

Rock County Agriculture & Extension Education Committee
Wednesday, June 10, 2015 – 7:00 p.m.
2nd Floor Courthouse Conference Room
Rock County Courthouse
Janesville WI

Agenda

1. Call to Order
2. Approval of Agenda
3. Approval of May 13, 2015 Meeting Minutes
4. Citizen Participation, Information and Announcements
5. 4-H Fairgrounds Maintenance and Contracts
6. Approval of 2015 Working Agreement with Fair Association
7. Approval of Extension Bills/Transfers/Encumbrances
8. Educator Reports: Kathy Hetzel, Family Living Educator
9. Update from Department: County budget preparation;
County Board presentation on June 25
10. Comments from the Committee
11. Adjourn

Contract 2015-0033

ROCK COUNTY 4-H FAIRGROUNDS MUTUAL WORKING AGREEMENT

This agreement is made and entered into by and between the Agricultural Extension and Education Committee of the Rock County Board of Supervisors, hereinafter referred to as Lessor, and the Rock County 4-H Fair Association, Inc. hereinafter referred to as Lessee.

WHEREAS, the County of Rock owns the property known as the Rock County Fairgrounds, as well as associated buildings, structures and equipment, thereon; and

WHEREAS, the Lessor has been delegated the responsibility for control and management of the Rock County Fairgrounds and the buildings, structures and equipment, thereon; and

WHEREAS, the Lessee will use the Rock County Fairgrounds and the buildings, structures and equipment thereon for the purpose of conducting the annual Rock County 4-H Fair; and

WHEREAS, the dates of the 2015 Rock County 4-H Fair will be July 28-August 2, 2015 and,

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter contained, the Lessor and Lessee agrees as follows:

1. Subject to Clause 2, the Lessee shall be granted sole use of the Rock County Fairgrounds for the period July 1, 2015 through August 5, 2015.
2. No major event, other than activities relating to the Rock County 4-H Fair, will be allowed on the Rock County Fairgrounds between the dates of July 1, 2015 and August 5, 2015, unless mutually agreed upon by the Lessor and Lessee.
3. Lessee shall be responsible for all preparations for the Fair regarding the grounds and associated facilities thereon, and the complete clean up of the grounds and facilities on or before August 5, 2015.
4. The County of Rock shall have adequate property insurance against fire and such other perils as are insured under policies carried by Rock County. The Lessee shall maintain and own liability and property damage insurance, insuring all fixtures and equipment owned by Lessee located on the premises. Lessee shall be fully responsible for restoring the grounds, as well as the other buildings, structures and equipment thereon to the condition they were on July 1, 2015.
5. The Lessor will require no clean up bond to be posted.
6. Lessee shall absorb any financial losses resulting from the operation of the Fair and shall be entitled to any profits. Lessee shall pay no rent to the Lessor for use of the premises and shall receive rent proceeds from use of Lessee's personal property and equipment use by other organizations.
7. Lessee shall be responsible for using good judgement and arranging with proper authorities for assistance in providing police and fire protection during the week of the Fair.
8. Lessee shall be responsible for the collection and the legal disposal of all wastes generated as a result of; preparation for, operation of, and clean up from the Rock County 4-H Fair.
9. Lessee, at their expense, may make property and safe additions or alterations to the 4-H Fairgrounds property including: associated buildings, structures, electrical service, water and sewer, paved surfaces, and equipment located thereon providing approval for such additions or alterations have been granted by the Lessor prior to construction. Any such additions or alterations shall meet all applicable state and local codes and have the prior approval of any applicable regulating agency. Such installations shall remain a permanent part of the premises and shall become the property of Rock County.
10. Payment for utilities including electrical, water and sewer, gas and telephone shall be assumed by the Lessee from July 1, 2015 to August 5, 2015. In the event other events have

the use of the Fairgrounds, and are mutually agreed upon by both Lessor and Lessee, during that period, the organizers and promoters of such events shall be responsible for their prorated share of these utility expenses.

11. Lessee agrees to indemnify, hold harmless and defend the County of Rock, its officers, agents, and employees from any and all liability including claims, demands, losses, description, or personal injury or death or property loss arising out of or in connection with or occurring during the course of the Rock County 4-H Fair where such liability is founded upon or grows out of the acts or omissions of Lessee, its agents, officers, servants or employees.
12. Lessee agrees that in order to protect itself and the county, it will from July 1, 2015, through August 5, 2015, keep in force and effect Worker's Compensation, Comprehensive General Liability insurance policies issued by a company or companies authorized to do business in Wisconsin. The limits of such insurance shall be in amounts approved by the Lessor. The coverage shall apply as primary with Rock County named as an additional insured. Lessee shall furnish a certificate of insurance to the Lessor.
13. Lessor shall be responsible for normal cleaning and maintenance and shall retain personnel for such purpose. Lessee may retain additional cleaning and maintenance personnel as it deems necessary.

The selection or dismissal of Lessor's cleaning and maintenance personnel shall be a joint decision made by the Lessee's Building and Grounds Committee and the Rock County designated Fairgrounds Manager. Any conflict over selection or dismissal shall be finally settled by a majority vote of the Agricultural Extension and Education Committee of the Rock County Board of Supervisors.

