



Kewaunee County
FINANCE & PUBLIC PROPERTY COMMITTEE MEETING

January 22, 2019

5:30 p.m.

Kewaunee County Administration Center, 810 Lincoln Street, Kewaunee, WI 54216
Conference Room

1. Call to Order
2. Roll Call
3. Approval of January 22, 2019 Finance Agenda
4. Approval of January 11, 2018 Finance Committee Minutes
5. Public Comment
6. Approval of Funds Transfer Request from General Fund (\$60,700)
7. Approval of Fairgrounds Lease Agreement
8. Next Meeting
9. Such Other Matters as Authorized by Law
10. Adjournment

The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to do so. Persons with disabilities needing special accommodations to attend or participate should contact the County Administrator's Office at (920) 388-7164 prior to the meeting so that accommodations may be arranged.

**KEWAUNEE COUNTY
FINANCE & PUBLIC PROPERTY COMMITTEE - MEETING MINUTES**

Date: [January 11, 2019](#) Time: [8:00 AM](#)

Administration Center – Conference Room

Call to order: The meeting was called to order at 8:00AM by Chairman Haske

Roll call: Members present: Virginia Haske, Tom Romdenne, Daniel Olson
Excused: Lee Luft, John Mastalir. Others present: Scott Feldt, Paul Kunesh, Jeff Wisnicky, Mary Ellen Dobbins, Robert Weidner,

Approve the agenda: Motion by Olson, second by Romdenne to adopt the agenda. Motion carried.

Approve minutes: Motion by Romdenne, second by Olson to approve the 12/07/2018 Finance Committee minutes. Motion carried.

Public Comment: None

Review monthly financial report: Sales tax for 2018 is \$1,066,003 so far, with one payment remaining. Winter Park opened again in December, and generated just under \$5000 of revenue, up a little from December 2017. The Department of Natural Resources (DNR) notified the County that the Landfill's Long Term Care (LTC) trust account is sufficiently funded. No additional amount will need to be deposited into the LTC trust. An earlier DNR calculation determined that an additional \$660,000 would be required.

Review overtime report: Sheriff department overtime was discussed. Staffing and scheduling changes should alleviate this issue in 2019. The request by Human Services to Personnel committee to increase the comp time limit was discussed as it relates to overtime.

2014 Tax Deed Parcel Update: One tax deed, GC Badgerland, was recorded from the list of potential properties. Hillegras paid in full. Witcpalek made a partial payment, and the balance is to be paid next week or the property will be taken.

Set Value for Parcel Sale (GC Badgerland-1004 Dodge St, Kewaunee): The Committee reviewed and discussed the unpaid tax and property value. Motion by Olson, second by Romdenne to set the appraised value at \$5,000. Motion carried.

Review County Timekeeping System (with possible action): No updates this month. Kunesh reviewed the current paper timecard as well as some of the shortcomings of our current process including overtime, flex time, holiday, and comp time.

Discussion of Grezslo Property Request for Proposals (with possible action): Draft Request for Proposal (RFP) was provided by Feldt. Description & maps of property are included as well as a request for a description of the proposed site use and development. The next steps after approval will be to update final details such as dates and then issue the RFP and receive proposals. Motion by Olson, second by Romdenne to approve and issue the Grezslo Property Request for Proposal. Motion carried.

Review vendor payments: Vendor payment reports for December were reviewed by the committee.

Approve County Board and supplemental payroll: Motion by Romdenne, second by Olson to approve the County Board and Supplemental Payroll as presented. Motion carried.

Next finance committee meetings: January 22 at 5:30PM, and February 15th 8:00AM

Such other matters as authorized by law: The January 22nd meeting is needed for a General Fund transfer request for the Jail needs consultant, as well as approval of the Fairgrounds contract renewal.

Adjournment: Motion by Olson, second by Romdenne to adjourn the meeting. Motion carried. Meeting adjourned at 9:20 AM.

