

AGENDA

Eau Claire County Board of Supervisors
Tuesday, September 20, 2016 / 7 pm

Location:
Courthouse, County Boardroom (Room 1277)
721 Oxford Ave. Eau Claire, WI

Eau Claire County Mission Statement:

"To provide quality, innovative and cost-effective services that safeguard and enhance the well-being of residents and resources"

- (1) Indicates 1st Reading
- (2) Indicates 2nd Reading

1. Call to Order
2. Honoring of the Flag and Moment of Reflection (Supervisor Carl Anton)
3. Call of the Roll
4. Approval of the Journal of Proceedings (August 16, 2016) (pg. 4-5)

APPOINTMENTS (moved from #11)

*Confirming Kimberly Cronk to fill County Board Supervisory District #28

*County Clerk, Janet Loomis, to issue Oath of Office, after which Kimberly Cronk will take her seat to begin duties as county board member.

5. **PUBLIC COMMENT**
6. **REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

Oral Reports

- Living Wage Ordinance Update / by: Frank Draxler, Purchasing Director
- County Audit Update / by: Brock Geyen, CPA, Managing Principal, CliftonLarsonAllen LLP
- County Administrator Update / by: Kathryn Schauf, County Administrator
 - 2017 Budget Status Report
 - Economic Summit
 - Internal Control Status Report

Written Reports

- 2016 Contingency Fund Report (pg. 6)
- Alternate Care Report (June & July 2016) (pg. 7-8)
- Adult Mental Health & Children's Institution Expense & Revenue Report (June & July 2016) (pg. 9-10)

7. **PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS**

8. FIRST READING OF ORDINANCES BY COMMITTEES

File No.

16-17/037 (1) To Amend Section 2.04.435 A. of the Code: Committee on Administration;
To Amend Section 2.04.445 of the Code: Committee on Judiciary & Law
Enforcement; To Repeal and Recreate Section 2.12.140 of the Code
(pg. 11-12)

9. FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS

**10. REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER
2.04.160 AND SECOND READING OF ORDINANCES**

Committee on Administration

File No.

16-17/036 (1) Approving an Intergovernmental cooperative Agreement with Dunn County
for the Provision of Medical Examiner Services (pg. 13-19)

Committee on Human Resources

File No.

16-17/043 (1) Amending the Eau Claire County Human Resources Employee Policy
Manual (pg. 20-21)

16-17/045 (1) Authorizing Abolishing an Administrative Assistant I Position and Create a
Fiscal Associate III Position (pg. 22-23)

16-17/046 (1) Authorizing Title Change of Three Social Workers to CCS Service Facilitator
(pg. 24-25)

UW Extension Education Committee

File No.

16-17/026 (1) Approving Extension of the Youth in Governance Program for the
Committees on UW-Extension Education Committee, Judiciary and Law
Enforcement and Expanding the Program to Include the Parks and Forest
Committee . . . (pg. 26-27)

Committee on Finance & Budget

File No.

16-17/035 (1) Authorizing Payment of Vouchers Over \$10,000 Issued During the Month of
July 2016 (pg. 28-29)

16-17/047 (1) Authorizing Payment of Vouchers Over \$10,000 Issued During the Month of
August 2016 (pg. 30-31)

16-17/041 (1) Directing the County Administrator to Execute the Intergovernmental
Cooperative Agreement with the Village of Fairchild on Behalf of Eau Claire
County ; Authorizing the Sale of Tax Deed Property to the Village of
Fairchild for \$1 . . . (pg. 32-36)

10. **REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER
2.04.160 AND SECOND READING OF ORDINANCES** (con't)

Committee on Finance & Budget (con't)

File No.

16-17/042 (1)

Disallowing the Claim of Brandon and Desiree Adkins Filed on June 17, 2016
Against Eau Claire County; Directing the County Clerk to Notify the
Claimant of Said Disallowance

(pg. 37-39)

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.

**OFFICIAL PROCEEDINGS OF THE COUNTY BOARD
OF SUPERVISORS**

August 16, 2016

The County Board of Supervisors of the County of Eau Claire convened at the Courthouse in the City of Eau Claire on Tuesday, August 16, 2016, and was called to order by Chair Gregg Moore at 7:00 p.m.

The Board honored the flag with the pledge of allegiance.

Moment of reflection was presented by Supervisor Gary Gibson.

Roll Call: 23 present: Gary G. Gibson, Sandra McKinney, Stella Pagonis, Carl Anton, Katy Forsythe, Steve Chilson, Kevin Stelljes, Mike Conlin, Ray L. Henning, Colleen A. Bates, Kathleen Clark, Judy Gatlin, David P. Mortimer, Gregg Moore, James A. Dunning, Gerald L. Wilkie, Bruce Willett, Sue Miller, Robin J. Leary, Heather DeLuka, Mark Olson, Tami Schraufnagel, Patrick L. LaVelle

5 absent: Supervisors Douglas Kranig, Gordon C. Steinhauer, Nick Smiar, Mark Beckfield, Brandon Buchanan

1 vacancy

JOURNAL OF PROCEEDINGS (July 19, 2016)

On a motion by Supervisor Leary, seconded by Supervisor Conlin, the Journal of Proceedings was approved.

PUBLIC COMMENT

Mark Patterson spoke on the ordinance regarding pawnbrokers.

REPORTS TO THE COUNTY BOARD UNDER 2.04.320

Register of Deeds Kathryn Christenson presented an oral annual report.

Facilities Director Matt Theisen presented an oral annual report.

County Administrator Kathryn Schauf presented an oral update on the following:

- Implementation of Living Wage Ordinance
- Update on PACE
- 2017 Budget Update

Sean Lentz of Ehlers & Associates, Inc. presented information on the following:

- Sale of \$12,630,000 General Obligation Promissory Notes, Series 2016A
(refer to File No. 16-17/039)
- Issuance and Sale of \$14,235,000 General Obligation Refunding Bonds
(refer to File No. 16-17/040)

The following written reports were presented to the Board:

- 2016 Contingency Fund Report August 10, 2016
- Alternate Care Report January-June 30, 2016

PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

A copy of Supervisor Stephannie Regenauer's (District 28) resignation letter effective August 10, 2016, was presented to the Board.

**REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER 2.04.160 AND
SECOND READING OF ORDINANCES**

Chair Moore asked the Board if there were any objections to taking agenda items out of order; there were none.

Committee on Finance and Budget

Resolution 16-17/039 RESOLUTION AWARDING THE SALE OF \$12,630,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A

Motion by Supervisor Henning, seconded by Supervisor Bates for adoption.

On a roll call vote, the resolution was adopted as follows:

21 ayes: Supervisors McKinney, Pagonis, Anton, Forsythe, Chilson, Stelljes, Conlin, Henning, Bates, Clark, Gatlin, Mortimer, Moore, Dunning, Wilkie, Willett, Miller, Leary, Olson, Schraufnagel, LaVelle

2 noes: Supervisors Gibson, DeLuka

5 absent: Supervisors Kranig, Steinhauer, Smiar, Beckfield, Buchanan

1 vacancy

Resolution 16-17/040 RESOLUTION AUTHORIZING ISSUANCE AND SALE OF \$14,235,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B

Motion by Supervisor Olson, seconded by Supervisor Conlin for adoption.

On a roll call vote, the resolution was unanimously adopted.

Committee on Judiciary & Law Enforcement

Ordinance 16-17/018 TO CREATE CHAPTER 9.96 OF THE CODE: PAWNBROKERS

Motion by Supervisor Miller, seconded by Supervisor Wilkie for enactment.

On a motion by Supervisor Gibson, seconded by Supervisor Henning to postpone to a later date.

On a roll call vote, the motion to postpone action unanimously passed.

Committee on Human Resources

Resolution 16-17/038 AUTHORIZING TITLE CHANGE OF ONE AODA CASE MANAGER TO A SOCIAL WORKER

Motion by Supervisor Bates, seconded by Supervisor Mortimer, for adoption.