Beginning on the date that grounds preparation for the fair begins (on or about June 1, 2015) through August 5, 2015. Lessor's cleaning and maintenance personnel shall operate under the joint cooperative supervision of the Rock County designated Fairgrounds Manager and the Rock County 4-H Fairboard Building and Grounds Committee Chairperson. As directed by Lessor, Lessee shall compensate Lessor for wages and wage-related expenses of Lessor's cleaning and maintenance personnel as they relate to preparation for the Fair, cleaning and maintenance during the Fair, and restoring the grounds to its original condition immediately following the Fair.

14. Lessee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, national origin, or developmental disability as defined in sec. 51.01(5), Wis. Stats. This provision shall include, but not to be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection or training. Lessee further agrees to take affirmative action to ensure equal employment opportunities.
15. Any permanent building, major renovation or long term lease (in excess of six (6) months) shall be jointly discussed between Lessor and Lessee.
16. In the event of a major problem concerning the interpretation of this Agreement, the Lessor and the Lessee's Executive Committee shall be called together to aid in interpretation and resolving problems.
17. The term of this Agreement shall be January 1, 2015 through December 31, 2015.
18. In that the Rock County 4-H Fair Board is paying all maintenance and grounds crew employees between the dates of June 1, 2015, and August 1, 2015, all maintenance employees may be required to punch in and out with the time clock located in the Fair Secretary's Office.

As a condition of this lease, lessee agrees to ban the carrying of concealed weapons at the Rock County 4-H Fairgrounds in a manner with Rock County Resolution 11-10A-481 passed by the Rock County Board of Supervisors on October 13, 2011. Lessor agrees to provide and lessee agrees to place signs notifying attendees that concealed weapons are banned in accordance with said resolution. Lessee is eligible to prohibit firearms and concealed weapons from open areas and builds (entire fairgrounds during the 4-H Fair).

County Ordinance 5.02(16) states, "No person shall consume or possess any fermented malt beverage or intoxicating liquor as defined by 1987 Wisconsin Statutes 125.02 on the Fairgrounds Property.

Dated this _____ day of _____, 2015.

ROCK COUNTY 4-H FAIR ASSOCIATION, INC.

John Quinn, President

Scott Davis, Vice President

Kathy Morton, Secretary

Bonnie Martin, Treasurer

Randy Thompson, Fairgrounds Manager
(Representative for Rock Co Ag/Extension Education Committee)

AGRICULTURAL & EXTENSION EDUCATION COMMITTEE

Richard Bostwick, Chairman

Jason Dowd

Wes Davis

Alan Sweeney

Larry Wiedenfeld

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
56-5600-0000-63300	TRAVEL		05/27/2015	DUERST,DONNA	57.60
			05/27/2015	FLICKINGER,ANGELA	85.90
			05/27/2015	REBOUT,MEGAN	183.43
			05/26/2015	MARSDEN,CHRISTINE	275.43
			05/27/2015	BAKER,NICK	416.30
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	13,500.00	2,794.52	700.00	1,018.66	8,986.82
56-5600-0000-64904	SUNDRY EXPENSE	P1500185	05/11/2015	SOIL AND PLANT ANALYSIS LAB	266.00
		P1501620	05/06/2015	RADISSON PAPER VALLEY HOTEL	317.00
		P1501865	03/05/2015	CAPNS ROADHOUSE	570.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	25,000.00	7,526.98	1,315.29	1,153.00	15,004.73
U.W.EXTENSION PROG TOTAL				2,171.66	
56-5610-0000-63500	R&M SUPPLIES	P1500181	05/21/2015	MENARDS	340.81
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	13,800.00	2,019.15	790.95	340.81	10,649.09
56-5610-0000-67200	CAPITAL IMPROV	P1501951	05/07/2015	LP TREE SERVICE	3,000.00
		P1502082	05/19/2015	ROTO ROOTER SEWER DRAIN SERVIK	390.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	86,150.00	10,149.00	7,036.05	3,390.00	65,574.95
FAIRGROUNDS PROG TOTAL				3,730.81	
56-5625-0000-63400	OPERATING SUPPLI	P1500181	05/12/2015	MENARDS	30.75
		P1501508	04/24/2015	MID STATE EQUIPMENT JANESVILLE	1,434.20
		P1501509	05/01/2015	JOHNSON TRACTOR INC	195.39
		P1501780	04/28/2015	JANESVILLE PLUMBING LLC	150.00
		P1501904	05/01/2015	ACE PORTABLES	420.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	9,300.00	1,772.97	3,137.49	2,230.34	2,159.20
56-5625-0000-67160	CA \$500-\$4,999	P1501945	04/28/2015	MID STATE EQUIPMENT JANESVILLE	4,200.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	4,200.00	0.00	0.00	4,200.00	0.00

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
FARM-GENERAL FUND PROG TOTAL					6,430.34

I have examined the preceding bills and encumbrances in the total amount of **\$12,332.81**

Claims covering the items are proper and have been previously funded. These items are to be treated as follows:

A. Bills and encumbrances over \$10,000 referred to the Finance Committee and County Board.

B. Bills under \$10,000 to be paid.

C. Encumbrances under \$10,000 to be paid upon acceptance by the Department Head.

Date: **JUN 10 2015**

Dept Head _____

Committee Chair _____