

JULIE A. BARTHELS
Winnebago County Clerk
112 Otter Avenue, P.O. Box 2806
Oshkosh, WI 54903-2806

NOTICE OF COMMISSION, BOARD OR COMMITTEE MEETING

Name of Committee: Parks & Recreation Committee
Date & Time of Meeting: Tuesday, October 10th, 2023 at 10:00am
625 E Cty Rd Y
Oshkosh, WI 54901
Volunteer Room

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 246 033 658 755

Passcode: gmF7FR

SUBJECT MATTER OF THE MEETING

1. Call to order
2. Approval of Agenda
3. Approval of August 8th, 2023 Meeting Minutes
4. Approval of August 29th, 2023 Meeting Minutes
5. Public Comment
6. **Presentation** – Comprehensive Outdoor Recreation Plan by MSA Professional Services
7. **Budget Presentation** - 2024 Parks Executive Budget
8. **Presentation** – Sunnyview Expo Sign Lease – Sign Design
9. **Discussion/Action** – Budget Amendment – Plow Blade
10. **Discussion/Action** – 5 Year Expo Contract – Winnegamie Dog Club
11. **Discussion/Action** – 3 Year Expo Contract – Take a Kid Hunting Foundation
12. Park Director Updates
 - Grundman Boat Landing Construction Update
 - Netzer Home Project Update
13. Next Meeting Date:
14. Future Agenda Items:
15. Adjournment

Upon request, provisions will be made for people with disabilities upon 24 hours prior notice to the Office of the County Clerk. Phone Number: 232-3430.

Parks & Recreation Committee Meeting Minutes

Date & Time of Meeting: Tuesday, August 8, 2023 at 10 a.m.

Location: J.P. Coughlin Center

Present: Steve Binder, Karen Powers, Joshua Belville, Rachael Dowling

Also Present: Adam Breest, Kyle Vergin, Justin DeJager

Absent: James Ponzer

1. Call to order:

Karen Powers called the meeting to order at 10:04 a.m.

2. Approval of Agenda:

Steve Binder moved to approve the agenda and Joshua Bellville seconded.

Motion carried 4-0.

3. Approval of July 11, 2023 Minutes:

Joshua Bellville made a correction. The final adjournment vote should be adjusted to 4-0 because he was not in attendance.

Joshua Bellville moved to approve the minutes and Steve Binder seconded with the correction on the adjournment vote.

Motion carried 4-0.

4. Public Comment:

5. No Comment

6. **Project Update** – Grundman Boat Landing Construction

Adam Breest gave an update on the construction project. Construction has been going on for about 1 month. Dredging has been completed. Dewatering for the landing construction is complete. Janke has begun pouring the concrete for the landings. The seawall on the south side was installed. The project is on schedule.

7. **Presentation** – Comprehensive Outdoor Recreation Plan – MSA

Adam Breest gave an update MSA is going to host an all-day Community Park Master Plan session on August 29. The Parks Committee will be invited to a section of this session to provide feedback on the master plan for the Community Park. Lunch will be provided. We only had 7 people attend the first public informational session on August 1. We have about 450 surveys to date. Our goal is to receive over 500 surveys completed.

8. **Presentation** – Automated Pay Stations – Spirit Fund Request

Adam Breest gave an update on the request to the Spirit Fund Committee for the automated pay stations at the 7 boat landings. The item is on the agenda for the Spirit Committee on August 10. If the pay stations are approved, the resolution will then be on the September 19 County Board meeting. The pay stations could still be installed before next season.

9. **Discussion/Action – Sunnyview Exposition Sign Lease**

Adam Breest gave an overview of the changes made since the July meeting. He also clarified that the 10% of screentime is being given to the County to use as we see fit. We will be able to make changes and modifications to what is put on the screen 2-3 times per month. We will most likely advertise the events taking place in the parks and at the expo.

Discussion was had about the design not being the correct dimensions.

Rachael Dowling moved pending a better rendering of the sign to approve the Sunnyview Exposition Sign Lease with the removal of "no less" on line 32 within the agreement. Joshua Bellville seconded.

Motion carried 4-0.

10. **Discussion/Action – Waukau Dam MOU**

Adam Breest gave a brief overview of the MOU. He said that he sent the agreement to NEWT.

Rachael Dowling moved approve the Waukau Dam MOU. Joshua Bellville seconded.
Motion carried 4-0.

11. **Committee Comments**

Steve Binder – Would like the pond at Ken Robl treated for weeds. Would like a meeting with Solid Waste

Rachael Dowling – No comment.

Karen Powers – No comment

Josh Belville – No comment.

12. **Next Meeting Date:**

Tuesday, August 29, 2023 at 10 a.m.

13. **Future Agenda Items:**

No comment.

14. **Adjournment**

Joshua Bellville made the motion to adjourn, and it was seconded by Steve Binder.
Motion carried 4-0. Meeting adjourned at 11: 33 a.m.

Respectfully Submitted,
Adam Breest

Parks & Recreation Committee Meeting Minutes

Date & Time of Meeting: Tuesday, August 29, 2023 at 10 a.m.

Location: J.P. Coughlin Center

Present: Steve Binder, Jim Ponzer, Karen Powers, Josh Belville, Rachael Dowling

Also Present: Adam Breest, Kyle Vergin, and 3 members from MSA Professional Services.

1. Call to order:

Karen Powers called the meeting to order at 10 a.m.

2. Approval of Agenda:

Jim Ponzer moved to approve the agenda and Steve Binder seconded.

Motion carried 5-0.

3. Community Park Master Plan Workshop

Dan Schmitt from MSA Professional Services introduced himself and introduced the Community Park Master Plan. He explained that MSA staff met with County Staff earlier in the morning. Park staff toured the Community Park with MSA and provided insight and input as to what is working well at the Community Park, what amenities are well utilized, and what areas of the park need improvement or repair.

Dan Schmitt then explained that the purpose of the workshop is get feedback and perform a SWAT analysis with the Parks Committee. The goal is to incorporate feedback from the Parks Committee into the finale master plan.

For the next hour and a half, the Parks Committee provided their feedback on the Community Park. The feedback included but was not limited to some of the following comments.

- More wayfinding within the park
- Better bathroom access
- Improvement to the playgrounds
- More adaptive play
- Improve the pavilion area to provide kayaking, swimming opportunities, and a better indoor rental location.
- Open the pond for swimming.
- Add a splashpad to the park.
- More trees and more plantings
- Update softball field
- Baby changing stations in all the bathrooms.
- Sledding hill
- Lights on soccer fields or create a premier field.

4. Adjournment

James Ponzer made the motion to adjourn and it was seconded by Karen Powers.
Motion carried 3-0. (Dowling and Bellville left before adjournment) Meeting adjourned at
1:52pm

Respectfully Submitted,
Adam Breest

PARKS

General Fund – Division: 065
2024 BUDGET NARRATIVE

DEPARTMENT HEAD: Adam Breest
LOCATION: Winnebago County Parks Department
James P. Coughlin Center
625 East County Road Y, Suite 500
Oshkosh, WI 54901

TELEPHONE: (920) 232-1961

The parks system provides for the physical maintenance and development of County-owned park lands; facilitate recreational programming; promote and encourage the recreational use of the County-owned park lands and facilities; provide access to, and navigation aids for, the major bodies of water; provide multi-use recreation trails; and promote the use of the County Exposition grounds for the annual County Fair and other special events.

PROGRAMS:

- Boat Landings - Grounds Maintenance
- Buoy System - Installation and Maintenance
- Community Park - Athletic Field/Court Maintenance
- Community Park - Shelter Rentals
- County Board and Committee Support
- General Park - Customer Assistance
- General Park - Dog Park Maintenance
- General Park - Forestry Management
- General Park - Graffiti Removal and Vandalism Control and Repair
- General Park - Park Amenity Maintenance
- General Park - Park Weed Control
- General Park - Program Marketing
- General Park - Recreational Programming
- General Park - Snowmobile Trail Maintenance
- General Park - Special Event Support
- General Park - Turf Management
- Multi-Purpose Trails - County Trail Maintenance
- Nature Preserves - Park Maintenance
- Sunnyview Expo - Grounds Maintenance
- Sunnyview Expo Grounds - Private Event Management

SINCE THE LAST BUDGET:

The parks department hosted several major events in the park system including a collegiate baja race on the Netzer Property and the Pyrotechnics Guild International Annual Conference. These events brought in new revenue to the system. The system also increased participation in BAGO 920, an initiative to get residents outside for 920 hours each year. The initiative provides opportunities each month for outdoor recreation.

LOOKING AHEAD TO 2024:

The Parks Department is planning to implement the Comprehensive Outdoor Recreation Plan with an outside consultant that will be adopted in February of 2024 and will be incorporated into future operational budgets. Plans to increase rental revenue for Sunnyview Expo Center are in place, rentals have increased over the last two years and staff are maximizing use and space to allow multiple users to use the facility at one time.

