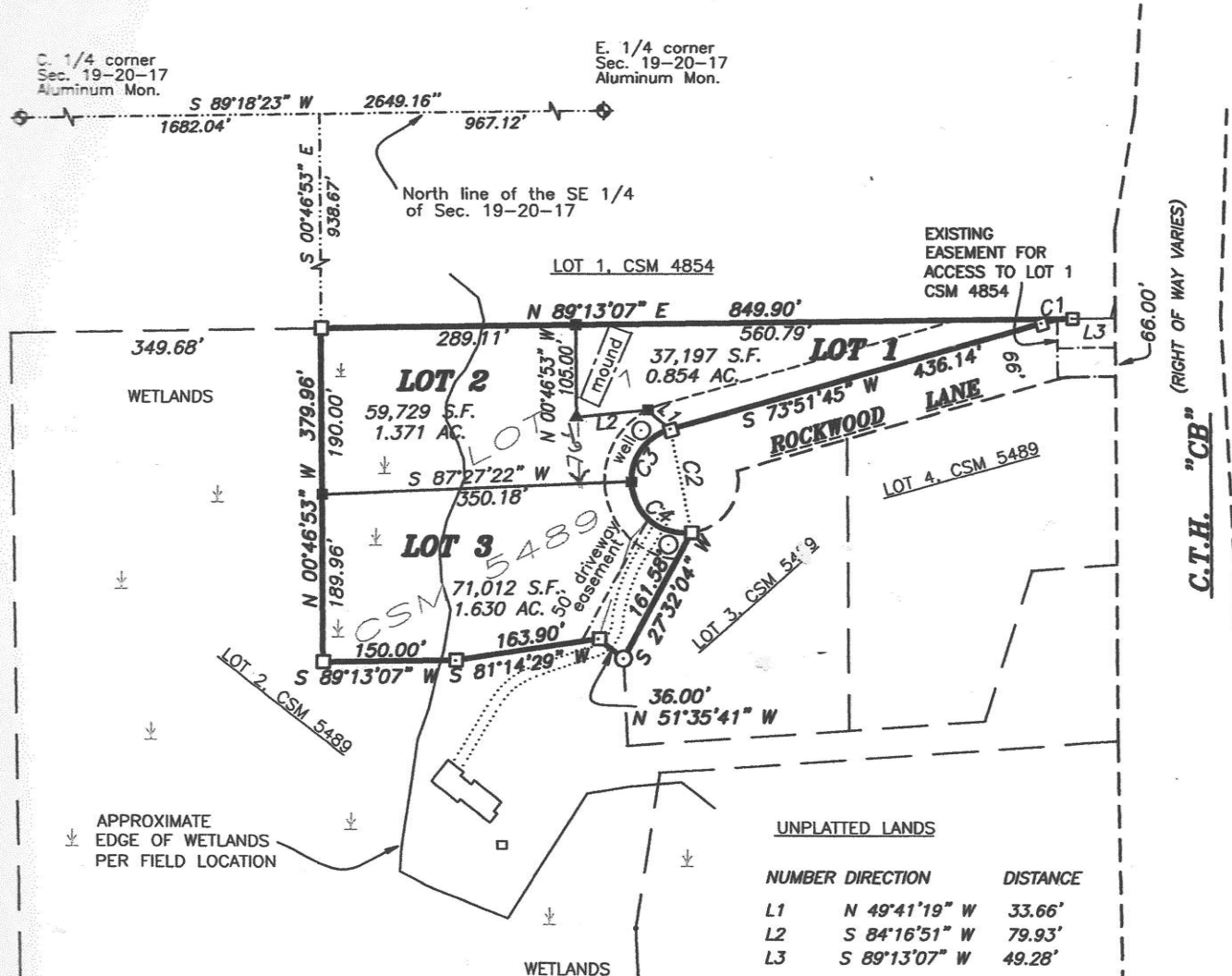
All of Lot 1, Certified Survey Map No. 5489, being part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin

BEARINGS ARE REFERENCED TO THE NORTH
LINE OF THE SOUTHEAST 1/4, SECTION
19, ASSUMED TO BEAR S 89°18'23" W
SCALE 1"=200'



Survey for:
Suburban Business Inc.
1579 Oakridge Road
Neenah, WI 54956

Exhibit #1



UNPLATTED LANDS

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 49°41'19" W | 33.66' |
| L2 | S 84°16'51" W | 79.93' |
| L3 | S 89°13'07" W | 49.28' |

| Curve | Radius | Delta | Length | Chord Bearing | Chord |
|-------|---------|------------|---------|-----------------|---------|
| 1 | 133.00' | 015°21'22" | 35.65' | S 81°32'26.0" W | 35.54' |
| 2 | 60.00' | 171°12'41" | 179.29' | S 11°44'35.5" E | 119.65' |
| 3 | 60.00' | 075°43'06" | 79.29' | S 36°00'12.0" W | 73.65' |
| 4 | 60.00' | 085°29'35" | 100.00' | S 49°36'08.5" E | 88.82' |

LEGEND

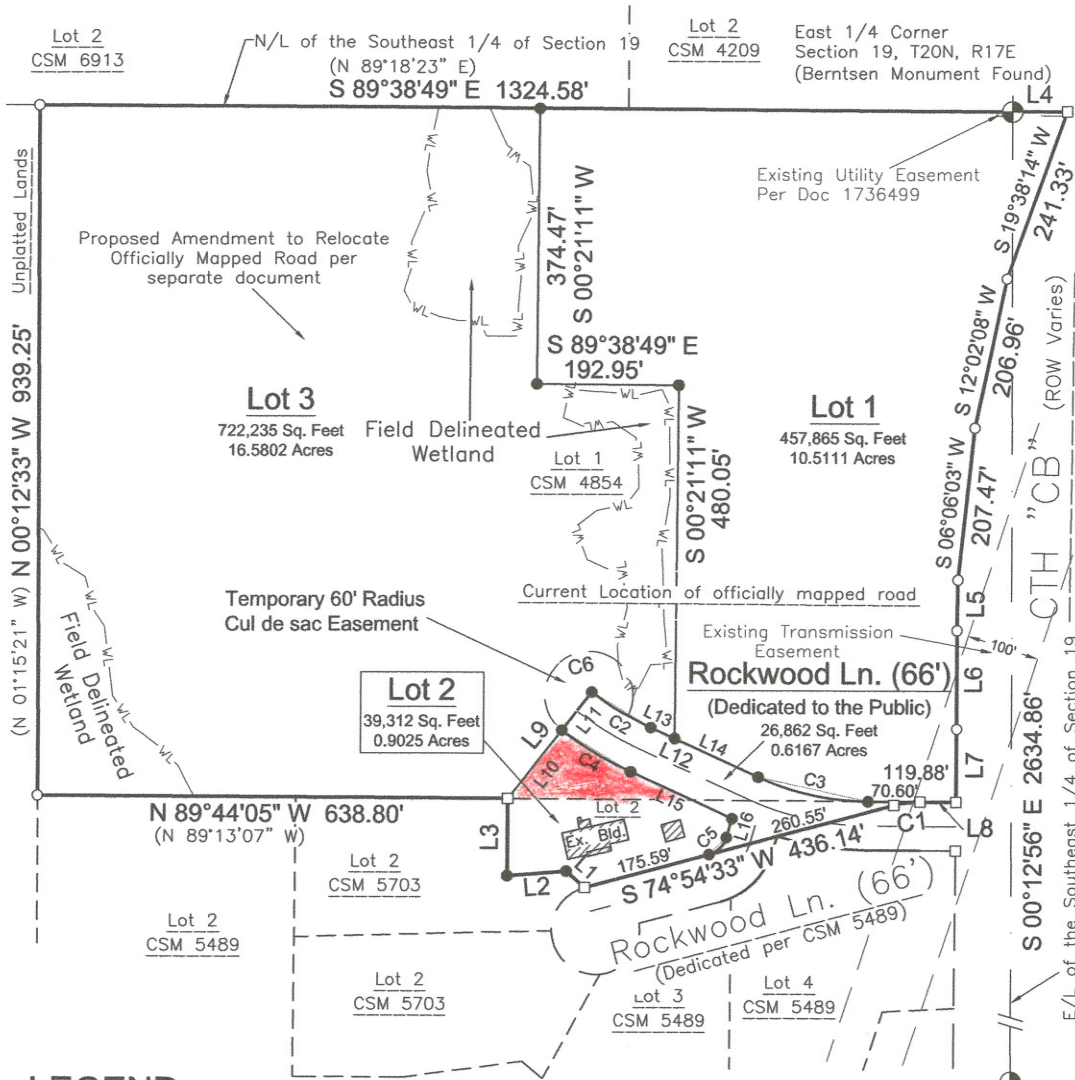
- ▲ RAILROAD SPIKE SET
- 1" IRON PIPE SET, 24" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- ◆ GOVERNMENT CORNER
- ✕✕ FENCE LINE
- () RECORDED AS

C.T.H. "CB" (RIGHT OF WAY VARIES)

Exhibit #2

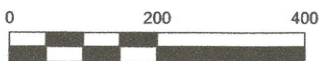
Certified Survey Map No. _____

All of Lot 1 of Certified Survey Map No. 5703 and Part of Lot 1 of Certified Survey Map No. 4854, Being Part of the Northeast 1/4 of the Southeast 1/4 of Section 19 and Part of the Northwest 1/4 of the Southwest 1/4 of Section 20, All in Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.



LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- 3/4" Rebar Found
- 1" Iron Pipe Found
- ⊙ Government Corner
- () Recorded As



Bearings are referenced to the East line of the Southeast 1/4, Section 19, T20N, R17E, assumed to bear S00°12'56"E, base on the Winnebago County Coordinate System.