Submitted by:
Paul Kunesh, Recording Secretary

**Kewaunee County
Budget Transfer Request**

Date: January 15, 2019

Department: Administration

Requested by: Scott Feldt

FROM:			TO:		
Account Number	Account Description	TRANSFER AMOUNT	Account Number	Account Description	TRANSFER AMOUNT
A	100.343 General Fund	60,700.00	100 51410 00 296	Contracted Services	60,700.00
B					
C					
		60,700.00			60,700.00

REASON FUNDS ARE AVAILABLE FOR TRANSFER (BE SPECIFIC):		Circle one:
A	Funds are to be transferred from General Fund instead of Contengency Fund, Therefore does not penalize last request is contingency funds are depleted	One-time OR Ongoing
B		One-time OR Ongoing
C		One-time OR Ongoing

REASON TRANSFER IS NEEDED (BE SPECIFIC):		Circle one:
A	Fee for Jail Needs Assessment consultant. Not included in 2019 budget as amount was not known.	One-time OR Ongoing
B		One-time OR Ongoing
C		One-time OR Ongoing

FINANCE DIRECTOR Funds are / are not available for transfer Signature / Date: *[Signature]* 1/15/19

COUNTY ADMINISTRATOR Recommended / Not Recommended Signature / Date: *[Signature]* 01-15-19

OVERSIGHT COMMITTEE Approved / Denied Signature (Chair) / Date:

FINANCE COMMITTEE Approved / Denied Signature (Chair) / Date:

COUNTY BOARD Approved / Denied Signature (Chair) / Date:

REQUIRED APPROVAL:		
Transfer is from:	For amount:	Then approval is needed up to:
Within an individual department's budget	Up to \$1,000	County Administrator
Within an individual department's budget	Up to \$20,000	Oversight & Finance Committee
Within an individual department's budget	Over \$20,000	County Board (Resolution Needed)
Contingency Fund OR Capital Improvement Fund	Up to \$20,000	Oversight & Finance Committee
Contingency Fund OR Capital Improvement Fund	Over \$20,000	County Board (Resolution Needed)
Fund Balance	Up to \$20,000	Oversight & Finance Committee
Fund Balance	Over \$20,000	County Board (Resolution Needed)
Any other source	any amount	County Board (Resolution Needed)

Last Updated: 07/02/2015

Fairgrounds Lease Agreement

This **AGREEMENT** is entered into between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216, County,

-and-

Kewaunee County
Agriculture Association, Inc.
625 Third Street
Luxemburg, WI 54217 Association.

RECITALS

WHEREAS, County is a body corporate, authorized to acquire and hold, lease or rent real and personal estate for public uses or purposes and to do such other acts as are necessary and proper to the exercise of the powers and privileges granted and the performance of the legal duties charged upon it; and

WHEREAS, County acquired real property in the Village of Luxemburg to hold agricultural and industrial fairs and made improvements thereon to facilitate said fairs and exhibitions; and

WHEREAS, Association is a stock and non-profit corporation established to encourage, promote, operate and foster a Kewaunee County Fair and related activities for the benefit of the citizens of Kewaunee County; and

WHEREAS, County and Association desire to enter into this Lease Agreement to continue the proud tradition of the Kewaunee County Fair on County's real property in the Village of Luxemburg.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual promises set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Term.
 - (a) The Initial Term of this Agreement will begin on January 1, 2019 and will end on December 31, 2020 unless sooner terminated by default of either party.

- (b) Beginning January 1, 2021 and the first day of January every second year thereafter, this contact shall automatically renew itself for successive two year terms under the same terms and conditions.
 - (c) County or Association may terminate this lease at the end of the Initial Term or any Successive Term by providing written notice sixteen (16) months before the expiration of the Initial Term or any Successive Term of this Agreement.
- 2. Rent. Association shall pay County an annual rental of one dollar (\$1.00). The rent for calendar year 2019 is due on or before March 1, 2019 and thereafter annual rent is due on or before the first day of January.
- 3. Use.
 - (a) Association shall use the Fairgrounds for the purpose of operating the Kewaunee County Fair and any activity, event or purpose related or incident thereto and Association shall, consistent with the provisions of this Agreement, have access to and use of the Fairgrounds during the week designated for the Kewaunee County Fair. Any other use or occupation of the premises shall be only with the written consent of County or its designated committee or agent.
 - 1. Association is granted use of the main exhibition hall to hold an annual Fairest of the Fair Gala.
 - 2. Association is granted use of the main exhibition hall to hold an annual yet to be determined event.
 - 3. Association shall contact County to request specific dates for any event scheduled outside the week designated as the Kewaunee County Fair. Outside the week of the Fair, County allows use of the leased premises on a first come first served basis and County will not displace a previously booked event in favor of Association.
 - (b) The property known as the Kewaunee County Fairgrounds is the Leased Premises and is comprised of Parcel Numbers 31 146 NE 21 5-2, 31 146 NE 21 6-1.1, and 31 146 LIP 8.
 - (c) County and Association shall by mutual consent designate certain buildings or office space on Fairgrounds as may be necessary for storage of items of personal property owned by Association and used in conjunction with the operation of the Kewaunee County Fair.
 - (d) Association shall, during the conduct of said Fair, also have the use of all buildings on Fairgrounds. The use of any buildings or structures constructed or located on the Fairgrounds in the future shall be determined by agreement of the parties at the time the building or structure is so constructed or located on the Fairgrounds.
 - 1. *Exclusions.* Association shall not have access to the following locations:

- a. County office space including the Emergency Management Department, Land and Water Conservation Department, and the vacant office located adjacent to the Land and Water Conservation Department.
 - b. Any buildings or storage sheds located in the racetrack pit area used by the race promoter without the prior approval of County and race promoter.
 - c. Track Maintenance Building.
 - d. Any mechanical, HVAC, electrical or like spaces without the prior written approval of County.
 - e. The Grandstand is only available to Association the week of the Fair. Association may request to use the Grandstand to hold an event and is subject to County's then current Grandstand user fees.
 - f. County reserves the right to exclude additional buildings, offices, or spaces from this Agreement by providing Association thirty (30) days prior written notice.
- (e) Association shall have access to the Fairgrounds and those buildings located thereon that are not being leased or rented or otherwise occupied sixty (60) days prior to the date of the beginning of the Fair so that Association may make proper preparations for the conduct of said fair. The entire Fairgrounds, save the exclusions set forth in Paragraph (d), shall be available to Association the thirty (30) days immediately preceding the week of the Fair. The entire Fairgrounds, save the exclusions set forth in Paragraph (d), shall be available to Association for 14 days immediately after the conclusion of the Fair for purposes of cleaning buildings and grounds as required herein. In the event County does not make the Fairgrounds available as required herein, County shall pay to Association the sum of \$50.00 per day for each day the said Fairgrounds are not available to Association as required herein. Association agrees to pay County the sum of \$50 per day beginning the fifteenth (15th) day following the Fair for each day said Fairgrounds are not cleaned, surrendered and available to County as required herein.
- (f) The parties agree that the Fairgrounds shall be cleaned of all debris after the Fair by Association.
- (g) Association shall notify County in writing of the dates of the Kewaunee County Fair in each year of this lease on or before the first day of February of each year so that County can make available to Association the Fairgrounds as required herein.
- (h) County shall consult with Association prior to allowing use of the Leased Premises during the forty-five (45) day period immediately preceding or following the week of the Fair to anyone until the close of said Fair for the purpose of operating any event similar to or in conflict with any event scheduled at the Kewaunee County Fair.

4. DELETED.

5. Sublease. Association agrees not to underlease or sublet said premises or any part thereof without the written consent of County except during the actual operation of Fair as may be necessary for normal and customary operation of concession stands, carnival attractions or other uses related or incidental to the Fair.
6. Utilities. Association shall pay all charges for fuel, gas, water, sewer, electricity, and other utility services furnished upon or in connection with the use of the leased premises during the period the property is used for the Kewaunee County Fair.
7. Hold Harmless.
 - (a) County shall indemnify and hold harmless Association against all claims, demands, causes of action, suits or judgments including expenses occurred in connection therewith for death or injuries to persons, or for loss of or damage to property arising out of or in connection with structural defects of the Leased Premises not caused by Association, its agents, employees, invitees or others under Association's control.
 - (b) Association shall indemnify and hold harmless County against all claims, demands, causes of action, suits or judgments including expenses occurred in connection therewith for death or injuries to persons, or for loss of or damage to property arising out of or in connection with the use and occupancy of the Leased Premises by Association, his agents, employees, invitees or others under Association's control. County shall not be responsible for any damage, injury or death arising from any act or omission in connection with the operation, management, or maintenance of any equipment or facility on the Leased Premises by Association, his agents, employees, invitees or others under Association's control. Association shall assume all such liability and indemnify County against any liability arising therefrom. Should an action be commenced in which County is made a party defendant due to the acts of Association, his employees, agents, invitees or others under his control Association shall pay, upon demand, County's counsel fees and any damage or other awards resulting from such action. Association shall at all times indemnify County against any judgments resulting as aforesaid.
8. Insurance. During the full term of this Agreement Association shall, at its sole cost and expense, maintain a policy or policies of insurance. Each year of this Agreement Association shall provide to County, not later than one week prior to the first use of the Leased Premises, a certificate of insurance showing liability coverage owned by Association. The coverage shall be by an admitted company. County of Kewaunee shall be named as additional insureds under the policy provided hereunder. It shall be a precondition to the effectiveness of this Agreement that a copy of the proposed insurance contract is provided to County. This Agreement shall not become effective, even though fully executed, unless the required policy is provided. The following minimum coverages are required:

- (a) *Commercial General Liability.*
 - 1. General Aggregate, Per Event \$5,000,000
 - 2. Products Completed Operations Aggregate \$5,000,000
 - 3. Each Occurrence \$1,000,000
 - 4. Personal & Advertising Injury \$1,000,000
 - 5. Damage to Premises \$300,000
 - 6. Participant Legal Liability \$1,000,000
 - 7. Liquor liability – each common cause \$1,000,000
 - 8. Liquor liability – Aggregate \$2,000,000
- (b) *Excess Liability*
 - 1. General Aggregate \$1,000,000
 - 2. Each Occurrence Limit \$1,000,000
- (c) *Participant Accident*
 - 1. Accidental Death \$10,000
 - 2. Accidental Dismemberment \$10,000
 - 3. Excess Medical \$10,000
- (d) *Workers Compensation.* If and as required by the State of Wisconsin.
- (e) *Other Insurance.* If and as required by the State of Wisconsin.
- (f) *Annual Review of Coverages.* Association and County shall meet annually to review insurance coverages and agree to make any necessary coverage changes consistent with industry standards in Wisconsin for the events and activities held by Association on the Leased Premises.

9. County Staff. County agrees to provide staff during the month of July in each year of this Agreement to assist Association in the preparation, operation and clean-up of the Kewaunee County Fair. Association's use of staff is limited to a total of 360 hours of service during said month of July and Association shall reimburse County for any time by said staff in excess of 360 hours.

10. Annual Reports. Association shall annually provide County with its operating report, showing receipts and disbursements. Association shall provide County a true copy of the annual report submitted to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection by February 1 of each year of this Agreement. Association shall provide County a true copy of Association's Federal and State Income Tax Forms by June 1 of each year of this Agreement.

11. Default. If the leased premises shall be deserted or vacated, or if any legal proceedings are commenced against Association in any court to dissolve or terminate the operations or existence of Association either before or after commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than five (5) days after written notice of such default by Association, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained of hereafter established on the part of Association for more than twenty (20) days after written notice of such default by Association, this lease (if County so elects) shall thereupon become null and void, and County shall have the right to re-enter or

16. Alterations. Association shall not make, without first obtaining the written consent of County, any alterations, additions, or improvements, in, to or about the premises. Any alterations, improvements or additions made to the premises shall remain with premises at the termination of this Agreement unless the same can be removed without damaging the premises. All business signs or placards shall be removed by Association at termination. Association, in removing any signs, placards, alterations, improvements or additions (that can be removed without causing damage to the premises), shall restore the premises to the same condition as when received.
17. Surrender. Association agrees to quit and deliver the premises to County peacefully and quietly at the termination of the Agreement, in good condition, reasonable wear and tear excepted.
18. Waiver. The waiver by a party of any breach or failure of the other party to perform any covenant in this Agreement shall not constitute a waiver of any subsequent breach.
19. Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event that any provision hereof shall be determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions hereof which shall be severable.
20. Understanding. Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of employee and employer, principal and agent or of partnership or of joint venture between the parties.
21. Force Majeure. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical because of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
22. Severability. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
23. Amendments. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by the parties.

24. Benefit. The conditions, covenants, and agreements in this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF said parties have hereunto affixed their signatures.

FOR THE COUNTY

Scott Feldt
County Administrator

Dated: _____

FOR THE ASSOCIATION
Kewaunee County Agricultural Association, Inc.

By: Pat Benes
Its: President

Dated: _____

By:
Its: _____

Dated: _____