COUNTY EXECUTIVE CHANGES FROM DEPARTMENT REQUEST:

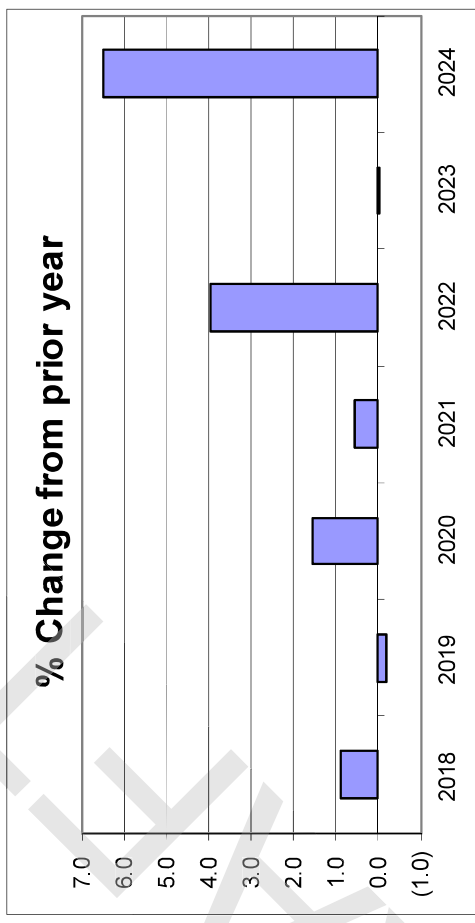
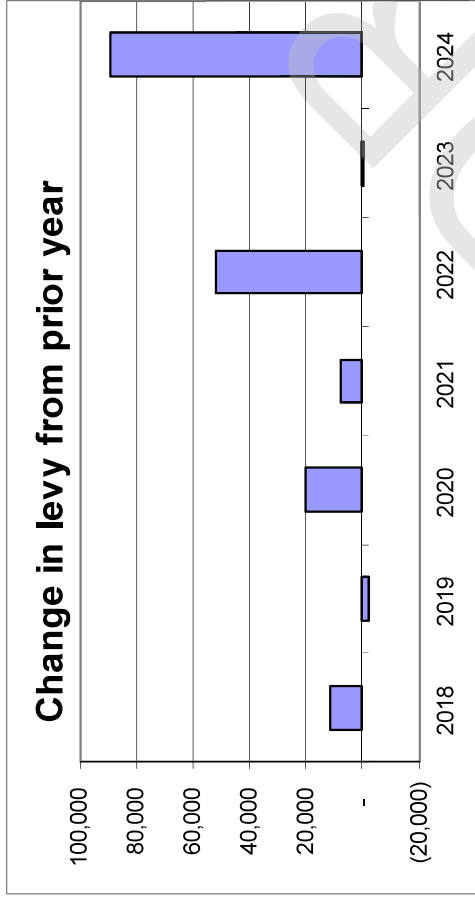
The county executive did not include a request to add a caretaker to the table of organization. The department is working toward a maintenance plan and master plan of the parks system. The county executive also did not include a request for a fiscal health consultant. The county executive is recommending a management analyst in the finance department. This type of project is the reason we need a management analyst county wide for several projects and county wide fiscal health reviews.

DEPARTMENT STAFFING:

There is no change to the staffing table for 2024. The Table of Organization of Classified Positions can be found in the Overview section.

COUNTY LEVY:

The 2024 net levy is \$1,457,269 an increase of \$88,974 or 6.50% over 2023. A schedule of significant changes follows.



SIGNIFICANT CHANGES FROM 2023 ADOPTED - Parks

Account	Amount	Description
Significant changes from 2023		
Tax Levy 2023	\$ 1,368,295	
Significant changes to revenues:		
Rental Revenues	(41,500)	Increase based on anticipated increase in rental contracts for Sunnyview Expo Center.
Significant changes to expenses:		
Labor (Wages & Fringe Benefits)	95,108	Increase based on wage adjustments that were put into place in Q2 2023 from the recommendations of McGrath consulting on the County-wide wage study.
Capital - Equipment	(90,000)	Decrease based on less capital equipment needs in 2024. In 2024, Parks has a trail groomer (\$25,000) and landscape trailer (\$10,000) and Parks-Expo has a floor scrubber (\$20,000) budgeted.
Maintenance Vehicles	(15,000)	Decrease based on the Highway Department availability to perform less maintenance due to staffing issues.
Professional Service	(35,000)	Decrease based on 2023 budget including the Comprehensive Outdoor Recreation plan. Nothing is budgeted in this account for 2024.
Unassigned general fund balance applied	130,000	In 2023, \$130,000 of unassigned general fund balance was applied to purchase a replacement mower (\$95,000 in capital equipment) and the Comprehensive Outdoor Recreation plan (\$35,000 in professional service). For the 2024 budget, no unassigned general fund balance will be applied.
Other small changes	45,366	This is a combination of small increases and decreases to revenue and expense accounts.
Tax Levy 2024	\$ 1,457,269	

**Financial Summary
Parks (Excludes Boat Launch)**

Items	2023 6-Month Actual	2023 12-Month Estimate	2023 Adopted Budget	2023 Adjusted Budget	2024 Executive Budget
Total Revenues	292,480	363,842	325,173	337,673	363,244
Labor	456,242	941,565	936,565	936,565	1,031,673
Travel	2,340	3,425	4,175	4,175	4,600
Capital	-	145,000	145,000	145,000	55,000
Other Expenditures	310,409	767,731	737,728	806,417	729,240
Total Expenditures	768,991	1,857,721	1,823,468	1,892,157	1,820,513
Levy Before Fund Balance Adjustment			1,498,295		1,457,269
Unassigned General Fund Balance Applied			(130,000)		-
Net Levy After Fund Balance Adjustment			1,368,295		1,457,269

Winnebago County

Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Division - 065 - Parks										
Interfund Revenue:										
Rental Revenue	65011	0	0	56,368	0	0	8,130	0	0	0.00%
Interfund Revenue Subtotal:		0	0	56,368	0	0	8,130	0	0	0.00%
Total Operating Revenue:		135,829	448,883	407,424	314,673	327,173	358,842	360,244	360,244	14.48%
Misc Revenues:										
Sale Of Prop Equip	48104	6,745	0	13,586	4,000	4,000	4,000	2,000	2,000	-50.00%
Sale of Scrap	48106	112	0	0	0	0	0	0	0	0.00%
Other Miscellaneous Revenues	48109	2,940	4,782	122	5,000	5,000	0	0	0	-100.00%
ATM Revenue	48111	0	386	991	1,500	1,500	1,000	1,000	1,000	-33.33%
Misc Revenues Subtotal:		9,797	5,168	14,698	10,500	10,500	5,000	3,000	3,000	-71.43%
Total Non-Operating Revenue:		9,797	5,168	14,698	10,500	10,500	5,000	3,000	3,000	-71.43%
Revenue Total:		145,625	454,050	422,123	325,173	337,673	363,842	363,244	363,244	11.71%
Expense										
Wages:										
Regular Pay	51100	541,132	536,593	550,703	594,059	594,059	623,325	684,414	653,526	10.01%
Temporary Employees	51101	77,964	37,447	40,920	70,000	70,000	57,980	60,000	60,000	-14.29%
Overtime	51105	3,075	7,511	3,748	5,000	5,000	9,000	10,000	10,000	100.00%
Comp Time	51108	0	0	241	0	0	1,162	0	0	0.00%
Wages Subtotal:		622,171	581,552	595,611	669,059	669,059	691,467	754,414	723,526	8.14%

Winnebago County

Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Division - 065 - Parks										
Fringes Benefits:										
FICA Medicare	51200	45,602	43,137	43,634	51,184	51,184	52,961	57,713	55,350	8.14%
Health Insurance	51201	136,207	139,845	161,681	159,691	159,691	156,850	193,969	179,781	12.58%
Dental Insurance	51202	6,997	7,281	8,219	8,305	8,305	7,985	9,346	8,664	4.32%
Workers Compensation	51203	3,530	6,706	8,162	5,105	5,105	5,325	17,351	16,641	225.97%
Unemployment Comp	51204	240	(240)	0	0	0	0	0	0	0.00%
WI Retirement	51206	35,647	34,185	35,332	39,827	39,827	42,998	46,112	43,981	10.43%
Fringe Benefits Other	51207	3,360	2,494	2,814	3,394	3,394	3,187	3,903	3,730	9.90%
Fringes Benefits Subtotal:		231,583	233,408	259,842	267,506	267,506	269,306	328,394	308,147	15.19%
Total Labor:		853,754	814,959	855,453	936,565	936,565	960,773	1,082,808	1,031,673	10.15%
Travel:										
Registration Tuition	52001	1,451	778	2,287	2,275	2,275	2,275	2,500	2,500	9.89%
Meals	52005	0	0	120	300	300	150	300	300	0.00%
Lodging	52006	0	0	1,404	1,600	1,600	1,000	1,800	1,800	12.50%
Taxable Benefit	52008	0	0	23	0	0	0	0	0	0.00%
Travel Subtotal:		1,451	778	3,833	4,175	4,175	3,425	4,600	4,600	10.18%
Total Travel:		1,451	778	3,833	4,175	4,175	3,425	4,600	4,600	10.18%
Capital Outlay:										
Improvements	58002	16,155	409,748	56,324	0	0	0	0	0	0.00%
Equipment	58004	156,050	262,531	49,217	145,000	145,000	145,000	95,000	55,000	-62.07%
Capital Outlay Subtotal:		172,205	672,279	105,540	145,000	145,000	145,000	95,000	55,000	-62.07%
Total Capital:		172,205	672,279	105,540	145,000	145,000	145,000	95,000	55,000	-62.07%