On a roll call vote, the resolution was unanimously adopted.

Committee on Finance and Budget

Ordinance 16-17/020 TO REPEAL SECTION 4.19.030 C. & D. OF THE CODE: INTEREST AND PENALTIES ON DELINQUENT TAXES

Motion by Supervisor Willett, seconded by Supervisor Forsythe for enactment.

On a roll call vote, the ordinance was unanimously enacted.

Resolution 16-17/031 DISALLOWING THE CLAIM OF JESSE ANDERSON FILED ON JUNE 29, 2016 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE

Motion by Supervisor Willett, seconded by Supervisor Leary for adoption.

The resolution was adopted on a roll call vote as follows:

22 ayes: Supervisors Gibson, McKinney, Pagonis, Anton, Forsythe, Chilson, Stelljes, Conlin, Henning, Bates, Clark, Gatlin, Mortimer, Moore, Dunning, Wilkie, Willett, Miller, Leary, Olson, Schraufnagel, LaVelle

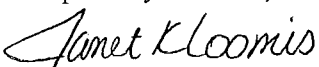
1 no: Supervisor DeLuka

5 absent: Supervisors Kranig, Steinhauer, Smiar, Beckfield, Buchanan

1 vacancy

The Board adjourned at 8:45 p.m.

Respectfully submitted,



Janet K. Loomis
County Clerk

TO: Honorable Eau Claire County Board of Supervisors
FROM: Committee on Finance and Budget
DATE: September 14, 2016
SUBJ: **2016 Contingency Fund**

Pursuant to Section 2.04.485(C) of the Code of General Ordinances, the following is the status of the 2016 Contingency fund as of noon on September 14, 2016:

Jan 1 2016	2016 Contingency/Risk Pool Budget Allocation	\$ 100,000.00
Jan 1 2016	2016 Contingency/Potential Class Comp Adjustments	<u>\$ 26,000.00</u>
	Total	\$ 126,000.00
Jan 19 2016	Supporting the Strengthening of Internal Controls . . . (File No. 15-16/116)	<u>\$ (50,000.00)</u>
Balance Available:		\$ 76,000.00



Eau Claire County
 DEPARTMENT OF HUMAN SERVICES
 721 Oxford Avenue, PO Box 840
 Eau Claire WI 54702-0840
 (715) 831-5700 • Fax (715) 831-5658
 www.co.eau-claire.wi.us
 Diane Cable, Director



ALTERNATE CARE REPORT
 For the Six Months Ending June 30th, 2016
 Date Prepared 07/22/2016

Level of Care	Number of New Placements	Number of Clients	Number of Days	Number of New Placements	Number of Clients YTD	Number of Days YTD	Average Cost per day
	Jun-16	Jun-16	Jun-16	YTD	YTD	YTD	
Foster Care	18	98	2,614	54	130	13,923	\$39
Therapeutic Foster Care	1	22	573	10	29	3,336	\$177
Group Home	1	6	146	5	7	567	\$211
Residential Care Center	2	13	356	11	17	1,453	\$460
Corrections:							
Corrections-Institution	0	4	120	0	5	634	\$380
Corrective Group Home	0	0	0	0	0	0	
180 Day Program	1	1	14	1	2	21	\$150
Corrections AfterCare	0	0	0	0	1	9	\$0
Corrective Sanctions	0	1	18	1	2	61	\$0
Correction Res. Care Ctr.	0	0	0	0	0	0	
Corrections TFC*	0	0	0	0	0	0	
Corrections SPRITE	0	0	0	0	0	0	
TOTAL	23	145	3,841	82	193	20,004	

*not adjusted for revenue

Level of Care	Adjusted Budget	YTD Expense	Percent Used	Revenue Budget	YTD Revenue	Percent Collected	Projected Annualized Net Expense
	Foster Care	850,100	544,128	64.01%	89,500	71,700	80.11%
Therapeutic Foster Care	862,550	589,498	68.34%	25,700	20,926	81.42%	\$1,137,144
Group Home	50,333	119,536	237.49%	8,000	2,555	31.94%	\$233,962
Residential Care Center	1,610,288	668,057	41.49%	20,700	22,944	110.84%	\$1,290,226
Corrections:							
Corrections-Institution	\$130,000	240,996					
Corrections AfterCare							
180 Day Program	\$120,692	3,150		\$5,000	\$228	4.56%	
Corrective Group Home		-					
Corrective Sanctions		-					
Correction Res. Care Ctr.		-					
Corrections TFC*		\$0					
Corrections SPRITE		\$0					
Corrections Totals:	250,692	244,146	97.39%	5,000	228	-	\$487,836
TOTAL	3,623,963	2,165,365	59.75%	148,900	118,353	79.48%	\$4,094,024

Net Budget	Net Estimated 2016 Exp.	Year End Estimate Overspent
\$3,475,063	\$4,094,024	(\$618,961)

At current usage DHS estimated alternate care spending for 2016 to be:

*TFC = Therapeutic Foster Care

Percentage of Yr. through 06/30/2016 50.00%



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 Diane Cable, Director



ALTERNATE CARE REPORT
For the Seven Months Ending July 31st, 2016
 Date Prepared 09/01/2016

<u>Level of Care</u>	<u>Number of New Placements</u>	<u>Number of Clients</u>	<u>Number of Days</u>	<u>Number of New Placements YTD</u>	<u>Number of Clients YTD</u>	<u>Number of Days YTD</u>	<u>Average Cost per day</u>
	<u>Jul-16</u>	<u>Jul-16</u>	<u>Jul-16</u>	<u>YTD</u>	<u>YTD</u>	<u>YTD</u>	<u>per day</u>
Foster Care	4	94	2,814	58	134	16,737	\$41
Therapeutic Foster Care	1	20	603	11	30	3,939	\$163
Group Home	2	7	142	7	9	709	\$207
Residential Care Center	4	15	387	15	21	1,840	\$446
Corrections:							
Corrections-Institution	1	4	91	1	6	725	\$369
Corrective Group Home	0	0	0	0	0	0	
180 Day Program	0	1	31	1	2	52	\$20
Corrections AfterCare	0	0	0	0	1	9	\$0
Corrective Sanctions	0	1	18	1	2	61	\$0
Correction Res. Care Ctr.	0	0	0	0	0	0	
Corrections TFC*	0	0	0	0	0	0	
Corrections SPRITE	0	0	0	0	0	0	
TOTAL	12	142	4,086	94	205	24,072	

*not adjusted for revenue

<u>Level of Care</u>	<u>Adjusted Budget</u>	<u>YTD Expense</u>	<u>Percent Used</u>	<u>Revenue Budget</u>	<u>YTD Revenue</u>	<u>Percent Collected</u>	<u>Projected Annualized Net Expense</u>
	Foster Care	850,100	690,123	81.18%	89,500	71,700	80.11%
Therapeutic Foster Care	862,550	642,205	74.45%	25,700	21,555	83.87%	\$1,063,971
Group Home	50,333	146,456	290.97%	8,000	2,555	31.94%	\$246,687
Residential Care Center	1,610,288	820,351	50.94%	20,700	22,944	110.84%	\$1,366,983
Corrections:							
Corrections-Institution	\$130,000	267,808					
Corrections AfterCare							
180 Day Program	\$120,692	1,050		\$5,000	\$228	4.56%	
Corrective Group Home		-					
Corrective Sanctions		-					
Correction Res. Care Ctr.		-					
Corrections TFC*		\$0					
Corrections SPRITE		\$0					
Corrections Totals:	250,692	268,858	107.25%	5,000	228	-	\$460,509
TOTAL	3,623,963	2,567,993	70.86%	148,900	118,982	79.91%	\$4,198,305

<u>Net Budget</u>	<u>Net Estimated 2016 Exp.</u>	<u>Year End Estimate Overspent</u>
\$3,475,063	\$4,198,305	(\$723,242)