Davel Engineering & Environmental, Inc.
 Civil Engineers and Land Surveyors
 1811 Racine Street
 Menasha, Wisconsin
 Ph. 920-991-1866, Fax 920-830-9595

James R. Sehloff Professional Land Surveyor No. S-2692 Date _____

Survey for:
 Jim Tuchscherer
 2151 Hidden Creek Road
 Neenah, WI 54956

Drafted by: scott
 Sheet : 1 of 3

Application #17-ZC-4310

Date of Hearing:

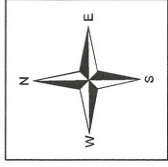
October 24, 2017

Owner(s):

Harrison Sturgis, Jr. Living Trust
Harrison & Lia Sturgis, Trustees

Subject Parcel(s):

0100199(P)



Winneshago 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



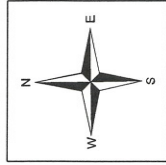
Application #17-ZC-4310

Date of Hearing:
October 24, 2017

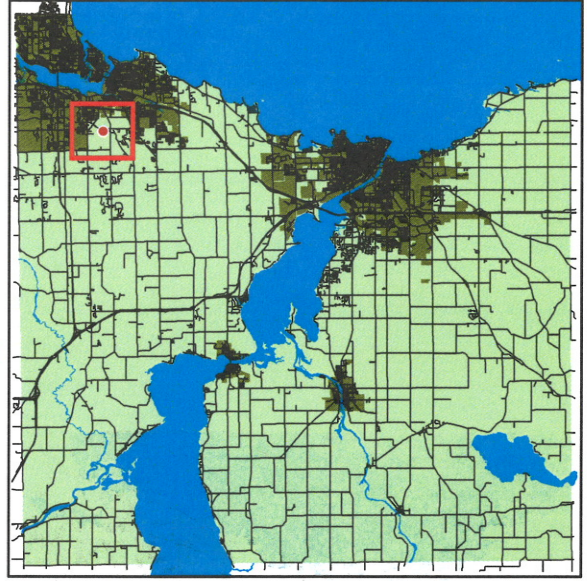
Owner(s):
**Harrison Sturgis, Jr. Living Trust
Harrison & Lia Sturgis, Trustees**

Subject Parcel(s):
0100199(P)

*Winnebago County
WINGS Project*

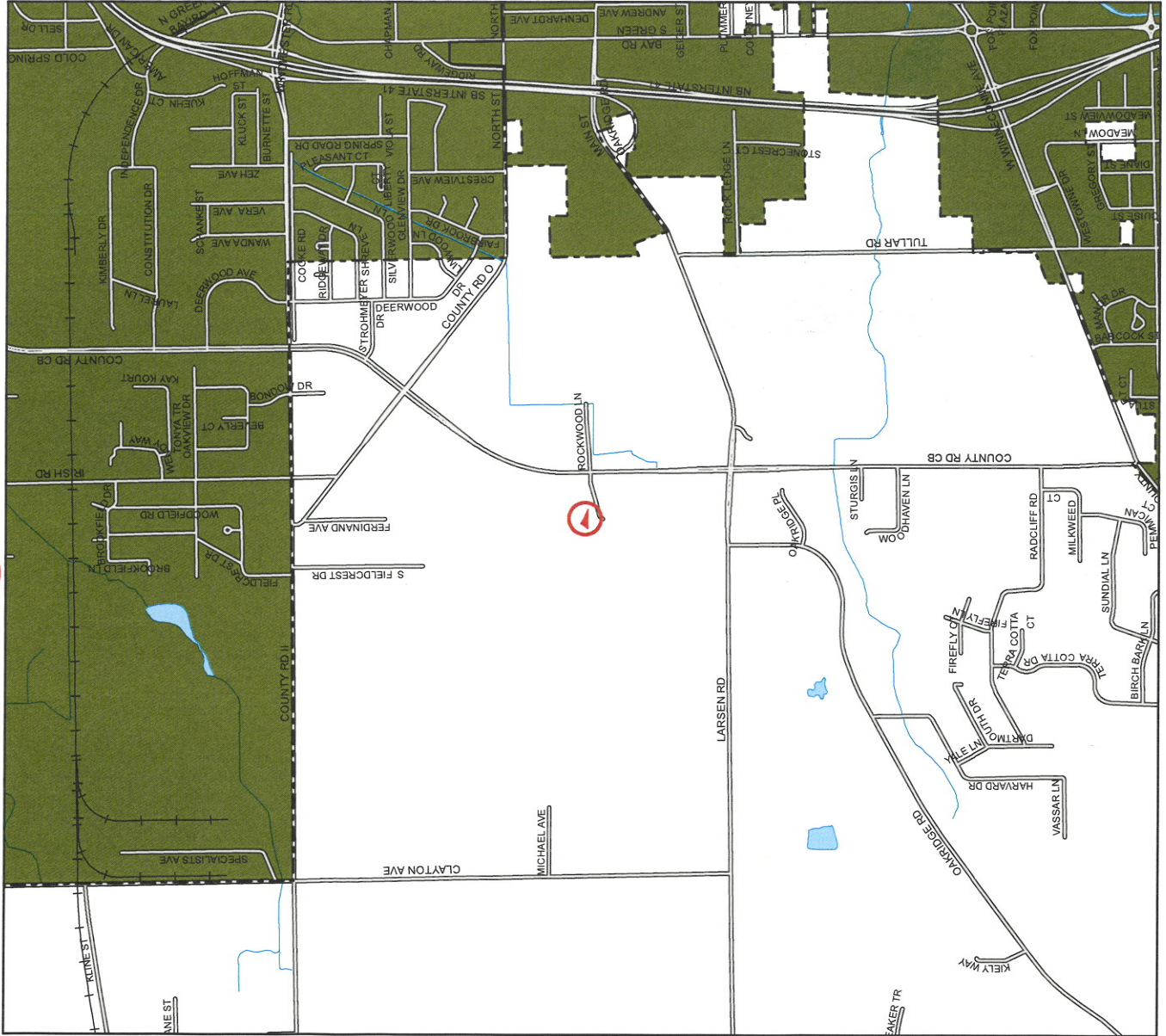


● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet



Winnebago County
Office of the County Clerk

The Wave of the Future

OSHKOSH (920) 236-4890
FOX CITIES (920) 727-2880
FAX (920) 303-3025
E-mail: countyclerk@co.winnebago.wi.us

NOTICE OF CLAIM

Date: September 19, 2017
To: Doug, Linda and Joan
Re: Claim from John A. Kurth for damage to his mailbox from a county road crew re-surfacing Woodenshoe Road in Town of Vinland on 09/11/2017.

This claim will be presented to the County Board at their October 17, 2017 meeting.

Date 9-19-2017

Name JOHN A. HURTH
Address 6247 WOODENSHOE ROAD
City ST Zip NEENAH, WI 54956

Re: enclosed damage claim

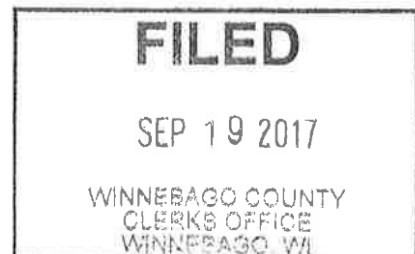
Per State Statute please submit the enclosed damage repair claim to:

WINNEBAGO COUNTY CLERK
P O BOX 2808
OSHKOSH WI 54903-2808

Include a detailed description of the incident including the date, time, location, and the dollar amount claimed and along with any other pertinent information.

Thank you,

Jill Prah, Office Manager
Winnebago County Highway Commission



Damage Date: 9-11-2017

Name: John A. Kurth
6247 Woodenshoe Road
Neenah, Wi 54956

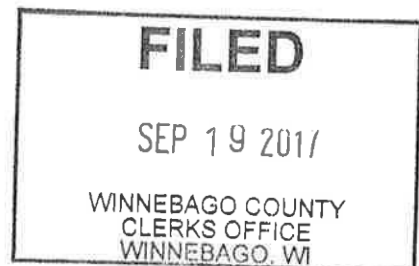
Material Damaged: Rural Mailbox

On 9-11-2017, at approximately 7:30 AM a county road crew was re-surfacing Woodenshoe Road in the town of Vinland. The paver unit hit our mailbox and tore it off the wooden 2x6 board. The mailbox was damaged beyond repair. The mailbox door was bent and dented and would no longer close. The road crew saw the damage and continued on. No one contacted us about the damage or what was needed to repair it.

I took it upon myself to replace the damaged mailbox and incurred the following cost:

| | |
|-------------|---|
| Mailbox | \$14.94 |
| New letters | \$ 4.29 |
| Screws | \$ 10.77 |
| Labor | \$ 60.00 4 hrs plus travel to get new parts, wood repair and mounting |
| Total Due | \$ 90.00 |

If you have any questions contact me at 235-1990.



1 **210-112017**

2 **RESOLUTION: Authorize Execution of Sunnyview Exposition Center Ground Lease with**
3 **Life Promotions Inc.**
4
5

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

7 **WHEREAS**, it is acknowledged that for 19 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 the
9 presence of an estimated 90,000 attendees and with an annual economic impact of \$5.3 million in tourism spending
10 throughout Winnebago County; and

11 **WHEREAS**, with the steady growth that has been occurring with Lifest, and with the projected 6% annual
12 increase in attendance that is expected for several years to come, by 2019 all available programming space will be
13 used up at the Sunnyview Exposition Center leaving no other areas available for further camping and/or parking
14 expansion; and

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

20 **WHEREAS**, by forming strong partnerships with area organizations and businesses, Life Promotions Inc.
21 wishes to invest \$750,000.00 into development of a (55' X 122') permanent state of the art exterior stage which it
22 would own for a period of ten (10 years) during which time Life Promotions Inc. and the County would be subject to
23 the terms of a Ground Lease Agreement in which the stage rental fees that are to be charged to outside promoters,
24 would be evenly shared between the two parties; and

25 **WHEREAS**, in conjunction with the building of the permanent stage the Parks Department would proceed to
26 expend approximately \$180,000 from its 2017 Operations Budget to make improvements around the structure
27 including, among other things, construction of a multi-use 350' X 650' audience/performance area situated between
28 the stage and the 4,800 seat grandstand facility; and

29 **WHEREAS**, improvements such as the permanent stage and the multi-use 350' X 650'
30 audience/performance area would allow for varied programming within the Grandstand Complex where previously
31 there had been only limited promotional opportunities due to site conditions. In this manner the improvements would
32 benefit the citizens of Winnebago County by increasing the amount of potential tourism dollars spent within the area
33 and help create opportunities for new recreational and entertainment activities; and

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

GROUND LEASE BETWEEN

WINNEBAGO COUNTY

AND

LIFE PROMOTIONS, INC.

