

***AMENDED AGENDA**

**County Of Eau Claire
Committee On Parks & Forest
Monday, July 8, 2019 – 5:00 p.m.
Ag & Resource Center – 2nd Floor Meeting Room**

Members note: Please call the committee chair or office if you will not be attending the meeting.

***New item has been added to original agenda. Item #5 reflects the addition. All other items have shifted down and remain unchanged.**

1. Call Meet to Order by Chair Stelljes
2. Confirmation of meeting notice
3. Approval of minutes from June 10, 2019 meeting – Discussion/Action
4. Public Input
5. *Proposed Change in Exposition Center Operation – Discussion/Action
6. Performance Management Criteria – Discussion/Action
7. Request to place a Memorial Bench at Tower Ridge – Discussion/Action
8. Lake Altoona Well/Septic Plan Update – Discussion/Action
9. Timber Sale Extensions – Discussion/Action
10. Food Vendor Request – Discussion/Action
11. Advisory Committee Appointments – Discussion/Action
12. Director's Report – Discussion/action
13. Timber Sale Report – Discussion/action
14. Adjournment

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

EAU CLAIRE COUNTY
COMMITTEE ON PARKS AND FOREST

MEETING MINUTES

Monday, June 10, 2019, 5:00 p.m.
Agriculture & Resource Center (2nd floor meeting room)

MEMBERS PRESENT: Gary Gibson, Patrick LaVelle, Bert Moritz, Tami Schraufnagel and Kevin Stelljes

OTHERS PRESENT: Kyle Johnson, WDNR Liaison Forester; Frank Draxler, Eau Claire County Purchasing Agent

STAFF PRESENT: Josh Pedersen, Jody Gindt, Jake Tumm and Bobbi Barone

1. Call to Order - The meeting was called to order by Chair Stelljes at 5:00 p.m.
2. Confirmation of meeting notice – Meeting notice was confirmed.
3. Approval of meeting minutes from May 13, 2019 meeting – Pat moved to approve the minutes from the May 13, 2019 meeting; motion carried.
4. Public Input – No one was present for this item.
5. Performance Management Criteria – The committee discussed ideas for measuring performance such as beach closures, ATV trail storm closure days, etc. Josh will put together criteria from the discussion and bring to the next meeting for the committee to approve.
6. Proposed Timber Sale Contract changes – Jake explained how prepaid tickets work. After discussion, Kevin moved to add the statement to the prospectus “Pre-aid haul tickets may be required if a contractor has carried a delinquent outstanding balance of more than \$10,000 for more than 60 days” and the same in the contract. Also, that a policy is established that would send on the delinquent account to either Corporation Counsel or the Treasurer’s Office to secure payment. Motion carried.
7. Proposed Change in Exposition Center Operation - Frank Draxler was present to review the handout he provided to the committee. The committee discussed what the responsibilities would be if the Expo Center operation was contracted out by a private company. The Expo Center currently is operated at a loss of \$50,000 to \$60,000 a year. Pat moved to continue discussion with facility management service who is interested in taking over operation of the Expo Center and bring back the contract to the committee for final approval; motion carried 4-1 with Supervisor Moritz voting “Nay”.
8. Knowles-Nelson Stewardship – Josh presented the amended resolution. Lines 23 to 26 were added. Gary made a motion to approve with the additional lines 23-26; motion carried.
9. Lake Altoona Well-Septic Plan Update – Josh reported lots has happened since the last meeting. The pump was replaced by Olson Well Drilling and Wlersgalla Plumbing was working on getting water to the restrooms. Josh will be meeting with the Health Department to discuss the septic.

10. Kussman Property Report- Josh reported Mr. Kussman had paid for half of the appraisal that was done and will be logging the property. Kevin asked the committee if they would support his further communication with the owner and they agreed.
11. Director's Report – Josh reported he had gotten an email from someone about providing concessions at some parks. Josh will invite them to the next meeting.
12. Timber Sale Report – Nothing to report.

