

**JUNE SESSION  
KEWAUNEE COUNTY ADMINISTRATION CENTER  
JUNE 21, 2016**

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Robert Weidner, on June 21, 2016 at 6:07 PM.

The Pledge of Allegiance was recited, followed by prayer.

Roll Call: Supervisors Benes, Cravillion, Dobbins, Doell, Jahnke, Haske, Kirchman, Luft, Mastalir, Paape, Pagel, Paider, Rasmussen, Romdenne, Shillin, Teske, Thomas, Wagner and Weidner (19) were present. Supervisor Sinkula was excused.

Supervisors Pagel moved and Romdenne seconded to approve the County Board agenda. Supervisors Wagner moved and Dobbins seconded to approve the previous County Board minutes. Motion carried.

Recognition of Chris Gulbrand – Kewaunee County Sheriff's Department retiree

**Citizens Input:**

Andy Bader spoke requesting a dock at Red River Park

Dick Swanson spoke regarding Groundwater meeting with the DNR and EPA in Luxemburg on 6/23/16

**APPOINTMENT**

I hereby appoint the following to the Kewaunee County Groundwater Task Force subject to County Board approval. This task force reports to the Land and Water Committee:

**Term June 21, 2016 to December 31, 2016**

<b><u>Members Name</u></b>	<b><u>Classification</u></b>
Cindy Kinnard	Kewaunee County Health Dept.
Ron Paider	Kewaunee County Land & Water
Lee Luft (Chairman)	Kewaunee County Land & Water
Davina Bonness	Kewaunee County Land & Water
Tom Kleiman	Kewaunee County Business & KCEDC
Dick Swanson	Kewaunee County Concerned Citizens Group
Aerica Bjurstrom	Kewaunee County UW Extension Agriculture
Mary Ellen Dobbins	Kewaunee County Board
Bob Garfinkel	Citizen
Andy Wallander	Citizen
Randy Hallet	Citizen

Robert Weidner, Kewaunee County Board Chairman

**APPOINTMENT**

I hereby appoint the following as Liaison contacts for the purpose of coordinating with other municipalities in drafting updated Comprehensive Plans subject to County Board approval:

**Term June 21, 2016 to expire upon adoption of the County Comprehensive Plan**

Gerald Paape N8272 Maple Ct., Algoma, WI 54201 920-487-2292 or 920-255-0728	Representative of the Personnel, Advisory & Legislative Committee
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Larry Kirchman N7376 County Rd P, Algoma, WI 54201 920-837-2277 or 920-255-8250	Representative of the Personnel, Advisory & Legislative Committee
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Robert Weidner, Kewaunee County Board Chairman

**APPOINTMENT**

Pursuant to Wisconsin Statutes 59.18(2)(c) and in accordance with Resolution No. 40-11-01 (adopted 11/27 )1) and Wisconsin Statutes 46.82, I hereby make the following appointments to the Commission on Aging subject to County Board approval:

**Term June 21, 2016- December 31, 2017**

Mary Noah  
N7279 County Road P  
Algoma, WI 54201

**Term June 21, 2016- December 31, 2018**

Laurie Bouche  
E2120 County Road X  
Casco, WI 54205

Scott Feldt, Kewaunee County Administrator

**APPOINTMENT**

Pursuant to the Aging and Disability Resource Center Services Agreement between Manitowoc County and Kewaunee County Article 2(b), I make the following appointment to the ADRC Board subject to County Board approval:

Consumer Representative  
**Term June 21, 2016- December 31, 2017**

Paul Ravet  
821 Mary's Court  
Luxemburg, WI 54217

Scott Feldt, Kewaunee County Administrator

Supervisors Shillin moved and Luft seconded all of the above appointments for confirmation. Motion carried.

**ANNUAL REPORTS**

NWTC – Dr. Rafn  
Kewaunee County Library – Robert Entringer

**REPORT**

Kewaunee County Land & Water – Davina Bonness  
Penninsula Pride – Don Niles  
Representative Joel Kitchens gave a legislative update regarding Groundwater contamination and enforcing rules  
Kewaunee County Administrator – Scott Feldt

The Board recessed at 7:59 PM and reconvened at 8:11 PM.