This Lease Agreement ("lease") is made this ___ day of _____, 2017 and shall be effective November 27, 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 2nd largest event in Winnebago County 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 area (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 a ten (10) year lease with the LESSOR that will serve in facilitating the construction, maintenance and operation of the Stage Facility within the Grandstand Complex (PREMISES) at the Sunnyview Exposition Center; and,

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 ten (10) year lease agreement, LESSOR agrees to accept free title of the Stage Facility and the approximate seven hundred and fifty thousand dollars and no/100 (\$750,000.00) improvement 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, the receipt and sufficiency of which is hereby acknowledged, 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 the Lease shall be for a period of approximately ten (10) years commencing on November 27, 2017 and ending on July 14, 2027.

4. OPTION TO RENEW.

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

5. CONSTRUCTION AND SUBSEQUENT IMPROVEMENTS ACCESS.

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 ten (10) year term of this lease with the availability for access beginning no earlier than November 27, 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 November 27, 2017. For all other years during the term of this lease, LESSEE shall be obligated to coordinate with LESSOR any subsequent dates and times for which it will be necessary to access the Stage Facility in order to engage in substantive improvements or repairs to the structure.

6. RENT.

a. LESSEE shall be obligated to meet LESSOR’S needs in renting the Stage Facility to LESSOR at such times when LESSOR’S other Expo clients require use of said Stage Facility. The term of such rental periods shall correspond to the official contracted lease terms of individual Expo clients requiring Stage Facility usage. For the duration of the Lease, such rental rates shall be considered negotiable between LESSEE, LESSOR and Expo client. The Stage Facility rental charge shall not exceed a maximum of twenty thousand dollars and no/100 (\$20,000.00) for each Expo client event charged to the LESSOR.

b. Stage Facility rental charges to the LESSOR shall be divided fifty percent (50%) payable to the LESSEE with the remaining fifty percent (50%) retained by the LESSOR.

c. 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.

d. It is agreed that the rental prices as determined in Paragraph 6. a., shall remain fixed for the duration of this lease in-spite-of any post-construction alterations or improvements that may be applied to the Stage Facility by the LESSEE at a later date.

e. It is agreed that for the duration of this lease no Stage Facility rental fees shall be applied to the LESSEE for use of the Stage Facility during the annual Lifest Christian Music Festival, however at such times when LESSEE may elect to program an additional event(s) at the Expo Center, apart from Lifest, a rental fee of \$2,500.00 shall be assessed for each said use and all other Expo rental charges shall be applied in accordance with the Sunnyview Exposition Center Rental Fees Schedule.

f. It is agreed that for the duration of this lease, no Stage Facility rental charges shall be applied to the Winnebago County Fair for use of the structure during the Fair’s annual summer event.

g. It is agreed by LESSEE and LESSOR that for good and valuable consideration of a lease payment LESSEE shall pay LESSOR an amount equivalent to one dollar (\$1.00) per year over the ten (10) year term of this lease.

7. AUTHORIZED USES.

a. Purpose. LESSEE shall own the Stage Facility for the ten (10) 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 Stage Facility in a safe manner consistent with normal operating practices. Any other use shall require the written approval of the LESSOR. Such approval shall not be unreasonably withheld.

c. Cost of Improvements. The cost of construction of all improvements to the Stage Facility including perimeter fencing shall be borne by the LESSEE. LESSEE agrees to obtain all associated permits and pay all necessary permit fees.

8. 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, audience/performance 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 Stage Facility.

d. Expo Client Insurance. LESSOR shall require each Expo client renting the Stage Facility 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 Stage Facility 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 stage platform and the ten (10) foot wide strip 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 and for providing video security coverage for the Stage Facility. 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.

g. Audience/Performance Area Improvements within PREMISES. At its own expense, LESSOR shall be obligated to construct, through means of excavation and tiling, a relatively flat hard surface audience/performance area directly to the south of the Stage Facility that shall be approximately three hundred and fifty feet by six hundred and fifty feet (350' X 650') in size and capable of safely and efficiently supporting a maximum standing audience of twenty-five thousand attendees. Said audience/performance 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 audience/performance 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 audience/performance 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 Stage Facility, 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.

9. 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, any hidden, latent, or other 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 ten (10) year term of this lease with the availability for access beginning no earlier than November 27, 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 November 27, 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 LESSEE 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 be on or about October 20, 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 on the stage platform provided however that no such alterations, etc. shall 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 November 27, 2017, it is agreed that the same conditions presented in Paragraph 9.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 Paragraph 9.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 of 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 Stage Facility 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 subparagraph, 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 paragraph, 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. Any screens or other devices used to keep equipment, materials or supplies from view will be subject to 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 Stage Facility.

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 the stage which has been caused by an act of neglect on the part of LESSEE, and provides 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 or 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. Taxes. LESSEE shall have no obligation to pay any real property taxes attributable to the Leased Area. LESSEE shall have the obligation to pay any and all applicable income or other similar taxes that result from its operation in the Leased Area or as otherwise required by law.

v. 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.

w. 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.

10. 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.

11. 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 and 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 change within 365 days of notification.

12. 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 Paragraph 13 hereunder.

13. 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.

14. CIVIL RIGHTS ASSURANCES.

LESSEE, in the use of the Leased Area for himself, his 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.

15. 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.

16. 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.

17. 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 paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

18. 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.

19. 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 Paragraph 20.

b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate, bar, or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease.

20. 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.

21. LIABILITY.

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 Certificate 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.

22. STORAGE OF FUEL.

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

23. 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 agreement.

24. 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

25. 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.

26. 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.

27. RESOLUTIONS OF DISPUTES.

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to the Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceeding.

- 1) The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- 2) The costs of the arbitration proceedings (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own fees and expenses incurred in connection with the proceeding.
- 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, WI.
- 4) Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- 5) That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery procedure, including, but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- 6) That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.
- 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, chapter 788 of the Wisconsin Statutes, and either party may seek injunctive relief in a court of competent jurisdiction pending the arbitration determination.

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"

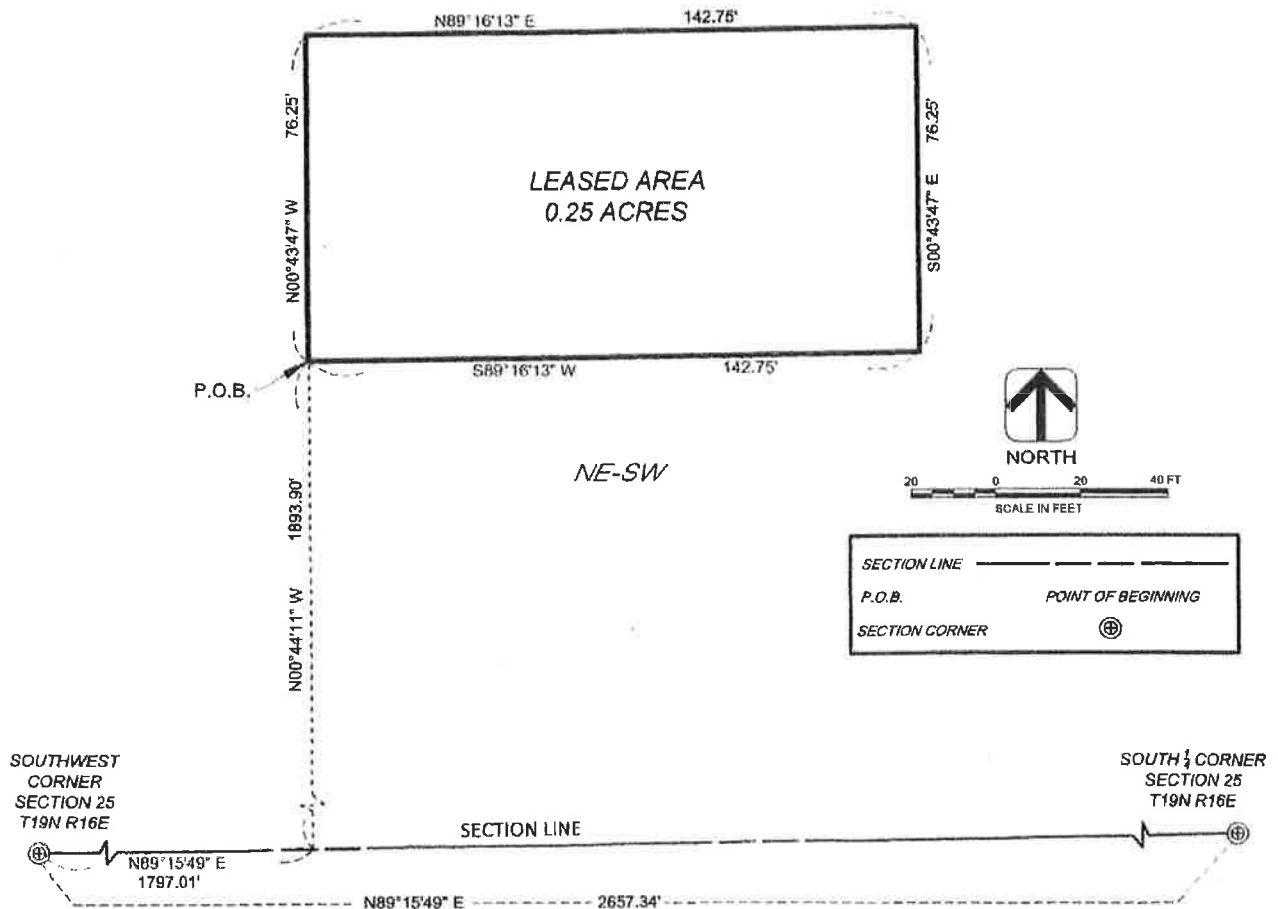
LEASED AREA OF GRAND STAND STAGE FACILITY

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 <small>3376 PACKERLAND DRIVE ASHWAUBENON, WI 54115 (920) 498-1200</small> | 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' SHEET NUMBER 1 OF 1 |
| | REVISIONS | | |

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*

1 211-112017

2 **RESOLUTION: Authorize Execution of Sunnyview Exposition Center Rental Agreement**
3 **Between Winnebago County and Life Promotions Inc**
4

5
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
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 authorizes the Winnebago County Executive and the Winnebago County Clerk to execute a rental agreement
16 between Winnebago County and Life Promotions Inc for a period of 10 consecutive years (2018-2027) for the
17 purpose of conducting its annual 4-day Christian Music Festival.