Winnebago County

Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Division - 065 - Parks										
Office:										
Office Supplies	53000	800	1,128	1,388	900	900	900	900	900	0.00%
Stationery and Forms	53001	22	26	46	100	100	50	50	50	-50.00%
Printing Supplies	53002	98	170	434	200	200	200	200	200	0.00%
Print Duplicate	53003	0	0	0	50	50	50	50	50	0.00%
Postage and Box Rent	53004	3	193	127	200	200	200	200	200	0.00%
Computer Software	53006	0	6,180	5,452	5,600	5,600	5,600	5,300	5,300	-5.36%
Telephone	53008	7,213	8,585	7,313	8,200	8,200	8,200	8,200	8,200	0.00%
Print Duplicate	73003	1,514	1,019	719	2,000	2,000	1,000	1,000	1,000	-50.00%
Postage and Box Rent	73004	89	39	0	200	200	50	50	50	-75.00%
Computer Licensing Charge	73006	0	0	1,700	1,601	1,601	1,601	4,103	4,103	156.28%
Office Subtotal:		9,740	17,341	17,179	19,051	19,051	17,851	20,053	20,053	5.26%
Operating:										
Advertising	53500	7,079	1,342	1,400	3,500	3,500	3,500	3,500	3,500	0.00%
Subscriptions	53501	150	150	0	150	150	0	0	0	-100.00%
Membership Dues	53502	1,062	1,196	885	1,300	1,300	1,000	1,000	1,000	-23.08%
Household Supplies	53516	4,205	0	0	0	0	0	0	0	0.00%
Uniforms Tools Allowance	53517	1,690	817	945	1,000	1,000	1,000	1,000	1,000	0.00%
Food	53520	0	0	181	100	100	150	100	100	0.00%
Small Equipment	53522	18,643	11,204	16,518	30,100	47,015	45,328	35,100	35,100	16.61%
Recreation Supplies	53529	1,089	21,124	27,998	25,000	25,000	24,700	29,700	29,700	18.80%
Other Operating Supplies	53533	2,145	1,215	2,123	1,550	1,550	1,550	1,550	1,550	0.00%
Motor Fuel	53548	5,560	12,849	21,881	16,500	16,500	15,000	15,000	15,000	-9.09%
Equipment Rental	53551	4,672	6,471	6,456	6,750	6,750	6,420	8,000	8,000	18.52%
Operating Licenses Fees	53553	953	605	605	770	770	620	630	630	-18.18%
Property Taxes	53562	134	6	170	0	0	0	0	0	0.00%
Small Equipment Technology	53580	6,448	1,156	241	0	0	625	100	100	100.00%
Motor Fuel	73548	9,478	11,395	16,131	13,000	13,000	13,000	13,000	13,000	0.00%
Operating Subtotal:		63,307	69,530	95,535	99,720	116,635	112,893	108,680	108,680	8.99%

Winnebago County

Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Division - 065 - Parks										
Repairs & Maint:										
Maintenance Buildings	54020	19,600	13,315	15,684	16,000	16,000	19,000	19,000	19,000	18.75%
Maintenance Grounds	54021	25,215	14,025	12,162	20,500	33,000	28,000	20,500	20,500	0.00%
Maintenance Equipment	54022	3,515	7,216	16,729	19,350	19,350	15,350	15,350	15,350	-20.67%
Maintenance Vehicles	54023	0	180	857	0	0	750	750	750	100.00%
Sign Parts Supplies	54027	60	0	0	0	0	0	0	0	0.00%
Other Maint Supplies	54028	0	0	30	100	100	100	100	100	0.00%
Equipment Repairs	54029	2,218	301	36	0	0	0	0	0	0.00%
Maintenance Grounds	74021	29,519	36,047	39,998	33,000	33,000	34,000	33,500	33,500	1.52%
Maintenance Vehicles	74023	0	0	24,559	45,000	45,000	25,000	30,000	30,000	-33.33%
Technology Repair and Maintain	74029	29,539	28,739	396	363	363	363	363	363	0.00%
Repairs & Maint Subtotal:		109,666	99,823	110,450	134,313	146,813	122,563	119,563	119,563	-10.98%
Utilities:										
Heat	54700	16,249	23,010	34,943	33,300	33,300	39,000	40,310	40,310	21.05%
Power and Light	54701	56,416	78,011	90,412	86,660	86,660	76,660	83,176	83,176	-4.02%
Water and Sewer	54702	82,084	95,979	104,959	101,000	101,000	101,000	108,070	108,070	7.00%
Refuse Collection	54703	2,349	12,106	13,465	14,900	14,900	14,600	14,600	14,600	-2.01%
Refuse Collection	74703	620	75	0	0	0	0	0	0	0.00%
Utilities Subtotal:		157,719	209,181	243,780	235,860	235,860	231,260	246,156	246,156	4.37%

Winnebago County

Budget Detail - 2024

Description	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Division - 065 - Parks									
Contractual Services:									
Medical and Dental	468	927	1,675	2,000	2,000	2,000	2,000	2,000	0.00%
Pest Extermination	0	210	160	300	300	300	300	300	0.00%
Vehicle Repairs	7,450	2,365	17,226	7,000	7,000	21,780	20,000	20,000	185.71%
Grounds Maintenance	92,131	84,429	107,663	141,000	141,000	124,000	135,230	135,230	-4.09%
Building Repairs	13,674	14,688	16,364	17,000	17,000	17,500	21,500	21,500	26.47%
Professional Service	26,801	2,958	49,416	35,000	54,274	50,000	20,000	0	-100.00%
Janitorial Services	4,700	4,501	5,918	5,100	5,100	6,200	6,200	6,200	21.57%
Management Services	98	0	0	0	0	0	0	0	0.00%
Security Service	10,578	3,151	1,494	2,500	2,500	2,500	2,500	2,500	0.00%
Professional Services	0	0	0	0	20,000	20,000	0	0	0.00%
Contractual Services Subtotal:	155,901	113,229	199,916	209,900	249,174	244,280	207,730	187,730	-10.56%
Insurance Expenses:									
Prop Liab Insurance	20,388	31,836	37,408	38,884	38,884	38,884	47,058	47,058	21.02%
Insurance Expenses Subtotal:	20,388	31,836	37,408	38,884	38,884	38,884	47,058	47,058	21.02%
Total Other Operating:	516,720	540,940	704,268	737,728	806,417	767,731	749,240	729,240	-1.15%
Expense Total:	1,544,130	2,028,957	1,669,095	1,823,468	1,892,157	1,876,929	1,931,648	1,820,513	-0.16%
Parks Net/(Levy):	(1,398,505)	(1,574,906)	(1,246,972)	(1,498,295)	(1,554,484)	(1,513,087)	(1,568,404)	(1,457,269)	-2.74%
Unassigned General Fund Balance Applied:	0	0	0	130,000	130,000	0	0	0	-100.00%
Parks Net/(Levy):	(1,398,505)	(1,574,906)	(1,246,972)	(1,368,295)	(1,424,484)	(1,513,087)	(1,568,404)	(1,457,269)	6.50%

**WINNEBAGO COUNTY
CAPITAL OUTLAY - 2024**

<u>Department</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Capital Outlay</u>
Parks -				
Admin -	Trail Groomer	1	25,000	25,000
	Landscape Trailer	1	10,000	10,000
Expo -				
	Sunnyview Expo Floor Scrubber	1	20,000	20,000
		3		55,000

BOAT LANDING 2024 BUDGET NARRATIVE

The Boat Launch Fee program is a program that started several years ago. The County instituted a fee for people to launch boats onto Winnebago County waterways. The intent of this was to establish a program that would fund the maintenance of the boat launch's, docks and other boating related facilities therefore removing it from the general tax levy. Boat landing fees are increasing in 2024 by \$45 for 3-year passes, \$5 for annual and \$1 for daily.

COUNTY LEVY:

There is no tax levy for this function. It is self-supporting from boat launch fees.

FUND BALANCE:

A fund balance roll-forward schedule can be viewed in the Overview section of the budget book. It is listed as Fund Projections in the table of contents.

SIGNIFICANT CHANGES FROM 2023 ADOPTED - Boat Landing

Account	Amount	Description
Significant changes from 2023		
2023 Budgeted Surplus (Deficit)	\$ 1,468	
Revenue Changes - impact on surplus:		
None	-	
Expense Changes - impact on surplus:		
Capital Improvements	125,000	Increase for repairs needed at the Eureka Boat Landing.
Other small changes	2,345	This is a combination of small increases and decreases to revenue and expense accounts.
2024 Budgeted Surplus (Deficit)	\$ (125,877)	

Financial Summary Boat Landing

Items	2023 6-Month Actual	2023 12-Month Estimate	2023 Adopted Budget	2023 Adjusted Budget	2024 Executive Budget
Total Revenues	47,210	110,000	110,000	110,000	113,000
Labor	4,420	12,042	12,042	12,042	12,042
Travel	-	-	-	-	-
Capital	-	-	-	-	125,000
Other Expenditures	20,280	96,790	96,490	96,490	101,835
Total Expenditures	24,700	108,832	108,532	108,532	238,877
(Surplus) / Deficit before adjustments			(1,468)		125,877
Increase / (Decrease) fund balance			1,468		(125,877)
Net (Surplus) / Deficit after adjustments			-		-

**WINNEBAGO COUNTY
CAPITAL OUTLAY - 2024**

<u>Department</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Capital Outlay</u>
Boat Landing -	Eureka Boat Landing Repairs	1	125,000	125,000
		1		125,000