**Committee Reports:**

Highway/Solid Waste Committee - Supervisor Kirchman  
Personnel, Advisory & Legislative Committee – Supervisor Weidner  
Health and Vets Committee – Supervisor Paape  
University Extension & Zoning Committee - Supervisor Romdenne  
Land & Water Conservation Committee – Supervisor Pagel  
Law Enforcement & Emergency Management Committee – Chairman Weidner for Supervisor Sinkula  
Finance & Public Property Committee - Supervisor Luft  
Human Services Committee – Supervisor Shillin  
Promotion & Recreation Committee – No meeting  
Groundwater Task Force Committee – Supervisor Luft  
Bay-Lake Regional Planning – No minutes  
Revolving Loan Fund Committee – No minutes

**First Reading of Ordinance:**

None

**Consideration of Resolutions:**

**RESOLUTION NO. 8-06-2016**

**JUST FIX IT**

**A Resolution urging a sustainable funding solution  
for Wisconsin's transportation system.**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

**WHEREAS**, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

**WHEREAS**, according to "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's highways is now in the bottom third of the country; and

**WHEREAS**, state funding for local roads in Wisconsin has failed to keep up with costs over the past several decades which has adversely affected local transportation finances. According to "Filling Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012; and

**WHEREAS**, Mass Transit Operating Aids and County Elderly and Disabled Transportation assistance programs are funded through the state gas tax and vehicle registration user fee system. These programs are critical to ensuring that transportation services are delivered to vulnerable citizens. Proper funding for these programs helps ensure that all citizens have an opportunity to access the workplace as well as the marketplace; and

**WHEREAS**, levy limits do not allow local government to make up for the deterioration of state funding; and

**WHEREAS**, Wisconsin's over-reliance on borrowing eats away at the state's segregated funding sources – the state gas tax and vehicle registration fees – which increasingly pay debt service rather than fund transportation needs; and

**WHEREAS**, safety is a primary concern and responsibility of local governments across Wisconsin. Unfortunately, according to TRIP, a national non-profit transportation research group, Wisconsin had 347 non-interstate, rural road fatalities in 2013; and

**WHEREAS**, the Kewaunee County Board of Supervisors recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local *and* state roads need to be properly maintained in order for our economy to grow; and

**WHEREAS**, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

**WHEREAS**, the Transportation Finance and Policy Commission, appointed by the Governor and Legislature clearly found that if Wisconsin does not adjust its user fees, the condition of both our state and local roads will deteriorate significantly over the next decade.

**NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors duly assembled this 21<sup>st</sup> day of June 2016, that the Board urges the Governor and Legislature to **Just Fix It** and agree upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's transportation system.

**BE IT FURTHER RESOLVED**, the Kewaunee County Board of Supervisors directs the Clerk to send a copy of this resolution to our State Legislators and to Governor Scott Walker.

Respectfully Submitted,  
Highway and Solid Waste Committee  
BENES, KIRCHMAN, MASTALIR, PAAPE, ROMDENNE

Supervisors Benes moved and Paape seconded for adoption. Roll call vote: 17 ayes, 2 nays (Cravillion and Shillin). Motion carried.

**RESOLUTION NO. 9-06-2016**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF DONATION AND APPROVAL OF DONATION AGREEMENT**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, Randall and Renee Ebert have generously offered to donate funds to construct turning lanes at the intersection of County Highway D and 10<sup>th</sup> Road in the Town of Pierce; and

**WHEREAS**, the construction of turning lanes at the intersection of 10<sup>th</sup> Road and CTH D serves a public purpose by providing a safer intersection for the traveling public; and

**WHEREAS**, the terms and conditions of the Ebert donation are set forth in the Donation Agreement attached hereto; and

**WHEREAS**, the Highway and Solid Waste Committee considered and hereby recommends accepting the donation and approval of the Donation Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21<sup>st</sup> day of June 2016, that the Board accepts the donation from Randall and Renee Ebert and approves the Donation Agreement; and

**BE IT FURTHER RESOLVED**, The Kewaunee County Administrator is directed to sign the Donation Agreement on behalf of Kewaunee County; and

**BE IT FURTHER RESOLVED**, the Kewaunee County Board of Supervisors publicly expresses its gratitude to Randall and Renee Ebert for their generous donation.

Respectfully Submitted,  
Highway and Solid Waste Committee  
BENES, KIRCHMAN, MASTALIR, PAAPE, ROMDENNE

FISCAL IMPACT STATEMENT: \$50,000 donation to construct turning lanes at the intersection of CTH D and 10 <sup>th</sup> Road in the Town of Pierce
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**Highway Improvement Donation Agreement**

This **AGREEMENT** is made between:

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

Randall & Renee Ebert  
N6939 County Road D  
Algoma, WI 54201,  
Donor.

