



Kewaunee County
FINANCE & PUBLIC PROPERTY COMMITTEE MEETING
AGENDA

February 14, 2023 4:30 p.m.

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

1. Call to Order
2. Roll Call
3. Approval of February 14, 2023 Finance Agenda
4. Approval of February 3, 2023 Finance Committee Minutes
5. Public Comment
6. Approval of Contract for GIS Services – Bay Lakes Regional Planning
7. Approval of Winter Park Agreement
8. Such Other Matters as Authorized by Law
9. Next Meeting: March 3, 2023
10. Adjournment

**The public is able to watch the meetings LIVE via YouTube. Go to: www.kewauneeeco.org
Once you are on the homepage, on the left hand side, click on *Committee Meetings – LIVE*
Then click on the link for the meeting you want to watch**

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: [February 03, 2023](#) Time: [8:00 AM](#)

Location: [Administration Center – Conference Room](#)

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

Roll call: Members present: John Mastalir, Virginia Haske, Tom Romdenne, Jeffrey Vollenweider. Excused: Steven Agamaite. Others present: Scott Feldt, Paul Kunesh, David DePeau, Daniel Olson, Gary Paape, Germaine Bertrand, Dave Myers, Matt Joski.

Approve the agenda: Motion by Haske second by Vollenweider to adopt the agenda. Motion carried.

Approve minutes: Motion by Haske second by Vollenweider to approve the [01/06/2023](#) Finance Committee minutes. Motion carried.

Public Comment: None.

Monthly Administrative report:

- a. Monthly Financial Report- December-Preliminary 2022. Sales tax payment in January for December was \$118,402 for a 2022 year to date amount of \$1,449,661, compared to \$1,324,375 a year ago at this point. One more sales tax payment will be applied to 2022 revenue. Health and Dental Funds, after a rough first half of the year, have revenue above expenses at the end of December. No new concerns for departments. Transactions for 2022 will continue but taper off through February and then a few best estimates will be used to provide final numbers for the annual audit. Auditors will be here the first week of April for the Highway report and the third week of May for the rest of the County.
- b. Medical/Dental Financial Report- At the end of December 2022 medical was a positive 252,000, or a 92.3% loss ratio. Dental was a positive \$17,237 or 89.36% loss ratio. Large claims have eight members over the stop loss limit of \$55,000. This number of members is in line with previous years.
- c. Overtime Report- January 2023 It's early in the year, but there are no known issues so far.

County Treasurer Investment Report: The County Treasurer provided a quarterly County cash and investment balances report as of 12/31/2022.

Approval – Additional Revenue to Fund EM Administrative Assistant to Full Time: The Committee reviewed the request materials in the agenda packet including Executive Committee minutes, a letter from Emergency Management, and a letter from Nextera Energy. Executive committee approved the position change, & the Finance Committee is being asked to approve the budget change. Motion by Mastalir second by Vollenweider to recommend approval of the resolution increasing funding for the part time to full time position in an amount of \$26,183. Motion carried.

Approval of Resolution- Real Estate Transfer Fees: The Committee reviewed a resolution included in the agenda packet related to restoring the State / County transfer fee revenue splitting back to 50/50 from 80/20. Register of Deeds Bertrand provided an overview of the request and some history. Motion by Vollenweider second by Mastalir to recommend County Board approval of the resolution to change fee split back to 50/50 from 80/20. Motion carried.

Approval of Business Development Loan Program (BDLP) loan – Defiant Fishing Charters: A loan summary and handouts described the applicant and proposed uses of a BDLP loan recently approved by the Loan Committee. If approved by Finance, County Board approval would be next. Motion by Haske second by Mastalir to recommend approval of a resolution to approve the loan for \$14,000. Motion carried.

Update on Gilles Campground: Feldt reviewed information provided by Cody Gilles related to progress on the campground on the property sold by the County. Progress is being made but at a slower pace than hoped. The Committee was invited to view the campground if desired or to get a status update on a regular frequency.

