

Wisconsin State Fair Park

December 5, 2003

Ms. Janice Mueller
Legislative Audit Bureau
22 East Mifflin Street
Madison, WI 53703

Dear Ms. Mueller:

Enclosed you will find the information you requested by the Audit Committee Chairs. Please feel free to have them call me should you have any further questions regarding these items.

Also, please feel reassured that we will be providing the 2002 and 2003 financial statements to LAB staff later in January. We have been working off a later January date based on discussions with Julie Gordon. We will do our best to work towards the 16th. As you are aware, we have hired the accounting firm of Virchow Krause (at the recommendation of State Controller Bill Raferty) to complete these statements in a timely manner. I believe your office was very supportive of this action.

Secondly, while I understand the co-chairs deep concern about our financial position, I feel obliged to reiterate that 63% of our current shortfall number (\$2.8M), was not created by WSFP. \$2.4M of that amount was an assessment put on our organization by the State with the full knowledge that we were losing money over the last five years, (reference the audit report table). Assessing an organization that can't afford to pay makes no sense to me, however it is done and we will deal with it. Alternatively for perspective, a \$1.8M loss for a combined enterprise of approximately \$25M in gross revenues annually is not an insurmountable problem. On balance, that number is effectively the revenue shift made for the benefit of the Exposition Center project that granted, is a debatable strategy used by the prior Fair Park administration. That also is history now and we must move forward.

Nonetheless, like any company that finished a year in a loss position, we must focus on making changes that will best position the business for growth and profitability moving forward. The recommendations from the audit report will certainly help us do so. Climbing out of the shortfall hole however will not happen over night and I hope everyone can agree to that. Given the State's tentative financial condition, we don't see any quick fix alternative approaches to our plan.

Page 2
J. Mueller
LAB

Lastly, as we testified at the Audit Committee hearing, until a new structure beneficial to our business mission is arrived at, reaching the true potential of our operation will be difficult if not impossible. As the committee heard from most people testifying, our management team has made great strides in the last two years towards improving the operations of the Fair Park (the best in decades) and I don't want that to be overlooked. You can expect this positive trend to continue and consequently this will work towards improving the financial situation over time. I would only ask that the current management team be given the time to focus on the business of the Fair Park as opposed to spending countless hours explaining problems inherited by decisions made from past Fair Park or Governors administrations.

As the statutory governing board of the State Fair Park and being much closer to daily progress, the majority of our Board members are pleased with the strides being made. Hopefully everyone including the Legislative Audit Committee will recognize the same as we work on solutions to the larger financial issues. I sincerely believe with all parties pulling the same direction, i.e. the Governors Administration, the State Legislature and our Board, we can reposition the State Fair Park on a positive path to financial recovery. Thank you as always for your assistance.

Respectfully,



Mark Greenberg
WSFP Chairman

Accounting
Firm engagement
letter.

Firm recommended
by State Controller
Bill Roberts.

**WISCONSIN STATE FAIR PARK
BOARD RESOLUTION
Res. No. 028-03**

Resolution For Contract Approval of Items Over \$5,000

WHEREAS, The WSFP Board recognizes the need for personal and professional services, and

WHEREAS, WSFP management is seeking to hire a Chief Financial Officer and will require interim assistance with certain aspects of the business office, and

WHEREAS, in order to accomplish that need, WSFP Board wishes to proceed with the approval of contractual services with a Department of Administration pre-approved accounting firm to assist the State Fair Park business office with completion of financial statements required to satisfy Legislative Audit Bureau requirements; **Now therefore be it**

RESOLVED that the Wisconsin State Fair Park Board approves the above contract for accounting services in an amount not to exceed \$50,000 dollars and directs the Chief Executive Officer to proceed and do all things necessary to execute the above named contract accordingly.

*Approved
unanimous*

November 14, 2003



**Virchow Krause
& company**

November 24, 2003

Mr. Joseph M. Charnelich, CEO
Wisconsin State Fair Park
8100 West Greenfield Ave.
P.O. Box 14990
West Allis, WI 53214-0900

Dear Mr. Charnelich:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This letter supplements the contract between Wisconsin State Fair Park and Virchow, Krause & Company, LLP commencing November 17, 2003 and continuing through June 30, 2004.

We will perform the following services:

We will compile, from information you provide, the statement of net assets, statement of activities, and cash flows of Wisconsin State Fair Park as of June 30, 2002 and 2003 and for the years then ended in accordance with *Statements on Standards for Accounting and Review Services* issued by the American Institute of Certified Public Accountants. A compilation is limited to presenting in the form of financial statements information that is the representation of management. We will not audit or review such financial statements.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

You agree that our liability to you for any damages incurred as a result of this engagement shall be limited to the amount paid by you for services under this engagement.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than three years after the act, event or service that is the subject of such action, or more than one year after discovery of such act, error, or omission, whichever occurs first.

It is agreed that all disputes that arise in connection with our engagement that cannot be mutually resolved by us shall be submitted to binding arbitration under the rules and procedures of the American Arbitration Association.

C
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P
Y

Mr. Joseph Chernelich, CEO
Wisconsin State Fair Park

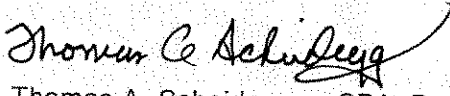
November 24, 2003
Page 2

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us the copy enclosed.

It is a pleasure for us to be of service to you.

Sincerely,

VIRCHOW, KRAUSE & COMPANY, LLP



Thomas A. Scheidegger, CPA, Partner

TAS/jj

Enclosures

Accepted: _____

Date: _____


11-25-03

COPY

Additional Terms and Conditions for Accounting Services Contract

This Accounting Services Contract (the "Contract") is made and entered into as of November 17, 2003 by and among the State of Wisconsin, (the "State") represented by the State Fair Park Board (Park Board), and Virchow Krause, (the "Contractor").

- A. **Incorporation by Reference:** The following are by reference attached hereto and made part of this Agreement and in the event of conflicts are listed in the order of precedence with this Agreement having primary precedence.
- Appendix A - Scope of Services
 - Accounting and Auditing Services Contract C-1985
- B. **Term.** This Contract shall commence on November 17, 2003 and shall continue through June 30, 2004, unless terminated sooner by the Park Board or the Contractor.
- C. **Employment.** The Contractor will not employ any person or persons employed by the State while this Contract is in force, including any department, commission or board thereof, without the written consent of the employer of such person or persons and of the Park Board.
- D. **Legal Relations.** (1) The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. (2) In carrying out any provisions of this Contract or in exercising any power or authority granted to the Contractor thereby, there will be no personal liability upon the Park Board, it being understood that in such matters the Park Board acts as agent and representative of the State. (3) The Contractor will indemnify and save harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its employees or subcontractors, in prosecuting work under this Contract.
- E. **Unbiased Recommendations:** Contractor hereby agrees that their recommendations shall not unduly favor any business, product, service, or competency which could result in the Contractor gaining any potential financial benefit or business advantage if the State were to implement those recommendations.
- F. **Engagement Continuity:** The people proposed to the State for a particular engagement shall be the same people that conduct the entire engagement through completion. The Vendor may not make any substitutions of personnel during the engagement unless requested by the State or for reasons due to Force Majeure, and in those circumstances, the State shall have the absolute right to approve or disapprove a proposed change in the assigned staff. The State, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. If the first substitute is not accepted by the State, the State has the option of either obtaining services from another vendor or evaluating further substitutes from Vendor.
- G. **Costs:** Contractor and the State agree on the following hourly rates under Category 3:

Partner	\$200
Lead Auditor	\$125
Field Auditor	\$90
Clerical Support	\$70

Travel expenses outside of Madison are reimbursable in accordance with the State of Wisconsin travel rules that apply to State Employees. The total cost to the State of the contract shall not exceed \$45,000.