**RECITALS:**

**WHEREAS**, County is performing road maintenance activities on CTH D from the intersection of CTH D and STH 42 to the intersection of CTH D and STH 54; and

**WHEREAS**, Donor's principal place of business is located on CTH D in the stretch of highway slated for road maintenance; and

**WHEREAS**, Donor desires the construction of additional turning lanes at the intersection of CTH D and 10<sup>th</sup> Road to facilitate safer ingress and egress into Donor's place of business; and

**WHEREAS**, County agrees additional turning lanes at the intersection of 10<sup>th</sup> Road and CTH D serves a public purpose by providing a safer intersection for the traveling public as the traveling public encounters Donor's large agricultural vehicles; and

WHEREAS, County is willing to construct and Donor is willing to donate the costs directly associated with the design and construction of the additional turning lanes.

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:

1. This Agreement describes the respective responsibilities of each party in providing for the design, construction and maintenance of turning lanes at the intersection of CTH D and 10<sup>th</sup> Road in the Township of Pierce.
2. This Agreement shall be effective on the date that it is signed by all parties. This Agreement is effective until the all activities associated with the design and construction of the additional turning lanes at the intersection of CTH D and 10<sup>th</sup> Road in the Township of Pierce are complete. It is fully anticipated the turning lanes will be complete in the 2016 construction season. Any terms, conditions, obligations, rights or responsibilities agreed to by either Party respecting future upkeep, maintenance or reconstruction of the turning lanes shall survive the termination of this Agreement.
3. Donor agrees to procure, at its sole cost and expense, all necessary engineering, designing, plans, specifications, and drawings (the "design") necessary to construct the turning lanes. The turning lanes must be designed in accordance with all standards established by the State of Wisconsin Department of Transportation ("DOT") for turning lanes located on a county highway like CTH D.
4. County shall obtain all necessary permits and approvals and construct the turning lanes in accordance with the design and DOT standards.
5. Donor agrees to donate to County the sum of \$50,000.00 for the express purpose of constructing the turning lanes. Donor's donation to County represents the projected actual, necessary and reasonable costs to construct the turning lanes. Donor agrees County may retain Donor's entire donation regardless of the actual cost to construct the turning lanes and use any surplus monies for County's road maintenance activities on CTH D. County agrees to complete construction of the turning lanes with County funds should Donor's donation be insufficient to cover costs of construction.
6. The turning lanes will become part of CTH D and County will keep and maintain the turning lanes in the same condition as the remainder of CTH D from the intersection of CTH D and STH 42 to the intersection of CTH D and STH 54. County may vacate and remove the turning lanes at its sole cost and expense with the mutual agreement of Donor.
7. Nothing contained in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Donor.
8. County will provide, perform and complete all duties and functions contemplated by this Agreement in a workmanlike manner, consistent with the highest standards among contractors who perform similar services.
9. 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.
10. This Agreement and the rights and obligation of County and Donor under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
11. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Kewaunee, State of Wisconsin.
12. County and Donor represent and warrant that they have carefully reviewed and fully understand this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of County and Donor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.
13. 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.
14. 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 County and Donor.
15. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, this Agreement as of the day and year first above written.

**For Donor:**

\_\_\_\_\_  
Randall Ebert

Date: \_\_\_\_\_

\_\_\_\_\_  
Renee Ebert

Date: \_\_\_\_\_

**For County:**

\_\_\_\_\_  
Scott Feldt  
Kewaunee County Administrator

Date: \_\_\_\_\_

Supervisors Kirchman moved and Romdenne seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 10-06-2016**

**RESOLUTION APPROVING FAIRGROUNDS LEASE AGREEMENT**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, Kewaunee County has made substantial investment in real property and improvements at the Fairgrounds site located in the Village of Luxemburg; and

**WHEREAS**, Kewaunee County remains committed to holding fairs and exhibitions to promote the general welfare of the citizens of Kewaunee County; and

**WHEREAS**, 2017 will mark the 100<sup>th</sup> annual Kewaunee County Fair hosted by the Kewaunee County Agriculture Association; and

**WHEREAS**, the Lease Agreement between Kewaunee County and the Kewaunee County Agriculture Association for the Fairgrounds site has not been updated since 1978; and

**WHEREAS**, the Finance and Public Property Committee considered and hereby recommends approving the updated Fairgrounds Lease Agreement attached hereto.

**NOW, THEREFORE BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21st day of June 2016, that the Board hereby approves the Fairgrounds Lease Agreement and directs the Kewaunee County Administrator to execute the same on behalf of Kewaunee County.