Kevin adjourned the meeting at 6:30 p.m.

Respectfully Submitted,

Bobbi Barone
Committee Clerk
rb

Exposition Facility Operation Services Contract

I. PARTIES

This Agreement, between Eau Claire County, Wisconsin, Contact Person: Frank Draxler located at 721 Oxford Avenue, Eau Claire, WI 54703-5481, hereinafter referred to as "County" contact information Phone #: (715) 839-, email: and Metropolis Resort, Contact Person: _____, hereinafter referred to as the "Operator". Contact information _____

II. PURPOSE - RESPONSIBILITY

Whereas the goal for Eau Claire County (County) is to continue to own the property and facilities (which includes the Exposition Center and the County Fairgrounds) and reach a break-even point in year 3 or 4. And, the goal for the Metropolis Resort (Operator) is to provide good customer services, improve upon the bookings at the Expo Center and the Operators business as well as to make a profit for this service.

III. SCOPE OF SERVICES

The purpose of this Agreement is to formalize the relationship between County and Operator. Therefore, in consideration of the mutual promises which are set forth below, the County and the Operator agree as follows:

Operators Responsibilities:

1. The Operator shall continue to hold/book current functions, especially county functions, to lease the facility; for example-
 - EC County Fair
 - Breakfast in the Valley
 - CORBA bike race, Firecracker
 - The Dog Show
 - The Gem and Mineral Show and others
 - Annual Highway safety training day
 - Winter Storage
2. The Operator shall continue to have reduced fee 20% for non-profits and no fee for county department use.
3. The Operator shall honor current long-term contracts for these facilities:
 - Eau Claire Curling, Inc.
 - Indianhead Kennel Club
4. Provide Insurance for the operations and making sure the events provide insurance. Please see Paragraph X.
5. Marketing, booking events. Collection of revenues (fees). Set-up, clean-up.
6. Maintain the buildings and grounds to be in as good as or better condition than current. That includes clean-up, carpet shampooing, painting, mechanical repairs such as toilet fixtures, pest

control, preventative maintenance on equipment, lights, door hinges etc. as well as lawn mowing and landscaping (other than in 2019). This shall be reviewed and documented annually.

7. Purchase and supply all supplies and products necessary to maintain the buildings and grounds.
8. Abide by all municipal, state, or other laws (including the County Code and City Ordinances).

Both Parties

1. Agree to the County having the right to schedule additional County events with the Operator, upon availability at no charge, such as;
 - Recycling events, safety training for county depts, Land Conservation Tree sale, disaster training or exercise. If this facility or part of is to be used by the County for an emergency location if there is a disaster, the County shall reimburse the Operators for any lost revenue.
2. Meet annually with the County project manager to review fee changes.
3. Meet with the County project manager quarterly to review revenues, expenses, maintenance and other issues. This is an open book review.

County Responsibilities:

1. Continue to own the buildings and grounds. Allow the Operator to use the existing furnishings and equipment.
2. Maintain the lawn mowing for the rest of 2019. County agrees to use the large lawn mowers once a month or when they mow the trails for Lowes Creek Park, for the open area (campground).
3. Major improvements to the building(s) and mechanical building equipment.
4. Responsible for snow removal for the access road to the Lowes Creek Park entrance only.
5. Property Insurance of the building and contents.
6. Encourage functions to schedule at the Expo Center and will document referrals.
7. Review (and document) annually the facility conditions.

Open communication and Annual Review

Open communications are essential between the County and the Operator to maximize efficiency of both operations.

1. The County and the Operator shall conduct a pre-facility meeting by August 1 or the closest business day thereto of each year.
2. Then ANNUALLY, hold a meeting on August 1st or closest business day that shall include:
 - A review of each facility.
 - A review of the grounds.
 - A review of the rental agreement past and future.
 - Review of all infrastructure and all equipment including an inventory and report of condition.
 - In addition to review the operations, also shall review the conditions of the above and formally agree on repairs needed and which party will perform those repairs.
3. Operational and Financial meetings are to be scheduled by the County's project manager.