Winnebago County

Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Department - 070 - Boat Landing										
Revenue										
Fines and Permits:										
Boat Launching Fees	44106	113,112	105,639	110,733	110,000	110,000	110,000	137,584	113,000	2.73%
Fines and Permits Subtotal:		113,112	105,639	110,733	110,000	110,000	110,000	137,584	113,000	2.73%
Total Operating Revenue:		113,112	105,639	110,733	110,000	110,000	110,000	137,584	113,000	2.73%
Revenue Total:		113,112	105,639	110,733	110,000	110,000	110,000	137,584	113,000	2.73%
Expense										
Wages:										
Regular Pay	51100	0	0	0	0	0	0	20,592	0	0.00%
Temporary Employees	51101	4,197	9,003	9,588	11,000	11,000	11,000	11,000	11,000	0.00%
Wages Subtotal:		4,197	9,003	9,588	11,000	11,000	11,000	31,592	11,000	0.00%

Winnebago County

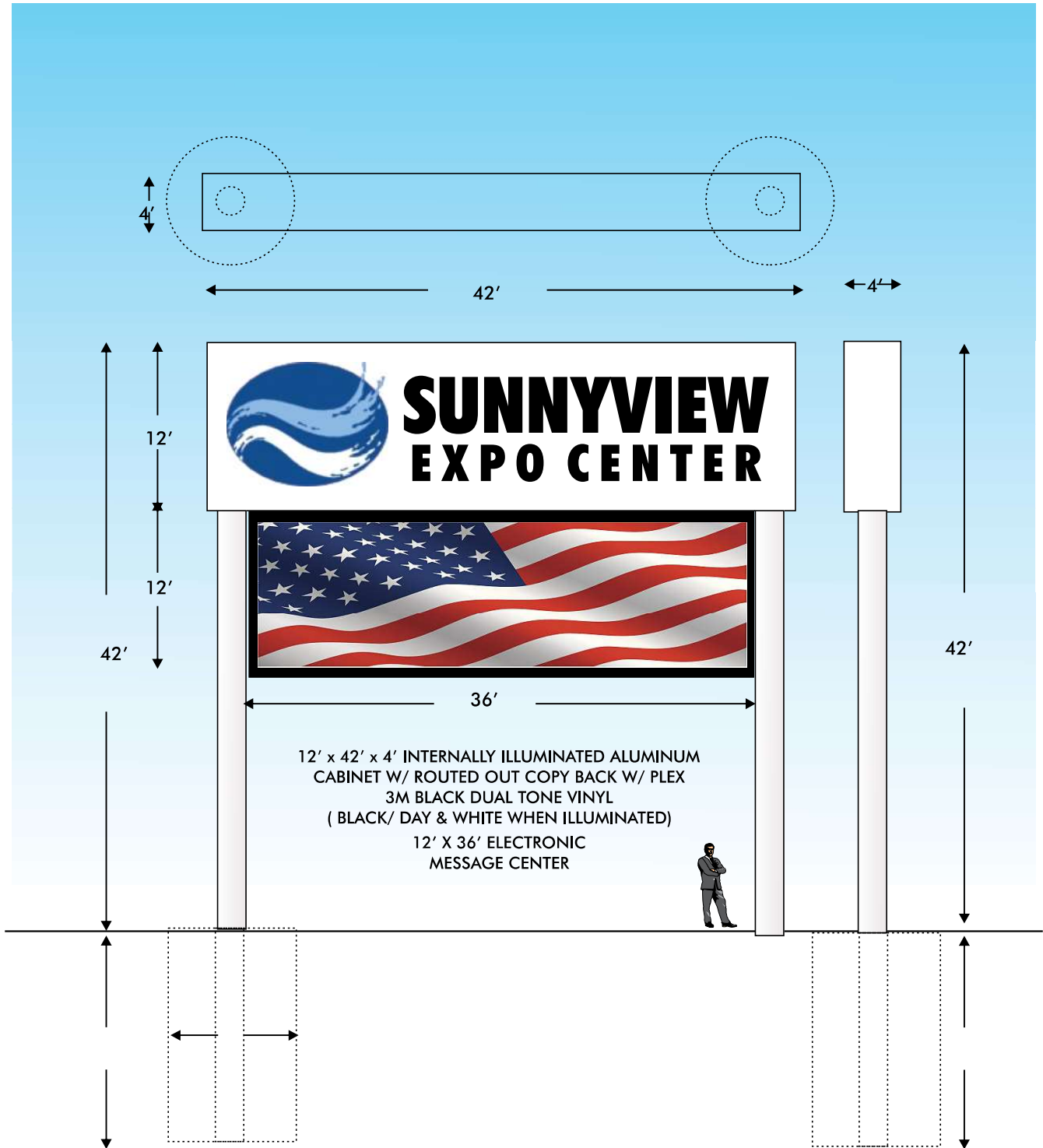
Budget Detail - 2024

Description	Object	2020 Actual	2021 Actual	2022 Actual	2023 Adopted	2023 Revised	2023 Projected	2024 Request	2024 Executive	% Change From Prior Yr Adopted
Department - 070 - Boat Landing										
Operating:										
Advertising	53500	0	0	0	500	500	500	500	500	0.00%
Small Equipment	53522	2,793	0	1,984	4,500	4,500	4,500	4,500	4,500	0.00%
Equipment Rental	53551	4,500	4,995	6,123	5,000	5,000	5,000	5,000	5,000	0.00%
Motor Fuel	73548	0	0	0	1,500	1,500	1,500	2,500	2,500	66.67%
Operating Subtotal:		7,293	4,995	8,108	11,500	11,500	11,500	12,500	12,500	8.70%
Repairs & Maint:										
Maintenance Buildings	54020	58	0	0	0	0	0	0	0	0.00%
Maintenance Grounds	54021	1,503	202	866	1,000	1,000	1,000	9,000	9,000	800.00%
Maintenance Equipment	54022	0	41	0	10,000	10,000	10,000	2,000	2,000	-80.00%
Maintenance Grounds	74021	41,703	123	2,827	0	0	0	0	0	0.00%
Repairs & Maint Subtotal:		43,264	367	3,693	11,000	11,000	11,000	11,000	11,000	0.00%
Utilities:										
Power and Light	54701	7,182	7,091	7,486	7,250	7,250	7,250	7,758	7,758	7.01%
Water and Sewer	54702	482	805	642	500	500	800	1,500	1,500	200.00%
Utilities Subtotal:		7,664	7,896	8,128	7,750	7,750	8,050	9,258	9,258	19.46%
Contractual Services:										
Grounds Maintenance	55007	16,387	91,007	40,887	61,490	61,490	61,490	33,150	64,327	4.61%
Professional Service	55014	91,089	24,524	0	0	0	0	0	0	0.00%
Contractual Services Subtotal:		107,476	115,530	40,887	61,490	61,490	61,490	33,150	64,327	4.61%
Total Other Operating:		172,102	132,754	63,933	96,490	96,490	96,790	70,658	101,835	5.54%
Expense Total:		176,645	142,561	74,386	108,532	108,532	108,832	241,590	238,877	120.10%
Boat Landing Net Surplus (Deficit):		(63,532)	(36,922)	36,347	1,468	1,468	1,168	(104,006)	(125,877)	-8,674.73%

NOTE: A deficit will result in a draw down of fund balance. A surplus will increase the ending fund balance.

**PARKS
PROGRAM BUDGETS**

NAME	ORG	LABOR	TRAVEL & MEETINGS	CAPITAL	OTHER EXPENSES	TOTAL EXPENSES	REVENUES	TOTALS BY YEAR			ANNUAL PERCENT INCREASES	
								2024 EXECUTIVE	2023 ADOPTED	2022 ADOPTED	2024 OVER	2023 OVER
Administration	1065	1,031,673	4,600	35,000	194,121	1,265,394	5,314	1,260,080	1,291,680	1,146,322	(2.45)	12.68
Community Parks	1066	-	-	-	104,115	104,115	35,700	68,415	63,830	70,630	7.18	(9.63)
Recreation Trails	1067	-	-	-	77,926	77,926	45,230	32,696	38,396	51,030	(14.85)	(24.76)
Navigational Aids	1068	-	-	-	79,100	79,100	-	79,100	83,100	74,179	(4.81)	12.03
Exhibition Site	1069	-	-	20,000	273,978	293,978	277,000	16,978	21,289	26,146	(20.25)	(18.58)
Boat Landing	1070	12,042	-	125,000	101,835	238,877	250,584	(11,707)	(1,468)	(14,043)	697.48	(89.55)
Grand Totals		<u>1,043,715</u>	<u>4,600</u>	<u>180,000</u>	<u>831,075</u>	<u>2,059,390</u>	<u>613,828</u>	<u>1,445,562</u>	<u>1,496,827</u>	<u>1,354,264</u>	<u>(3.42)</u>	<u>10.53</u>
Back out boat launch								11,707	1,468	14,043	697.48	(89.55)
Unassigned General Fund Balance applied								-	(130,000)	-	-	N/A
Adjusted Levy								<u>1,457,269</u>	<u>1,368,295</u>	<u>1,368,307</u>	<u>6.50</u>	<u>0.00</u>



DATE: 08/31/2023
 SCALE: 3/32"=1'-0"
 FILE: SUNNYVIEWEXPOCENTER3

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: September 26, 2023
FROM: DIRECTOR OF PARKS AND EXPO CENTER
RE: BUDGET AMENDMENT PLOW BLADE

General Description:

The Winnebago County Parks Department is requesting a budget amendment to purchase a plow blade for our new pick-up truck.

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee recommends to the Finance Committee to authorize the budget amendment for the purpose of purchasing a plow blade for the new pick-up truck purchased in 2023.