At current usage DHS estimated alternate care spending for 2016 to be:

*TFC = Therapeutic Foster Care

Percentage of Yr. through 07/31/2016 58.33%

Eau Claire County Department of Human Services
 Adult Mental Health Residential and Institutional Expenses and Revenues
 Children's Institution for Mental Disease Expenses and Revenues
 For the Six Months Ending June 30, 2016

Standard Program Categories	Expense Annual Budget	YTD	YTD	YTD	Revenue Annual Budget	YTD	YTD	YTD
		6/30/2016 Expense Budget	6/30/2016 Actual Expenses	6/30/2016 Expense Budget		6/30/2016 Revenue Budget	6/30/2016 Revenue Actual	6/30/2016 Revenue Budget
Adult Family Homes	384,600	192,300	194,341	(2,041)	13,805	6,903	12,849	(5,947)
Community Based Care/Treatment Center	954,934	477,467	723,962	(246,495)	53,143	26,572	64,407	(37,835)
Developmentally Disabled Center/Nursing Home	-	-	43,544	(43,544)	-	-	-	-
Institutions for Mental Disease, aka, Winnebago Health Institution and Trempealeau County Health Care Center ***	551,782	275,891	330,846	(54,955)	-	-	11,758	(11,758)
Supportive Home Care	146,033	73,017	112,717	(39,701)	-	-	-	-
Totals	2,037,349	1,018,675	1,405,410	(386,735)	66,948	33,474	89,014	(55,540)
Adult Programs Excess (Deficiency) of Revenue over Expenditures	(331,195)							
Children's Institution for Mental Disease Expenses and Revenues ***	75,000	37,500	152,000	(114,500)	-	-	158,414	(158,414)
Children's Program Excess (Deficiency) of Revenue over Expenditures	43,914							

*** Winnebago Health Institute performs collection activities. This report reflects the expense and revenue; however, we do not receive the revenue, we are charged the next expense.

Eau Claire County Department of Human Services
 Adult Mental Health Residential and Institutional Expenses and Revenues
 Children's Institution for Mental Disease Expenses and Revenues
 For the Seven Months Ending July 31, 2016

Standard Program Categories	Expense	YTD	YTD	YTD	Revenue	YTD	YTD	Revenue
	Annual Budget	7/31/2016 Expense Budget	7/31/2016 Actual Expenses	7/31/2016 Expense Budget Variance Under (Over)	Annual Budget	7/31/2016 Revenue Budget	7/31/2016 Actual Revenue	7/31/2016 Revenue Budget Variance Under (Over)
Adult Family Homes	384,600	224,350	224,176	174	13,805	8,053	15,142	(7,089)
Community Based Care/Treatment Center	954,934	557,045	830,556	(273,511)	53,143	31,000	77,608	(46,608)
Developmentally Disabled Center/Nursing Home	-	-	58,770	(58,770)	-	-	-	-
Institutions for Mental Disease, aka, Winnebago Health Institution and Trempealeau County Health Care Center ***	551,782	321,873	372,029	(50,156)	-	-	13,511	(13,511)
Supportive Home Care	146,033	85,186	127,342	(42,156)	-	-	-	-
Totals	2,037,349	1,188,454	1,612,872	(424,418)	66,948	39,053	106,261	(67,208)
Adult Programs Excess (Deficiency) of Revenue over Expenditures		(357,210)						
Children's Institution for Mental Disease Expenses and Revenues ***	75,000	43,750	157,400	(113,650)	-	-	158,444	(158,444)
Children's Program Excess (Deficiency) of Revenue over Expenditures	44,794							

*** Winnebago Health Institute performs collection activities. This report reflects the expense and revenue; however, we do not receive the revenue, we are charged the next expense.

FACT SHEET

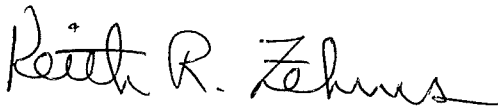
TO FILE NO. 16-17/037

Sections 1 and 2. Transfer oversight of the medical examiner from the committee on judiciary and law enforcement to the committee on administration. The county administrator's office is responsible for the management of the intergovernmental cooperative agreement with Dunn County.

Section 3. Most of the detail previously contained in 2.12.140 of the county code has been eliminated since the service will now be provided by Dunn County through an intergovernmental cooperative agreement included in the county board packet with Resolution File No. 16-17/037.

Fiscal Impact: None for the ordinance changes.

Respectfully Submitted,

A handwritten signature in black ink that reads "Keith R. Zehms". The signature is written in a cursive style with a small star above the letter 'i' in "Keith".

Keith R. Zehms
Corporation Counsel

KRZ/yk

Ordinance/16-17.037 Fact

4 - TO AMEND SECTION 2.04.435 A. OF THE CODE: COMMITTEE ON
5 ADMINISTRATION; TO AMEND SECTION 2.04.445 OF THE CODE:
6 COMMITTEE ON JUDICIARY AND LAW ENFORCEMENT; TO REPEAL
7 AND RECREATE SECTION 2.12.140 OF THE CODE -

8 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

9
10 **SECTION 1.** That Subsection A. of Section 2.04.435 of the code be amended to read:

11
12 A. The committee shall be responsible to the county board for the departmental
13 policy and oversight of the offices of the county administrator, corporation counsel, information
14 systems director, facilities director, county medical examiner, veteran services director and
15 veterans service commission. In addition the committee shall have the following specific duties:

16
17 **SECTION 2.** That Subsection A. of Section 2.04.445 of the code be amended to read:

18
19 A. The committee shall be responsible to the county board for the departmental
20 policy and oversight of the sheriff's department; the offices of the district attorney, clerk of
21 courts, ~~county medical examiner~~, register in probate, children's court services and family court
22 commissioner; secure and nonsecure juvenile facilities; criminal justice collaborating council and
23 law library.

24
25 **SECTION 3.** That Section 2.12.040 of the code be repealed and recreated to read:

26
27 2.12.140 Medical examiner system.

28 A. Appointment. The medical examiner shall be appointed by the county board,
29 pursuant to Wis. Stat. § 59.34(1)(a), upon the recommendation of the committee on
30 administration.

31 B. Fees. The medical examiner and any deputies shall collect all such fees which
32 they are entitled by law to receive, as provided in Wis. Stat. § 59.38(1). Except in situations
33 involving indigents, \$150.00 shall be collected for the issuance of a cremation permit in
34 accordance with Wis. Stat. § 59.36, \$100.00 as the fee for signing death certificates and \$50.00
35 for issuing a disinterment and reinterment permit pursuant to Wis. Stat. § 69.18. The finance
36 department shall bill the appropriate funeral home directly for these fees.

37 C. Statutory Duties. The medical examiner shall perform all statutory duties
38 including but not limited to those set forth in Wis. Stat. § 59.34(1)(a), Wis. Stat. ch. 59 and Wis.
39 Stat. ch. 979.

40
41 **ADOPTED:**

42
43 Colleen Bates
44
45 Derald Wilkie
46

47 Nathleen Clark
48 Mary Ann [Signature]
49 Gregory [Signature]
Committee on Administration

48 **KRZ/yk**
49 Dated this 13 day of September, 2016.

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET

TO FILE NO. 16-17/036

This Resolution approves an Intergovernmental Cooperative Agreement with Dunn County to provide Medical Examiner Services to Eau Claire County. Eau Claire County will appoint the Dunn County Medical Examiner as Eau Claire County Medical Examiner for an initial term beginning October 1, 2016 through December 31, 2021. The Agreement was negotiated by the County Administrator and Dunn County Manager and this collaborative effort has been approved by the Dunn County Board of Supervisors.