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

22
23 **Fiscal Note:** See attached.

24
25 Respectfully submitted by:

26 **PARKS AND RECREATION COMMITTEE**

27 Committee Vote: **4-1**

28 Respectfully submitted by:

29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: **5-0**

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

RESOLUTION

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. This lowering of Life Promotions Inc.'s rental fee will result in a reduction of \$125,000 in revenue over the ten (10)-year period (as illustrated below):

| | |
|--------------------------|---|
| \$ 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-070618multi**

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
6 contained, 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
45 up permitted beginning the Monday prior to the first event day. Event days July 6, 7, 8, and
46 9, 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. in house firewood sales and Dumpster rentals, to be billed to LESSEE after all**
72 **invoices have been received and reviewed by LESSOR)** Rental fees are subject to 5% sales
73 tax where applicable. **TOTAL FEE: \$320,000.00** which shall be due and payable by LESSEE to
74 LESSOR according to the 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 73)

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
83 non-refundable and shall be deducted from the total fee due (line 73).

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 84 and 85), 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
91 of the term. Said deposit shall be paid annually to LESSOR by separate check or money order, on
92 or before **July 1 of each calendar year of the lease term.** Failure on the part of LESSEE to
93 comply with Lease Agreement obligations or excessive damage to the PREMISES shall be just
94 cause for LESSOR to retain all or part of the security deposit. The security deposit shall be
95 returned to 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
101 LESSEE via email and/or telephone informing LESSEE of said request. LESSEE shall have ten
102 days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for
103 the future

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

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

118 4. **PARKING.**

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

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

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

133 5. **SPECTATOR CAMPING.**

134 A. **LESSEE** shall have the right to set-up spectator camping facilities in the following areas of
135 the **PREMISES** (including any areas acquired by **LESSOR** during the term of this Rental
136 Agreement upon **LESSOR'S** written approval):

- 137 (1) Along the southwest edge of the property, and within the grass islands south of the
138 food court and south of the grandstand and Barn E;
- 139 (2) In the grass area east of Barn E and the former R.C. Flyer and former Community
140 Garden areas;
- 141 (3) In the 11 acre area east of the R/C Flyer service road and west of the YMCA
142 property as well as the areas known as Vaughan's Corner and Binner Bayou;
- 143 (4) The open area formerly known as the racetrack pit area; and,
- 144 (5) In a 260' X 290' grass area lying east of the pit area east berm and west of the
145 L.W.C.D. Nature Area, known as the Back Forty.
- 146 (6) In the area located south of the covered arena to County Rd. Y.
- 147 (7) In the area located north and east of the covered arena.
- 148 (8) The gravel area of parking lot #1 and the former main stage area, lot #6.

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

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

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

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

- 157 F. No more than ten (10) persons allowed per site.
- 158 G. Persons under 18 years of age must be accompanied by a parent, or guardian.
- 159 H. No animals allowed except registered service animals utilized to assist those with
160 disabilities.
- 161 I. No solicitation allowed at camp facilities.
- 162 J. Security and medical assistance facilities will be provided twenty-four (24) hours per day
163 throughout the event. A minimum of four (4) security personnel will be specifically assigned to
164 patrol areas of the camping facilities each of the event nights from 11:00 p.m. to 4:00 a.m.
165 **LESSOR** reserves the right to change the minimum number of security personnel required to
166 comply with any ordinance enacted by the City of Oshkosh.
- 167 L. All generators must be equipped with a muffler and be restricted from running between the
168 hours of 1:00 A.M. to 6:45 A.M.
- 169 M. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit
170 campfires shall be prohibited in these areas.
- 171 6. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a Christian**
172 **music festival concert.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated
173 herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, including ADA access
174 rules, all applicable municipal ordinances and all Expo Policies enacted by Administrative Directive in the
175 use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C".
176 **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule,
177 regulation, or ordinance while using the **PREMISES**.
- 178 7. **MAINTENANCE and OPERATION.** During the term of this agreement:
- 179 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
180 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor
181 or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
182 permit others to drive nails, hooks, tacks or screws into any part of any building demised hereunder.

183 **LESSEE** shall not affix or allow others to affix duct tape of any kind to any ceiling, floor, wall,
184 window, table surface or appurtenances thereof. Only blue painters tape shall be allowed inside the
185 exposition building. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

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

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

198 F. **Smoking is not allowed within any building within the boundaries of the exposition**
199 **center.**

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

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

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

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

209 music performed on the **PREMISES** and covering the event hereunder.

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

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

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

220 8. **CONCESSIONS.**

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

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

233 9. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with
234 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The

235 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
236 the absence of **LESSEE'S** provision of a certificate of insurance indicating coverage as is required herein.

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

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

242 11. **DIGGERS HOTLINE.**

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

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

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

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

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

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

279 14. **MISCELLANEOUS.**

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

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

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

287 modification or discharge is sought.

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

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

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

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

300 15. **ADDITIONAL PROVISIONS.**

301 A. Dumpster rental and charges for the same are the sole responsibility of **LESSEE**.
302 **LESSOR** shall contract with Winnebago County's vendor to supply a minimum of four, twenty (20)
303 yard units and eight, (8) yard units to be post billed to **LESSEE** by **LESSOR** after receipt and review
304 of all applicable invoices. **LESSEE** shall arrange to have dumpsters emptied, with refuse taken to
305 the Winnebago County Landfill and recyclables taken to the Winnebago County Recycling Facility,
306 as often as necessary to maintain clean, sanitary conditions on the **PREMISES**.

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

313 County Health Department.

314 C. **LESSEE** shall provide **LESSOR** a plan for event security utilizing off-duty and/or auxiliary
315 police in addition to any private security hired by **LESSEE**. Said plan shall include, but not be
316 limited to, information on the numbers and types of security personnel available on the grounds
317 each day, how they are to be allocated, how peak ingress and egress situations will be handled,
318 medical personnel available, and any other information which will enhance **LESSOR'S** ability to
319 review the plan. Said plan shall be available to **LESSOR** for review no later than June 1, of each
320 lease term. If in the judgement of the **LESSOR**, changes in the security plan are required, **LESSEE**
321 shall be obligated to make the necessary changes and **LESSOR'S** judgement in this issue shall be
322 final. **LESSOR** reserves the right to change the number of security personnel required to comply
323 with any ordinance enacted by the City of Oshkosh.

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

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

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

336 H. **Community Park Parking.** **LESSEE** and **LESSOR** agree that both sides of the existing
337 roadway, as well as all parking areas and hard surfaces, within the Winnebago County Community
338 Park north of Sport Road shall be available for parking with the exception of 12 parking stalls in the

339 dog park area parking lot. See attached map. **LESSOR'S** judgment as to the ability of an area to
340 be utilized for parking shall be final. For purposes of safety and crowd control, **LESSEE** shall take
341 measures to establish a safe route of ingress and egress for pedestrians crossing County Road Y
342 near the main entrance to the Community Park. These measures shall include the use of signage,
343 barricades and attendants to supervise road crossings. Any damage to these areas shall be
344 repaired at the sole expense of **LESSEE**. **LESSEE** shall not allow any parking for concert patrons
345 in any parking lots south of Sport Road, and the James P. Coughlin Center building parking lots
346 (See attached map).

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

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

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

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

- 360 (1) Lost and found facility.
- 361 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:
 - 362 (a) UPS and other deliveries.
 - 363 (b) Vendor concerns and set-up.
 - 364 (c) Camping locations and set-up.

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

366 (3) A headquarters furnished with a computer with printer and telephones for incoming
367 and outgoing calls with the number(s) and email address(es) published so public inquiries
368 are handled by **LESSEE'S** staff. These same items in the Parks Department offices shall
369 not be made available for use by **LESSEE**.

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

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

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

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

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

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

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

386 P. With the exception of the **LESSEE**, **LESSEE'S** employees, security, contracted vendors, and
387 registered overnight campers, all other persons must leave the **PREMISES** between the hours of
388 2:30 a.m. and 5:30 a.m.. No events which are open to the public may be held during these curfew
389 hours. Violators of this policy are subject to any and all City of Oshkosh ordinance violations
390 applicable.

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

395 17. **ARBITRATION.**

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

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

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

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

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

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

414 (5) That any discovery proceeding shall be limited to the thirty (30) day period prior to
415 the date of the arbitration hearing. The party requesting the discovery shall pay for all costs
416 incurred by the opposite party, except for attorney's fees, related to the discovery

417 procedure, including, but not limited to witness and reporter's fees related to depositions,
418 photocopying fees, postage fees, and delivery fees.

