

KEWAUNEE COUNTY

FINANCE & PUBLIC PROPERTY COMMITTEE - MEETING MINUTES

Date: August 9, 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, Lee Luft, Tom Romdenne. Excused: John Mastalir, Daniel Olson. Others present: Scott Feldt, Paul Kunesh, Jeff Wisnicky, Michelle Dax, Mary Ellen Dobbins, Gary Paape, Dave Myers, Richard Baker, Rae Ann Beaudry, Kelly Jagelski

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

Approve minutes: Motion by Romdenne, second by Luft to approve the 07/12/19 Finance Committee minutes. Motion carried.

Public Comment: None

Monthly Administrative report:

- a. Monthly Financial Report-June 2019. The latest sales tax payment was \$106,466 and is on track to be above the amount budgeted. Finance Director Kunesh summarized the year to date financial reports. The Finance Department may request contingency funds due to an insurance enrollment change. The ATV Park needs to replace a holding tank for about \$9500 that was not budgeted, but will wait to see how much contingency may be needed. The Treasurer provided the 2nd quarter cash & investment report.
- b. Medical/Dental Financial Report-June 2019. The report from Horton shows most recent premiums vs claims with claims to date exceeding premiums. Some large claims & a lag in reimbursement were the most noteworthy reasons.
- c. Overtime Report-July 2019. Sheriff department overtime continues to show improvements as a result of the new schedule.

Discuss Creation of Economic Development Loan Fund: With the termination of the state/federal Revolving Loan Fund the County no longer has a loan program to encourage economic development. An early draft of a possible County fund was presented to the committee for review. Discussion will happen at a later meeting.

Approve KCEDC Data Software Purchase: The Committee reviewed a memo by the County Administrator requesting funding for Kewaunee County Economic Development Corporation (KCEDC). KCEDC is requesting the funds for the software in place of the fundraising goal payment. Richard Baker explained the purpose of the requested software and how it would help meet KCEDC goals. Discussion followed about the fundraising goals, software, and payments from the County. Motion by Luft, second by Romdenne to recommend approval of funding by resolution to the full County Board. Motion passed 2-1 with Luft and Haske voting yes and Romdenne voting no.

Health Insurance Overview-Horton Group: A presentation by Horton included a review and projection of health & dental insurance claims. Insurance trends were also provided. A recommendation for 2020 rates will be made in September. Direct Path program results were presented and telemedicine utilization was discussed. Horton will look into and return with information about the Wisconsin Value Network (WVN).

Approval of Funding for Phase 2 Jail Study (Venture Architects): Phase one jail study is complete and accepted by the County Board. Phase two is the next step. Motion by Luft, second by Romdenne to recommend approval of funding phase two jail study to the County Board. Motion carried.

Approval of Donation & Expenditure for Construction of Goat/Deer Pen (Bruemmer Park):

The Zoological Society is willing to provide funds to replace the pen & approval by the Committee and Board is needed since it was not a part of the adopted budget. The project is expected to be about \$35,000. Motion by Luft, second by Romdenne to approve accepting the Bruemmer park Goat/Deer Pen project. Motion carried.

Review vendor payments: Vendor payment reports for July 2019 were reviewed by the committee.

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

Next finance committee meeting:

August 20th 5:00PM

September 9th 8:00AM

September 17th 4:30PM

Such other matters as authorized by law: None.

Adjournment: Motion by Luft, second by Romdenne to adjourn the meeting. Motion carried. Meeting adjourned at 10:05AM.

Submitted by:

Paul Kunesh, Recording Secretary

Storm Water Retention Pond License Agreement

This AGREEMENT is entered into between:

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

and

WAK Properties LLC
412 Fourth Street
Luxemburg, WI 54217, Licensee.