Dunn County's obligations are outlined in Article IV of the Agreement, included in the agenda packet incorporating and expanding upon the previous duties performed by the Medical Examiner. Quarterly reports will be provided to Eau Claire County as well as a written annual report. Eau Claire County's obligations are listed in Article V. of the Agreement. The Assistant to the County Administrator will be responsible for the day-to day management of the Agreement.

It is anticipated that this Agreement will result in savings to both counties. Eau Claire County will have a reduction in expenditures of 11.43%, resulting in levy savings of .34% in 2017. Eau Claire County will be billed monthly for services provided and will also receive a deposit with all monies due Eau Claire County from the fees imposed by ordinance.

Fiscal Impact: Levy savings of .34% in 2017 (\$129.00).

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

KRZ

Ordinance/16-17.036 Fact

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/036

4 - APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH DUNN
5 COUNTY FOR THE PROVISION OF MEDICAL EXAMINER SERVICES-

6 WHEREAS, on January 19, 2016 the county board appointed Dunn County Medical
7 Examiner Christopher Kruse to serve as Eau Claire County Medical Examiner for 6 months and
8 authorized the county administrator to extend the initial term through December 31, 2016; and
9

10 WHEREAS, the Eau Claire County Administrator and Dunn County Manger have negotiated
11 an Intergovernmental Cooperative Agreement, a copy of which is attached, under which Eau Claire
12 County will designate the Dunn County Medical Examiner as Eau Claire County Medical Examiner
13 effective October 1, 2016 for an initial term through December 31, 2021; and
14

15 WHEREAS, the Dunn County Board of Supervisors has approved this collaborative effort;
16 and
17

18 WHEREAS, under the Agreement Eau Claire County will be billed monthly for services
19 provided which should result in savings to both counties.
20

21 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that
22 it approves an Intergovernmental Cooperative Agreement with Dunn County for the Provision of
23 Medical Examiner Services effective October 1, 2016.
24

25 BE IT FURTHER RESOLVED that the county administrator is authorized to execute the
26 Agreement and take all actions necessary to effectuate the intent of this resolution.
27

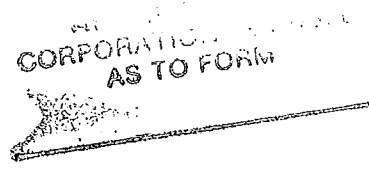
28
29
30 *Kathleen Clark*
31 *Donald Wilkie*
32 *Calvin Dato*
33 *Markus J. J.*
34 *Gregory*
35
36
37
38
39 Committee on Administration

40 KRZ

41 Dated this 13 day of September, 2016
42
43

44 ORDINANCE 16-17/036

Reviewed by Finance Dept.
for Fiscal Impact



INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE PROVISION OF MEDICAL EXAMINER SERVICES

I. PARTIES

This Agreement is between Dunn County, Wisconsin, a quasi-municipal corporation located at 800 Wilson Ave., Room 103, Menomonie, WI 54751 and Eau Claire County, Wisconsin, a quasi-municipal corporation located at 721 Oxford Ave., Ste. 3520 Eau Claire, WI 54703.

II. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years with services commencing on October 1, 2016, and continuing through December 31, 2021, regardless of the dates of the signatures set forth below. After the initial 5-year term, this Agreement shall be automatically extended for up to two (2) additional two (2)-year terms unless otherwise terminated or amended. Notification of nonrenewal shall be made by either party in writing at least one hundred eighty (180) days prior to June 30, 2021. Unless otherwise agreed between the parties in writing, this notice period shall be strictly adhered to; untimely notice of nonrenewal shall be invalid and this Agreement shall renew. In addition, this contract may be terminated in accordance with the provisions of Article VII of this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into an intergovernmental cooperative agreement authorized by Wis. Stat. § 66.0301 for the provision of Medical Examiner services by Dunn County to Eau Claire County.

IV. DUNN COUNTY'S OBLIGATIONS

Dunn County shall:

- A. Employ a Medical Examiner who will act as Eau Claire County Medical Examiner and provide all medical examiner services required by Wis. Stat. § 59.34 and Ch. 979, and a Chief Deputy Medical Examiner as full-time salaried FLSA exempt employees, and retain such additional Deputy Medical Examiners, employees or contract staff in sufficient number to meet the service demands of Dunn County and Eau Claire County. All Medical Examiner services and duties shall be performed professionally, courteously, and in a manner consistent with the sensitive nature of the work.
- B. Provide or arrange for all necessary in-service and continuing education training for the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and any other employees or contract staff retained by Dunn County.
- C. Provide sufficient Medical examiner time through the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and other employees or retained contract staff to meet Eau Claire County's needs, which shall include providing a schedule of who is on call and contact information for all those listed in the schedule.
- D. File reports with law enforcement within six to eight weeks of death unless necessary information has not been provided to the Medical Examiner and then file a monthly update, and provide an up-to-date spreadsheet to Eau Claire County and law enforcement agencies upon request.
- E. Provide written quarterly reports to Eau Claire County of the number of autopsies performed, the number of cases investigated and closed, the number of pending cases and the causes of death for each case investigated. A written annual report on a form provided by Eau Claire County summarizing the medical examiner activities for the past year will be provided to the Eau Claire County Administrator by March 1 of each year.
- F. Deposit with Eau Claire County all monies which may come to the medical examiner belonging to Eau Claire County, and upon termination, return all equipment furnished by Eau Claire County; i.e. files, books, account vouchers and memorandums pertaining to the work performed by the medical examiner.
- G. Retain Eau Claire County's records in a separate facility for the time periods required by law.

- H. Dunn County's Medical Examiner shall accept appointment as Eau Claire County's Medical Examiner.
- I. Prepare procedures and protocols for all Medical Examiner activities, for use in Eau Claire County cases.
- J. The medical examiner and ME employees will comply with all policies and protocols of medical facilities in Eau Claire County.
- K. Provide a budget for the next calendar year annually on or before September 1.

V. **EAU CLAIRE COUNTY'S OBLIGATIONS**

- A. Eau Claire County shall designate the Medical Examiner for Dunn County as the Eau Claire County Medical Examiner.
- B. Eau Claire County shall pay for the actual cost of all expenses incurred by Dunn County attributable to the performance of Medical Examiner services for or on behalf of Eau Claire County, in direct proportion to expenses and services provided to Eau Claire County, including, but not limited to, the following:
 - 1. Salary, wage, and benefit expenses for provision of Medical Examiner services.
 - 2. Autopsies within Eau Claire County and at the University Hospitals-Madison and or Ramsey Regents Medical Examiner Office.
 - 3. Morgue Space Rental Expense.
 - 4. Assistant for Autopsies.
 - 5. Investigator expenses.
 - 6. Supplies: body bags, gloves, needles, etc.
 - 7. Laboratory Charges.
 - 8. X-Ray Charges.
 - 9. Histology.
 - 10 Forensic Pathologist.
 - 11. Transportation Expenses.
 - 12. Insurance Costs.
 - 13. Inservice and continuing education training of the Medical Examiner employees.

VI. **STATEMENT OF COMMITMENT; DISPUTE RESOLUTION**

- A. The parties are entering into this Agreement with a full understanding that the success of Dunn County providing Medical Examiner services to Eau Claire County depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Dunn County's provision of Medical Examiner services to Eau Claire County, including, but not limited to, quality of service and continuity. To that end, both parties agree to use good faith and their best efforts to implement and carry out this Agreement.
- B. The parties shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation. When a disputed issue arises, the County Representatives shall commence discussion and negotiations with respect thereto. If the issue cannot be satisfactorily resolved within sixty (60) days of commencement of negotiations, both parties may mutually agree to mediation or either may pursue any remedy to which they are entitled under this Agreement, or in law or equity.