Procedural Steps:

Parks and Recreation Committee
Action taken:
Personnel and Finance Committee
Action taken:

Meeting date: 10/10/23
Vote:
Meeting date: 11/2/23
Vote:

Background:

In 2023, the Winnebago County Parks Department budgeted \$145,000 for equipment replacement. This included a new 10' mower, pick-up truck, and plow blade for that pick-up truck. The pick-up truck and mower were purchased for \$136,432.99. The plow blade is \$9,515. The parks department needs a budget amendment of \$947.99 to finish the purchase of the plow blade. I have included the breakdown below.

2023 Equipment Budget

- 10' Toro Mower - \$95,000
- ¾ Ton Pick-Up Truck with Plow Blade - \$50,000

TOTAL - \$145,000

2023 Actuals

- 10' Toro Mower - \$90,872
- ¾ Ton Pick-Up Truck - \$45,560.99
- Plow Blade - \$9,515

TOTAL - \$145,947.99

TOTAL NEEDED - \$947.99

Attachments:

- Budget Amendment

BUDGET AMENDMENT

Department Requesting: Parks Department	Date 9/6/2023	Committee Approvals required by: Facilities & Property Management Committee Vote: _____	Date _____ N/A
Finance Dept Reviewer: Carol Blackmore	9/14/2023	Personnel & Finance Committee Vote: _____	_____
Committee of Jurisdiction - Parks & Recreation		Information Technology Committee Vote: _____	_____ N/A
Committee Vote: _____		Budget Adjustment impact:	\$0 net
Passed County Board (Two-thirds of board present): _____			

ACCOUNT NUMBER

Org	Object	Object Description	Project	Budget Explanation	I=Incr D=Decr	Amount*
1065	58004	Equipment		Cost Savings on Vehicle	D=Decr	4,439
1065	58004	Equipment		Cost Savings on Mower	D=Decr	4,127
1065	53522	Small Equipment		Transfer for Plow Blade	D=Decr	950
1065	58004	Equipment		Plow Blade	I=Incr	9,516

*full dollars only
(no pennies)

Description (Must be completed - Attach extra pages if needed):

The Parks Department budgeted for a vehicle and a mower, but the plow blade was over their allotted amount for capital outlay. They have cost savings from the other two capital outlay items that were under budget, but needed an additional \$950 from their other operating expense category.

ENTRY NUMBER _____

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: September 26, 2023
FROM: Parks and Expo Director
RE: 5 Year Contract with Winnegamie Dog Club

General Description: The Parks Department is interested in entering into a new 5-year contract with Winnegamie Dog Club

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee approves the 5-year contract between the Winnebago County Parks Department and the Winnegamie Dog Club

Procedural Steps:

Parks and Recreation Committee	Meeting date: 10/10/23
Action taken:	Vote:
Personnel and Finance Committee	Meeting Date: 11/2/23
Action Taken	Vote:
County Board	Meeting Date: 11/21/23
Action Taken	Vote:

Background:

The Winnebago County Parks Department has had a contract with Winnegamie Dog Club for over 16 years. Winnegamie Dog Club conducts two AKC all-breed dog shows with Junior Showmanship each year at the Sunnyview Expo Center. *"The mission of the Winnegamie Dog Club's Progressive Motivational Training Program is to educate the general public with dog friendly, positive training methods in order to deepen owners' relationships with their dogs, as well as to make dogs valued members of the family and the community."*

Justification:

The Winnegamie Dog Club was started in 1958 and exists for the purpose of advancing the cause and welfare of dogs, both purebred and mixed breed. The club benefits both members and non-members alike. Non-Members can enjoy training programs, conformation shows, obedience and agility trials, fun matches, educational programs, open houses, and other fun events. In addition, the WDC is a great resource for dog-related questions. The members enjoy further benefits, such as the use of the building and exercise yards, the library, the monthly newsletter, educational presentations at the monthly meetings, free or discounted seminars and training programs, as well as having fun and making good friends.

The Winnegamie Dog Club offers a variety of dog-related events throughout the year, including Obedience & Rally trials, Agility trials, Fast CAT trials, Nose Work trials, Canine Good Citizen Testing,

Trick Dog Testing, Farm Dog Certification, an annual Fun Match and an AKC All Breed Conformation Show. They also offer a number of specialized workshops during the year, as well as a Canine First Aid and CPR class. Members volunteer with their dogs in local parades and visit nearby nursing homes.

Attachments:

- 2024 – 2028 Agreement between Winnegamie Dog Club and Winnebago County.
- Resolution to Approve the contract between Winnegamie Dog Club and Winnebago County.

1 - 2023

2

3 **RESOLUTION: Authorize 5 Year Use Renewal Agreement between Winnegamie Dog Club and**
4 **Winnebago County**

5

6

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

8 **WHEREAS**, Winnebago County has been approached by Winnegamie Dog Club to enter into a five (5) year
9 use renewal agreement for property located on the exposition center grounds; and

10 **WHEREAS**, for more than sixteen (16) years Winnegamie Dog Club has been a tenant in good standing with
11 Winnebago County; and

12 **WHEREAS**, Winnegamie Dog Club performs a tremendous service to the community by offering valuable
13 training, conformation, testing and trials; and

14 **WHEREAS**, it is in the best interest of Winnebago County to help accommodate the long-range scheduling
15 of said events by allowing Winnegamie Dog Club to secure essential programming agreements well ahead of time to
16 satisfy the needs of local, regional, state and national accreditations.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes the Winnebago County Parks Department to enter into a five (5) year use renewal agreement with
19 Winnegamie Dog Club so that the organization may continue to provide the opportunity to train, certify and test all
20 breeds of dogs.

21

22

23 Respectfully submitted by:

24 **PARKS & RECREATION COMMITTEE**

25 Committee Vote: _____

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

27

28 Approved by the Winnebago County Executive this ____ day of _____, 2023.

29

30

31 _____
Jonathan D. Doemel
32 Winnebago County Executive

**SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT**

CONTRACT NO. EC-011324multi

1 RENTAL AGREEMENT by and between **Winnegamie Dog Club Inc. c/o Mary Schulz, N6293 Berkans Dr.,**
2 **Fremont, WI 54940, 920-716-4240, cedargolden@centurytel.net** (hereinafter referred to as the "**LESSEE**",
3 whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54901 (hereinafter
4 referred to as "**LESSOR**").

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

- 7 1. **PREMISES**. **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental
8 Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center:
9 **Exposition Building - Center Hall, West Wing, South Wing, Kitchen, Ticket Box Office, Camping**
10 **Areas - Grandstand islands, 20 tables, and 100 chairs** (hereinafter referred to as the "**PREMISES**").
- 11 2. **TERM, TOTAL RENTAL FEES**. The term of this Rental Agreement shall be **five** days and shall be in
12 effect for the following dates:
 - 13 **A. January 11, 2024 at 7:00 A.M. and shall terminate on January 15, 2024 at 11:00 P.M.**
14 **Total Use Fee = \$5,098. Set up days January 11 and 12, 2024. Event days, January 13 and**
15 **14, 2024. Take down day January 15, 2024.**
 - 16 **B. January 9, 2025 at 7:00 A.M. and shall terminate on January 13, 2025 at 11:00 P.M. Total**
17 **Use Fee = \$5,163*4. Set up days January 9 and 10, 2025. Event days, January 11 and 12,**
18 **2025. Take down day January 13, 2025.**
 - 19 **C. January 8, 2026 at 7:00 A.M. and shall terminate on January 12, 2026 at 11:59 P.M. Total**
20 **Use Fee = \$T/B/D. Set up days January 8 and 9, 2026. Event days, January 10 and 11,**
21 **2026. Take down day January 12, 2026.**
 - 22 **D. January 14, 2027 at 7:00 A.M. and shall terminate on January 18, 2027 at 11:00 P.M.**

23 Total Use Fee = \$T/B/D. Set up days January 14 and 15, 2027. Event days, January 16 and
24 17, 2027. Take down day January 18, 2027.

25 E. January 13, 2028 at 7:00 A.M. and shall terminate on January 17, 2028 at 11:59 P.M.

26 Total Use Fee = \$T/B/D. Set up days January 13 and 14, 2028. Event days, January 1 and
27 16, 2028. Take down day January 17, 2028.

28 3. **RENTAL FEES & DEPOSITS**. The rental fee for the PREMISES for individual facilities are determined
29 via the official Sunnyview Exposition Center Rental Fees Schedule, Chapter 19, Winnebago
30 County General Code and must be adopted by the County Board of Supervisors, which is done
31 periodically via five-year increments. This Agreement shall be amended January 1, 2026 to
32 reflect adopted pricing for the 2026 thru 2028 lease terms. Rental fees are subject to 5% sales tax
33 where applicable. Total Use Fees shall include Pepsi Bottling Group sales totals and container
34 rental and dumping fees for garbage disposal (to be based upon current year pricing) to be post-
35 billed upon receipt and inspection of invoices by LESSOR. Rental fees shall be due and payable by
36 LESSEE to LESSOR according to the following:

37 **Reservation Deposit**. LESSEE shall pay a reservation deposit (equal to approximately 25% of the
38 annual total fee due for the year of the Rental Agreement), to secure performance by LESSEE of all
39 of the terms and conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the
40 LESSOR upon reservation of the facility. The reservation deposit payment is non-refundable and
41 shall be deducted from the total fee due of the first year of the Rental Agreement. The reservations
42 deposits shall be paid on or before April 1 the prior year of each calendar year of the Rental
43 Agreement.