4. The Operator, County and the EC Curling Club shall meet just prior to the annual Curling Club use beginning and again at the end of the season. Document and review conditions and inventory. This is to be scheduled by the County's project manager.
5. An annual report will be sent to the County indicating a summary of the operations including the revenue and expenses.

Financial information and Payment terms:

Revenues go directly to the Operator, beginning at the signing of this agreement.

Revenues shall include established fees (list price) for rental even though the fees may be discounted by the Operator. This will allow an effective method to review revenues and expenditures.

Expenses are paid directly by the Operator when possible. Some expenses, such as utilities, that are paid for by the County, shall be applied to offset the payment to the Operator in years 1 thru 3. In years 4 and 5 the Operator would reimburse the County for utilities.

The County shall pay the Operator the following:

1st year \$30,000, 2nd year 20,000, 3rd year \$10,000, 4th and 5th year \$0. This is based upon improvements to the revenues as well as reductions in expenses.

Length of Agreement:

This Agreement shall begin on August 1, 2019 and terminate on December 2024, unless sooner terminated as permitted by this Agreement. The County and Operator shall consider the time between August 1 and December 31, 2019 as an interim period and both parties are to share in the revenue and expenses as agreed to prior to signing. The first year of the agreement begins January 1st, 2020. The agreement is for 5 years and can be extended for another 3-year period by mutual agreement.

IV. OWNERSHIP RIGHTS

The County is the owner of certain property with buildings and other improvements thereon, located 5530 Fairview Dr, Eau Claire WI, 54701, known as the Eau Claire County Exposition Center (hereinafter "Expo Center"). See Attached MAP (attachment 1) indicating the facilities and grounds that are included in this operating agreement.

The County shall continue to park its ski trail groomer in the back ¼ of building C in the winter months

The parking area for Lowes Creek Park and the route for access needs to be kept open.

One office in the main building is currently being leased to the Curling Club.

V. TERMINATION

The County may, upon written notice to the Operator, terminate the performance of work under this Agreement, in whole or in part, in accordance with the following criteria:

- (A) Whenever the Operator shall default in performance of this Agreement in accordance with its terms included in the term "default" any such failure by the Operator to provide services set forth herein in Part III (Scope of Services) and shall fail to cure such default within a period of

ten (10) days (or such longer period as the County may allow) after receipt from the County of a notice specifying the default; or

- (B) Whenever for any reason the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Operator of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If after the termination of the Agreement or any part thereof for default under "A" above, it is determined that the Operator was not in default pursuant to "A", or that the Operator's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Operator, the Notice of Termination shall be deemed to have been issued under "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Operator shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Operator shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Operator and the County may withhold any payments to the Operator for the purpose of set-off until such time as the exact amount of damages due to the County from the Operator is determined.

VII. PERSONNEL

The Operator represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

VIII. CONFLICT OF INTEREST

- (A) No officer or employee of the County and no member of its governing body, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this study, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- (B) The Operator covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Operator further covenants that in the performance of this Agreement no person having such interest shall be employed.

IX. HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Operator further covenants and agrees to indemnify, and hold harmless the County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or because wrongful act on the part of the Operator, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Operator and the County, their employees or agents in connection with this Agreement.

X. INSURANCE REQUIRED

The Operator to perform services for the County of Eau Claire shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work: (2) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/agreement. Minimum coverage is \$1,000,000 combined single limit liability. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by any insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/agreement, and the County will be listed as an additional insured.

XI. SUBAGREEMENTING OR ASSIGNMENT

The benefits or obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Operator, whether such successor be an individual, a partnership or a corporation, is acceptable to Eau Claire County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XII. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though they will result in an increase or decrease in the services of the Operator or in the agreement cost thereof except that if the changes increase the costs to the Operator and the County does not agree to bear the additional costs, the Operator may cancel this Agreement on 60 days written notice. Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Operator will be processed by a written change order.