For: <u>Virchow Krause</u>	For: <u>State Fair Park Board</u>
By: <u>Thomas A. Scheidegger</u>	By: <u>[Signature] 11-18-03</u>
Name: <u>THOMAS A. SCHEIDEGGER</u>	Name: _____
Title: <u>PARTNER</u>	Title: _____
Date: <u>11/20/03</u>	Date: _____

APPENDIX A
SCOPE OF SERVICES

1. Accounting Services:

Virchow Krause will provide staff to perform the services required under the contract. Changes in personnel will be subject to the provisions under section F. of the Additional Terms and Conditions for Accounting Services Contract.

2. The scope of the accounting services is as follows:

Under the direction of the Park Board and with input from representatives of the State Controller's Office (SCO) and the Legislative Audit Bureau (LAB):

- Prepare financial statements for FY02 and FY03 that can be audited by the Legislative Audit Bureau. These will include balance sheets, statement of revenues, expenses, changes in fund equity and statements of cash flows (direct method). Additionally, prepare all necessary footnote disclosures and the Management Discussion and Analysis narrative.
- The financial statements should be available for audit by LAB by the end of January 2004.

3. Other Issues

- The contractor will provide bi-weekly progress reports on the status of the project. These reports should include an estimate of the time to complete the project.
- All workpapers that are necessary for the preparation of the financial statements will remain the property of the State Fair Park.

4. Billing:

- The contractor can only bill the State of Wisconsin for billable hours. Billable hours are those hours actually worked by the contract accountant on activities related to the tasks performed in section 2. above. Hours for time off for holidays, personal time, vacation, sick leave and attendance at conferences or training (unrelated to the compliance audits or other assigned tasks) are not billable hours.
- Bills should be submitted bi-weekly to the State Fair Park Board.

CEO
Contract

Consultant Services Agreement
Between
The Wisconsin State Fair Park Board
And
Joseph Chmelich

THIS AGREEMENT is made and entered into this 12th day of October 2001, between the Wisconsin State Fair Park Board, hereinafter called the "Board" and Joseph Chmelich hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the Board wishes to secure the services of a chief executive officer for the State Fair Park; and

WHEREAS, the Board has the authority under s. 42.01, Stats., to engage such services; and

WHEREAS, the Board deems it advisable to engage the services of a consultant for the chief executive officer responsibilities; and

WHEREAS, the Consultant has signified his willingness to furnish the required services to the Board;

NOW, THEREFORE, in consideration of the premises and based upon their mutual consideration and promises, the Board and the Consultant agree as follows:

I. Scope of Services

- A. The Consultant shall perform all of the duties of the chief executive officer of the Wisconsin State Fair Park and shall be responsible for implementation and coordination of master plan activities in accordance with the work description, that is attached to and made part of this Agreement and with the rules of procedure of the Board and any directive made to the Consultant by the Board in accordance with the rules of procedure.
- B. Unless terminated earlier pursuant to III. F of this Agreement, the Consultant shall provide the services described in A and the attachment from the effective date of the Agreement through October 2, 2003 or for such additional period as the Board and the Consultant agree to in writing.
- C. The Consultant shall not be responsible for those duties assigned by the Board to the State Fair Park Director appointed pursuant to s. 42.02, Stats., including the duty of the Director to appoint all State Fair Park staff as required under s. 42.03, Stats.

II. Compensation and Payment

- A. For services provided by the Consultant under this Agreement, the Board shall pay the Consultant as follows:
 1. An annual base payment of one hundred and forty three thousand dollars (\$143,000). The payment under this provision of the Agreement is based upon the performance of forty nine (49) weeks of work by the

Consultant during each year this Agreement remains in effect. The Consultant shall receive the agreement of the Board Chair for the dates of the three (3) weeks of non-work time during each year the Agreement.

2. During each year of this Agreement, incentive payments of up to six thousand and six hundred dollars (\$6,600). The Consultant and the Executive Committee of the Board shall agree in writing no later than December 30, 2001 to the method for determining how the Consultant will earn the incentive payments.

B. Payment shall be made by the Board to the Consultant as follows:

1. The payment under A. 1 shall be made in biweekly installments of five thousand and five hundred dollars (\$5,500).
2. The Board shall make payment earned by the Consultant under A. 2 of this Agreement to the Consultant within two (2) weeks following the last day of each year of this Agreement.
3. No later than three (3) weeks following the date of termination of this Agreement any amount owing to the Board due to overpayment shall be paid by the Consultant to the Board, and any amount owing to the Consultant due to underpayment shall be paid by the Board to the Consultant. Any payment due to the Consultant under III. F. 2 shall be paid by the Board to the Consultant in biweekly payments of two thousand seven hundred and fifty dollars (\$2,750) each through the end of the term of the Agreement.

C. The payments made under this section of the Agreement, and any payment required pursuant to II. F represents the entire compensation due to the Consultant from the Board under this Agreement.

III. General Terms

- A. The Consultant may engage in other work provided it does not interfere or conflict with the work to be performed by the Consultant for the Board, and provided that the Consultant receives the prior written approval of the Executive Committee of the Board for other work.
- B. The Consultant shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Board.
- C. The Consultant understands and agrees that he is an independent contractor and not an employee of the State or any department, commission or board thereof and shall not accept such employment during the life of this Agreement without the prior written consent of the Board. The Consultant shall not engage the services of any person employed by the State without the prior written consent of the Board. The State will not make any deductions from the contractual payments for state or federal taxes or for FICA. The Consultant, as an independent contractor, agrees to take independent action to comply with all income tax and social security laws. The State will not provide liability protection, worker's compensation protection, any group health or life insurance or other benefit. The Consultant assumes the responsibility to provide the appropriate protection for these risks. The Consultant also understands that he will, on occasion work more than 40 hours per week providing services under this Agreement, but the Fair labor Standards Act relating to overtime will not apply because the Consultant is an independent contractor rather than an employee.
- D. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the State of Wisconsin nondiscrimination clause.

- E. The Consultant shall comply with and observe all federal, state and local laws that may be applicable to the work performed under this Agreement.
- F. 1. This Agreement may be terminated by the Board for cause upon ten calendar days' written notice to the Consultant. In the event of such termination, the Board will pay the Consultant for work performed by the Consultant on behalf of the Board and in accordance to the terms of this Agreement up to ten days following the receipt of notice by the Consultant.
2. This Agreement may be terminated by the Board without cause upon thirty calendar days' written notice to the Consultant. In the event of such termination, the Board will pay to the Consultant severance pay equal one half of the remainder of the annual payments provided for under II. A of this Agreement.
- G. The Board and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party in this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- H. All documents, whether finished or not, produced pursuant to this Agreement, shall become the property of the Board. The Consultant shall not affix any copyright symbols to products resulting from this Agreement.
- I. The Board and the Consultant may agree in a writing signed by the Consultant and the Chair of the Board, and approved by the Board, to amend or extend the period of this Agreement. Any extension of this Agreement shall include the period of the extension and the payments to be made by the Board to the Consultant during the period of the extension.

IN WITNESS WHEREOF, the Board and the Consultant have executed this agreement on this 12 day of Oct ~~September~~ 2001.

WISCONSIN STATE FAIR PARK BOARD

CONSULTANT

By [Signature]
Board Chair

By [Signature]
Joseph Chnelich

39-177-1288
Social Security or Federal I.D. No.