44 **\$1,275** on or before **April 1, 2024**

45 **\$1,300** on or before **April 1, 2025**

46 **\$TBD** on or before **April 1 2026**

47 **\$TBD** on or before **April 1 2027**

48 **\$TBD** on or before **April 1 2028**

49 A. **Supplemental Deposit.** LESSEE shall pay an annual supplemental deposit of (equal to
50 approximately 25% of the annual total fee due for each consecutive calendar year of the
51 Rental Agreement) on or before **October 1** the prior year of each calendar year of the
52 Rental Agreement. The supplemental deposit is non-refundable and shall be deducted
53 from the total annual fees due.

54 **\$1,275** on or before **October 1, 2024**

55 **\$1,300** on or before **October 1, 2025**

56 **\$TBD** on or before **October 1 2026**

57 **\$TBD** on or before **October 1 2027**

58 **\$TBD** on or before **October 1 2028**

59

60 B. **Balance Due.** LESSEE shall pay the remaining balance due LESSOR before **the close of**
61 **business, 4:30 P.M. CST/CDT on or before the first set up day per year of Rental**
62 **Agreement.** If the remaining balance due LESSOR is not received from LESSEE by the due
63 dates, keys for the opening of reserved buildings shall not be checked out to LESSEE and
64 use of the PREMISES shall be denied.

65 **\$2,548** on or before **January 11, 2024**

66 **\$2,563** on or before **January 9, 2025**

67 **\$TBD** on or before **January 12 2026**

68 **\$TBD** on or before **January 14 2027**

69 **\$TBD** on or before **January 13 2028**

70

71 C. **First Right of Refusal** LESSEE shall reserve the first right of reservation for the same

72 calendar dates in the years following the end of the Rental Agreement term of a single
73 year or multi-year Rental Agreement. Once a multi-year Rental Agreement term has
74 expired and **LESSEE** has not begun another multi-year Rental Agreement if **LESSOR**
75 receives a request for the same calendar dates **LESSEE** has previously held under a multi-
76 year Rental Agreement, **LESSOR** shall contact **LESSEE** via email and/or telephone
77 informing **LESSEE** of said request. **LESSEE** shall have ten days from transmittal of said
78 notification to reply to **LESSOR** in writing of **LESSEE'S** intentions for the future dates in
79 question.

80 4. **PARKING.** **LESSEE** shall have the right to shared use the parking facilities located in **parking area #1**
81 **(see attached map). Campers and trailers shall not block access to handicapped parking spaces**
82 **in front of the grandstand while using the grandstand islands.**

83 5. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a dog show.** **LESSEE** shall not
84 use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state
85 and federal laws, rules, and regulations, ADA regulations, NEC NFPA 70E Arc Flash Standards, all
86 applicable municipal ordinances, and all Expo Policies enacted by Administrative Directive in the
87 use of the **PREMISES** including, but not limited to, recycling ordinances **(see Exhibits B and C).**
88 **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule,
89 regulation, or ordinance while using the **PREMISES.**

90 6. **MAINTENANCE & OPERATION.** During the term of this agreement:

91 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
92 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure,
93 nor or in any way deface the **PREMISES** or cause or permit the same to be done, and shall
94 not drive or permit others to drive nails, hooks, tacks or screws into any part of and
95 building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of

96 any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations
97 of any kind to the **PREMISES**.

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

103 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine
104 or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene,
105 naphtha or gasoline for either mechanical or other purposes, or any agent other than gas
106 or electricity for illuminating the **PREMISES**.

107 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the
108 yellow-striped floor markings located inside the Center Hall overhead door entranceway.

109 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
110 showbills, lithographs, posters or cards of any description inside or in front of or on any
111 part of the buildings, except upon the regular billboards provided by the **LESSOR**
112 therefore, and then only such as relates to the performance or exhibition to be given on
113 the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements,
114 showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S**
115 Manager.

116 F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
117 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this
118 respect shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the
119 passageway and shall keep passageways clear at all times. No portion of the sidewalks,

120 entries, passages, vestibules, halls and stairways or access to public utilities or said
121 buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to
122 and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire
123 Department regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be
124 responsible for obtaining knowledge of said regulations. Doors, skylights, stairways or
125 openings that reflect or admit light into any place in the buildings, and house lighting
126 attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other
127 water apparatus shall not be used for any other purpose other than that for which they
128 were constructed, and no sweepings, rubbish, rags, papers or other substances shall be
129 thrown therein. Any damage resulting to them from misuse of any nature or character
130 whatever shall be paid for by the **LESSEE**.

131 G. Smoking is not allowed within any building within the boundaries of the exposition center.

132 H. **LESSEE** shall announce the location of fire exits 10 minutes before the start of each
133 program whenever feasible. See attached Winnebago County Parks Exposition Center Fire
134 Safety Plan and Fire Evacuation Plan.

135 I. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has
136 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable
137 to music performed on the **PREMISES** and covering the **EVENT** hereunder.

138 J. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in
139 the same condition as at the commencement of the term, ordinary wear and tear
140 excepted.

141 K. No helium balloons with attached strings are allowed in any part of the Expo Building at
142 any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled
143 balloons or balloon strings shall be paid for by the **LESSEE**.

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

148 7. **CONCESSIONS.**

149 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
150 term of this agreement: **hot and cold sandwiches, breakfast items, coffee, snacks, soda**
151 **and water**. No other articles, other than those listed herein, shall be sold by **LESSEE**
152 without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE**
153 shall secure all necessary permits required for the sale of the aforementioned concessions
154 from the City of Oshkosh and/or Winnebago County and provide proof of such permits to
155 the **LESSOR**.

156 B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the
157 **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are
158 under the control of **LESSOR** and shall not be tampered with.

159 C. All vendors shall be required to dispose of used grease, gray water and black water in the
160 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled
161 from the **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County
162 Health Department.

163 8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit "A"** and
164 shall provide proof of such insurance **60 days** prior to the event taking place. The provisions of this
165 contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in the
166 absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
167 herein.

168 9. **UTILITIES.** LESSEE shall be responsible for payment of the cost of utilities utilizing payment method
169 **A** as shown below. The selection of the payment method shall be at the sole discretion of **LESSOR.**

170 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the
171 utility fee is shown on page 1 in Section 3 - Rental.

172 10. **DIGGERS HOTLINE.**

173 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
174 agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 -
175 **PREMISES**) if **LESSEE**, its vendors, agents, servants or employees shall be inserting into the
176 ground tent stakes, posts, poles, or other below grade appurtenances. Failure of **LESSEE** to
177 locate utility lines shall obligate **LESSEE** to repair or replace any damaged utility line at
178 **LESSEE'S** sole expense and to reimburse **LESSOR** for any lost revenue or damages of any
179 kind.

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

185 11. **INDEMNIFICATION.**

186 A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or
187 **LESSEES'** agents, servants, employees or property, from any cause, prior, during or
188 subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible
189 for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the
190 property adjacent thereto and any other portion of the Sunnyview Exposition Center
191 and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by

192 reason of any damage to property of third persons occasioned by any act or omission,
193 neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,
194 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising
195 out of the activities conducted by **LESSEE**, its agents, members or guests (including claims
196 of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify,
197 hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss,
198 demand or liability arising out of any bodily injury or property damage as described
199 herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting
200 solely from the negligence of the **LESSOR**.

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

209 **12. MISCELLANEOUS.**

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

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

215 C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an

216 agreement in writing, and signed by the party against whom enforcement of any waiver,
217 change, modification or discharge is sought.

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

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

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

227 13. **ADDITIONAL PROVISIONS**.

228 A. **One, eight-yard dumpster is required, all refuse shall be deposited at the Winnebago**
229 **County Landfill**. Recyclables shall be deposited at the Winnebago County Recycling
230 Facility. LESSOR shall invoice LESSEE for container rental and dumping fee once bills are
231 received and reviewed by LESSOR.

232 C. **LESSEE** shall ensure that all gray water and black water from camping units on the
233 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black
234 water onto the **PREMISES** will result in a citation from the Winnebago County Health
235 Department to the **LESSEE**.

236 D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper
237 receptacles placed on the **PREMISES** for this purpose. No firewood may be brought onto
238 the **PREMISES** from further away than 25 miles as per WDNR. Any firewood must be
239 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of

240 the event.

241 **E. LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack
242 area provided on the **PREMISES** for this purpose. Washing of animals in an improper
243 location shall result in a citation from the Winnebago County Health Department or the
244 Wisconsin Department of Natural Resources to the **LESSEE**.

245 **F. LESSEE** shall be responsible for all animal refuse indoors and outdoors. No animal refuse
246 shall be disposed of in any trash receptacle inside the exposition building. All animal
247 refuse is to be contained in closed plastic bags and deposited in dumpster provided by
248 **LESSOR** located outside the building. **No exposition building entrance vestibule shall be**
249 **used to accommodate interior urination/defecation of any animal. A canopy may be**
250 **erected directly outside an exposition entrance door to accommodate this function.**

251 **G. During the entire event all carpeting in the South Wing shall be completely covered by**
252 **LESSEE and at LESSEE'S expense with protective matting. LESSEE shall provide and pay**
253 **for carpet cleaning of South Wing by a bonded cleaning company, to take place during**
254 **the first week after the event upon LESSOR'S request.**

255 **H. LESSEE** shall have the right to set-up participant and vendor camping facilities in Camping
256 Areas on the **PREMISES as agreed upon with Expo Manager or designee based upon**
257 **need** (see attached map). All applicable fees shall apply.

258 **I. LESSEE** shall be allowed unleashed animals on the **PREMISES** for training/event purposes

259 **J. LESSEE** shall be allowed to charge for parking in Lot #1 for dog show attendees. **LESSEE**
260 shall allow those attending other events taking place on the grounds to park in lot #1 free
261 of charge. Parking lot #1 is shared use for the **PREMISES. LESSEE** is responsible for any
262 barricades or signage necessary for paid event parking and must staff the area used for
263 collection of fees at all times.