VII. **TERMINATION**

- A. This Agreement may be terminated without cause by either party upon 180 days written notice and shall be subject to review from time to time at the request of either party.
- B. Either party may terminate this Agreement based upon the other party's material breach of the Agreement, so long as (1) the terminating party provides the non-terminating party written notice of at least 90 days; (2) such written notice explains and describes the nature of the material breach in reasonable detail; and (3) the breaching party is given a reasonable period of time to cure.
- C. Should Eau Claire County terminate this Agreement prior to expiration of the original 5-year term or any subsequent renewal, or should Dunn County terminate this agreement for a material breach

by Eau Claire County, Dunn County shall make every effort to reassign any employees affected by the decreased workload resulting from the termination of this Agreement. In the event that Dunn County is required to lay employees off as a result of termination of this contract due to either of the circumstances described immediately above in this paragraph C., Eau Claire County shall pay Dunn County the costs of unemployment benefits for such personnel until such time as they are rehired or no longer receiving unemployment compensation. Such costs will be billed to Eau Claire County on a monthly basis on terms of 30 days net.

VIII. PAYMENTS TO DUNN COUNTY

Dunn County will account for expenses and provide an itemized monthly billing statement that conforms with V.B. to Eau Claire County, which shall be paid by Eau Claire County on a monthly basis on terms of 30 days net.

IX. COUNTY REPRESENTATIVES

For Eau Claire County : Sharon Rasmusson, Assistant to County Administrator, 721 Oxford Avenue, Eau Claire, WI, 54703, (715) 839-6143; Email: sharon.rasmusson@co.eau-claire.wi.us

For Dunn County: Eugene C. Smith, County Manager, 800 Wilson Avenue, Room 103, Menomonie, WI 54751, (715) 232-2429; Email: gsmith@co.dunn.wi.us.

X. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail to Dunn County Manager, Dunn County Government Center, 800 Wilson Ave., Room 103, Menomonie, WI 54751, and to Eau Claire County Administrator, 721 Oxford Ave., Ste. 3520, Eau Claire, WI 54703.

XI. INDEPENDENT PROVIDER STATUS

The relationship of Dunn County to Eau Claire County shall be that of an independent contractor. Dunn County shall perform this Agreement through its own means and according to its own methods, free from any control of Eau Claire County as to the manner and method of its professional performance hereunder. Nothing in this Agreement shall be construed so as to deem Dunn County, its employees, or agents as employees of Eau Claire county for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. Dunn County has no authority to incur any obligation for or on behalf of Eau Claire County.

XII. INSURANCE

Dunn county shall maintain: (1) Worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (2) Business liability insurance against any and all claim(s), which might occur in the carrying out of this Agreement, with minimum coverage of five hundred thousand dollars (\$500,000.00) combined single limit liability; (3) Professional liability insurance with minimum coverage of one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) aggregate; and (4) Financial dishonesty bond in the amount of \$500,000. Dunn County shall supply insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this Agreement, with Eau Claire County named as an additional insured on such certificate(s).

XIII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

XIV. LIABILITY

It is mutually agreed by Dunn County and Eau Claire County that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this agreement.

XV. NON-DISCRIMINATION

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record, sexual orientation, political affiliation, marital status, or military participation as provided in Wisconsin Statutes and the Wisconsin Administrative Code. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

XVI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this Agreement, Dunn County agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. Dunn County shall be subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire, a public entity. Dunn County is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. Dunn County shall provide a similar notice to all its subcontractors.

XVII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XVIII. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

XIX. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Dunn County Circuit Court, Menomonie, Wisconsin.

XX. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XXI. CONFIDENTIALITY OF MEDICAL AND PATIENT RECORDS

The parties mutually agree to protect and maintain the confidentiality of all medical and patient records developed in the course of fulfillment of these contractual obligations.

XXII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, or any interests, rights or responsibilities herein contained, except as agreed to in writing.

XXIII. MODIFICATIONS TO AGREEMENT

All modifications or amendments to this Agreement shall be made in writing, and signed by both parties.

XXIV. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XXV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

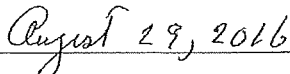
XXVI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of five (5) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

DUNN COUNTY:



Eugene C. Smith
DUNN COUNTY MANAGER



(Date)

EAU CLAIRE COUNTY:

Kathryn A. Schauf
EAU CLAIRE COUNTY ADMINISTRATOR

(Date)

FACT SHEET

TO FILE NO. 16-17/043

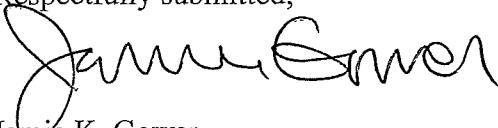
Amending the Eau Claire County Human Resources Policy Manual

The Facilities, Airport, and Human Resources Departments are recommending changes to Policy 521 *On Call Pay* to support the department operations for both the Airport and Highway based upon recent changes to the Fair Labor Standards Act.

Changes made to the employee policy manual resulting in fiscal impact are presented to the board for approval. The fiscal impact of this change is estimated to be \$3,460 annually.

County Board approval is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jamie Gower". The signature is written in a cursive style with a large initial "J" and "G".

Jamie K. Gower

Human Resources Director

2
3 - AMENDING THE EAU CLAIRE COUNTY HUMAN RESOURCES EMPLOYEE POLICY
4 MANUAL -

5
6 WHEREAS, the Facilities, Airport, and Human Resources Departments are recommending changes to
7 Policy 521 On Call Pay to support the department operations for both the Airport and Highway based upon recent
8 changes to the Fair Labor Standards Act; and

9
10 WHEREAS, provides a consistent method for paying on call pay; and

11
12 WHEREAS, changes made to the employee policy manual resulting in a fiscal impact will go to the
13 County Board of Supervisors for final approval, the fiscal impact of adding this language is approximately
14 \$3,460.00.

15
16 NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the
17 changes to Policy No. 521 in the Employee Policy Manual is approved.

18
19 ADOPTED:

20
21 *Judy Gathin*
22 _____
23 *Mark R. Corley*
24 _____
25 *Mark M. Deff*
26 _____
27 *Kathleen Clark*
28 _____
29 *Sue Miller*
30 _____
31 Committee on Human Resources

32 Dated: 9/9/16

33 JM/

Reviewed by Finance Dept.
for Fiscal Impact

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

FACT SHEET

TO FILE NO. 16-17/045

The Department of Human Services is requesting to abolish an Administrative Specialist I and create a Fiscal Associate III. The information presented indicates that this position will be fully funded by the Comprehensive Services Program.

Respectfully submitted,



Jamie K. Gower
Human Resources Director

	Admin Spec I	Fiscal Assoc III
Expense:		
Wages	36,622.41	36,961.60
Benefits	28,665.38	28,814.40
Other	-	1,200.00
	<u>65,287.79</u>	<u>66,976.00</u>
Revenue:		
Tax Levy	45,214.00	-
Community Aids	20,073.79	-
Comprehensive Community Services	-	66,976.00
	<u>65,287.79</u>	<u>66,976.00</u>
Net Levy Savings	45,214.00	

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/045

4 - AUTHORIZING ABOLISH AN ADMINISTRATIVE ASSISTANT I POSITION AND CREATE A
5 FISCAL ASSOCIATE III POSITION-

6 WHEREAS, the Eau Claire County Code of General Ordinances requires that all regular
7 positions or changes therein be submitted to the board for authorization; and
8

9 WHEREAS, their regularly scheduled meetings on July 25, 2016 and September 9, 2016 the
10 committees on human services and human resources respectively approved a request from the
11 department of human services to abolish an Administrative Assistant I position and to create a Fiscal
12 Associate II position; and
13

14 WHEREAS, the levy savings is \$45,214.00 and is budgeted within the operating budget of
15 the department of human services; and
16

17 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board hereby approves
18 the abolishment of an Administrative Specialist I and a creation of a Fiscal Associate III position.
19

20 BE IT FURTHER RESOLVED that the Eau Claire County Board hereby approves the
21 abolishment of an Administrative Assistant I position and the creation of a Fiscal Associate III
22 position.
23
24

25 _____
26 *W. R. Conlin*
27 _____
28 *W. W. Beal*
29 _____
30 *Kathleen Clark*
31 _____
32 *Sage Miller*
33 _____
34 *Judy Gattin*
35 _____
36 Committee on Human Resources

37 JKG/jm

38 Dated this 9th day of September, 2016.

ORDINANC/16-17/045

Approved by Finance Dept.
Fiscal Impact

APPROVED BY
CORPORATION COUNCIL
AS TO FORM

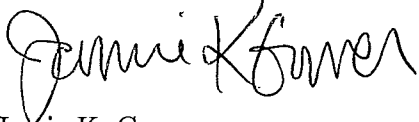
FACT SHEET
TO FILE NO. 16-17/046

Due to program development of the Comprehensive Community Services (CCS) program, the Department of Human Services is requesting a title change of existing Social Worker positions to CCS Service Facilitator.