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

421 (7) The proceeding and arbitration shall be governed by the laws of the State of
422 Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

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

425 19. **NAMING RIGHTS**

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

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

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

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

443 on the official expo calendar.

444 E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area located
445 within the south west corner of parking lot #4 for selling and or displaying pre-approved
446 merchandise during events taking place within the covered arena. A mutually agreeable alternate
447 area for the above sponsor activity must be presented in writing to **LESSOR**, by **LESSEE** to
448 sponsor and **LESSOR** a minimum of two weeks prior to scheduled event.

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

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

457 LESSEE: Life Promotions Inc.
458 Attn: Dave Romenesko
459 2030 American Drive
460 Neenah, Wisconsin 54956

461
462
463 LESSOR: Winnebago County Parks Department
464 Attn: Rob Way
465 625 E. County Road Y
466 Suite 500
467 Oshkosh, Wisconsin 54901

468 21. The entire agreement of the parties is contained herein and this agreement supersedes any
469 and all oral agreements and negotiations between the parties relating to the subject matter hereof. Should
470 any part of this agreement be held to be invalid by a Court of law, said ruling shall not invalidate the
471 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 **212-112017**

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

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

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

9 **WHEREAS**, with the upcoming installation of a permanent stage and multi-use audience/performance area
10 within the Grandstand Complex, it is necessary that Winnebago County amend that section of the Sunnyview
11 Exposition Center Rental Fee Schedule related to the Grandstand Complex in order to reflect the increased
12 entertainment value of the venue, given the aforementioned improvements; and

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

15 **WHEREAS**, in order to uphold certain provisions pursuant to the County - Life Promotions Inc. Ground
16 Lease Agreement, it has been determined that over the period of the next ten (10) years, together Life Promotions,
17 Inc. and the County shall negotiate permanent stage rental charges with interested promoters and that the two
18 parties shall evenly divide between them all subsequent permanent stage related revenue(s).

19
20 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors as follows:

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

24
25 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that said amendment to the
26 General Code of Winnebago County shall become effective on the date following the date of publication.

27
28 **Fiscal Note:** See attached.

29 Respectfully submitted by:

30 **PARKS AND RECREATION COMMITTEE**

31 Committee Vote: **4-1**

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

33

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

35

36

37

38

Mark L Harris
Winnebago County Executive

FISCAL NOTES:

POTENTIAL NET REVENUES EARNED OVER TEN-YEAR TERM OF LIFE PROMOTIONS RENTAL AGREEMENT ATTRIBUTABLE TO STAGE BEING BUILT WITHIN THE GRANDSTAND COMPLEX

FIXED ANNUAL GRANDSTAND COMPLEX EXPENSES – While building of a permanent stage and 350' X 650' multi-use audience/performance area within the Grandstand Complex will coincide with an annual increase of approximately \$2,800 in Oshkosh storm water utility charges, Parks labor and equipment costs are anticipated to parallel past years' expenditures.

TOTAL EST. ANNUAL GRANDSTAND COMPLEX EXPENSES = \$27,800

NET REVENUES - estimate of potential revenues that may be realized as a result of the stage being built within the Grandstand Complex are as follows:

- First year of programming (2018): Although there would be a loss of approximately \$3,200 in annual race track related net revenue, a monetary commitment has been made by a party for the booking of several programs given the contingency that their use of the facilities would be allowed to be upgraded should the stage become available. Given this development, the County could realize an estimated gross revenue of between \$49,000 and \$64,000 as a direct result of improvements made within the Grandstand Complex. Said revenues also include the County's percentages of Pepsi and ATM sales.
2018 TOTAL EST. NET REVENUE = \$28,800
- Second and third years of programming (2019 and 2020): It is anticipated that there may be some combination of 1 – 2 small and 2 – 3 medium size events using the venue with a resulting estimated aggregate gross revenue of between \$55,000 and \$70,000 each year as a direct result of improvements made within the Grandstand Complex. Said revenues also include the County's percentages of Pepsi and ATM sales.
COMBINED 2019 AND 2020 TOTAL EST. NET REVENUE = \$60,400
- Subsequent years (2021 – 2027): It is anticipated that together with a combination of small and medium size events using the venue, there is a strong likelihood that one additional large multi-day event (i.e. festival) will also be booked at the Expo Center during this period. Given this scenario, the estimated aggregate gross revenue gained from the venue may range from between \$60,000 to \$85,000 per year as a direct result of improvements made within the Grandstand Complex. Said revenues also include the County's percentages of Pepsi and ATM sales.
2021 – 2027 TOTAL EST. NET REVENUE = \$350,000

Given the addition of the stage, the potential cumulative net revenue earnings for the Grandstand Complex at the end of the ten (10) year Life Promotions rental agreement is estimated to be at between **\$440,000±**.

*NOTE – Net revenue brought in from the race track over the same ten (10) year period is estimated to be \$33,000±.

EXHIBIT "C"

**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> | \$712.95 | \$712.95 | \$748.60 | \$786.03 | \$825.33 |
| | \$1,043.34 | \$1,043.34 | \$1,095.29 | \$1,150.29 | \$1,207.80 |
| | \$428.93 | \$428.93 | \$450.38 | \$472.90 | \$496.55 |
| Center Hall (Stevenson Hall) | \$457.92 | \$457.92 | \$480.82 | \$504.86 | \$530.10 |
| Center Hall & either wing | | | | | |
| West Wing | | | | | |
| South Wing | \$1,309.97 | \$1,309.97 | \$1,375.47 | \$1,444.24 | \$1,516.45 |
| Entire Building (<i>excluding</i> kitchen & ticket box office) | \$1,680.33 | \$1,680.33 | \$1,764.35 | \$1,852.57 | \$1,945.20 |
| Entire Building (<i>including</i> kitchen & ticket box office) | \$171.57 | \$171.57 | \$180.15 | \$189.16 | \$198.62 |
| Kitchen | | | | | |
| 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> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</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>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|-------------------------------------|-------------|-------------|-------------|-------------|-------------|
| <u>BARNs & ACCESSORY</u> | | | | | |
| <u>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

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|----------|----------|----------|----------|----------|
| 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., 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.

Permanent Stage—grandstand facility stage rental.

Dumpster rental—8yrd containers as per estimated attendance required. (other sizes available for rental)

(Per event utility fee applies.)

| | 2017 | 2018 | 2019 | 2020 | |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <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>Permanent Stage</u> | Negotiated per event. | Negotiated per event. | Negotiated per event. | Negotiated per event. | Negotiated per event. |
| Dumpster rental | \$180.00 | tbd | tbd | tbd | tbd |
| (Per event utility fee applies.) | | | | | |

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*

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|--|----------|----------|----------|----------|----------|
| 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)

*for use on parks premises only, items noted

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|--|--|--|--|--|
| (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 TV/DVD | \$30.00 | \$30.00 | \$35.00 | \$35.00 | \$35.00 |
| Bleachers (5 row x 15') | \$80.00 | \$80.00 | \$85.00 | \$85.00 | \$85.00 |
| Set up fee | \$30.00/ea. \$60.00 | \$30.00/ea. \$60.00 | \$50.00/ea. \$150.00 (3 unit Minimum) | \$50.00/ea. \$150.00 (3 unit Minimum) | \$50.00/ea. \$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 | \$2.00 | \$2.00 | \$2.50 | \$2.50 | \$2.50 |
| Portable power supply | \$.15/linear ft. | \$.15/linear ft. | \$.15/linear ft. | \$.15/linear ft. | \$.15/linear ft. |
| Portable PA system | \$75.00 | \$75.00 | \$80.00 | \$80.00 | \$80.00 |
| Set up fee | \$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 |
| Computer projector (mounted in South Wing of Exposition Building) | \$60.00 | \$60.00 | \$150.00 | \$150.00 | \$150.00 |
| | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |

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

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|--|------|------|------|------|
| <p><u>GROUNDS:</u></p> <p>A combination of facilities and grounds, other than as noted, may be negotiated as per Expo Manager.</p> | 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> | <p>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)</p> <p>20% of total rental fee/each day</p> | | | | |
| <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> | \$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> | <p>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.</p> | | | | |
| <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> | -10% | -5% | -0% | -0% | -0% |
| | \$26.25 | +5% | +5% | +5% | +5% |

GENERAL INFORMATION:

- A. All rates shown are per day rates unless otherwise noted as per event.
 - B. Balance due on first set up day (or date as determined by individual contract).
 - C. Non-profit group pricing for Winnebago County 4H and Winnebago County Farm Bureau for the Food Court Building Only.
 - D. Exclusive license holding sponsors are noted on the parks web site www.co.winnebago.wi.us/parks, certain restrictions may apply.
 - E. All contracts include up to 2 days set up and 1 day take down free of charge
 - 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.
 - G. Class B liquor licenses only. Temporary permit must be obtained through City of Oshkosh.
 - H. Liability insurance certificates are required for all Lessees as per exhibit A on web site www.co.winnebago.wi.us/parks.
-

1 213-112017

2 **RESOLUTION: Grant City of Oshkosh a Construction and Maintenance Easement for**
3 **Bus Shelter-Courthouse Campus**

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

7 **WHEREAS**, the City of Oshkosh has had a bus stop on Algoma Boulevard adjacent to the Orin King Building
8 and the Courthouse for many years; and

9 **WHEREAS**, the City of Oshkosh and Winnebago County have had numerous discussions regarding the
10 construction of a bus shelter on the site of the present bus stop on Algoma Boulevard; and

11 **WHEREAS**, said bus shelter would be beneficial to numerous individuals utilizing public transportation for
12 the purpose of visiting the Winnebago County Courthouse and Orin King Building; and

13 **WHEREAS**, pursuant to the proposed Easement Agreement, Winnebago County would construct a pad for
14 the bus shelter at its expense, and the City of Oshkosh would install the bus shelter upon the pad at its expense; and

15 **WHEREAS**, funds are presently included within the Facilities and Property Management budget for the
16 construction of said concrete pad; and

17 **WHEREAS**, your undersigned Committee believes that construction of said bus shelter would be in the
18 public's best interests.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 approves granting an easement and entering into an agreement with the City of Oshkosh for the construction of a
22 bus shelter adjacent to the Orin King Building located at 448 Algoma Boulevard in the City of Oshkosh.