Approval of Winter Park Agreement: An agreement for the 2023 winter season was to be presented to the Committee, but no completed agreement was available yet. Myers gave an update on the status of the ski hill. Snow is made and will be able to be open soon, hopefully next weekend, assuming the weather cooperates. The lift passed state inspection yesterday and final hill preparations continue. The tubing hill attendance is slightly behind last year but last year was a record attendance year. Staffing level is not optimal but enough to operate the tubing hill, ticket and concession sales, and ski hill when needed, but not enough to staff the ski rentals. DePeau provided an update on the agreement status. An agreement was anticipated for this meeting based on a meeting last Friday but new concerns by the Association came up during the week. Since snow is made and grooming and other ski hill set-up is nearing completion it may be that the ski hill opens to the public for skiing with their own ski equipment, but ski rentals are not available. More work on the agreement is anticipated in the next week.

Review vendor payments: Vendor payment reports for January 2023 were reviewed by the committee.

Approve County Board and Supplemental Payroll: Motion by Mastalir second by Haske to approve the County Board and Supplemental Payroll as presented. Motion carried.

Such other matters as authorized by law: none

Next finance committee meeting: March 3rd 8:00AM.

The typical first Friday at 8:00 AM for committee meetings will not work for some future months, so Friday May 12th, Thursday August 3rd, and Thursday November 2nd were scheduled as well.

Adjournment: Motion by Vollenweider second by Haske to adjourn the meeting. Motion carried. Meeting adjourned at 9:00 AM.

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
BAY-LAKE REGIONAL PLANNING COMMISSION AND
KEWAUNEE COUNTY

GIS Technical Assistance

This Agreement entered into this ____ day of February 2023, by and between Kewaunee County, (herein called the "County") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH: Kewaunee County is a participating member of the Commission; and

WHEREAS, the County has requested the Commission to provide GIS Technical Assistance; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. The County hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.

- II. Scope of Work to be Undertaken by the Commission.
 - A. The Commission will update the County's parcel database by performing routine parcel updates based off of, but not limited to, certified survey maps, plat of surveys, annexations, and added subdivision data provided by the County.

 - B. The Commission shall coordinate all of its works with the County's Land Information Coordinator, or its designee.

- III. Assistance from the County.
 - A. The County agrees to supply all such project-related data and assistance reasonably available to the County upon the request of the Commission.

 - B. The County will provide remote access to the County's parcel database to the Commission.

 - C. The County agrees to provide review of work completed by the Commission.

IV. Personnel

- A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of the County nor shall they have any contractual relationships with the County.
- B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
- C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the County.

V. Time of Performance. This contract will be in effect as of the date first above written through December 31, 2023, and may be extended upon the mutual agreement of the Commission and the County.

VI. Total Fee for Services. Due to the nature and unknown extent of the project, services will be performed on a time and expense basis. Rates will be based on current staff bill-out rates that are shown in Attachment A. Note that the rates included on Attachment A are for Commission staff that are expected to work on the project and are subject to change throughout the calendar year.

VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the County will reimburse the Commission monthly, after receiving an invoice from the Commission.

VIII. Termination for Convenience of the County. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate this contract giving 30-day written notice to the Commission. If the agreement is terminated by the County as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the application prepared by the Commission will, at the option of the County, be made available to it.

IX. Changes. The County or the Commission may, from time to time, request changes to this agreement. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the County and the Commission, will be incorporated in written amendments to this agreement.

X. Equal Opportunity Compliance.

- A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:

In connection with the performance of work under this Contract, the Commission 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), Wis. Stats., 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. The Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

B. The Commission shall provide a copy of its Affirmative Action Plan to the County, if requested.

C. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

D. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XI. Interest of Local Officials and Others. No officer, member or employee of the County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the County or other official of the County have any interest, direct or indirect, in this agreement or the proceeds thereof.

XII. Assignability. The Commission shall not assign or transfer any obligation or interest in this agreement (whether by assignment or novation), without the prior written consent of the County; provided, however, that claims for money due the Commission from the County under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County. Any assignment in violation of this agreement shall constitute a breach and is grounds for termination of this agreement at the County's discretion.

XIII. Ownership of Data and Work Product. Ownership of Data and Work Product. All data and work product produced in the performance of this Agreement, whether by the County or the Commission, shall at all times be the sole property of the County. The Commission shall not use or transfer any data or work product produced through this contract without the express consent and approval of the County.

XIV. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.