Christina Mason
In the presence of

Christina Mason
In the presence of

Amendment 1
to the
Agreement
between the
Wisconsin State Fair Park Board
and
Joseph Chrnulich

The Wisconsin State Fair Park Board and Joseph Chrnulich agree to amend their Agreement, entered into October 2001, as follows:

1. Following II. A. 2 on page 2 of the Agreement insert, "3. The Consultant shall receive reimbursement from the Board for reasonable expenses incurred by the Consultant to conduct work for the Board under this Agreement. Eligible expenses include but are not limited to mileage, meals, air fair, other transportation expenses, lodging and phone charges. Maximum reimbursement for any expense is limited to the maximum applicable to State of Wisconsin employees. Any individual expense of five hundred dollars (\$500.00) or more requires prior approval by the member of the Executive Committee designated by the Executive Committee. The Executive Committee shall establish the maximum amount of expense that may be reimbursed to the Consultant for each quarter during which this Agreement remains in effect. Expenses shall be submitted each month, with receipts, to the Executive Committee for its approval of reimbursement which approval shall be given for all expenses that meet the requirements of this paragraph of the Agreement."
2. Renumber II. B. 3 to be II. B. 4.
3. Following II. B. 2 on page 2 of the Agreement insert, "3. Reimbursement of expenses under A. 3 shall be paid within thirty (30) days of each approval by the Executive Committee."

In all other respects the original agreement remains unchanged.

FOR THE STATE FAIR PARK BOARD

Moose Speros

Moose Speros, Vice Chair

4/9/02

Date

FOR THE CONSULTANT

Joseph Chrnulich
Joseph Chrnulich

4-10-02

Date

Mike

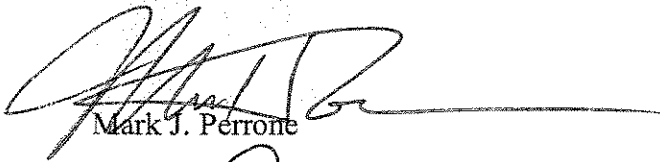
VP/EM Contract

(as acquired thru
promotional rights
purchase transaction
by the Board)


SPORTSERVE
P.O. BOX 49
IPSWICH, MA 10938

CONFIDENTIALITY AGREEMENT

It is understood and agreed that the content of the Agreement for Services attached by and between Mark J. Perrone and Carl A. Haas Race Teams, Ltd. is proprietary information and any portion of said document shall not be shared or reproduced in any manner without express written consent of both parties. This portion of the Agreement shall be part and parcel to the contract and shall be part of any assignment of the contract for services.



Mark J. Perrone



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of February 4, 2003, by and between Carl A. Haas Racing Teams, Ltd., a Wisconsin corporation d/b/a The Milwaukee Mile (the "Company"), and Mark Perrone, an individual resident of the State of Massachusetts (the "Consultant").

WHEREAS, the Company desires to have the Consultant provide services to the Company, and the Consultant desires to provide services to the Company, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Consultant shall provide services as an independent contractor to the Company as a consultant during the Consulting Period (as defined in Section 6 below). The Consultant shall provide services to the Company and such other related services as may be assigned by the Company from time to time, including, but not limited to, those set forth on Exhibit A.

2. Control. The Company shall neither control nor shall it have the right to control the manner, mode, process, procedure, and detail in which Consultant performs the services described in Section 1 above, with the Company only being concerned with the performance of such services in a highly professional, ethical, and competent manner. Consultant has the right to control the manner, mode, process, procedure and detail of Consultant's performance. Consultant will not have

the authority to bind the Company to any financial obligation, contractual commitment, or asset acquisition. Consultant will review and obtain approval on all personnel decisions with Carl A. Haas before implementation occurs.

3. Status of Consultant.

(a) It is clearly understood and agreed, and it is the exclusive intention of the parties hereto, that Consultant is and will continue to be an independent contractor throughout the term of this Agreement. Neither Consultant nor any of Consultant's employees or agents, if any, is to be considered an employee of the Company in performing services under this Agreement for any purpose whatsoever, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding (federal, state and local) and any and all state taxes. Consultant agrees to timely file any necessary federal income tax returns, whether quarterly, annual or otherwise, and the Company agrees to timely furnish Consultant with information returns required under federal law.

(b) Notwithstanding the provisions of this Section 3, if a court or any agency of either the federal or state government determines that Consultant or any workers engaged by Consultant are employees of the Company for any purposes whatsoever, including, but not limited to, liability for withholding taxes, social security, unemployment compensation, and all similar taxes, workers' compensation coverage or liability, or any other state or federal law applicable to employment, Consultant agrees to hold and save the Company harmless from any and all liability,

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obligation or expense incurred by the Company, including, but not limited to, the amount of any assessment, award, judgment or other which may be entered against the Company on account of such determination, as well as any other expense incurred by the Company in connection with such matter, including attorneys' fees.

4. Work Space. The Company will provide Consultant with work space and equipment at its facility. Consultant may use his own home work space and equipment or the work space and equipment provided by the Company, in Consultant's discretion. Consultant will not be reimbursed for use of his own home work space and equipment.

5. Nonexclusivity. Consultant hereby acknowledges and represents that he is engaged in an independently established business. The Company shall not expect or require Consultant to provide services to the Company exclusively, however, Consultant agrees that he shall devote such time as may be necessary to render the services required by this Agreement and agrees to obtain Company's approval (which approval shall be in Company's sole discretion) before providing services to another auto racing promoter.

6. Consulting Period. The term of this Agreement shall commence on August 1, 2002 and shall continue for eighteen (18) months, expiring January 31, 2004. If Company chooses to terminate the contract prior to January 31, 2004, other than for cause, Company will pay Consultant all remaining sums due under the contract, plus any commissions that are earned by the date of termination or become due as a result of payments received after this contract or renewals resulting from new

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business created by Consultant. Notwithstanding anything to the contrary set forth in this Agreement, if the Company directly or indirectly sells or assigns its rights to operate The Milwaukee Mile, Company will have this contract assigned to the new operator and Consultant approves such assignment. Company will have no responsibility to Consultant subsequent to the date of assignment or date of sale.

7. Compensation. The Consultant may also receive compensation as set forth on Exhibit A attached hereto. Consultant shall not be entitled to participate in any employee benefit plans, medical insurance plans, life insurance plans, disability income plans, retirement plans, bonus incentive plans or other benefit plans in effect for employees of the Company.

8. Confidentiality and Nonsolicitation.

(a) Nondisclosure of Confidential Information.

(1) Consultant shall not disclose to anyone, or use or otherwise exploit during the Consulting Period and thereafter, for the benefit of anyone other than the Company, any Confidential Information. Confidential Information shall be defined as data and information relating to the business of the Company (whether constituting a trade secret or not) which is or has been disclosed to Consultant or of which Consultant became aware as a consequence of or through his relationship to the Company and which has value to the Company and is not generally known to its competitors (the "Confidential Information"). Confidential Information includes, but is not limited to, (i) any trade secrets, customer lists, details of client or consultant contracts, marketing plans, product or service development plans,

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business acquisition plans of the Company, or (ii) any portion or phase of any technical or information, ideas, "know-how," discoveries, product designs, computer programs (including source or object codes), processes, procedures, formulae or improvements of the Company, and whether or not in written or tangible form, and including all memoranda, notes, plans, reports, records, documents and other evidence thereof.

(2) The foregoing notwithstanding, the term "Confidential Information" does not include (i) information that becomes generally available to the public other than as a result of a disclosure by Consultant, and (ii) business methods applicable to businesses generally. Consultant shall not have any obligation hereunder to keep confidential any Confidential Information if, and to the extent, disclosure of any thereof is required by law, provided that Consultant shall, prior to making any such disclosure, notify the Company so that the Company may seek an appropriate protective or restrictive order.

(b) Nonsolicitation of Employees. For a period of one (1) year after the termination of the Consulting Period, Consultant shall not, directly or indirectly, on Consultant's own behalf or on behalf of any other person, entity or enterprise, employ, attempt to employ or assist anyone else in employing any of the Company's employees or any person who was employed by the Company during the twelve months prior to the termination of the Consulting Period.

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9. Termination.