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

268 15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event to
269 inspect, repair or maintain the building(s) and/or grounds.

270 16. **NAMING RIGHTS.**

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

277 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of
278 certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be
279 bound by the terms of said licensing agreement provided **LESSOR** has presented **LESSEE**
280 with written notification of the obligatory conditions of the licensing agreement. Sale of
281 alternate brands of concessions or beverage goods by **LESSEE** shall be deemed in breach
282 of contract.

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

286 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along
287 the south east corner of the Center Hall for purposes of selling and or displaying pre-

288 approved merchandise, with the exception of events not open to the public and those
289 events deemed Private on the official expo calendar.

290 E. Said concessionaire Sponsor shall also have access to a 20-foot by 40-foot area located
291 within the south west corner of parking lot #4 for selling and or displaying pre-approved
292 merchandise during events taking place within the Covered Arena. A mutually agreeable
293 alternate area for the above sponsor activity must be presented in writing to **LESSOR**
294 with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to
295 scheduled event.

296 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
297 merchandise during events within the Sunnyview Exposition Center grounds that take
298 place in other areas than those stated in Section 17 D and E. Said area shall be mutually
299 agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR**
300 within two weeks prior to the scheduled event.

301 17. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or
302 other advertising media shall identify this area as the Sunnyview Exposition Center located on
303 County Road Y, 1/2-mile east of the intersection of Highway 76 and County Road Y.

304 18. The entire agreement of the parties is contained herein and this agreement supersedes any and all
305 oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the _____
day of _____, 20_____.

WINNEBAGO COUNTY (LESSOR)

By: _____ **Date:** _____
County Executive

By: _____ **Date:** _____
County Clerk

LESSEE(S)

By (Print): _____

By (Sign): _____ **Date:** _____

Title: _____

EXHIBIT "A"

INSURANCE

A minimum of 60 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 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.

EXHIBIT "B"

RECYCLING REQUIREMENTS

Wisconsin State Statute Chapter 287: Solid Waste Reduction, Recovery and Recycling, commonly known as Recycling Law, outlines the requirements for recycling for the state of Wisconsin. As a renter of the Winnebago County Park Facilities, you are required to follow this statute, particularly the sections outlined here:

According to ch. 287.05(5), "the implementation of solid waste reduction, reuse, recycling, composting and resource recovery systems and operations requires the involvement and cooperation of all persons and entities comprising this state's society, including individuals, state and local governments, schools, private organizations and businesses."

According to ch. 287.07(3), "Beginning on January 1, 1995, no person may dispose of in a solid waste disposal facility... any of the following: (*paraphrased for space and clarity*) aluminum containers, corrugated paper, glass containers, magazines, newspaper, office paper, plastic containers (#1 & #2), and steel containers."

In short, renters of Winnebago County Park Facilities must separate for recycling those items listed above and deliver these items to the Winnebago County Recycling Facility. If the renter contracts out its recycling and trash hauling, it must specify the use of the Winnebago County Landfill and Recycling Facilities.

If you have any questions regarding the Recycling Law, please contact the Winnebago County Recycling Manager at (920)232-1800.

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: September 26, 2023
FROM: Parks and Expo Director
RE: 3 Year Contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

General Description: The Parks Department is interested in entering into a new 3-year contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee approves the 3-year contract between the Winnebago County Parks Department and the Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

Procedural Steps:

Parks and Recreation Committee	Meeting date: 10/10/23
Action taken:	Vote:
Personnel and Finance Committee	Meeting Date: 11/2/23
Action Taken	Vote:
County Board	Meeting Date: 11/21/23
Action Taken	Vote:

Background:

The Winnebago County Parks Department has had a contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows for over 23 years. Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows operates two gun and military collectible shows each year at the Sunnyview Expo Center. Unlike most gun shows, the Bob and Rocco Gun Shows are hosted by a fund raising 501 (c)(3) non-profit organization for the benefit our youth and disabled American veterans.

Justification:

Take a Kid Hunting Foundation was started in the 1980's by Robert Pucci to give young persons a chance to participate in Wisconsin outdoors activities who had little knowledge, opportunity or resources. Bob funded this program through his well-branded Bob and Rocco Gun Shows and Badger Military Collectibles Shows. Throughout the years of organized hunts, thousands of young boys and girls were given the opportunity to learn and enjoy goose/duck hunting and free guided deer and bear hunts.

The foundation has now purchased a 60 acre partially wooded parcel near Pittsville WI with the goal of having a recreational/training area for hunting, fishing, canoeing, kayaking, paddle boards and beyond. A priority goal is to have a fishing recreational area for our wounded/disabled Military Veterans and kids with disabilities.

Attachments:

- 2024 – 2026 Agreement between Take a Kid Hunting Foundation, dba Bob & Rocco Gun Shows and Winnebago County.
- Resolution to Approve the contract between Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows and Winnebago County.

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RESOLUTION: Authorize 3 Year Use Renewal Agreement between Take a Kid Hunting Foundation dba Bob & Rocco Gun Show and Winnebago County

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County has been approached by Take a Kid Hunting Foundation dba Bob & Rocco Gun Show to enter into a three (3) year use renewal agreement for property located on the exposition center grounds; and

WHEREAS, for more than twenty-three (23) years Take a Kid Hunting Foundation dba Bob & Rocco Gun Show has been a tenant in good standing with Winnebago County; and

WHEREAS, Take a Kid Hunting Foundation dba Bob & Rocco Gun Show performs a tremendous service to the community by providing free organized and guided hunting opportunities to the youth of Winnebago County and beyond; and

WHEREAS, it is in the best interest of Winnebago County to help accommodate the long-range scheduling of said events by allowing Take a Kid Hunting Foundation dba Bob & Rocco Gun Show to secure essential programming agreements well ahead of time to continue to support their mission.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to enter into a three (3) year use renewal agreement with Take a Kid Hunting Foundation dba Bob & Rocco Gun Show so that the organization may continue to provide the opportunity to experience the Wisconsin outdoors safely.

Respectfully submitted by:
PARKS & RECREATION COMMITTEE

Committee Vote: _____
Vote Required for Passage: **Majority of Members Present**

Approved by the Winnebago County Executive this _____ day of _____, 2023.

Jonathan D. Doemel
Winnebago County Executive

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-021624multiyr

1 RENTAL AGREEMENT by and between **National Take a Kid Hunting Foundation Inc., c/o**
2 **Robert P. Pucci, 1111 W. Delevan Dr., Janesville, WI 53545, (608) 752-6677** (hereinafter referred to as
3 the "LESSEE", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903
4 (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 **Exposition Building - Center Hall, West Wing, Kitchen, and Ticket Box Office** (hereinafter referred to
10 as the "PREMISES").

11 2. **TERM, RENTAL FEES.**

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

14 **February 14, 2024 at 7:00 A.M. and shall terminate on February 19, 2024 at 11:00 P.M.**

15 **Total Use Fee = \$6,821.13. Set up days February 14 & 15, 2024. Event Days February 16, 17**
16 **and 18, 2024. Take down day February 19, 2024.**

17 **December 4, 2024 at 7:00 A.M. and shall terminate on December 9, 2024 at 11:00 P.M.**

18 **Total Use Fee = \$6,821.13 Set up days December 4 & 5, 2024. Event Days December 6, 7 & 8,**
19 **2024. Take down day December 9, 2024.**

20 **February 12, 2025 at 7:00 A.M. and shall terminate on February 17, 2025 at 11:00 P.M.**

21 **Total Use Fee = \$6,906.13. Set up days February 12 & 13, 2025. Event Days February 11, 15,**
22 **& 16, 2025. Take down day February 17, 2025.**

23 **December 3 2025 at 7:00 A.M. and shall terminate on December 8, 2025 at 11:00 P.M.**

24 **Total Use Fee = \$6,906.13 Set up days December 3 &4, 2025. Event Days December 5, 6, & 7,**
25 **2025. Take down day December 8, 2025.**

26 February 18, 2026 at 7:00 A.M. and shall terminate on February 23, 2026 at 11:00 P.M.

27 Total Use Fee = \$TBD. Set up days February 18 & 19, 2026. Event Days February 20, 21 and
28 22, 2026. Take down day February 23, 2026.

29 December 2, 2026 at 7:00 A.M. and shall terminate on December 7, 2026 at 11:00 P.M.

30 Total Use Fee = \$TBD Set up days December 2 & 3, 2026. Event Days December 4, 5 and 6,
31 2026. Take down day December 7, 2026.