XV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any

character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by, or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, the County and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Kewaunee County

Scott Feldt
Kewaunee County Administrator

Bay-Lake Regional Planning Commission



Cindy J. Wojtczak
Executive Director



Nicole Barbiaux
GIS Coordinator

ATTACHMENT A

BAY-LAKE REGIONAL PLANNING COMMISSION

BILL-OUT RATES (Includes Indirect Costs)

January 2023

Staff	Role	Rate/hr
Administrative Assistant	Administrative	53.76
Accounts Coordinator	Administrative	53.76
GIS/Planner Intern	Project Assistance	47.18
GIS Coordinator/Planner	Project Lead	78.70
Assistant Director	Project Oversight	109.22
Executive Director	Project Oversight	143.17

KEWAUNEE COUNTY WINTER PARK AGREEMENT

This **AGREEMENT** is entered into between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216,

County,

-and-

Winter Park Recreation Association, INC.
N2833 Town Hall Road
Kewaunee, WI 54216

Association.

RECITALS

WHEREAS, the 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, the County acquired and owns real property in the Town of West Kewaunee for the purpose of creating the Kewaunee County Winter Park, which is located at N3787 Ransom Moore Lane, Kewaunee, Wisconsin, and is comprised of Alt. Parcel numbers 31 020 14.0911; 31 020 14.0912; and 31 020 23.062, (the "**Park**") which is held open to the public for recreational activities and the County and Association have made improvements on said property to facilitate those recreational opportunities; and

WHEREAS, Association is a non-stock and non-profit corporation established to promote, the Park and the recreational activities held thereon for the benefit of the citizens of Kewaunee County; and

WHEREAS, County recognizes that the Association has been instrumental in the creation and development of the Park; and

WHEREAS, County and Association desire to enter into this agreement to continue to improve and maintain the Park.

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:

DEFINITIONS

The terms defined in the preamble and recitals have their assigned meanings and each of the following terms has the meaning assigned to it.

1. "**Alpine Sport**" means skiing, sledding, biking, or tubing.
2. "**Biking**" means riding a bicycle within a Ski Area after purchasing or receiving a ticket, pass, or license from the Ski Area Operator.

3. **"Lift"** means any aerial tramway or lift, a magic carpet, a surface lift, a tow, or a conveyor used by a Ski Area Operator to transport participants in Alpine Sports at a Ski Area.
4. **"Night Skiing"** means " means downhill skiing, alpine skiing, nordic skiing, cross-country skiing, ski biking, telemarking, snowshoeing, or snowboarding that occurs after sundown.
5. **"Sign"** means any object, gesture, quality, or event whose presence, action or occurrence is used to convey information or instructions, or indicate the probable presence or occurrence of something else.
6. **"Ski Area"** means trails, terrains, and other outdoor areas that are used by individuals engaged in Alpine Sports and that is administered as a single enterprise by a Ski Area Operator.
7. **"Ski Area Infrastructure"** means lifts and any associated components, Snowmaking Equipment and any associated components, and utility structures, buildings, huts, signs, lift mazes, fences, or other structures located within a Ski Area.
8. **"Ski Area Operator"** means the County and its employees responsible for operating a Ski Area.
9. **"Ski Area Vehicle"** means a motorized vehicle used in the operation and maintenance of a Ski Area or used as transportation within a Ski Area.
10. **"Skiing"** means downhill skiing, alpine skiing, nordic skiing, cross-country skiing, ski biking, telemarking, snowshoeing, or snowboarding.
11. **"Sledding"** means sliding down a prepared course on sleds, toboggans, or comparable devices. "Sledding" excludes tubing.
12. **"Snowmaking Equipment"** includes pipes, hoses, hydrants, snow guns, fans, wands, pumps, and any other equipment associated with making snow.
13. **"Tubing"** means sliding down a prepared course on inflatable tubes, minibobs, or comparable devices.

TERMS AND CONDITIONS

Article 1.

Term of the Agreement

- A. The Term of this Agreement will become effective on the last date indicated on the signature page, and will end on May 31, 2023 unless sooner terminated by default of either party.
- B. This Agreement may be terminated by either party without cause by giving at least thirty (30) days written notice of the termination to the other Party.

Article 2.

Park Operations

- A. The County shall, in all cases and at all times, be the Ski Area Operator and shall be responsible for the approval of all events held at the Park, and for all day-to-day operations of the Park. The County shall maintain its own insurance, worker's compensation programs, and employee wage and compensation programs with respect to the day-to-day operation of the Park.