(a) Either party may terminate this Agreement for "cause" without notice. Termination shall not relieve the parties of the requirements of Section 8.

(b) Cause shall be defined as: (i) the continued willful or deliberate failure of the Consultant to perform his duties in a manner substantially consistent with the manner prescribed by the Company, (ii) the engaging by the Consultant in willful misconduct materially and demonstrably injurious to the Company, (iii) the conviction of the Consultant for commission of a felony, whether or not such felony was committed in connection with the Company's business, or (iv) the circumstances described in Section 11 hereof, in which case the provisions of Section 11 shall govern the rights and obligations of the parties. With reference to any termination under clause (i) of this Section, the continued willful and deliberate failure of the Consultant to perform his duties shall not be deemed to have occurred unless and until the Consultant has been given written notice by the Company describing such failure(s) and the Consultant's failure to cure such failure(s) within ten (10) days of such notice.

10. Death or Disability. In the event of the Consultant's death or disability, this Agreement will terminate effective immediately and the Company will pay the Consultant or his estate all compensation due, if any, through the effective date of such termination. For purposes of this Agreement, the Consultant will be considered disabled if he is unable to perform services for a period of thirty (30) days in any twelve (12) month period.

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11. No Authority. Consultant shall not have the power to commit the Company to financial obligations or contracts.

12. Enforcement. The Consultant agrees that the Company's remedies at law for any breach or threat of breach by him of the provisions of Section 8 hereof will be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of the provisions of Section 8 hereof and to enforce specifically the terms and provisions thereof, in addition to any other remedy to which the Company may be entitled at law or equity. Should any provision hereof be adjudged to any extent invalid by any competent tribunal, such provision will be deemed modified to the extent necessary to make it enforceable.

13. Assignment. The rights and obligations of the parties under this Agreement shall not be assignable by the Consultant.

14. Notices. Any notice required or permitted under this Agreement shall be deemed to have been effectively made or given if in writing and personally delivered or mailed properly addressed in a sealed envelope, postage prepaid, by certified or registered mail. Unless otherwise changed by notice, notice shall be properly addressed to the Consultant if addressed to:

Mark Perrone

Post Office Box 49

Ipswich, MA 01938

or 7722 W. Greenfield Avenue

West Allis, WI 53214

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and properly addressed to the Company if addressed to:

Carl A. Haas Racing Teams, Ltd.

500 Tower Parkway

Lincolnshire, IL 60069

ATTN: Carl A. Haas

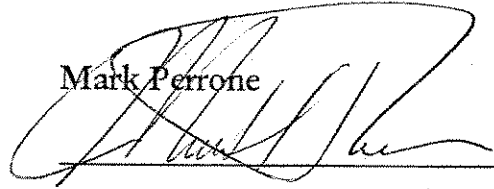
15. Severability. In the event any parts of this Agreement are found to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the invalid, illegal or unenforceable parts were deleted.

16. Miscellaneous. This Agreement constitutes the entire agreement, and supersedes all prior agreements, of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those contained herein. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Wisconsin. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

CRP

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, but effective as of the day and year first above written.

Date: 4/28/03

Mark Perrone


Date: 5/1/03

Carl A. Haas Racing Teams, Ltd.

By: 

Carl A. Haas, President

MR MUR

EXHIBIT A

1. Compensation as follows:

- a) August 1, 2002 through December 31, 2002, \$11,750.00 per month. Upon execution of this Agreement, Consultant will be paid \$8,250, representing the fee differential for August, September and October 2002.

January 1, 2003 through January 31, 2004, and if renewed, through July 31, 2004 at \$12,500 per month

- b) Company will provide Consultant at its expense with a 2002 or 2003 full-sized automobile to be used while Consultant is in Milwaukee.
- c) Company will provide Consultant with a hotel room, or an appropriate extended stay furnished apartment in the Milwaukee area, said hotel or apartment to be chosen by Company and approved by Consultant.
- d) Company reserves the right to use inventory to satisfy the rent for such housing and auto in lieu of direct payment by Company. If inventory cannot be used, Company and Consultant will agree on the costs of items b) and c).
- e) Company will reimburse Consultant for all reasonable business expenses within 30 days of submission. Consultant is authorized to use reasonable discretion in the exercise of his right to incur business expenses for travel, meals, entertainment, lodging and other items.
- f) Company agrees to pay Consultant's travel expenses for a reasonable number of trips between Boston and Milwaukee. Consultant will make best efforts to efficiently plan for business travel. Company and Consultant will mutually agree on the definition of reasonable.
- g) Should Consultant choose to move to Milwaukee, Company will pay all reasonable costs of moving possessions from Ipswich, MA to Milwaukee. Consultant must notify Company of his intent and Company has thirty (30) days to accept or reject the move.

MP MUR

- h) In addition to the base salary set forth above, CHRT will pay Perrone a commission override of 2.5% based on the performance of the sales department that he oversees. The commission structure will be paid on gross revenues excluding credit card charges and sales taxes collected by CHRT from sponsorship sales including naming rights, group ticket sales, hospitality sales and any other revenues created by departments overseen by Perrone. Commissions will be paid to Perrone on September 30th of each year of the contract and then again on the 30th of each following month. CHRT will pay Perrone the commissions described herein on multi-year sponsorships that exceed the term of this contract at the same rate and within the same time frame as if the contracts were paid during the term of this contract. This provision will survive the term of this contract. Haas shall only be responsible to pay consultant commission when and if sponsorship fees are received by CHRT.
- i) Consultant is bound by the budget at all times, and can not exceed any budget line item without the written authorization of the Executive Committee.

MP 5/24/07
MUR
5/19/07

2. The Consultants duties shall include but not be limited to the following:

General Manager and Vice President

Name: Mark Perrone

Employees Managed - 8, Public Relations Agency

Direct Report To: Carl A. Haas

Duties:

- Oversees all aspects of operations, personnel and profitability of Milwaukee Mile Speedway
- Oversees strategic planning of long terms objectives of the Speedway
- Oversees and manages all aspects of Speedway relationships with sanctioning bodies
- Represents Speedway's interest at all promoter meetings, as well as sanctioning body meetings

MUR

- Assists corporate sponsorship sales and relationships with presence
- Assists senior staff in development and management of departmental budgets
- Responsible for agenda and coordination of weekly staff meeting
- Explore and coordinate efforts to increase event inventory at the Speedway
- Negotiate and secure all event dates, sanctioning agreements and special event agreements
- Presents overall annual budget to Executive Committee for approval
- Interacts with senior staff members to oversee respective departmental objectives
- Represents Speedway at civic meetings, charity events, media interviews and requested special events
- Manages relationship with public relations agency in effort to reposition the perception of The Milwaukee Mile Speedway and promote the Speedway's 100th anniversary
- Responsible for day to day operations of the Speedway, interacts with Executive Committee on policy decisions
- Seek growth opportunities and vehicles revenue for Speedway revenue
- Work with existing sponsors and assist in fully leveraging partnerships
- Develop overall marketing plan for Speedway that will increase profile locally as well as nationally
- Oversee development and execution of all contracts for sponsorships and inventory

APMUR

- Monitors climate of opportunities within the motorsports industry that would provide market expansion and revenue increase
- Oversee development and execution of special events for Speedway's 100th anniversary celebration, as well as a pre-race and pre-event activities

MP
MUR

2003 CEO

Bonus recommen-
dation from
Administrative
Committee of
Board Requires
final fall Board
approval. x \$4400
total bonus.

**State Fair Park Administration Committee
Meeting Minutes
November 18, 2003**

Present: Chairman Martin Greenberg, Patricia McKeithan, Joseph Chrnulich, CEO

Chairman Greenberg posed question on the definition of Section 11(A) 2 as noted on Resolution No. 029-03. Mr. Chrnulich read from contract referencing due date of standards in which states that "Executive Committee of the Board shall agree in writing no later than December 30, 2001 to the method for determining how the Consultant will earn the incentive payments". Mr. Chrnulich adds that former Chairman proposed standards in 2002 however, they were not discussed with CEO for mutual agreement nor voted on by the Executive Committee at that time. A transition in Chairmanship took place and standards were not acted upon since that time.