32 3. RENTAL FEES and DEPOSITS. The rental fee for the PREMISES for individual
33 facilities are determined via the official Sunnyview Exposition Center Rental Fees Schedule,
34 Chapter 19, Winnebago County General Code and must be adopted by the County Board of
35 Supervisors, which is done periodically via five-year increments. This Agreement shall be
36 amended January 1, 2026 to reflect adopted pricing for the 2026 lease term. The rental fee
37 for the PREMISES shall be as follows: \$27,454.52 plus 2026 TBD fees – to include building
38 rental (center hall, west wing, kitchen, ticket box office), utility fee, table/chair rental. Tax
39 exempt #44426. Plus: Pepsi Bottling Group sales. Garbage container rental and dumping
40 fees are estimated and will be adjusted and post billed to LESSEE upon receipt of invoices
41 by LESSOR. Rental fees are subject to 5% sales tax where applicable. **TOTAL FEE:**
42 \$27,454.52 which shall be due and payable by LESSEE to LESSOR according to the following:

43 A. Reservation/Annual Deposit(s). LESSEE shall pay a reservation deposit of (see
44 the chart below) on or before the assigned dates (equal to approximately 25% of total
45 fee due), to secure performance by LESSEE of all of the terms and conditions of this
46 Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon
47 reservation of the facility. The reservation deposit payment is non-refundable and shall
48 be deducted from the total fee due (line 37). LESSEE shall pay annual deposits as follows:

49 \$3,410 on or before January 1, 2024 (for February & December events)

50 **\$3,460** on or before **January 1, 2025 (for February & December events)**

51 **\$TBD** on or before **January 1 2026 (for February & December events)**

52 B. **Supplemental Deposit(s)** LESSEE shall pay supplemental deposits (equal to
53 approximately 25% of the total fee due) as per the following:

54 **\$4,839.38** on or before **February 17, 2024**

55 **\$4,898.63** on or before **February 16, 2025**

56 **\$4,944.38** on or before **February 15, 2026**

57 The supplemental deposit is non-refundable and shall be deducted from the total fee due
58 (line 43).

59 C. **Balance(s) Due.** LESSEE shall pay the remaining balance(s) before the close of
60 business 4:30 P.M. CST/CDT as per the following:

61 **\$4,839.38** on or before **December 1, 2024**

62 **\$4,898.63** on or before **November 30, 2025**

63 **\$4,944.38** on or before **November 29, 2026**

64 If the remaining balance(s) due LESSOR are not received from LESSEE by the due
65 date(s) and time (lines 64, 65, 66 and 67), keys for the opening of reserved buildings shall
66 not be checked out to LESSEE and use of the PREMISES shall be denied.

67 D. **First Right of Reservation** LESSEE shall reserve the first right of reservation for
68 the same calendar dates in the year following the end of the current Rental Agreement
69 term. LESSEE shall have ten days after final take down day of current Rental Agreement
70 term to notify LESSOR of said reservation. Once a Rental Agreement term has expired
71 and LESSEE has not begun another Rental Agreement if LESSOR receives a request for
72 the same calendar dates LESSEE has previously held under a Rental Agreement,
73 LESSOR shall contact LESSEE via email and/or telephone informing LESSEE of said

74 request. **LESSEE** shall have ten days from transmittal of said notification to reply to
75 **LESSOR** in writing of **LESSEE'S** intentions for the future dates in question.

76 4. **PARKING.** **LESSEE** shall have the right to use the parking facilities located **in parking**
77 **area #1. See attached map.**

78 5. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a gun show.**
79 **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply
80 with all state and federal laws, rules, and regulations and all applicable municipal ordinances, including ADA
81 requirements, in the use of the **PREMISES**. **LESSEE** shall require any vendors or exhibitors at the gun
82 show to comply with all state, federal, and local laws, rules, regulations, and municipal ordinances especially
83 those relating to the sale and exhibit of firearms and ammunitions. **LESSEE** shall comply with all state and
84 federal laws, rules, and regulations, NEC NFPA 70E Arc Flash Standards, all applicable municipal
85 ordinances, and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES**
86 including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall
87 abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR**
88 for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of
89 any law, rule, regulation, or ordinance while using the **PREMISES**.

90 6. **MAINTENANCE and OPERATION.** During the term of this agreement:

91 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
92 the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor
93 or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
94 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.

95 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,
96 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

97 B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the
98 **PREMISES** or bring or keep anything therein or thereupon which shall in any way conflict with the

99 conditions of any insurance policy upon the building or any part thereof or in any way increase any
100 rate of insurance upon the buildings and/or grounds or on property kept therein.

101 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any
102 engine or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene,
103 naphtha or gasoline for either mechanical or other purposes, or any agent other than gas or
104 electricity for illuminating the **PREMISES**.

105 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the
106 yellow-striped floor markings located inside the Center Hall and West Wing overhead door
107 entranceways.

108 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
109 showbills, lithographs, posters or cards of any description inside or in front of or on any part of the
110 buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only
111 such as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take
112 down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any
113 description objected to by the **LESSOR'S** Manager.

114 F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
115 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect
116 shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and
117 shall keep passageways clear at all times. No portion of the sidewalks, entries, passages,
118 vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by
119 the **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE**
120 shall at all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and
121 exit door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations.
122 Doors, skylights, stairways or openings that reflect or admit light into any place in the buildings, and
123 house lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets
124 or other water apparatus shall not be used for any other purpose other than that for which they were

125 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein.
126 Any damage resulting to them from misuse of any nature or character whatever shall be paid for by
127 the **LESSEE**.

128 G. **Smoking is not allowed within any building within the boundaries of the exposition**
129 **center.**

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

132 I. No helium balloons with attached strings are allowed in any part of the Expo Building at any
133 time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or
134 balloon strings shall be paid for by the **LESSEE**.

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

138 K. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has
139 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to
140 music performed on the **PREMISES** and covering the **EVENT** hereunder.

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

145 7. **CONCESSIONS.**

146 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for
147 the term of this agreement: **sandwiches, hot dogs, chips, chili, coffee, and soda.** **No other**
148 **articles, other than those listed herein, shall be sold by LESSEE** without the expressed written
149 consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits
150 required for the sale of the aforementioned concessions from the City of Oshkosh/Winnebago

151 County and provide proof of such permits to the **LESSOR**.

152 B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the
153 **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are
154 under the control of **LESSOR** and shall not be tampered with.

155 C. All vendors shall be required to dispose of used grease, gray water and black water in the
156 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the
157 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health
158 Department.

159 8. **INSURANCE**. **LESSEE** shall, at its own expense, obtain insurance in accordance with
160 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The
161 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
162 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
163 herein.

164 9. **UTILITIES**. **LESSEE** shall be responsible for payment of the cost of utilities utilizing
165 payment method **"A."** as shown below. The selection of the payment method shall be at the sole discretion
166 of **LESSOR**.

167 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the
168 utility fee is shown on page 1 in Section 3 - Rental.

169 10. **DIGGERS HOTLINE**.

170 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
171 agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 - **PREMISES**) if
172 **LESSEE**, its vendors, agents, servants or employees shall be inserting into the ground tent stakes,
173 posts, poles, or other below grade appurtenances. Failure of **LESSEE** to locate utility lines shall
174 obligate **LESSEE** to repair or replace any damaged utility line at **LESSEE'S** sole expense and to
175 reimburse **LESSOR** for any lost revenue or damages of any kind.

176 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces

177 on the **PREMISIS** to accommodate tent or fence posts or supports. Said holes shall be filled within
178 three (3) working days following the final event day to **LESSOR'S** satisfaction via **LESSOR**
179 approved method. Holes left unfilled after the aforementioned deadline will be filled by **LESSOR** at
180 **LESSEE'S** expense.

181 11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
182 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,
183 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any
184 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto
185 and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily
186 injury to or death of any person, or by reason of any damage to property of third persons occasioned by any
187 act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,
188 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the
189 activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**
190 or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall
191 defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or
192 property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or
193 damages resulting solely from the negligence of the **LESSOR**.

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

201 12. **MISCELLANEOUS.**

202 A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and

203 regulations of the **LESSOR** with respect to the **PREMISES**.

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

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

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

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

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

218 13. **Additional Provisions**.

219 A. **LESSEE must obtain two (2) reserve officers and/or deputies to be on duty at all**
220 **times while weapons and ammunition are on PREMISES during event**.

221 B. No loaded firearms shall be permitted on **PREMISES** at any time with the exception of on-
222 duty police officers.

223 C. **LESSEE** shall ensure that all gray water and black water from camping units on the
224 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water
225 onto the **PREMISES** will result in a citation from the Winnebago County Health Department to the
226 **LESSEE**.

227 D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper
228 receptacles placed on the **PREMISES** for this purpose. Any firewood must be completely burned or

229 removed from the **PREMISES** by the **LESSEE** at the termination of the event.

230 **E. LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack
231 area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall
232 result in a citation from the Winnebago County Health Department or the Wisconsin Department of
233 Natural Resources to the **LESSEE**.

234 **F. One (1) eight yard Dumpster is required. All refuse shall be deposited at the**
235 **Winnebago County Landfill. LESSOR shall invoice LESSEE for rental and dumping fee after**
236 **invoices have been received. Recyclables shall be separated and deposited into containers**
237 **supplied by LESSOR to be delivered to the Winnebago County Recycling Facility.**

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

242 15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any
243 event to inspect, repair or maintain the building(s) and/or grounds.

244 16. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television,
245 placards or other advertising media shall identify this area as the SUNNYVIEW EXPOSITION CENTER,
246 located on County Road Y, 1/2 mile east of the intersection of Highway 76 and County Road Y.

247 17. **NAMING RIGHTS/ SPONSORSHIP**

248 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the
249 **PREMISES**, use of said name(s) shall replace all previous facility name references in all
250 promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or
251 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to
252 complete change.

253 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of
254 certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by

255 the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written
256 notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of
257 concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

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

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

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

270 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
271 merchandise during events within the Sunnyview Exposition Center grounds that take place in other
272 areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by
273 Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to
274 the scheduled event.

275 18. The entire agreement of the parties is contained herein and this agreement supersedes any
276 and all oral agreements and negotiations between the parties relating to the subject matter hereof.

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(S):

_____(Seal)

Title

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 providing coverage for set up, event, and take down days, 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 coverage's:
 - 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.**