- B. The County shall have the exclusive right to determine minimum staffing requirements for all Ski Areas, Ski Area Infrastructure, Ski Area Vehicles, and for the supervision of all Alpine Sport activities at the Park. The County shall also have the exclusive right to close all or part of the Park if staffing requirements cannot be met, or if Park conditions require closure.
- C. The Association shall provide a sufficient number of volunteers, as determined by the County, to handle all ski equipment rentals and ski hill ticket sales in the ski rental building. The Association shall also provide a sufficient number of volunteers, as determined by Kewaunee County, to supplement County staff in order to meet minimum staffing requirements and safely operate the ski hill lifts.
- D. The Association shall provide the County, with within one week of authorizing this Agreement, a volunteer list that includes the names, date of birth, address, and phone number of each person who wishes to participate as a volunteer at the Park. The Association is responsible for keeping the volunteer list current and shall notify the County of any changes to the volunteer list as needed.
- E. The County shall have the exclusive right to approve any volunteer or third-party vendor who wishes to act in any capacity within the Park.
- F. No person may operate Ski Area Infrastructure or Ski Area Vehicles while under the influence of alcohol or any other intoxicant.
- G. The County shall have the exclusive right and obligation to collect any and all revenues generated by and/or within the Park and shall deposit those revenues into a designated bank account.
- H. The County shall, on or before May 31, of each calendar year disperse revenues to the Association in accordance with Article 4 of this Agreement.

Article 3 Volunteers

- A. Any person who wishes to volunteer at the Park must pass a background check and must complete and sign a Kewaunee County Winter Park Volunteer Agreement before they may be permitted to volunteer at the Park. Volunteers must be at least 18 years of age to be assigned to any outdoor activities or operations.
- B. All volunteers serve at the pleasure of the County and may be dismissed from volunteer duties at any time, with or without cause.

Article 4. Division of Revenue

The revenue generated by the Park shall be distributed as follows:

- A. The County shall have the exclusive right to all revenue generated from the sale of tubing hill tickets and concessions.
- B. The Association shall have the exclusive right to all revenue generated from ski equipment rentals.
- C. The County and the Association shall share the revenue generated by the sale of ski hill tickets. The County shall receive twenty percent (20%) of the total revenue generated from the sale of ski hill tickets. The Association shall receive eighty percent (80%) of the revenue generated from the sale of ski hill tickets.

Article 5.
Park Expenses

County is responsible for the cost of all Park related expenses. The County understands that the Association raises funds to assist with Park related costs and expenses. The Parties understand and agree that any donations or support provided by the Association to the County shall in all cases be considered donations to the County and shall under no circumstances create any right or title to, or ownership in any County property by the Association.

Article 6.
Kewaunee County Winter Park Fund.

County shall establish and Maintain a Winter Park Fund for the purpose of maintaining, operating and improving the Park.

Article 7.
Improvements and Maintenance

The Association shall not make any improvements or alterations, or conduct any maintenance of any Park property, including, but not limited to any alterations, maintenance or improvements upon any land, structure, equipment, temporary structure, Ski Area, Ski Area Infrastructure, or Ski Area Vehicle, without prior written approval as follows:

- A. Any alterations, improvements or maintenance bearing a total estimated cost of \$5,000.00 or less shall be approved in writing by the Kewaunee County Director of Promotions and Recreation, before any work may commence.
- B. Any alterations, improvements or maintenance bearing a total estimated cost between \$5,001.00 and \$10,000.00 shall be approved in writing by the Kewaunee County Parks, Promotions, and Maintenance Committee before any work may commence.
- C. Any alterations, improvements or maintenance bearing a total estimated cost between \$10,001.00 and \$20,000.00 shall be approved in writing by Kewaunee County Parks, Promotions, and Maintenance Committee and the Kewaunee County Finance Committee before any work may commence.
- D. Any alterations, improvements or maintenance bearing a total estimated cost exceeding \$20,000.00 shall be approved in writing by the Kewaunee County Parks, Promotions, and Maintenance Committee, and the Kewaunee County Finance Committee, and the Kewaunee County Board of Supervisors before any work commence.
- E. The County shall be responsible for the cost of improvements, alterations and maintenance on all Park property and equipment. The County and the Association may share the costs of improvements, alterations and maintenance at the parties' discretion.

Article 8.
Operation of Ski Area Infrastructure and Vehicles

The County shall have sole discretion and authority to determine who may operate any and all Ski Area Infrastructure and/or Ski Area Vehicle. The County shall be responsible for the operation of all Ski Area Infrastructure and Ski Area Vehicles. County shall provide training and certification to any Association members/volunteers who the County permits to operate any Ski Area Infrastructure or Ski Area Vehicle. The Association shall not direct or permit any person or persons to operate Ski Area Infrastructure or Ski Area Vehicles unless that person has been trained and certified by the County to do so.