RECITALS

WHEREAS, County owns a parcel of land commonly referred to as the Kewaunee County Fairgrounds in the Village of Luxemburg that is improved with a storm water retention pond; and

WHEREAS, Licensee is the owner of property adjacent to the Fairgrounds that needs a suitable location to collect storm water runoff; and

WHEREAS, County's storm water retention pond has sufficient capacity to accept additional runoff to meet the State of Wisconsin Department of Natural Resources storm water requirements of Licensee.

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. County, for the purposes described and subject to the terms and conditions set forth in this Agreement, hereby grants and conveys unto Licensee a limited, perpetual, non-exclusive license to connect pipe and/or surface flow from Licensee's property into County's storm water retention pond located at the northern end of Parcel No. 31 146 NE 21 5-2 of the Kewaunee County Fairgrounds, Section 21, Township 24 North, Range 23 East, Village of Luxemburg, Kewaunee County, Wisconsin (the "Pond"). The Pond occupies 7/10 of an acre, more or less, and has a storage capacity of approximately 135,000 cubic feet.
2. The license granted herein includes only the right to use the Pond for the purpose of collecting Licensee's storm water runoff.

3. This license authorizes Licensee to access the Pond and the Kewaunee County Fairgrounds property by Licensee's authorized employees, contractors or representatives or any regulatory authority for the purpose of performing necessary grading or excavating, equipment installation or removal, maintenance, repair or inspection and for such other reasons reasonably necessary for Licensee to make use of the Pond to collect Licensee's storm water runoff.
4. Licensee will fully fund, design, construct, furnish and install any necessary improvements, equipment and provide the labor needed to collect storm water from Licensee's property and discharge the same into the Pond. Licensee shall obtain County's prior written approval before commencing any construction activities, which will not be unreasonably withheld by County. Licensee shall not engage in any construction activities while the Kewaunee County Fair or the Kewaunee County Ag Heritage Days are in progress.
5. All improvements, equipment and labor activities required of Licensee hereunder shall be in accordance with the plans and specifications agreed upon by the parties; shall comply with all applicable local, state, or federal codes, laws, statutes, rules, requirements or permits; and shall be maintained in a manner not to interfere with the physical space of the Fairgrounds or the operational performance of the Fairgrounds storm water management.
6. In the discharge of its obligations to provide materials, equipment or labor under this Agreement, Licensee shall not permit access to the Fairgrounds by anyone other than its authorized employees, qualified contractors, or representatives of any regulatory authority.
7. Licensee and the County shall use of the Pond in a manner that maintains the Pond and the Fairgrounds generally in a neat and clean condition and in no event shall either deposit trash or litter in or upon the site.
8. If any property of the County is damaged or destroyed by Licensee or any employee, contractor or representative of Licensee, Licensee shall be responsible for the repair or replacement to the condition it was in immediately before such damage or destruction.
9. All storm water discharges subject to this Agreement shall comply with all applicable local, state, or federal codes, laws, statutes, rules, requirements or permits. Licensee shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state or federal code, law, statute, rule, or requirement to be discharged or released into or upon the Pond or Fairgrounds property generally.
10. At its expense, Licensee shall maintain and repair any pipes, equipment or other installations installed in the Pond by Licensee. Before commencing any repair or maintenance activities, Licensee shall obtain the County's prior written approval,

which will not be unreasonably withheld. The County may withhold approval to engage in maintenance or repair activities while the Kewaunee County Fair or the Kewaunee County Ag Heritage Days are in progress.