After further discussion Chairman Greenberg suggested that due to the Administrative Committee's error in not having set the standards by end of year 2002, approval of bonus to the CEO would be granted based on prior verbal directives of top priorities from Chairman Greenberg to the CEO and in a letter dated July 2, 2003. Furthermore, bonus recommendation will be sent to the Board at the December meeting for discussion and possible final approval.

The Committee set forth the following accomplishments that warrant full bonus for 2003, all of which were mutually agreed upon by Mr. Chrnulich and the Administrative Committee.

1. Successful purchase of Milwaukee Mile promotional rights and securing of NASCAR and IRL races for 2004 season.
2. Meet or exceed net profit forecast for Fair 2004.
3. Successful renegotiation of skyglider and parking contracts.

Patti McKeithan moved approval of the bonus items and Chairman Greenberg seconded the motion for approval and to send the approved package to the Board for the December meeting. Motion approved.

Being no further business meeting was adjourned.

David Jones



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 **Track by Tracking Number**


View Details

Status: Delivered
Delivered on: Dec 9, 2003 10:48 A.M.
Signed by: AMY
Location: OFFICE
Delivered to: US

Tracking Number: 1Z 586 353 23 1000 454 9
Service Type: NEXT DAY AIR SAVER

Better visibility.
 Better control.
 Better transportation network.



Network Management 

Package Progress:

Date	Time	Location	Activity
Dec 9, 2003	10:48 A.M.	MIDDLETON, WI, US	DELIVERY
	7:42 A.M.	MIDDLETON, WI, US	OUT FOR DELIVERY
	5:27 A.M.	MIDDLETON, WI, US	ARRIVAL SCAN
Dec 8, 2003	2:18 A.M.	OAK CREEK, WI, US	DEPARTURE SCAN
	11:02 P.M.	OAK CREEK, WI, US	ARRIVAL SCAN
	10:34 P.M.	ELM GROVE, WI, US	DEPARTURE SCAN
	7:37 P.M.	ELM GROVE, WI, US	ORIGIN SCAN
	3:17 P.M.	ELM GROVE, WI, US	PICKUP SCAN

Tracking results provided by UPS: Dec 9, 2003 12:33 P.M. Eastern Time (USA)

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David Jones
12/9/03

Milw
Mile

Asbjornson, Karen

From: Matthews, Pam
Sent: Thursday, December 11, 2003 10:40 AM
To: Asbjornson, Karen; Chrisman, James; Mueller, Janice; Shannon, Pam
Subject: FW: Legislative Audit State Fair Park

Follow Up Flag: Follow up
Flag Status: Flagged

Hi All,

This is the e-mail that Sue was referring to yesterday. The attachments are a response from Joe Chmelich regarding the e-mail on the Milwaukee Mile and a letter from someone at Lowe's Home Improvement singing Joe's praises.

Pam

-----Original Message-----

From: Sen.Kanavas
Sent: Thursday, November 20, 2003 5:53 PM
To: Matthews, Pam; Kaufert, Dean; Kerkman, Samantha; Cullen, David; Pocan, Mark; Cowles, Bob; Darling, Alberta; George, Gary; Plale, Jean;



Senator Kanavas
Response to Ko...



Milw-Mile Recmd
ltrs.pdf

Sen.Reynolds; Gunderson, Scott; Staskunas, Tony; S
Jeskewitz,
Suzanne
Subject: RE: Legislative Audit State Fair Park

.Kanavas;

Dear Colleague:

I requested the CEO of State Fair Park prepare a memorandum to address the serious concerns raised in Mr. Kozura's letter, forwarded to us by Representative Jeskewitz. Attached, please find Joe Chmelich's response. Additionally, Mr. Chmelich requested that I also forward you two letters of recommendation that State Fair Park received regarding the work of Mr. Mark Perrone.

Please contact me if you have any questions or concerns regarding this matter.

Sincerely,

Ted Kanavas

-----Original Message-----

From: Matthews, Pam
Sent: Thursday, November 13, 2003 10:37 AM

To: Kaufert, Dean; Kerkman, Samantha; Cullen, David; Pohan, Mark; Cowles, Bob; Darling, Alberta; George, Gary; Plale, Jean; Sen.Reynolds; Gunderson, Scott; Staskunas, Tony; Sen.Kanavas
Subject: FW: Legislative Audit State Fair Park

Representative Jeskewitz asked that I forward this e-mail we received concerning the Milwaukee Mile for your review.

-----Original Message-----

From: dakozura [mailto:dakozura@ameritech.net]
Sent: Tuesday, November 11, 2003 9:36 AM
To: sen.roessler@legis.state.wi.us
Subject: Legislative Audit State Fair Park

Dear Senator Roessler, Senator Darling and Representative Jeskewitz:
I am writing this letter to address some topics which were put forth in the Milwaukee Journal Sentinel article regarding last Friday's meeting with State Fair Park officials. I had been employed by the Milwaukee Mile for the past 11 1/2 years. I was among the first employees brought on board when Carl A. Haas Racing was granted the racing contract in Spring 1992. In mid Sept. I was let go by Joe Chmelich and Mark Perrone. The reasons for my termination were budget reasons and a reorganization of race and Fair Park personnel. It is my belief that there was certainly more involved, but that is not pertinent to this correspondence. I am not writing this letter as a disgruntled employee, rather this note is written on behalf of the many great volunteers and racing fans that have supported the Milwaukee Mile for many years.

If the Legislative Committee does not have accurate financial documents for 2001-02 or 2002-03 then how does anyone know what the true cost was of the State Fair Park Board buyout of the Carl Haas racing contract? Hopefully you are aware that the buyout consisted of a \$250,000 cash settlement and "excusing" CAH racing of all previous debt obligations. Was this debt \$100,000, \$500,000, \$1,000,000, \$1,500,000? Has this ever been quantified?

In the matter of compensation let me note that in addition to Mr. Perrone's \$150,000 salary he will be receiving 2 1/2% of all racing revenues. This is not revenue above a certain agreed upon level but all revenue!!!

Additionally, he is reimbursed for expenses (meals, gas, etc.). Also, one of the few sponsorships that Mr. Perrone brought forward was an agreement with the Residence Inn in Brookfield which provides for his lodging as well as Chuck Kosich. Again, you should be aware that both Mr. Perrone and Chuck Kosich do not reside in or within commuting distance of the racetrack. Mr. Perrone lives in Mass., Mr. Kosich lives in Houston.

With regards to "industry standards" for compensation it should be noted that these standards are being compared to racing facilities that are profitable and that host a Winston Cup NASCAR event. Thus, this is not an "apples to apples" comparison.

With regards to the Milwaukee Mile doubling its number of races in 2004 from two to four let me ask "How does that guarantee profitability?" Has anyone

ever produced a pro forma for the new races? If they have, it would be curious to see what the attendance and sponsorship projections are. Additionally, Mr. Chernelich notes that attendance rose 20% in 2003. In light of the fact that the Milwaukee Mile was celebrating its' 100th Anniversary, hosted the first ever CART race under lights, and had a brand new Grandstand to offer its fans-20% doesn't seem to be much to crow about. This is akin to someone saying their stock rose 50% from 2 to 3 but not telling them that they bought at 50!