Article 9.
Advertising and Sponsorship

The County shall have sole discretion regarding the acceptability and placement of any advertising or Sign within the Park. All revenue generated from any advertising or sponsorship conducted at the Park shall be the sole property of the County unless otherwise agreed to in writing.

Article 10.
Insurance.

- A. The County shall, during the term of this agreement, or any renewal thereof, and at its own cost and expense, procure and keep in full force and effect all necessary and appropriate insurance policies including public liability and property damage insurance.

Article 11.
Hold Harmless

- B. County shall indemnify and hold harmless Association against all claims, demands, causes of action, suits or judgments including expenses incurred 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 Park not caused by Association, its agents, employees, invitees or others under County's control. Association shall not be responsible for any damage, injury or death arising from any act or omission in connection with the operation, or maintenance of any equipment, Ski Area, Ski Area Infrastructure, or Ski Area Vehicles on or within the Park by the County, its agents, employees, invitees or others under County's control. County shall assume all such liability and indemnify Association against any liability arising therefrom. Should an action be commenced in which Association is made a party defendant due to the acts of County, its employees, agents, invitees or others under its control County shall pay, upon demand, Association's counsel fees and any damage or other awards resulting from such action. County shall at all times indemnify Association against any judgments resulting as aforesaid.
- C. Association shall indemnify and hold harmless County against all claims, demands, causes of action, suits or judgments including expenses incurred 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 of the Park by Association, its 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, or maintenance of any equipment, Ski Area, Ski Area Infrastructure, or Ski Area Vehicles on or within the Park by the Association, its 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, its employees, agents, invitees or others under its 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.

Article 12.

This section intentionally left blank.

**Article 13.
Parties Bound**

That the conditions, covenants and agreements within this Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors in interest, heirs, permitted assigns and legal representatives, except as expressly otherwise stated herein.

**Article 14.
Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.

**Article 15.
Notices**

A. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

1. For County: County Administrator
810 Lincoln Street
Kewaunee, WI 54216
2. For Association: Gary Mueller
N2833 Town Hall Road
Kewaunee, WI 54216

B. Either Party may, from time to time, specify in writing to the other Party a different person or address for notice.

C. Any notice shall be effective only upon delivery.

**Article 16.
Nuisance**

Association shall not allow any waste or nuisance on the Park, or use or allow the Park to be used for any unlawful purpose.

**Article 17.
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.

**Article 18.
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.

**Article 19.
Understanding**

- A. The Association shall contribute to the Park by providing adequate volunteer staffing. The Association may contribute funding and support in the form of donations including donations of Ski Area Infrastructure and Ski Area Vehicles, as has been the case in the past. The County and Association agree that any Ski Area Infrastructure and/or Ski Area Vehicle(s) that have been purchased and used for the Park shall remain the property of the County and shall continue to be used within the Park regardless of whether it was purchased by one party or jointly by both parties. A current inventory of Ski Area Infrastructure and Ski Area Vehicles is attached to this Agreement as "APPENDIX A," and is incorporated into the Agreement by reference. All items listed on APPENDIX A are the property of the County and may be used, maintained, sold or discarded at the sole discretion of the County. At no time shall any future contribution or support by the Association to the County or to the Park create for the Association any right, title, or ownership interest in the Park or in any Ski Area Infrastructure, Ski Area Vehicle, or in any other County property.
- B. 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.
- C. Any support staff provided by the Association to assist the County with Park operations shall be provided on a purely volunteer basis. Volunteers working at the park on behalf of the Association are not employees of the county and are not entitled to compensation for time spent volunteering. Neither this agreement, nor the use of volunteer staff shall be construed to create the relationship of employer and employee, principle and agent, partners, or a joint venture between any person, persons or Association and the County.

**Article 20.
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.

**Article 21.
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.

**Article 22.
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.

IN WITNESS WHEREOF said parties have hereunto affixed their signatures.

FOR THE COUNTY

Scott Feldt
County Administrator

Dated: _____

FOR THE ASSOCIATION
Winter Park Recreation Association


By: Gary Mueller
Agent for Winter Park Recreation Association, LLC.

Dated: 2/7/23