**BE IT FURTHER RESOLVED**, the Promotion and Recreation Director shall administer the Fairgrounds Lease Agreement under the direction of the County Administrator.

Respectfully Submitted,  
Finance & Public Property Committee  
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

**Fairgrounds Lease Agreement**

This **AGREEMENT** is entered into between:

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

-and-

Kewaunee County  
Agriculture Association  
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 March 1, 2016 and will end on December 31, 2018 unless sooner terminated by default of either party.
  - (b) Beginning January 1, 2019 and the first day of January every second year thereafter, this Agreement 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 2016 is due on or before March 1, 2016 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 (15<sup>th</sup>) 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 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 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 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 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 a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or 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 repossess the leased premises, either by force, summary proceedings, surrender or otherwise, and dispossess Association either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom Association or other occupants thereof, and their effects, without being held liable to any prosecution therefore. In such case, County may, at its option consider the lease to be terminated. Association hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

Association shall pay and indemnify County against all legal costs and charges, including counsel fees lawfully and reasonable incurred in obtaining possession of the leased premises after default by Association.

12. Parties Bound. That the covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise herein-before provided.

13. Entire Agreement. 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.

14. 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 Alan M. Hoppe  
413 Maria Street  
PO Box 297  
Luxemburg, WI 54217

(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.

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

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 expected.

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 Agriculture Association

\_\_\_\_\_  
 By:  
 Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 By:  
 Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Supervisors Luft approved the contract as submitted with yearly reevaluations of new insurance liabilities and terms, seconded by Haske.

A friendly amendment was proposed by Supervisor Rasmussen to include with the motion provided, proof of insurance of liquor, amusement rides and motor sports.

Supervisors Luft and Haske agreed with friendly amendment. Friendly amendment was approved by unanimous consent of the county board.

Supervisors Pagel moved and Mastalir seconded for adoption of the original resolution, along with the friendly amendment.

Roll call vote: 19 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 11-06-2016**

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS  
 Project Phoenix**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

**WHEREAS**, The Finance and Public Property Committee considered and hereby recommends acceptance of a grant from the Wisconsin Public Service Commission, State Energy Office, to complete a comprehensive feasibility study on the development of a community-based approach to manure management and methane recovery in Kewaunee County; and

**WHEREAS**, the Finance and Public Property Committee recommends adjusting the budget to reflect additional revenue of \$50,000.00 from the acceptance of the Grant and additional expenses of \$50,000.00 to fulfill the requirements of the Grant.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21<sup>st</sup> day of June 2016, that the Board approves the budget adjustments as described by the Finance Director in the attachment to this resolution; and

**BE IT FURTHER RESOLVED**, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of budgeted funds.

Respectfully Submitted,  
 Finance & Public Property Committee  
 HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

FISCAL IMPACT STATEMENT: Receipt and expenditure of \$50,000 Grant from the Public Service Commission, State Energy Office.
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Supervisors Mastalir moved and Luft seconded for adoption. Roll call vote: 17 ayes, 2 nays (Jahnke and Shillin). Motion carried.

**RESOLUTION NO. 12-06-2016**

**A RESOLUTION AWARDDING DYNAMIC CONCEPTS LLC THE CONTRACT TO COMPLETE FEASIBILITY STUDY  
 Project Phoenix**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the Kewaunee County Board of Supervisors considered and hereby recommends awarding Dynamic Concepts LLC the contract to complete a comprehensive feasibility study on the development of a community-based approach to manure management and methane recovery in Kewaunee County to fulfill the grant requirements of the Public Service Commission, State Energy Office.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21st day of June 2016, that the County hereby awards Dynamic Concepts LLC the contract to complete a comprehensive feasibility study on the development of a community-based approach to manure management and methane recovery in Kewaunee County; and

**BE IT FURTHER RESOLVED**, the Kewaunee County Administrator is authorized to execute the attached Feasibility Study Agreement; and

**BE IT FURTHER RESOLVED**, that the Kewaunee County Administrator shall administer the Feasibility Study Agreement and hold Dynamic Concepts LLC accountable to the Grant requirements of the Public Service Commission, State Energy Office.

Respectfully submitted,

Personnel, Advisory and Legislative Committee

JAHNKE, KIRCHMAN, MASTALIR, PAAPE, PAGEL, ROMDENNE, SHILLIN, SINKULA, WEIDNER

FISCAL IMPACT STATEMENT: Receipt and expenditure of \$50,000 Grant from the Public Service Commission, State Energy Office.
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## Feasibility Study Agreement

This **AGREEMENT** is entered into between:

Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216,

County,

and

Dynamic Concepts LLC  
PO Box 436  
Waukesha, WI 53187,

Contractor.