XIII.SANCTIONS UPON IMPROPER ACTS

If the Operator, or any of its officers, partners, principals, or Agents, or if an employee of the Operator acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section V. In the event of a conviction occurring after the expiration or termination of this Agreement, the Operator shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to Eau Claire County.

XIV. RESPONSIBILITY OF AN OPERATOR

- (A) The Operator shall perform the services with that standard of care, skill and diligence normally provided by an Operator in the performance of services like the services hereunder.
- (B) Notwithstanding any review, approval, acceptance or payment for the services by the County, the Operator shall be responsible for professional and technical accuracy of its work, services, equipment and other materials furnished by the Operator under this Agreement.
- (C) If the Operator fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Operator within thirty (30) days after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Operator's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- (D) The Operator shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able - through its own

resources or through a qualified surety - to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the work product.

XV. APPLICABLE LAW

This agreement shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of the agreement shall be in Eau Claire County Circuit Court.

XVI. COMPLIANCE WITH THE LAWS

The Operator hereby represents and warrants:

- (A) That it is qualified to do business in the State of Wisconsin, and it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and
- (B) That it is not in arrears with respect to the payment of any monies due and owing Eau Claire County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and
- (C) That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulation applicable to its activities and obligations under this Agreement; and
- (D) That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

In addition to any other remedy available to the County, breach of any of the Paragraphs A through D of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XVII. TAXES

The County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

- 1. The County, including all its departments, is required to pay a Wisconsin excise tax on beer, liquor, wine, cigarette, tobacco product, motor vehicle fuel, engine oil and aviation fuel. However, the County is exempt from payment of State of Wisconsin sales or user tax on this purchase. The County may be subject to taxes imposed by other States on its purchase's dependent upon the laws of that state.
- 2. Operators performing construction activities are required to pay state user tax on the cost of materials.
- 3. The Wisconsin Department of Revenue does not issue state sales exempt numbers to Counties per Wisconsin Statute §77.54(9)(a).

XVIII. INDEPENDENT OPERATOR STATUS

Both parties understand that the County is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 *et seq.* Provider acknowledges that it is obligated to assist the County in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that the Provider must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

The relationship of the Operator to the County shall be that of an independent operator and the Operator shall be entitled to none of the rights, benefits, salaries, wages or fringe benefits to which employees of the County are eligible. Nothing in this Agreement shall be construed so as to deem the Operator, its employees or agents (1) as employees of the County, (2) as carrying out the functions of the County, (3) as effectively acting as or in place of the County, or (4) having the status of the County. The Operator has no authority to incur any obligation for or on behalf of the County. No federal, state or local taxes or social security deductions or contributions shall be made by the County on behalf of the Operator. THE OPERATOR UNDERSTANDS IT MAY BE LIABLE UNDER SECTIONS 1401 TO 1403 OF THE INTERNAL REVENUE CODE (1980) FOR PAYMENT OF A TAX ON SELF-EMPLOYMENT INCOME AND IT SHALL BE THE OPERATOR'S RESPONSIBILITY TO KEEP A RECORD OF INCOME UNDER THIS AGREEMENT AND TO FILE SUCH INCOME TAX FORMS AS MAY BE REQUIRED BY LAW. NO DEDUCTIONS FOR ANY PURPOSE WHATSOEVER ARE BEING TAKEN FROM THE PAYMENT SPECIFIED AT 2. ABOVE.

XIV. ALTERATIONS AND IMPROVEMENTS

The Operator shall make no alterations to the Exposition Center or construct any building or make other improvements at the Exposition Center without the prior, express, written consent of the County.

All alterations, changes, and improvements built, constructed, or placed at or on the Exposition Center by the Operator, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the County and the Operator, be the property of the County and remain on the premises at the expiration or earlier termination of this Agreement.