23 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves the
24 Easement Agreement between Winnebago County and the City of Oshkosh for the construction of a bus shelter,
25 which is attached hereto and made a part of this Resolution by reference.
26

27
28 Respectfully submitted by:

29 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

30 Committee Vote: **5-0**

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

Easement

Document Number

Document Title

THIS Agreement is made this _____ day of _____, 2017,
by and between the WINNEBAGO COUNTY, Grantor, and CITY OF OSHKOSH,
Grantee,

- 1. **PURPOSE:** The County and City seek to improve the public transportation experience at the bus stop on this County property for those members of the public using the Courthouse and other County offices, County employees and staff, and any public transit rider finding this bus stop convenient. To help achieve this goal, the County will grant an Easement to the City so that the City can install a bus stop shelter and/or other transit-related facilities on the Bus Stop Shelter Property. The County will also grant an adjoining Maintenance Easement to the City to allow the City to more easily maintain its bus stop shelter and/or other transit-related facilities installed within the Easement Property.

| |
|--------------------------------|
| Recording Area |
| Name and Return Address |
| City Attorney's Office |
| PO Box 1130 |
| Oshkosh, WI 54903-1130 |

90701620000

Parcel Identification Number (PIN)

- 2. **EASEMENTS:** The County, its successors and assigns, gives and grants to the City, its successors and assigns, and the City accepts, two Easements over, under, and through the Properties described in this Easement Agreement. The City is allowed to use the Easements for purposes related to its public transit system and as more specifically described in this Easement Agreement. Easement uses include one Easement for the placement of a bus stop shelter and/or other transit related facilities, and a second, limited, Easement to provide extra space to the City so that the bus stop shelter can be maintained. Both Easements are subject to the rights and obligations described in this Easement Agreement.

- 3. **CONSIDERATION:** The sum of One and NO/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency are acknowledged. Both parties agree that each is giving and receiving material benefits exceeding monetary value. The County benefits from improved bus stop facilities for the public using the Courthouse and other City departments and facilities, as well as the general public that finds this bus stop to be convenient. The City benefits from providing improved bus stop facilities for its public transportation riders, whether accessing the County property and services or using this particular bus stop for convenience.

- 4. **PROPERTY:** The County's larger Property on which these Easements are located is described as follows:

Part of the Southeast 1/2 of Lot 1 and all of Lots 2, 3, and 4, and the East fifty feet (50') of Lot 5, and the Northeast twenty six feet (26') of the Southeast twenty six and one-quarter feet (26.25') of Lot 11, and the Northeast twenty six feet (26') of Lot 12, and all of Lots 13, 14, and 17, in Wright's Subdivision of Lot 2 Block 53, also Lots 1, 2, 3, 4, and 6, of the Replat of Jackson's Subdivision of Lot 3, Block 46, in the City of Oshkosh, Winnebago County, Wisconsin.

PIN: 90701620000

Street Address: 448 Algoma Boulevard, Oshkosh (part of County Courthouse property)

- 5. **EASEMENT PROPERTY – BUS SHELTER:** The Easement allowing use of County property by the City as a bus stop shelter ("Bus Stop Shelter Property") shall be over, under, and through the property identified as "Easement #1" in Exhibit A, attached, and is described as follows:

[SEE "EASEMENT #1 FOR BUS SHELTER", ATTACHED AS EXHIBIT A]

- 6. **EASEMENT PROPERTY - MAINTENANCE ACCESS:** The City will need extra space around the bus stop shelter to install, maintain, and repair the bus stop shelter and/or other transit-related facilities installed. Therefore, the County also grants to the City an adjoining Easement limited in use to allow the construction,

maintenance, and repair of the bus shelter and/or other transit-related facilities. This limited Easement allowing use of County property by the City for construction, maintenance, and repair of the bus stop shelter and/or other transit-related facilities (Maintenance Property) shall be over, under, and through property identified as "Easement #2" in Exhibit A, attached, and is described as follows:

[SEE "EASEMENT #2 FOR BUS SHELTER MAINTENANCE", ATTACHED AS EXHIBIT A]

7. LOCATION OF EASEMENTS: A map identifying the locations both the Bus Stop Shelter Property and the Maintenance Property is attached and incorporated into this Agreement as Exhibit B.
8. ACCESS RIGHTS: The City shall have the right to access and use the Bus Stop Shelter Property and the Maintenance Property for any purpose related to the terms and conditions described in this Agreement.
9. USE BUS SHELTER EASEMENT FOR PUBLIC ACCESS AND PURPOSE: The City shall have the right to fully use the Bus Stop Shelter Property for all purposes associated with its public transit system. The Bus Stop Shelter Property will be accessible by the public, and will be subject to any rules and regulations for the use of bus stops and/or bus stop shelters as the City may from time to time approve or authorize. The City shall have the right to access, survey, lay, construct, use, operate, maintain, repair, replace, relocate, and/or remove a bus stop shelter and/or other transit-related facilities that may be necessary to carry out the purpose of this Easement Agreement. The installation of the bus shelter, and the continued use of the Bus Stop Shelter Property as a bus stop, shall be at the discretion of the City. The public shall have the right to use any sidewalks, cement pad, and bus shelter on the Bus Stop Shelter Property in a manner consistent with use of other bus shelters within the City by the public and/or consistent with City's specific rules for this particular shelter.
10. USE OF BUS SHELTER MAINTENANCE EASEMENT: The City shall be allowed to use the Maintenance Property on a limited and temporary basis to carry out construction, maintenance, and repair activities for the bus shelter and/or other transit-related facilities. The City shall have the right to use this Maintenance Property only for construction, maintenance, and repair purposes. The Maintenance Property shall be used only for periods reasonably necessary to complete each construction, maintenance, or repair project. Construction and maintenance access shall include the initial construction, as well as subsequent maintenance, repair, and replacement completed by, or at the direction of, the City. The County may install landscaping, fencing, or structures in the Maintenance Property that are otherwise allowed by City Code and approved by the City. The City is allowed to deny such improvements if they would materially affect the City's ability to construct, maintain, or repair the bus shelter and/or other transit-related facilities. However, the City's approval shall not be unreasonably withheld. The City shall be responsible for repairing the Maintenance Property to the extent the City has caused damage.
11. CONSTRUCTION/MAINTENANCE: The County will install at its expense the concrete pad, and a retaining wall around the pad necessary for support, for the bus stop shelter on the Bus Stop Shelter Property. The City's Transit system, GoTransit, will reimburse the County for any City building permit or other City fees related to the installation of the concrete pad. The concrete pad installation shall be according to the City's specifications to allow the proper installation of the City's bus stop shelter. The City will install at its expense the bus stop shelter structure on the concrete pad. Once the concrete pad and shelter structure are installed, the City will be responsible for future maintenance, repair, and replacement, except to the extent caused by the willful or negligent actions of the County. The City will grade and seed the Bus Stop Shelter Property and the Maintenance Property when appropriate after the initial construction and if necessary after future maintenance. The County is responsible for regular maintenance of the grass and vegetation on both the Bus Shelter Property and the Maintenance Property surrounding the concrete pad and shelter structure. Included in the County's regular maintenance responsibilities are mowing, and snow and ice removal.
12. INTERFERENCE WITH EASEMENT: The County, its agents or assigns, shall not interfere in any way with the City's use of its Easements. In particular the County shall not alter the slope or elevation of the Easement Properties, alter the vegetation associated with the Easement Properties, or install or construct any structures or improvements within the Easement Properties. The County shall not place, pile, or move snow or ice onto the Easement Properties. Prohibited structures or improvements include, but are not limited to, temporary or permanent building structures, driveways, parking areas, sheds, change in elevations, vegetation except grass, landscaping or fences. Both parties have an interest in keeping the Easement Properties free of litter, debris, and

obstructions. Each party will be responsible for removing materials or objects on the Easement Properties that they are responsible for, whether directly, indirectly, or inadvertently.

13. **USE OF EASEMENT BY OTHERS:** The County agrees that the City may temporarily assign its ability to access the Easement Properties for construction, maintenance, and related purposes to any contractor, third party, or other assignee who demonstrates to the City sufficient competence and gives adequate assurances that any work to be performed in or around the Easement Properties shall be conducted in a skillful manner, and that the County's interest in the Easement Properties shall be protected to the same extent as if the City itself was performing the construction, maintenance, and related activities.
14. **DEFAULT:** If either the County or the City reasonably believes that the terms of this Easement Agreement have been breached, then written notification of the alleged breach shall be delivered to the other party. The breaching party shall have thirty (30) days to cure any actual breach. However, the City may take immediate action when it believes that conditions materially interferes with the lawful use of the Easement Properties and/or pose an immediate danger or hazard to the public.
15. **TERM:** The Easements are being granted for public purposes and uses as described in this Agreement for as long as the Easement Properties are being or will be used by the City as a public transit bus stop. The City will notify the County in writing when the City has officially decided that it will no longer use the Easement Properties for as a public transit bus stop. The actual termination of Easement rights shall occur at a reasonable time after the City has officially and permanently ceased using the Easement Properties as a public transit bus stop. Each party agrees to cooperate in providing the other appropriate documentation to reflect the termination of the Easements. The City shall remove the bus stop shelter structure and concrete pad at its expense upon the termination of these Easements. All rights, title and privileges herein granted, including benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the County and the City, their respective subdivisions, heirs, executors, administrators, successors, assigns, and legal representatives.
16. **WAIVER:** No delay or omission by any party to this Agreement in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed as a waiver of the right or power. A waiver by one party of an obligation required of the other party shall not be construed to be a waiver of any other terms or conditions in this Agreement.
17. **INVALIDITY:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
18. **NO THIRD PARTY BENEFICIARY:** The terms of this Agreement are for the benefit of the two parties identified, and it is not the intention of either the County or the City that other persons or entities shall acquire any claims by or through this Agreement.
19. **MUNICIPAL LIABILITY:** Nothing in this Agreement is intended as a waiver of the either parties' right or opportunity to rely upon the governmental limitations and immunities contained within Wisconsin law. Governmental immunities and limitations include, but are not limited to, Sections 345.05, 893.80, and 893.83, Wisconsin Statutes. Such damage limits, caps and immunities are intended to be preserved by the Grantor and the Grantee and are incorporated into this agreement by the governments and their agents, offices, and employees. Such limitations and immunities shall apply to any dispute related to this Agreement, even if the underlying statutory and/or common law limitation is based upon a tort.
20. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action regarding this Agreement shall be the Winnebago County, Wisconsin, Circuit Court or, if a federal court action, then the appropriate district and/or branch within which Winnebago County is located.
21. **NOTICES:** Any notices required by this Easement Agreement shall be in writing and delivered via certified mail, return receipt requested, as follows. Changes to these addresses shall be in writing. In addition to formal notification, both parties agree to take reasonable measures to keep the other party informed of issues or questions regarding the Easement Properties.