11. At its expense, the County shall: (a) maintain and repair any pipes, equipment or other installations installed in the Pond by the County; and (b) maintain the lawn/vegetation surrounding the Pond up to the water's edge.
12. County and Licensee shall equally divide the cost for any regrading, dredging of sediment, or vegetation control measures within the Pond. The County will notify Licensee if any such regrading, dredging or vegetation control measures are necessary.
13. If the Pond is destroyed or damaged to the extent it is not economical to repair it, the County may either repair, restore or replace the Pond or discontinue its use. The County shall have no responsibility to the Licensee for any loss or disruption resulting from or arising out of damage to or destruction of the Pond. If the County determines not to restore or replace the Pond, this Agreement will be terminated.
14. If at any time it is determined by the Department of Natural Resources or any other applicable local, state or federal agency that the volume of discharge into the Pond violates applicable laws, the County shall so notify Licensee and provide Licensee with documentation from such agency as to the level of discharge resulting in such violation, and Licensee shall either: (a) reduce the amount of its discharge into the Pond such that the violation is cured; or (b) discontinue all discharge into the Pond.
15. Upon termination of this Agreement, then, at its own expense, within a period of one hundred twenty (120) days following the effective date of such termination, Licensee shall remove all pipes, equipment or other installations provided by Licensee from the Fairgrounds and return the Pond to the condition as it existed as of the date of termination, or, if termination is because of damage for which Licensee is responsible, the condition of the Pond immediately before the event causing such damage. If Licensee does not act within those 120 days to put the Pond in the condition required by this Agreement, then, upon 10 days' notice to Licensee, the County may remove any pipes, equipment or other installations and the Licensee will be responsible for all reasonable costs and expenses incurred by County.
16. Licensee hereby agrees to indemnify, defend, protect, and save and hold the County harmless from and against any claim, damage, loss, liability, injury, cost, and expense (including reasonable attorneys' fees and expenses) in connection with any loss or damage arising out of or resulting in any way from the acts or omissions to act, negligence, or willful misconduct of Licensee in connection with the exercise of its rights and obligations under the terms of this Agreement.

17. 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 delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. For purposes of mail or courier delivery, the addresses set forth on the first page of this Agreement shall be deemed valid until notice is given pursuant to this paragraph of a different address for a party.
18. During the term of this Agreement, Licensee and Licensee's contractors shall maintain comprehensive general liability insurance with a limit of one million dollars (\$1,000,000). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Licensee under this Agreement.
19. The parties shall each exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
20. Under no circumstances will either party be liable to the other for any indirect, incidental, consequential, exemplary or punitive damages.
21. Nothing in this Agreement shall constitute, or be considered, a limitation upon or a waiver of the privileges, immunities, and/or limitations on damages afforded County by State law including Wis. Stat. §893.80.
22. Licensee may not assign this Agreement without the prior written authorization of County.
23. If a dispute between the parties arises out of or relates to this Agreement and cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute by alternative dispute resolution (e.g. mediation or arbitration) before recourse to a court.
24. The parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Kewaunee, State of Wisconsin, with regard to any controversy relating to this Agreement.
25. This Agreement shall be subject and subordinate to all applicable local, state, or federal codes, laws, statutes, rules, requirements or permits.
26. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, unless a provision that essential to this Agreement be determined void.

27. Failure of a party to insist on strict performance of any of the provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
28. The signatories to this Agreement warrant that they have the full authority to enter into this Agreement and make it binding on the parties to the Agreement without further action or approval.
29. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, and permitted successors and/or assigns.
30. Nothing contained herein shall be deemed or construed by the parties hereto as creating the relationship of principal and agent or partnership between the parties hereto.
31. Each party represents that it has been represented by legal counsel in connection with and has participated in the drafting of this Agreement. In interpreting and applying the terms and provisions of this Agreement, no presumption will exist or be implied against the party that drafted such terms and provisions.
32. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and 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.
33. Each of the parties has read and understands the provisions of this Agreement
34. This Agreement may be signed in counterparts. Photocopied, electronic and other facsimile signatures shall have the same effect as original signatures.

[Signature page follows.]

WHEREFORE, the parties have caused this Storm Water Retention Pond License Agreement to be executed effective the later of the dates set forth below.


KEWAUNEE COUNTY:

Dated: 8/9/19

Scott Feldt, Administrator

**LICENSEE:
WAK PROPERTIES LLC:**

Dated: 8-8-2019


Russell L. Nowak, Member