XX. DAMAGE BY CASUALTY

During the term of this Agreement, if any structure or parking area at the Exposition Center is destroyed by fire, earthquake, tornado, windstorm or other casualty, the County shall be under no obligation to rebuild or repair the structure or parking area. If the County elects to not rebuild or repair the structure or parking area, this Agreement shall, at the option of the Operator, become null and void. If the Operator elects not to declare the Agreement null and void, and if the parties mutually agree, an adjustment to the basic rent may be negotiated.

Should the Exposition Center be occupied by Federal, State, County or municipal services for Emergency Management operations, this Agreement shall be null and void. If closure is caused by Emergency Management Operations, County will provide a full refund of any rent paid and security deposit.

XXI. SECURITY DEPOSIT

Due to the County paying the Operator at year end, the security deposit is waived.

XXII. DAMAGE TO PREMISES - RESPONSIBILITY

If any part of the Exposition Center and all of its property, and any property supplied to the Operator as part of the Agreement is damaged by the act or omission of the Operator, its agents, officers, employees, contractors, patrons, guests and all others who may be at the Exposition Center for the Event, including all exhibitors, displayers and operators, which shall

include but not be limited to fireworks display exhibitors and carnival ride operators, and including all others present for preparation and cleanup, the Operator shall pay to the County upon demand, any amount which the County reasonably determines is necessary to repair or replace the property. The Operator assumes full and complete responsibility for the character, acts and conduct of all persons who are at the Exposition Center for the Event, which responsibility includes indemnification and reimbursements of the County for any and all damage, loss, cost and expense occasioned or caused by such persons.

XXIII. COMPLIANCE WITH LAW

The Operator shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, department and other municipal agencies. The Operator will obtain any and all permits and licenses which may be necessary for any activity which is a part of the Event. The Operator will not do or suffer to be done anything at the Exposition Center during the Event which is in violation of or prohibited by any such law, ordinance, rule, requirement, permit or license. If the attention of the Operator is called to any such violation, the Operator will immediately desist from or cause to be corrected such violation.

The parties hereto, having read and understood the entirety of this Agreement, consisting of 8 typewritten pages, hereby affix their duly authorized signatures.

**EAU CLAIRE COUNTY
(COUNTY) BY:**

**METROPOLIS RESORT
(OPERATOR) BY:**

(Date)

(Date)

