

DEWITT COUNTY SPECIAL BOARD MEETING
MAY 30, 2024
6PM
DEWITT COUNTY BUILDING

Meeting was called to order at 6:00pm by Chairman Matthews.

Roll call was answered by Ryan, Tilley, Werts, Witte, Carter, Deerwester, Farris, Ferguson, Matthews Myers, Prestegaard, Riddle.

Cassie Baker addressed the Board about communication with the current slip renters. She wanted to know if the sale does not go through, will the slip renters get more communication from the County Board. Matthews said that was a valid question but could not give her an answer at this time. Ms. Baker asked the Board to at least just increase communication with the slip renters and Matthews agreed that could happen.

Matthews reminded the Board that the motion that was tabled at the May 23, 2024, County Board meeting that was made by Matthews and seconded by Witte is back on the table. He restated the motion as follows: Motion to approve Commercial Real Estate Sales Contract and Right of First Refusal with Clinton Marina and Campground, LLC, for the purchase of the Marina. Matthews then opened the floor for discussion. Tilley said she feels the amount of money that the purchaser will receive should be stated in the contract. Dee had a printout of the slip rental fees through April 2024 that was showing an amount of \$446,061. Mr. Markwell said they would pro-rate the amount depending on when the closing date would take place. Tilley also said she feels that the almost \$74,000 in expenses, such as gas, garbage, and insurance, that the County has paid at the Marina should be taken out. Dee clarified that the insurance for the Marina was paid in December 2023 and was included in the current expense amount of \$74,000. Tilley also asked if the County had yet received the \$50,000 that the purchaser was supposed to pay to the County and Mr. Markwell told her that if the Sales Contract is approved tonight the purchaser would have to pay the \$50,000 tonight until the closing date. Mr. Fayhee was in the audience and stated that he had a \$50,000 cashier's check with him should they sign the contract. Markwell also brought to the Board's attention that in the Sales Contract, paragraph 18, #5, had an omission in the wording. The paragraph referred to in #5 should read "paragraph 7" which refers to the section "Evidence of Title". Werts asked if after the slip rental fees are paid to the purchaser would that make the sale of the Marina less than what it was appraised at. Mr. Markwell said with the money the County retains and the sale combined the amount would still be at the \$1.62 million that the Marina was appraised at.

Aye: Ryan, Witte, Carter, Deerwester, Ferguson, Matthews, Myers, Prestegaard, Riddle. Nay: Tilley, Werts, Farris.

Matthews reminded the Board that the motion that was tabled at the May 23, 2024, County Board meeting that was made by Matthews and seconded by Ferguson is back on the table. He restated the motion as follows: Motion to approve the short-term lease agreement at the Marina with Clinton Marina and Campgrounds, LLC. Aye: Ryan, Werts, Witte, Carter, Deerwester, Farris, Ferguson, Matthews, Myers, Prestegaard, Riddle. Nay: Tilley

Mr. Markwell stated that the Board could adjourn the meeting, but Mr. Matthews and Mr. Fayhee would need to sign the Sales Contract, Right of Refusal and the Short-term Lease Agreement in front of Clerk Harris before leaving.

Motion to adjourn at 6:18pm by Ferguson second by Tilley with all in favor.