There is no fiscal impact with this title change.

This resolution changes the position title of existing Social Worker positions to CCS Service Facilitator.

Respectfully submitted,

A handwritten signature in black ink that reads "Jamie K. Gower". The signature is written in a cursive, flowing style.

Jamie K. Gower
Human Resources Director

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/046

4 - AUTHORIZING TITLE CHANGE OF THREE SOCIAL WORKER TO CCS SERVICE
5 FACILITATOR-

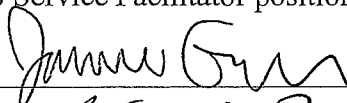
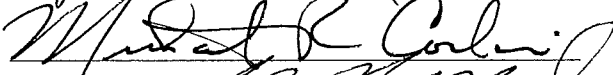


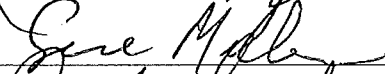
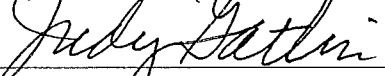
6 WHEREAS, the Eau Claire County Code of General Ordinances requires that all regular
7 positions or changes therein be submitted to the board for authorization; and

8
9 WHEREAS, their regularly scheduled meeting on September 9, 2016 the committee on
10 human resources approved a request from the department of human services to change the title of
11 Social Worker to CCS Service Facilitator; and

12
13 WHEREAS, the additional cost is \$0 and is budgeted within the operating budget of the
14 department of human services; and

15
16 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board hereby approves
17 the title change of one Social Worker position to a CCS Service Facilitator.

18
19 BE IT FURTHER RESOLVED that the Eau Claire County Board hereby approves the title
20 change of one Social Worker position to a CCS Service Facilitator position.

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33 Committee on Human Resources

34 JM/

35 Dated this 9th day of September, 2016.

36 ORDINANC/16-17/046

Reviewed by Finance Dept.
for Fiscal Impact

APPROVED
CORPORATION
AS TO FORM

FACT SHEET

TO FILE NO. 16-17/026

YIG incorporates youth involvement in county government, giving youth the opportunity to learn about local government and civic engagement while developing life skills through hands on learning. This opportunity for youth is offered through a partnership with the Eau Claire County Board of Supervisors and the UW-Extension Eau Claire County Office, specifically through 4-H Youth Development.

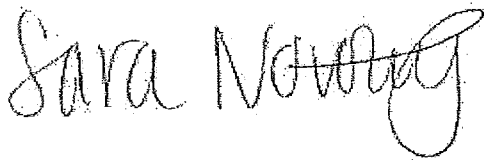
In the second year, four youth will be selected through an application process and will be appointed to the UW-Extension Education Committee, Parks and Forest Committee, or the Judiciary and Law Enforcement Committee. Youth will represent other Eau Claire County youth on these committees by attending meetings, staying current on issues facing the county, and seeking input from their peers. Youth will vote prior to board members (votes not to be counted) and will participate in discussion on agenda items. Youth are not allowed in closed session and will not receive per diem payments.

To qualify, youth must be high school sophomores or juniors in any Eau Claire County school and have a GPA of 2.5 or higher on a 4.0 scale. They must be an Eau Claire County resident and have the ability to attend monthly committee meetings and additional committee meetings as needed. They will serve a one year term (Sept 1, 2016-August 31, 2017). They will complete an application and interview process and if selected, will work with an appointed mentor from the County Board or community to assist in the process.

According to reports from Kenosha County, youth gain valuable life skills, including the ability to see issues from multiple perspectives and learning to communicate clearly and confidently while becoming a local resource in their county. They will learn to share new ideas with others and become more comfortable in decision making while developing a feel of involvement the community. They will develop life skills that will serve them far into their future, no matter what career path they choose.

There will be no fiscal impact on the 2016 budget.

Respectfully Submitted,



Sara Novotny
SJN

2
3 - APPROVING EXTENSION OF THE YOUTH IN GOVERNANCE PROGRAM FOR
4 THE COMMITTEES ON UW-EXTENSION EDUCATION, JUDICIARY AND LAW
5 ENFORCEMENT AND EXPANDING THE PROGRAM TO INCLUDE THE PARKS
6 AND FOREST COMMITTEE; AUTHORIZING THE COMMITTEE ON UW-
7 EXTENSION EDUCATION TO ANNUALLY REVIEW THE PROGRAM AND
8 DETERMINE WHETHER IT SHOULD BE CONTINUED -
9

10 WHEREAS, on February 17, 2015 the Eau Claire County Board adopted Resolution,
11 Enrolled No. R158-082 which approved a pilot Youth and Governance Program for the committees
12 of UW Extension Education and Judiciary and Law Enforcement for September 1, 2015 through
13 August 31, 2016; and
14

15 WHEREAS, the committee on UW Extension Education has reviewed the program and
16 recommends continuing it and expanding it to include the committee on Parks and Forest; and
17

18 WHEREAS, the committee recommends that the program be continued as set forth in
19 Resolution No. R158-082 with an annual review in August by the Committee on UW-Extension
20 Education and submittal of a report to the county board.
21

22 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that
23 it approves an extension of the Youth in Governance Program involving youth serving with the UW-
24 Extension Education, Judiciary and Law Enforcement and Parks and Forest committees beginning
25 September 1, 2016.
26

27 BE IT FURTHER RESOLVED that the committee on UW-Extension Education is authorized
28 to annually review the program in August to determine whether it should be continued, which
29 committees should be involved and to submit a report with its findings to the county board.
30

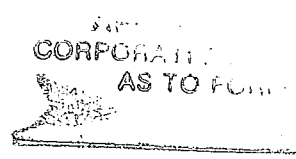
31
32 Robin J. Gears
33 Colleen Bates
34 Douglas Kerwin
35 Heather DeLuca
36
37
38
39
40
41 Committee on UW-Extension Education

42 KRZ/ylk

43 Dated this 27 day of July, 2016.

ORDINANC/16-17/026

44 Reviewed by Finance Dept.
for Fiscal Impact



2

3 -AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF
4 JULY 2016

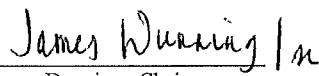
5

6 RESOLVED by the Eau Claire County Board of Supervisors that the following accounts are
7 allowed and the County Clerk and County Treasurer are authorized to issue County order checks to
8 the vendors hereinafter and for the amounts set forth thereafter.