Lastly, it should also be noted that Mr. Perrone is involved in some outside interests. He was involved in procuring the title sponsorship (Golden Korral) for the Atlanta Motor Speedway for its NASCAR race next season. This while the Milwaukee Mile has no title sponsors for its racing events. Additionally, it is believed that he and another staff member were in Bristol, TN in mid August for the press conference announcing the sponsorship on Milwaukee Mile/State expense. Lastly, I would suggest that there has been no due diligence with regards to Mr. Perrone's past. Specifically, you should be aware that he had been charged with felony tax evasion charges and convicted of misdemeanor charges resulting in \$10,000 fine, court costs, two years probation and not being allowed to own or possess a firearm. He is now in a position of fiduciary responsibility for an agency of the State of Wisconsin.

I hope some of this information sheds a little light on what is going on at the State Fair Park as it relates to the Milwaukee Mile. If you need any explanation of any of the aforementioned feel free to contact me.

Sincerely,

Peter N. Kozura
(847) 297-8535

Asbjornson, Karen

From: Matthews, Pam
Sent: Thursday, December 18, 2003 3:22 PM
To: Plale, Jeff; Venskus, Katy; Sen.Kanavas; Pfaff, Bruce; Staskunas, Tony; Ramirez, Adrienne; Gunderson, Scott; Ohlson, Gwen; Asbjornson, Karen; Roessler, Carol; Seaquist, Sara; Sue Home (E-mail); Handrick, Diane
Subject: Final Plans for State Fair Park Meeting

Dear Legislators and staff,

Thanks to Adrienne in the Staskunas office, we finally have a time and place for our meeting. The meeting will be held at West Allis City Hall, Room 128 on January 9th. The meeting will begin at 10:30 and we have the room reserved until 12:30. West Allis City Hall is located at 7525 W. Greenfield Avenue in West Allis.

Again, if you have any questions please call or e-mail me.

Pam

*Pamela B. Matthews
Research Assistant
Office of Representative Sue Jeskewitz
24th Assembly District*

*Office: 608-266-3796
Toll Free: 888-529-0024
Pam.Matthews@legis.state.wi.us*

Asbjornson, Karen

From: Matthews, Pam
Sent: Wednesday, December 17, 2003 4:09 PM
To: Plale, Jeff; Venskus, Katy; Sen.Kanavas; Pfaff, Bruce; Staskunas, Tony; Ramirez, Adrienne; Gunderson, Scott; Ohlson, Gwen; Asbjornson, Karen; Roessler, Carol; Seaquist, Sara
Cc: Sue Home (E-mail); Handrick, Diane
Subject: State Fair Park Meeting

Dear Legislators and staff:

I wanted to give you an update as to the details regarding the January 9, 2004 meeting. Rep. Jeskewitz thought that West Allis would be a good central location for the meeting and I am working with the Staskunas office to find a suitable place to hold the meeting. Since we have yet to find a place I felt an update was in order. The time of the meeting may be dictated based on the availability of a room, but as soon as we find a place I will contact you again with the details.

Thank you for your patience.

Pam

*Pamela B. Matthews
Research Assistant
Office of Representative Sue Jeskewitz
24th Assembly District*

*Office: 608-266-3796
Toll Free: 888-529-0024
Pam.Matthews@legis.state.wi.us*

Pettit



State of Wisconsin \ LEGISLATIVE AUDIT BUREAU

JANICE MUELLER
STATE AUDITOR

22 E. MIFFLIN ST., STE. 500
MADISON, WISCONSIN 53703
(608) 266-2818
FAX (608) 267-0410
Leg.Audit.Info@legis.state.wi.us

December 19, 2003

DEC 19 2003

Senator Carol A. Roessler and
Representative Suzanne Jeskewitz, Co-chairpersons
Joint Legislative Audit Committee
State Capitol
Madison, Wisconsin 53702

S

Dear Senator Roessler and Representative Jeskewitz:

The Pettit National Ice Center, which is located on State Fair Park fairgrounds, was originally constructed at a cost of \$13.3 million, including \$4.0 million in private contributions and \$9.3 million in program revenue-supported bonds. Funds to retire the debt are to be provided through monthly rent payments from the Pettit Center, under the terms of a lease agreement signed in 1993. That agreement gives the Pettit Center responsibility for its own operating costs and for the debt service costs that State Fair Park incurs on its behalf. At the Joint Audit Committee hearing on our audit of State Fair Park (report 03-11) in November 2003, questions were raised regarding the monthly rent payments made by the Pettit Center and whether they continue to correctly represent the debt service payments that State Fair Park makes.

We reviewed this issue and found that the bonds used to initially fund the Pettit Center have been refunded, or refinanced, at various times since 1993 to take advantage of lower interest rates. As a result, State Fair Park's debt service payments no longer agree with the rent schedule included in the initial lease agreement.

As shown in the attachment, State Fair Park's fiscal year (FY) 2003-04 debt service costs will be \$164,100 less than the Pettit Center's rent payments. This difference increases to \$228,850 in FY 2004-05. In future years, given current debt schedules, this trend will reverse: State Fair Park's debt service costs will exceed the Pettit Center's scheduled rent payments from FY 2007-08 through FY 2008-09 and again from FY 2011-12 through FY 2012-13, when the current lease agreement ends. Because refundings have extended the bond repayment period beyond the lease period, State Fair Park's debt service costs will not be offset by any rental revenue for another four years.


~~Renegotiating the lease agreement to correspond to the current debt schedule would give State Fair Park offsetting rental income and would allow the Pettit Center to reduce its operating costs in the short run. As noted in our audit report, the Pettit Center has experienced financial difficulties, reporting net losses in four of the last five years, and has not consistently made its monthly rent payments to State Fair Park. For example, in FY 2002-03, the Pettit Center did not make five monthly rent payments for which it owes State Fair Park \$371,600 in late rent.~~

Senator Carol A. Roessler and
Representative Suzanne Jeskewitz, Co-chairpersons
Page 2
December 19, 2003

Finally, State Fair Park officials have indicated that State Fair Park incurs other expenses, in addition to debt service, on the Pettit Center's behalf. For example, the agency's municipal services assessment includes the Pettit Center. As part of its negotiations to revise the lease agreement, the State Fair Park Board will likely wish to consider these costs. Conversely, the Pettit Center will likely wish to have quantified the exact difference between actual debt service costs and the amount of rent charged in prior years. In the interest of timeliness, we have not determined this difference because of the significant audit steps that would need to be undertaken.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,



Janice Mueller
State Auditor

JM/JG/bm

Enclosure

cc: Senator Robert Cowles Representative Samantha Kerkman
 Senator Alberta Darling Representative Dean Kaufert
 Senator Jeffrey Plale Representative David Cullen
 Senator Julie Lassa Representative Mark Pocan

Martin Greenberg, Chairman
State Fair Park Board

Joe Chmelich, Chief Executive Officer
State Fair Park

Cindy Yomantas, Executive Director
Pettit National Ice Center

*7-11-04
Greenberg's side same one?*

Pettit Center Debt Service Compared to Rent Payments
 FY 2003-04 through FY 2016-17

Fiscal Year	Debt Service*	Rent Payments**	Difference
2003-04	727,887.78	891,982.14	(164,094.36)
2004-05	662,965.50	891,813.39	(228,847.89)
2005-06	876,262.39	891,258.30	(14,995.91)
2006-07	874,305.17	890,184.42	(15,879.25)
2007-08	943,799.71	889,429.47	54,370.24
2008-09	942,655.94	888,773.07	53,882.87
2009-10	866,538.25	888,592.53	(22,054.28)
2010-11	866,346.15	888,182.19	(21,836.04)
2011-12	892,455.64	888,182.19	4,273.45
2012-13	894,556.21	666,247.41	228,308.80
2013-14	44,033.88	-	44,033.88
2014-15	42,947.22	-	42,947.22
2015-16	42,697.33	-	42,697.33
2016-17	38,916.82	-	38,916.82

* Debt service payments related to the Pettit Center are paid by State Fair Park.