FOR THE GRANTOR:

Winnebago County
c/o Facilities Manager
1221 Knapp Street
Oshkosh, WI 54902

FOR THE GRANTEE:

City of Oshkosh
c/o Director of Public Works
P.O. Box 1130
Oshkosh, WI 54903-1130

22. **AUTHORITY:** The County and the City affirm that all necessary boards and elected officials have approved the granting and acceptance of this Easement Agreement, and that the undersigned have the authority to sign this Agreement.

SIGNATURE PAGE(S) FOLLOW

DRAFTED BY:
Attorney David J. Praska
Deputy City Attorney
Oshkosh, Wisconsin

IN WITNESS WHEREOF, said Grantor and Grantee have set their hand and seal the day and year first above written.

GRANTOR

WINNEBAGO COUNTY

By: _____
Mark Harris, County Executive

By: _____
Sue Ertmer, County Clerk

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2017, the above named Mark Harris, to me known to be such person who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2017, the above named Sue Ertmer, to me known to be such person who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

GRANTEE

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

By: _____
Pamela R. Ubrig, City Clerk

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2017, the above named Mark A. Rohloff and Pamela R. Ubrig of the City of Oshkosh, to me known to be such persons who executed the foregoing instrument and acknowledged the same, for the purpose herein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

APPROVED AS TO FORM:

Lynn A. Lorenson, City Attorney

July 14, 2017

Parcel 07-0162-0000
448 Algoma Boulevard

Easement #1 for Bus Shelter

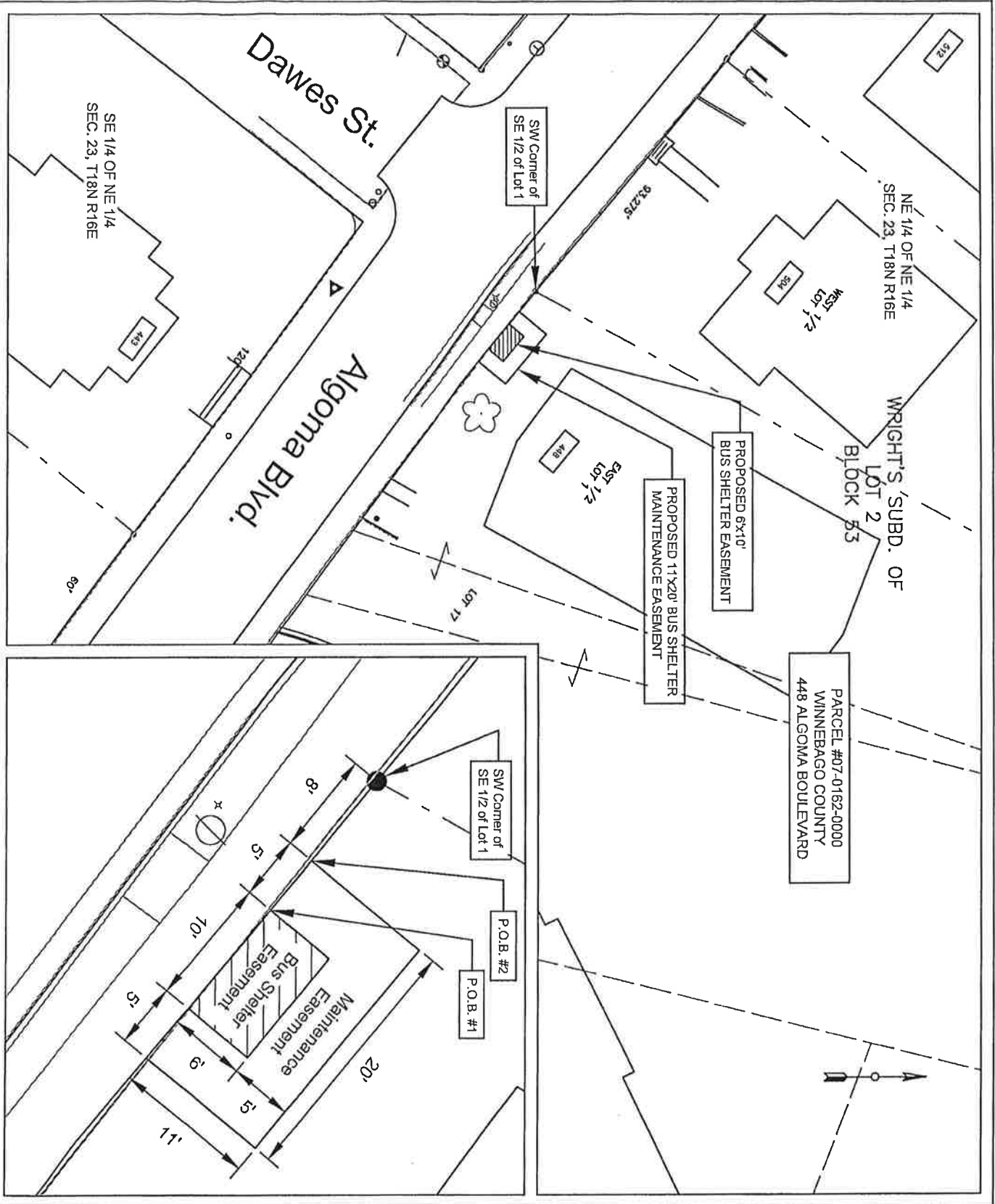
Part of SE 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 in the Northeast 1/4 of the Northeast 1/4 , Section 23, T18N R16E and in the Southeast 1/4 of the Northeast 1/4, Section 23, T18N R16E in the City of Oshkosh, Winnebago County.

Commencing at the Southwest corner of the Southeast 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 also being on the North line of Algoma Boulevard; thence Southeasterly 13.0 feet along the North line of Algoma Boulevard to the point of beginning #1; thence continuing Southeasterly 10.0 feet along the north line of Algoma Boulevard; thence Northeasterly 6.0 feet perpendicular to the North line of Algoma Boulevard; thence Northwesterly 10.0 feet along a line parallel to the north line of Algoma Boulevard; thence Southwesterly 6.0 feet perpendicular to the north line of Algoma Boulevard to a point on said north line and the point of beginning and containing 0.0013 acres (60 sq. ft.) of land.

Easement #2 for Bus Shelter Maintenance

Part of SE 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 in the Northeast 1/4 of the Northeast 1/4 , Section 23, T18N R16E and in the Southeast 1/4 of the Northeast 1/4, Section 23, T18N R16E in the City of Oshkosh, Winnebago County.

Commencing at the Southwest corner of the Southeast 1/2 of Lot 1 of Wright's Subdivision of Lot 2 of Block 53 also being on the North line of Algoma Boulevard; thence Southeasterly 8.0 feet along the North line of Algoma Boulevard to the point of beginning #2; thence Southeasterly 20.0 feet along the North line of Algoma Boulevard; thence Northeasterly 11.0 feet perpendicular to the North line of Algoma Boulevard; thence Northwesterly 20.0 feet along a line parallel to the north line of Algoma Boulevard; thence Southwesterly 11.0 feet perpendicular to the north line of Algoma Boulevard to a point on said north line and the point of beginning and containing 0.0050 acres (220 sq. ft.) of land.