9

10	<u>VENDOR</u>	<u>PAYMENT FOR:</u>	<u>AMOUNT</u>
11	Groug Health Cooperative	Health Insurance Premiums - August	\$ 586,865.91
12	Monarch Paving Company	Hot Mix - CTH CF - Hwy	\$ 356,074.62
13	State of Wisconsin	June Court Fees	\$ 193,763.18
14	Senn Blacktop Inc	Hot Mix - CTH G - Hwy	\$ 170,666.51
15	Henry G Meigs LLC	Roadway Supplies - CTH G & CF - Hwy	\$ 136,654.79
16	City of Eau Claire Treasurer	July Comm Center Payment	\$ 128,006.67
17	Scott Construction Inc	Crack Filling w/sealer - County Hwys - Hwy	\$ 115,210.55
18	Eau Claire City Health Dept	June Payment	\$ 93,800.00
19	Haas Transport Inc	Quad Truck Rental - CHT G & CF - Hwy	\$ 82,981.25
20	Ewald's	Form and Ram Truck - Parks	\$ 62,371.00
21	US Bank	Pro-Card Payment - June	\$ 58,227.08
22	Xcel Energy	CTHS Electric/Gas - June	\$ 54,109.49
23	W K Construction Co Inc	Full Depth Reclamation CTH CF - Hwy	\$ 48,306.94
24	Lutheran Social Services	June Services - CJCC	\$ 48,249.66
25	Holton Brothers Inc	Tuckpointing of Ag Center/Maint Bldg/Augusta Hwy	\$ 43,950.00
26	State of Wisconsin Treasurer	State Vital Records/Probate/Children's Trust Fund Fees	\$ 43,327.39
27	Aramark Services Inc	Inmate/Staff Meals - June	\$ 42,246.25
28	Advanced Disposal	Recycling - June	\$ 41,138.57
29	AUL Health Benefit Trust	PTO/Retiree payouts (5)	\$ 36,248.55
30	Fuel Service DJ's Mart LLC	Diesel Fuel -Hwy	\$ 26,921.50
31	The Kraemer Co LLC	Pulverizing - CHT G - Hwy	\$ 24,579.41
32	Boxx Sanitation LLC	Recycling - June	\$ 22,393.30
33	Eau Claire Area Economic Develop	3rd Quarter Payment	\$ 22,000.00
34	Sacred Heart Hospital	Labels/Condiments ADRC - June	\$ 21,017.43
35	Sacred Heart Hospital	ADRC Meals - May	\$ 20,140.41
36	Delta Dental Plan of WI	Dental Insurance Premiums - July	\$ 19,228.51
37	The Kraemer Co LLC	Base Material - CTH HH - Hwy	\$ 18,349.78
38	Wisconsin Municipal Mutual Ins Co	Sir Imprest Replenishment	\$ 17,583.80
39	CCI Systems	ECC CTHS/Altoona Hwy Bldg Fiber Project - IS	\$ 15,825.83
40	Friends of Beaver Creek Reserve	July Payment	\$ 15,000.00
41	Waste Management Northern WI	Recycling - June	\$ 14,716.66
42	Roland Machinery Exchange	Dozer & Compactor Rental, Repair Parts - Hwy	\$ 14,233.52
43	Xcel Energy	Financial Assurance - LCD	\$ 13,286.00
44	Lincoln Financial Life Insurance Co	Life Insurance Premiums - August	\$ 13,194.26
45	City of Eau Claire Treasurer	Paratransit - May	\$ 13,028.00
46	Minnesota Life Insurance Co	August Life Insurance Premiums	\$ 13,017.12
47	Ayres Associates	Re-Surfacing - Eau Claire Dam - Parks	\$ 12,675.00
48	Eau Claire Energy Cooperative	Construction Cost CTH KK South - Hwy	\$ 12,477.15
49	City of Eau Claire Treasurer	Water/Sewer Charges - Airport	\$ 11,721.85
50	Ayres Associates	Contracted Engineering CTH H Bridge Rehab-Hwy	\$ 11,501.08
51	Try Inc	July Payment	\$ 11,134.92
52	State of Wisconsin	Preliminary Engineering - CTH AA Otter Creek Bridge - Hwy	\$ 10,891.24
53	Wisconsin Land Information Program	June Land Info Recording Fees	\$ 10,479.00
54	Xcel Energy	Terminal Electric/Gas - June	\$ 10,212.48
55	Bartingale Mechanical Inc	Preventative Maintenance - July	\$ 10,047.75
56			

57			subtotal	\$	2,747,854.41
58					
59					
60	County of Barron	IM Consortia Payment		\$	140,255.00
61	County of Burnett	IM Consortia Payment		\$	45,251.00
62	County of Chippewa	IM Consortia Payment		\$	42,248.00
63	County of Douglas	IM Consortia Payment		\$	88,822.00
64	County of Pierce	IM Consortia Payment		\$	47,465.00
65	Count of Polk	IM Consortia Payment		\$	51,641.00
66	County of St Croix	IM Consortia Payment		\$	104,392.00
67	County of Washburn	IM Consortia Payment		\$	26,662.00
68	Brotoloc	Contractual Services		\$	59,045.92
69	Caillier Clinic Inc	Contractual Services		\$	15,875.00
70	Career Development Center	Contractual Services		\$	10,630.80
71	Mt Washington Operator LLC	Contractual Services		\$	25,552.80
72	New Hope Hallie	Contractual Services		\$	10,400.00
73	Clinicare Corporation	Contractual Services		\$	48,600.00
74	Lutheran Social Services	Contractual Services		\$	25,226.67
75	Mille Lacs Academy	Contractual Services		\$	11,017.50
76	New Visions Treatment Homes	Contractual Services		\$	30,669.10
77	Northwest Passage LTD	Contractual Services		\$	20,648.90
78	Oconomowoc Development Training	Contractual Services		\$	15,399.20
79	Positive Alternatives inc	Contractual Services		\$	11,400.00
80	REM Wisconsin III Inc - State Office	Contractual Services		\$	42,688.41
81	Lutheran Social Services	Contractual Services		\$	16,827.64
82	MCHS Eau Claire Clinic	Contractual Services		\$	10,070.55
83	Northwest Counseling & Guidance	Contractual Services		\$	25,108.72
84	Western Dairyland Economic	Contractual Services		\$	10,312.05
85	State of WI Dept of Corrections	Contractual Services		\$	36,744.00
86	Lutheran Social Services	Contractual Services		\$	69,777.50
87	Trempealeau County	Contractual Services		\$	47,170.83
88	Vantage Point Clinic & Assess	Contractual Services		\$	14,925.00
89	Chileda Institute	Contractual Services		\$	28,173.60
90					
91			Total	\$	1,133,000.19
92					
93			Grand Total	\$	3,880,854.60


 James Dunning - Chairperson
 Committee on Finance and Budget

Reviewed by Finance Dept.
 for Fiscal Impact

APPROVED BY
 CORPORATION COUNSEL
 AS TO FORM

-AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF
AUGUST 2016

RESOLVED by the Eau Claire County Board of Supervisors that the following accounts are
allowed and the County Clerk and County Treasurer are authorized to issue County order checks to
the vendors hereinafter and for the amounts set forth thereafter.