### RECITALS

WHEREAS, County desires a comprehensive feasibility study regarding the development of a community-based approach to manure management and methane recovery in Kewaunee County, Wisconsin; and

WHEREAS, Contractor desires to perform the comprehensive feasibility study under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement shall become effective immediately and shall continue until the comprehensive feasibility study is delivered to County.
2. Contractor will provide a comprehensive feasibility study on or before June 30, 2016 regarding the development of a community-based approach to manure management and methane recovery in Kewaunee County. The feasibility study must include:
  - a) Possible solutions to the waste problem associated 650,000,000 gallons of manure generated by 98,000 cattle.
  - b) The feasibility of establishing cooperative, and fully integrated, manure processing facilities (hubs) that would also support processing manure generated at a small number of smaller farms (satellites).
    - Methods and technologies to treat the waste at each processing facility.
    - Methods and technologies to harvest biogas energy at each processing facility.
    - Methods and technologies to separate, concentrate, and capture nutrients at each processing facility.
    - Methods and technologies to destroy dangerous pathogens at each processing facility.
  - c) Possible biogas uses and markets and examines:
    - The potential sale of biogas energy whether as electricity, heat, or compressed natural gas.
    - The capture of concentrated nutrients and distribution of nutrients to hubs and satellites to meet their respective nutrient requirements.
    - The feasibility of delivering excess nutrients to a centralized processing facility where nutrients could be further dried, pelletized, and exported for sale.
  - d) Identifies and examines other critical issues including:
    - Potential business structures.
    - Accounting, testing and record keeping considerations.
    - Potential financing sources.
    - The legal and regulatory hurdles to implement a community based approach to manure management and methane recovery in Kewaunee County.
    - Economic impacts and job creation.
3. Contractor acknowledges County is in receipt of a grant from the Public Service Commission of Wisconsin, State Energy Office to complete the feasibility study of manure management and methane recovery. Contractor agrees that it will undertake the performance of this contract in full compliance with Agreement between Kewaunee County and the Public Service Commission of Wisconsin, State Energy Office. The Contract between the Public Service Commission of Wisconsin and Kewaunee County is attached hereto as Exhibit A.
4. Contractor agrees to fulfill each requirement, term, and condition of the RFP attached hereto as Exhibit B.
5. Contractor agrees that it will fulfill Contractor's promises and representations in Contractor's response to the RFP. Contractor's response to RFP is attached hereto as Exhibit C.
6. To the extent any term of this contract conflicts with any of the attachments, the terms of the Agreement between the Public Service Commission of Wisconsin, State Energy Office and Kewaunee County shall control. Thereafter, the order of preference for conflicting terms shall be this Agreement, Kewaunee County's RFP, and finally Contractor's response to the RFP.
7. Contractor may publish materials produced pursuant to this Agreement subject to the following conditions:
  - a) All materials produced under this Agreement are the property of the Public Service Commission of Wisconsin, State Energy Office and Kewaunee County and may be copyrighted in their respective names. Contractor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
  - b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Public Service Commission of Wisconsin, State Energy Office, under the terms and conditions of this Agreement."*

8. Nothing contained in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
9. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and employees necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
10. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the County, and the County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.
11. County agrees to pay Contractor as compensation for its services the all-inclusive sum of **\$50,000.00**.
12. Contractor shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.
13. Contractor shall provide, perform and complete all duties and functions contemplated by this Agreement in a workmanlike manner, consistent with the highest standards among contractors who perform similar services.
14. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
15. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
16. Except for the active negligence or willful misconduct of County, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless County and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor. The provisions of this paragraph survive termination of this Agreement.
17. 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 by reason 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.
18. Contractor shall not assign this Agreement in whole or in part without the prior written consent of the County. Contractor shall not assign any of its rights or obligations under this Agreement prior written consent of the County. Contractor shall not assign any payment due or to become due under this Agreement. Any such assignment without the County's prior written consent is void.
19. This Agreement and the rights and obligation of County and Contractor under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
20. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Kewaunee, State of Wisconsin.
21. County and Contractor represent and warrant that they have carefully reviewed and fully understand this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of County and Contractor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.
22. 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. 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 County and Contractor.
24. This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed as follows:

For the County:

For Contractor:

\_\_\_\_\_  
 Scott Feldt  
 Kewaunee County Administrator  
 Dynamic Concepts LLC

\_\_\_\_\_  
 By: Daniel Nemke  
 Its: Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisors Mastalir moved and Haske seconded for adoption. Roll call vote: 16 ayes, 3 nays (Pagel, Shillin, Teske). Motion carried.