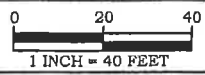


CITY OF OSHKOSH
ENGINEERING DIVISION

FILE NAME:
448 Algoma Blvd- Winnebago Co.
Bus Shelter Easements.dwg

DRAWN:
07-17-2017

GRAPHIC
SCALE: (IN FEET)



BUS SHELTER AND
SHELTER MAINTENANCE EASEMENTS
448 Algoma Boulevard

Exhibit B

1 214-112017

2 **RESOLUTION: Authorize Electric Underground Easement Between Winnebago County**
3 **and Wisconsin Public Service Corporation**

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

7 **WHEREAS**, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an
8 easement for the installation of underground installation operation maintenance repair replacement and extension of
9 underground electrical wires on the Winnebago County Courthouse campus; and

10 **WHEREAS**, your undersigned Facilities and Property Management Committee believes that granting said
11 easement is appropriate and necessary to provide electrical service to the Winnebago County Courthouse campus.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
13 authorizes execution of the Electric Underground Easement Agreement between Winnebago County and the
14 Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing
15 electrical service to the Winnebago County Courthouse campus. Said Agreement is attached hereto and made a
16 part of this Resolution herein by reference.
17

18
19 Respectfully submitted by:

20 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

21 Committee Vote: **5-0**

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

23

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

25

26

27

28

Mark L Harris
Winnebago County Executive

29807

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, by and between **Winnebago County Courthouse**, ("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 Southeast 1/2 of Lot 1 and all of Lots 2, 3, and 4, and the East fifty feet (50') of Lot 5, and the Northeast twenty six feet (26') of the Southeast twenty six and one-quarter feet (26.25') of Lot 11, and the Northeast twenty six feet (26') of Lot 12, and all of Lots 13,14, and 17, in Wright's Subdivision of Lot 2 Block 53, also Lots 1, 2, 3, 4, and 6, of the Re-plat of Jackson's Subdivision of Lot 3, Block 46, in the **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)
90701620000

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 Courthouse

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 Courthouse, 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 |
|------------------|---------------|-----------------|----------------------------------|--|
| November 7, 2017 | Winnebago | City of Oshkosh | | 90701620000 |
| Real Estate No. | WPSC District | WR# | WR Type | IFRIS |
| 29807 | 040 | 2579811 | ERU Electric Relocate or Upgrade | Electric Systems-Non Flat Rate Underground |

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

NORTH

12 FOOT WIDE EASEMENT

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



1 215-112017

2

3 **ORDINANCE: Amend Section 1.12(7)(a) of the General Code of Winnebago County**

4

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

6 **WHEREAS**, § 59.10(3)(f), Wis Stats, authorizes county boards of supervisors to establish a per diem for
7 county board members to be next elected; and

8 **WHEREAS**, nomination papers for the next County Board may be submitted to the Winnebago County Clerk
9 beginning on December 1, 2017; and

10 **WHEREAS**, any change to the compensation for the next County Board must be made prior to that date; and

11 **WHEREAS**, the present per diem for Winnebago County Board Members is \$66 for a full day meeting and
12 \$44 for a half day meeting; and

13 **WHEREAS**, no increase in the per diem rate for County Board members has been made since November
14 2007; and

15 **WHEREAS**, appropriations were included in the 2018 Winnebago County Board Budget for increasing the
16 per diem for County Board members to \$75 for a full day meeting and \$50 for a half day meeting; and

17 **WHEREAS**, your undersigned Supervisor believes that said increase is appropriate at the present time as
18 there has been no increase in county board per diem rates since 2007.

19 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors that Section
20 1.12(7)(a) of the General Code of Winnebago County be amended to read as follows:

21 **1.12 PER DIEM, MILEAGE EXPENSES REQUIREMENT: COUNTY BOARD OF**
22 **SUPERVISORS. . .**

23
24 (7) Per diem and expenses shall be reimbursed while attending meetings for the Winnebago County Board of
25 Supervisors as follows:

26 (a) Per Diem

27 ½ day meeting (one or more meetings

28 totaling 4 hours or less)..... ~~\$ 44.00~~ \$ 50.00

29 Full day meeting ~~\$ 66.00~~ \$ 75.00

30 Monthly County Board meeting ~~\$ 66.00~~ \$ 75.00

31 Maximum allowable per diem per day ~~\$ 66.00~~ \$ 75.00

32 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that the amendment to said
33 Ordinance shall take effect as of the election and swearing in of the next County Board, which shall take place on
34 April 17, 2018.

35 Respectfully submitted by:

36 **HAROLD SINGSTOCK, District 23**

37 Committee Vote: _____

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

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

41
42 _____
43 Mark L Harris
44 Winnebago County Executive

1 216-112017

2 **RESOLUTION: Support Preservation of Tax Deduction for State and Local Taxes on**
3 **Federal Income Tax Returns**

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

7 **WHEREAS**, the Federal deduction for State and local taxes has been a fixture in the Federal Tax Code for
8 more than 100 years; and

9 **WHEREAS**, that deduction guards against double taxation of households and protects the fiscal integrity of
10 State and local governments; and

11 **WHEREAS**, any changes to this deduction would undermine the fundamental principles of our federalism
12 and create a slippery slope that would subject said deduction, if limited in any way, to continued erosion whenever
13 the Federal Government needs more money, at the expense of 44 million middle class households and homeowners
14 who now claim this deduction; and

15 **WHEREAS**, the elimination of the State and local income tax deduction is one of the largest sources of
16 revenue in the "Big Six" tax plan, estimated at \$1.3 trillion dollars taken from 44 million households; and

17 **WHEREAS**, any compromise of this deduction is sure to cause millions of tax payers to pay higher taxes and
18 potentially undermine State and local governments.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 indicates its opposition to any limitation or removal of the State and local tax deduction from the Internal Revenue
22 Code.

23
24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of this Resolution
25 shall be transmitted by the Winnebago County Clerk to all Wisconsin members of the United States House of
26 Representatives and to the Offices of Senator Tammy Baldwin and Senator Ron Johnson.

27
28 Respectfully submitted by:

29 **LEGISLATIVE COMMITTEE**

30 Committee Vote: **13-0**

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

32

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

34

35

36

37

Mark L Harris
Winnebago County Executive

1 217-112017

2 **RESOLUTION: Support Assembly Bill 409: Marijuana Possession Penalties**

3
4
5

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

6 **WHEREAS**, current law prohibits a person from possessing or attempting to possess marijuana. A person
7 who is convicted of violating the prohibition may be fined not more than \$1,000 or imprisoned for not more than six
8 months, or both, for a first conviction, and is guilty of a Class 1 felony for a second or subsequent conviction; and

9 **WHEREAS**, Assembly Bill 409 reduces the forfeiture to \$100 for possessing or attempting to possess not
10 more than 10 grams of marijuana and eliminates the increase in penalty if second or subsequent violations involve
11 not more than 10 grams of marijuana; and

12 **WHEREAS**, the undersigned Legislative Committee recommends the passage of Assembly Bill 409.

13
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 supports Assembly Bill 409 reducing the forfeiture to \$100 for possessing or attempting to possess not more than 10
16 grams of marijuana and eliminating the increase in penalty if second or subsequent violations involve not more than
17 10 grams of marijuana.

18
19 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the
20 Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of
21 Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

22

23 Respectfully submitted by:

24

LEGISLATIVE COMMITTEE

25 Committee Vote: **13-0**

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

27

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

29

30

31

32

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Oppose Senate Bill 54: Probation Revocation**

3
4

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

6 **WHEREAS**, Senate Bill 54 has been introduced to amend the State Statutes to require the Department of
7 Corrections (DOC) to recommend revoking a person’s extended supervision, parole, or probation if the person is
8 charged with a crime while on extended supervision, parole, or probation. This legislation, as drafted, could result in
9 predictable unjust outcomes causing increased incarceration at an increased cost to the State and counties. The
10 DOC estimates this legislation could result in an increase of 5,570 revocation cases each year; and

11 **WHEREAS**, more individuals would be occupying county jails without reimbursement from the DOC; and

12 **WHEREAS**, essentially this Bill is an unfunded mandate to Wisconsin county jails; and

13 **WHEREAS**, it is estimated that this Bill could result in increased operations costs (excluding possible
14 construction costs) to the DOC of \$51.9 million during the first year of enactment and permanent increased
15 operations costs of approximately \$149.3 million after the population is annualized during the second year of
16 enactment.

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 opposes Senate Bill 54.

20
21 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the
22 Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of
23 Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

24

25 Respectfully submitted by:

26 **LEGISLATIVE COMMITTEE**

27 Committee Vote: **13-0**

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

29

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

31

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33

34

Mark L Harris
Winnebago County Executive

1 219-112017

2 **RESOLUTION: Oppose Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374**
3 **Relating to Vehicle Registration Fees**

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

7 **WHEREAS**, current State law allows local governments, including counties, to enact ordinances imposing an
8 annual municipal or county registration fee on all motor vehicles; and

9 **WHEREAS**, although State law has allowed local registration fees since 1967, few local governments have
10 imposed local registration fees until relatively recently when more local governments adopted vehicle registration
11 fees to offset shrinking state and federal transportation dollars and to repair deteriorating roads; and

12 **WHEREAS**, the fees that are collected are required to be used for transportation-related purposes only; and

13 **WHEREAS**, Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 provide that a county or municipal
14 registration fee may be continued or imposed only if approved by a majority of electors voting in a referendum at a
15 regularly scheduled election; and

16 **WHEREAS**, the registration fee may only continue if such a referendum is approved by a majority of the
17 electorate; and

18 **WHEREAS**, this is another attempt to eliminate or reduce local control of government.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 strongly opposes Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 and recommends that Sections 52
22 and 53 be removed from Assembly Bill 456 and Senate Bill 374 prior to consideration by the Wisconsin State
23 Legislature.

24
25 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the
26 Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of
27 Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

28
29 Respectfully submitted by:

30 **LEGISLATIVE COMMITTEE**

31 Committee Vote: **13-0**

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

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

35
36 _____
37 Mark L Harris
38 Winnebago County Executive

1 220-112017

2 **RESOLUTION: Authorize the Hiring of Boldt Technical Services to Perform the**
3 **Architectural Engineering Work Related to the Capital Project to Design**
4 **the Winnebago County Community Based Residential Facility**

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

8 **WHEREAS**, the current facilities for the County’s Community Based Residential Facility are owned by the
9 City of Oshkosh Housing Authority and have reached the end of their useful life and are in need of a significant
10 amount of capital improvements to remain in use, and

11 **WHEREAS**, the County Board has previously approved the Capital Project and funding to hire an architect to
12 accomplish the detailed design, and

13 **WHEREAS**, several architectural firms have submitted proposals through the Request for Proposal process,
14 and

15 **WHEREAS**, it is the recommendation of the Facilities and Property Management Committees and County
16 Executive Mark Harris that Boldt Technical Services be hired to perform the architectural engineering work on the
17 new Community Based Residential Facility, and

18 **WHEREAS**, Boldt Technical Services shall be paid a fee not to exceed \$129,600.00, and

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 approves the hiring of Martin Riley Architects-Engineers to be funded from the previously approved funding for the
21 design of the Capital project

22 Respectfully submitted by:

23 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

24 Committee Vote: **4-1**

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

26

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

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Mark L Harris
Winnebago County Executive