** Rent payments from the Pettit Center to State Fair Park were initially intended to cover debt service costs.



Wisconsin State Fair Park

MEMORANDUM

December 29, 2003

TO: Co-Chairs - Legislative Joint Audit Committee
FROM: Joseph M. Chmelich - CEO
RE: WSFP Financial Reports Extension Request
CC: Ms. Janice Mueller, Martin Greenberg, Craig Barkler

Dear Senator Roessler and Representative Jeskewitz,

As you know, we have hired the firm of Virchow Krause to assist us in completing our 2002-2003 financial statements. Now that they have had some time to work on this project it has become apparent to them that they will need a few additional weeks to complete their work. They believe the work can be completed by January 30th, 2004.

Craig Barkler from DOA has been in communication with the LAB staff regarding our progress and the extension request. LAB sees not problem with this, (see attached e-mail). We hope this meets with your approval as well.

Lastly, we look forward to completing this task to your satisfaction and feel confident that our financial reporting systems will be in good form as we proceed into the new year. Thank you in advance for your consideration.

Yes - Joe said he would double check at meeting - K

Chmelich, Joe

From: Barkelar, Craig [Craig.Barkelar@doa.state.wi.us]
Sent: Friday, December 26, 2003 7:29 AM
To: Chmelich, Joe
Subject: Financial Statement Compilation

According to Tom Schieddeger, who is the Virchow Krause partner in charge of State Fair Park's financial statement compilation, the statements will not be completed until the end of January. After going over some lingering issues with Scott Thornton in the State Controller's Office and Julie Gordon and Cindy Simon of the Audit Bureau, Tom does not think his two staff can complete all of the work until January 30th. The Audit Bureau is okay with this. However, you may want to contact the Audit Committee co-chairs and officially request a two week extension.

I hope you enjoyed Christmas.

Craig

SFP

- board &

- policy making body

→ digging in day to day

- not execute

performance criteria

no review process

better run club score

- no eval. criteria

- no policy manual for bertha
SFP

SFP
Budgets

Tony - hired accounting

- financing

Ted - 1 yr.

Tony - 2 1/2 yrs

K - treat like a bus.

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treat like a bus. - not a pure
agency

- Pettit

- Pettit

Exec. State
Director of Fair Pay

- SF

- part rental

- midw note

- WI Expo

- Pettit

> changed

met w/ Pettit pe

last 6 mo.

heads are having no mtes

no legal authority to
oversee employees

Expo - as state agency can't let
anything to default
loss of rel. betw.

C of West Allis -

2 people

1. hiring a CFO + → think globally/vision
2. VP marketing - bookkeeper open 99

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CCCCCCCCCCCCCCCCCCCC

no legal oblig^{ion}

Pettit

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it could (Palle)

Jim Casten - martin

Greenberg

Marty - his partner

ask Roth Judd

messy:

Expo - bonds up in March

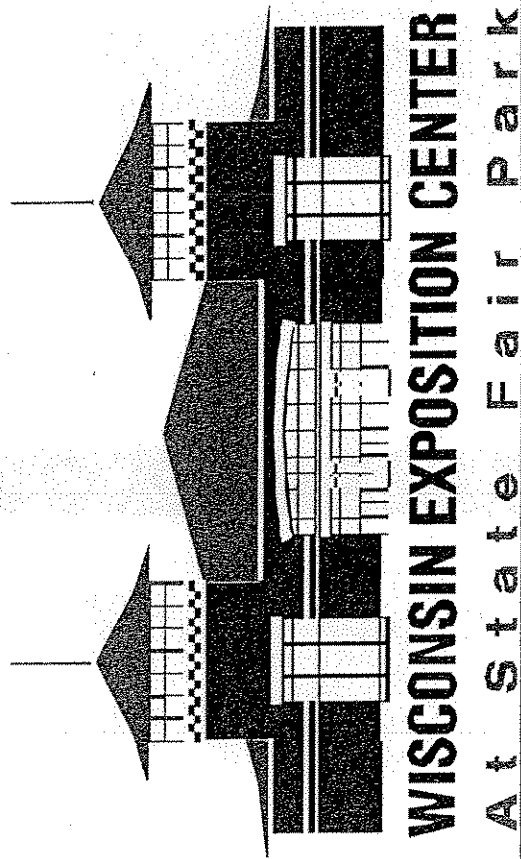
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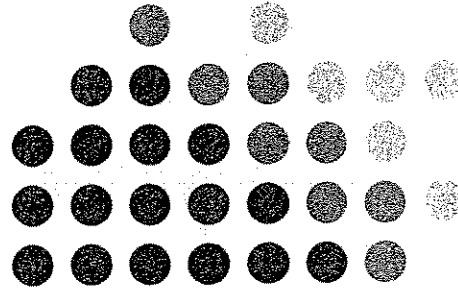
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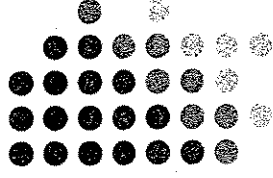
stop taking \$ - PR no GPR - how be
assessed

elim. legisl. oversight - has to be on



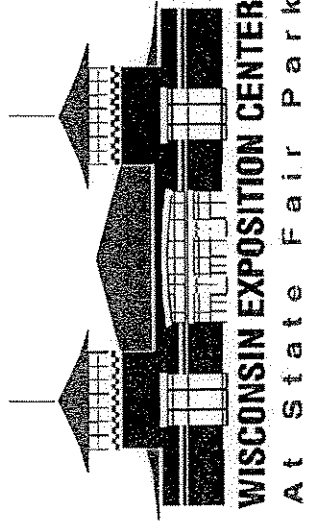
Wisconsin Exposition Center
2004
Business Plan



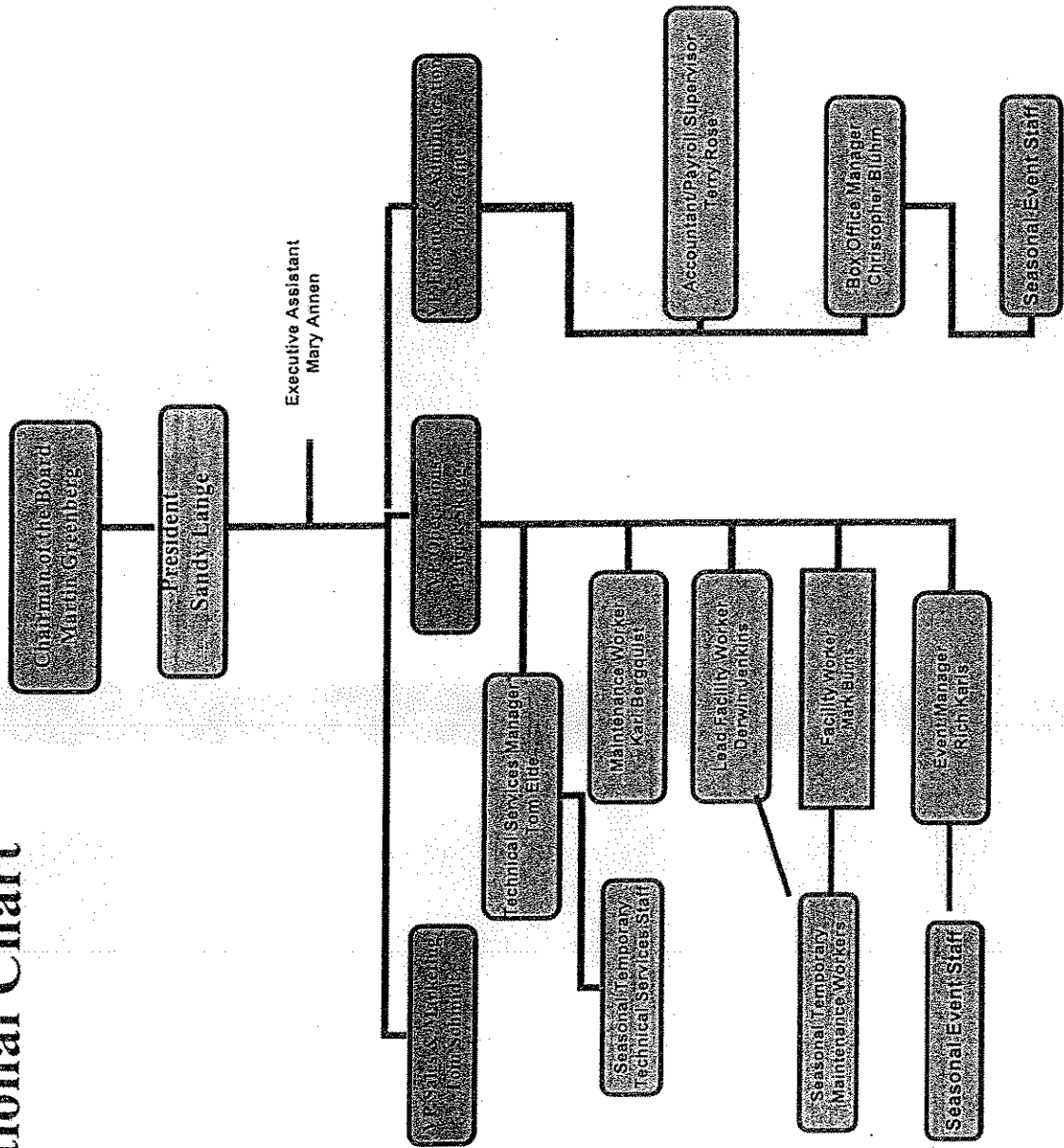
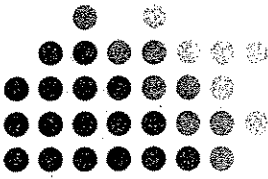