**RESOLUTION NO. 13-06-2016**

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS  
 Miscellaneous Budget Adjustments**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

**WHEREAS**, The Finance and Public Property Committee considered and hereby recommends making the budget adjustments requested by the Finance Director in the attached memorandum for improved budgeting and financial reporting.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21<sup>st</sup> day of June 2016, that the Board approves the budget adjustments set forth in the memorandum dated May 20, 2016; and

**BE IT FURTHER RESOLVED**, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of budgeted funds.

Respectfully Submitted,  
Finance & Public Property Committee  
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

FISCAL IMPACT STATEMENT:  
See attached memorandum dated May 20,  
2016.



**KEWAUNEE COUNTY  
FINANCE DIRECTOR**  
Paul Kunesh, CPA  
810 Lincoln St  
Kewaunee, W 54216  
Phone:(920) 388-7110 Fax: (920) 388-7195

DATE: 05/20/2016  
TO: County Administrator, Finance Committee, County Board  
FROM: Paul Kunesh  
RE: 2016 Budget – Miscellaneous adjustments

**REQUEST:**

Attached is a list of adjustments to the 2016 budget. I am requesting these adjustments for improved reporting in the County budget and financial reporting.

**BACKGROUND:**

Several changes and reporting improvements were identified during the 2016 budget process. Some of those changes were incorporated into the 2016 adopted budget and some were delayed until sufficient details were available for review. Specifically:

Public Information Officer/Tourism position from Promotion & Rec department to an activity within the Administrator's department: The exact amounts budget for wages, benefits, and Website will be moved from the County parks activity (55200) to a Tourism/Public Info Office (51460) in the Administrators department.

Vehicle costs for IS & Maintenance: Up until 2016, shared vehicles revenue and expenditures had been included in the County Board budget (51100). In 2014 a Vehicle Replacement Fund (VRF) was created, and starting in 2016 charges to departments using those vehicles as well as the fuel and maintenance expenditures will be in the VRF. Charges for using the vehicles will fund the VRF for the eventual replacement of those same vehicles. After completion of the 2016 budget it was discovered that expenditures for two department specific vehicles were expensed with the pool vehicles. This budget adjustment will record the vehicle costs for those two assigned vehicles to the department that used them.

Personnel/HR costs from County Board to Administrator: Expenditures related to Human Resources such as pre-employment exams and drug tests, testing, safety training, and insurance consultants are closely related to the Administrators office Personnel function and would be better presented if included in the Administrators HR & Insurance activity rather than within the County Board Budget.

HSD 1.5% wage increase: Supplemental pay of 1.5% was added during the Finance Committee recommended budget. The increase was calculated and added to each department. The total amount for Human Services was included in one 'holding account' to be distributed at a later time.

ADRC Fund reallocation: The 2016 ADRC budget was assembled in large part based on prior years. As of 2016 all ADRC labor is performed by Manitowoc County & allocations among specific programs is not necessary.

**COST/BENEFIT:**

The requested changes only reallocate revenue and expenditures among different accounts or departments. There is no cost and it will provide better financial reporting.

**OPTIONS:**

- 1) Approve all - revise the 2016 budget.
- 2) Approve some – revise the 2016 budget, and implement the remaining in 2017.
- 3) Deny – wait until the 2017 budget to incorporate the above recommendations

Supervisors Wagner moved and Romdenne seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

**Communications:**

Resolutions from other counties (3)

Kewaunee County Events:

VIP 2<sup>nd</sup> Annual Smokehouse Jamboree on Monday, July 4 – 10:00 a.m. – 4:00 p.m. – Barnsite Retreat

Kewaunee County Fair, July 14-17

Kickoff Banquet, July 15

**Chairman's Comments:**

None

Supervisors Wagner moved and Dobbins seconded that the September County Board Meeting will be held on September 20, 2016 at 6:00 p.m. Motion carried.

All in favor to adjourn.

Board adjourned at 9:23 p.m.

Robert Weidner, Kewaunee County Board Chairman

Jamie Annoye, Kewaunee County Clerk

**CERTIFICATION**

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on June 21, 2016.

Jamie Annoye, Kewaunee County Clerk