R/PURCHASE/AGREEMENTS/ AGREEMENT-REGULAR

Eau Claire County Parcel Mapping

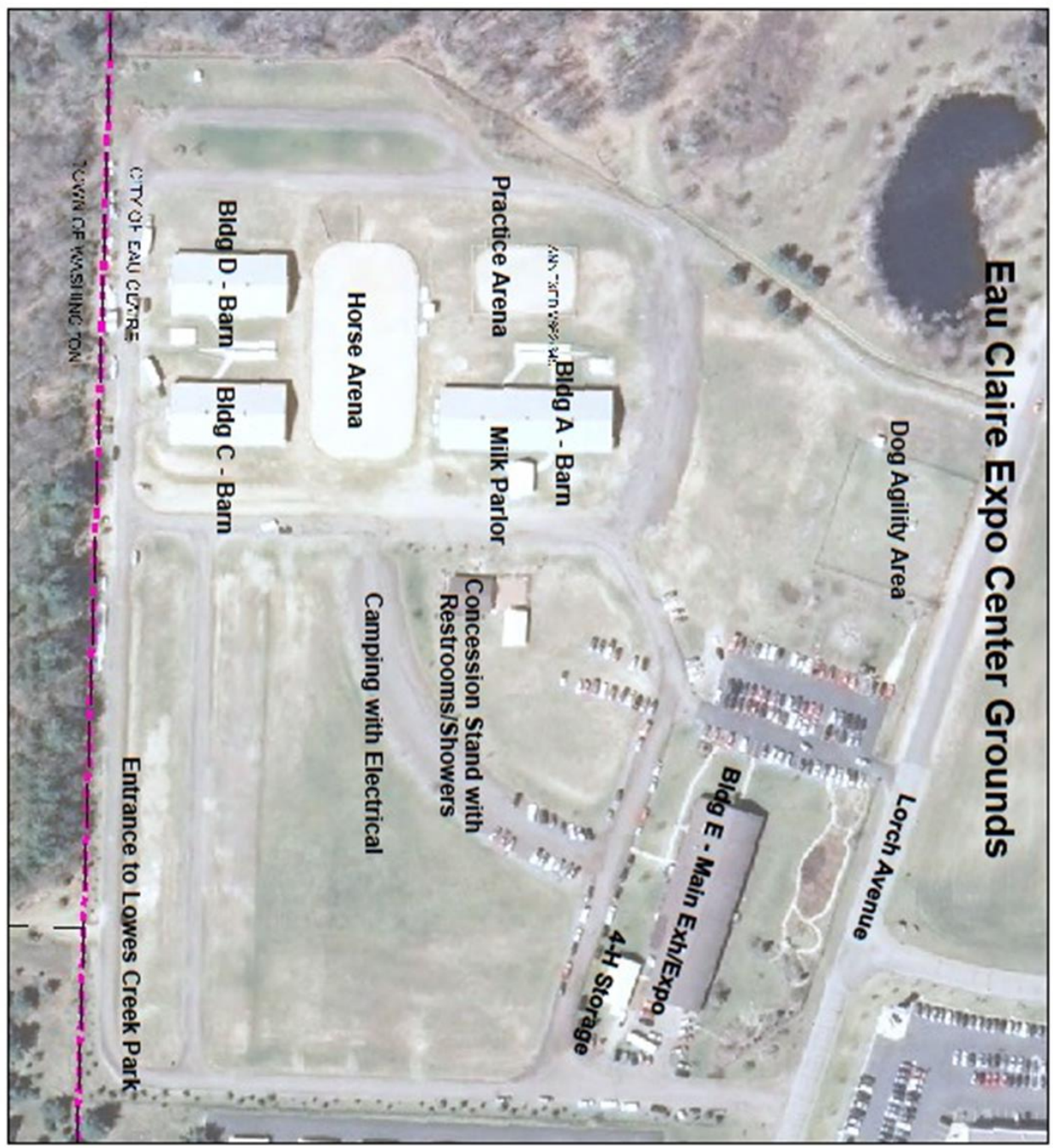
1 inch = 162,272,133 feet



- PASS Lines**
- Meander Line
 - Forty Line
 - Quarter Section Line
 - Section Line
- Parcel Lines**
- Parcel Line
 - Extended Parcel Line
 - Tie Line
 - Extended Tie Line
 - Road Right-of-Way Lines
- Platted Lands**
- Certified Survey Map
 - Condominium Plat
 - Assessors or Subdivision Plat
- Navigability**
- Navigable
 - Non-Navigable
- Assessor Number + ORS/132000**
- Survey Map Number + 87000**

Parcel Mapping Notice:
This document is a map of All of the Eau Claire County. The map is a collection of public information for the purpose of providing a visual representation of the public information. It is not intended to be used as a legal document. The map is a collection of public information for the purpose of providing a visual representation of the public information. It is not intended to be used as a legal document. The map is a collection of public information for the purpose of providing a visual representation of the public information. It is not intended to be used as a legal document.

Date:
April 2008
Information Current: January 1, 2008



Eau Claire Expo Center Grounds

Dog Agility Area

Practice Arena

Horse Arena

Milk Parlor

Bidg A - Barn

Bidg D - Barn

Bidg C - Barn

Bidg E - Main Exh/Expo

4-H Storage

Concession Stand with Restrooms/Showers

Camping with Electrical

Entrance to Lowes Creek Park

TOWN OF WASHINGTON

CITY OF EAU CLAIRE

Lorch Avenue

Dog Agility Area