Wisconsin Exposition Center 2004 Business Plan

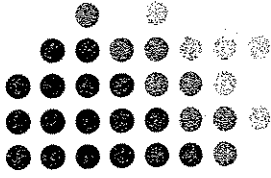
- State Fair Exposition Center Inc.
- Non-Stock corporation
- Organized under Chapter 181 of WI Statutes
- Formed in 2000 to construct, own and operate the Wisconsin Exposition Center located on grounds of WI State Fair Park
- Wisconsin Exposition Center was built to replace dilapidated buildings on State Fair Park grounds
- Exempt from all Federal income tax and Wisconsin sales or use tax



State Fair Park Inc. Organizational Chart

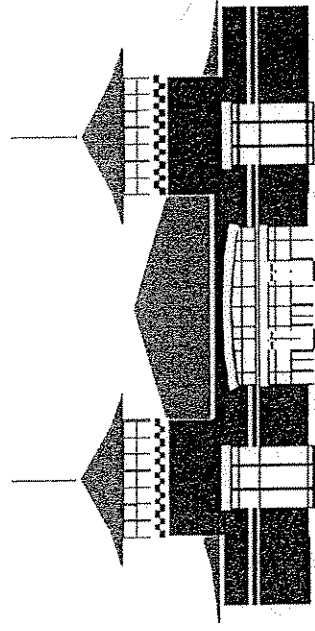


Wisconsin Exposition Center 2004 Business Plan



Wisconsin Exposition Center

- 200, 000 gross square feet of exhibit space
- 1050 10 x 10 booths
- 4 meeting rooms
- Unlimited weight load capacity
- Ample parking
- Central location
- Designed to attract and host consumer shows and tradeshow.



WISCONSIN EXPOSITION CENTER

At State Fair Park

Wisconsin Exposition Center 2004 Business Plan

Competitive Environment

Local Competition

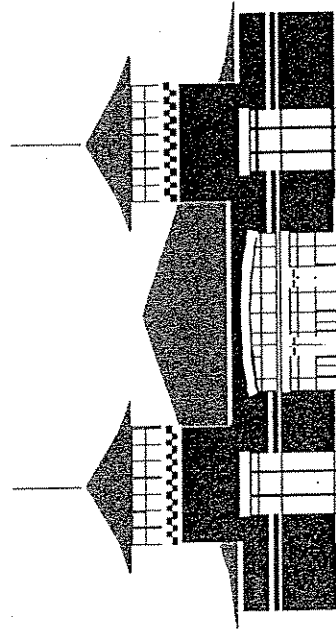
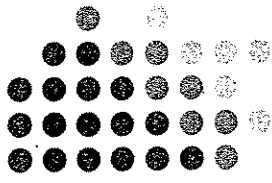
- Waukesha County Expo Hall
- Washington County Fair Expo
- Midwest Airlines Center, Milwaukee

Regional Competition

- Brown County Veterans Complex/Shopko Hall, Green Bay, WI
- Alliant Energy Center, Madison
- Navy Pier, Chicago, IL
- Rosemont Convention Center, Rosemont, IL
- Minneapolis Convention Center, Minneapolis, MN

National Competition

- Allen County War Memorial Coliseum & Exposition Center, Fort Wayne, In
- Kentucky Fair & Exposition Center, Louisville, KY
- Novi Expo Center, Novi, MI

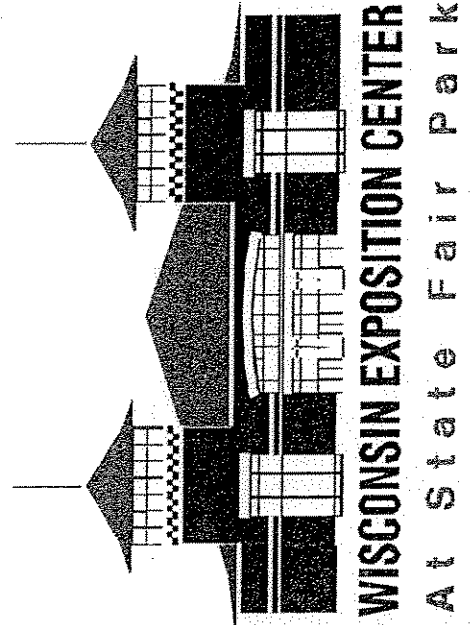
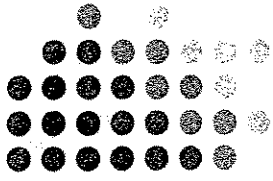


WISCONSIN EXPOSITION CENTER
At State Fair Park

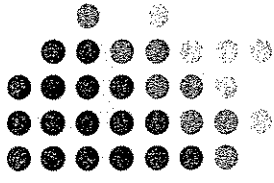
Wisconsin Exposition Center 2004 Business Plan

Summary of Events

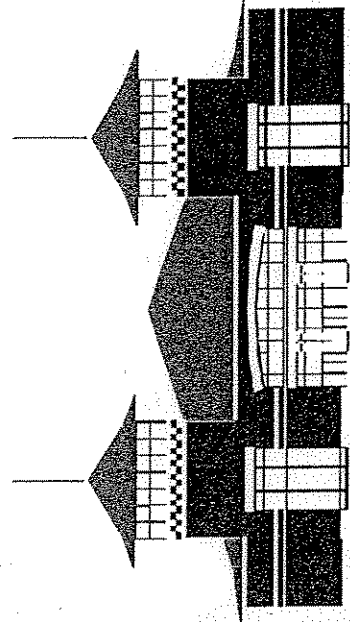
- 2002 Hosted 17 events
- 2003 Hosted 41 events
- 2004 Hosting 37 Events
(9 tentatives)
- 2005 Hosting 29 Events
(9 tentatives)



Wisconsin Exposition Center 2004 Business Plan



- Number of Days
- Building in Use
- 2002 69
- 2003 182
- 2004 170
- 2005 152



WISCONSIN EXPOSITION CENTER
At State Fair Park