<u>VENDOR</u>	<u>PAYMENT FOR:</u>	<u>AMOUNT</u>
Altoona Public Schools	August Settlement	\$ 1,948,817.69
City of Altoona Clerk Treasurer	August Settlement	\$ 1,820,273.27
Augusta School District	August Settlement	\$ 1,307,780.25
Fall Creek School District	August Settlement	\$ 929,298.87
Group Health Cooperative	September 2016 Health Insurance Premium	\$ 581,328.03
Town of Washington Treasurer	August Settlement	\$ 380,251.38
Osseo Fairchild School District	August Settlement	\$ 362,969.45
Henry G Meigs LLC	Sealer - Hwy	\$ 288,727.59
Annuity Investors	2015 Unused Deductibles	\$ 287,743.73
School District of Mondovi	August Settlement	\$ 269,577.98
City of Augusta Clerk Treasurer	August Settlement	\$ 240,146.80
School District of Eleva Strum	August Settlement	\$ 222,731.06
Town of Pleasant Valley Treasurer	August Settlement	\$ 203,378.07
State of WI	July Fees	\$ 172,552.36
Town of Seymour Treasurer	August Settlement	\$ 168,955.96
State of WI	Hwy Improvement Project administered by DOT - Hwy	\$ 156,602.31
Town of Union Treasurer	August Settlement	\$ 148,812.39
Village of Fairchild Treasurer	August Settlement	\$ 140,292.51
City of Eau Claire Treasurer	August Payment - Comm Center	\$ 128,006.67
Town of Bridge Creek Treasurer	August Settlement	\$ 121,367.14
Town of Lincoln Treasurer	August Settlement	\$ 101,404.65
Town of Brunswick	August Settlement	\$ 94,941.08
Eau Claire City County Health Dept	July Payment	\$ 93,800.00
Correctional Healthcare Co	Monthly medical service for jail - Aug/Sept	\$ 82,479.50
Haas Sons	3/8 Chips Material - Hwy	\$ 81,499.92
U S Bank	Procard payment - July	\$ 76,005.17
Gametime Inc	Playground Equipment - Parks	\$ 68,927.40
Town of Ludington Treasurer	August Settlement	\$ 67,843.46
Xcel Energy	Courthouse Electric/Gas - July	\$ 59,649.42
The Kraemer Co LLC	Base Gravel Road Construction - Hwy	\$ 53,206.64
Lutheran Social Services	July Services - CJCC	\$ 47,085.33
Stanley Boyd Area Schools	August Settlement	\$ 46,047.44
Advanced Disposal	Recycling - July	\$ 41,716.04
Town of Fairchild Treasurer	August Settlement	\$ 36,435.79
Aramark Services	Staff/Inmate Meals - July	\$ 34,829.35
Village of Fairchild Treasurer	August Settlement	\$ 34,713.70
Blk Mound Area School District	August Settlement	\$ 34,402.02
Friends of Beaver Creek Reserve	BCR Capital Flooring, Caretaker House, Doors	\$ 33,517.06
Town of Drammen Treasurer	August Settlement	\$ 33,418.88
AUL Health Benefit Trust	Retiree Payouts (3)	\$ 32,418.10
Ayres Associates	Contracted Engineering - Hwy	\$ 28,599.93
Town of Clear Creek Treasurer	August Settlement	\$ 27,863.17
Fuel Service DJ's Mart	Gasoline & Diesel Fuel - Hwy	\$ 27,442.50
Chippewa Valley Energy	Diesel Fuel - Hwy	\$ 25,155.90
National Tactical Officers Assoc	Swat Team Leader Training - Sheriff	\$ 25,000.00
Town of Otter Creek Treasurer	August Settlement	\$ 24,483.87

57	Lutheran Social Services	Crisis Start Up - March	\$	23,322.03
58	Boxx Sanitation	Recycling - July	\$	22,650.00
59	M3 Insurance Solutions Inc	June, July, August, Sept Health Insurance Consulting	\$	22,500.00
60	Farrell Equipment & Supply Co	Bridge Sealer & Roadway Supplies - Hwy	\$	22,267.83
61	CliftonLarsonAllen	Annual Audit Payment	\$	22,150.00
62	Meigs Advantage LLC	Sealcoat Maintenance - Hwy	\$	20,143.68
63	U S Postal Service	Postage	\$	20,000.00
64	West Central WI Regional Planning	Watershed Collection - LCD	\$	19,238.79
65	Delta Dental Plan of WI	September 2016 dental insurance premiums	\$	18,290.43
66	Panda Consulting	Parcel Fabric Migration Services - LCD	\$	18,000.00
67	AUL Health Benefit Trust	2015 Unused Deductibles - Retirees	\$	15,566.73
68	Lake Eau Claire Protection	Topo Survey and Dredging - LCD	\$	15,299.13
69	Chippewa Falls Area School Dist	August Settlement	\$	15,016.87
70	Friends of Beaver Creek Reserve	August Payment	\$	15,000.00
71	Waste Management	Recycling - July	\$	14,535.26
72	Town of Wilson Treasurer	August Settlement	\$	14,265.87
73	City of Eau Claire Treasurer	June 2016 Paratransit	\$	13,304.67
74	Lincoln Financial Life Insurance Co	September 2016 disability insurance premiums	\$	13,298.15
75	Chippewa Valley Energy	Diesel Fuel - Hwy	\$	12,869.39
76	Minnesota Life Insurance Co	September 2016 premiums	\$	12,707.02
77	Tim Lamm Trucking LLC	Quad Axle Truck Rental -Hwy	\$	12,489.75
78	Roland Machinery Exchange	Heavy Machinery Rental - Hwy	\$	11,973.00
79	TRY Inc	August Payment	\$	11,134.92
80	Opelt Sand & Gravel LLC	Material Chips Road Construction - Hwy	\$	11,107.92
81	Xcel Energy	Terminal Electric/Gas - July	\$	11,008.99
82	Monarch Paving Co	Hot Mix - Asphalt - Hwy	\$	10,494.77
83	Bartingale Mechanical Inc	Preventative Maintenance for August	\$	10,047.75
84				
85		<i>subtotal</i>	\$	11,621,182.78
86				
87				
88	County of Barron	<i>IM Consortia Payment</i>	\$	87,182.00
89	County of Burnett	<i>IM Consortia Payment</i>	\$	18,816.00
90	County of Chippewa	<i>IM Consortia Payment</i>	\$	59,555.00
91	County of Douglas	<i>IM Consortia Payment</i>	\$	49,360.00
92	County of Dunn	<i>IM Consortia Payment</i>	\$	70,127.00
93	Count of Polk	<i>IM Consortia Payment</i>	\$	60,111.00
94	County of St Croix	<i>IM Consortia Payment</i>	\$	57,033.00
95	County of Washburn	<i>IM Consortia Payment</i>	\$	24,074.00
96	Brotoloc Inc	Contractual Services	\$	47,474.29
97	Chileda Institute Inc	Contractual Services	\$	29,112.72
98	Clinicare Corporation	Contractual Services	\$	51,326.40
99	Cooperative Educational Service Age	Contractual Services	\$	38,525.02
100	Lutheran Social Services	Contractual Services	\$	95,165.03
101	Mt Washington Operator LLC	Contractual Services	\$	26,404.56
102	New Visions Treatment Homes	Contractual Services	\$	37,835.20
103	Northwest Counseling & Guidance	Contractual Services	\$	25,085.78
104	Northwest Passage LTD	Contractual Services	\$	43,418.03
105	Oconomowoc Development Training Ctr	Contractual Services	\$	15,573.34
106	Rawhide	Contractual Services	\$	34,420.80
107	REM Wisconsin III Inc	Contractual Services	\$	42,738.41
108	State of WI Dept of Corrections	Contractual Services	\$	26,812.00
109	Trempealeau County	Contractual Services	\$	41,015.40
110	Vantage Point Clinic & Assess	Contractual Services	\$	10,320.00
111	Western Dairyland Economic Opport	Contractual Services	\$	15,219.51
			Total	\$ 1,006,704.49
			Grand Total	\$ 12,627,887.27

James Dunning
 James Dunning - Chairperson
 Committee on Finance and Budget

APPROVED BY
 CORPORATION COUNSEL
 AS TO FORM

reviewed by Finance Dept.
 for Fiscal Impact

2
3 DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL
4 COOPERATIVE AGREEMENT WITH THE VILLAGE OF FAIRCHILD ON BEHALF OF EAU
5 CLAIRE COUNTY; AUTHORIZING THE SALE OF TAX DEED PROPERTY TO THE
6 VILLAGE OF FAIRCHILD, FOR \$1.00 PER THE INTERGOVERNMENTAL COOPERATIVE
7 AGREEMENT BETWEEN EAU CLAIRE COUNTY AND THE VILLAGE OF FAIRCHILD;
8 DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED ON THE
9 DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID QUIT
10 CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY

11
12 WHEREAS, The Village of Fairchild, has formally applied to purchase said property in accordance
13 with the County Code; and

14
15 WHEREAS, said property can be described as follows:

16
17 The Northeasterly 26 feet of Lots 11 and 12 and the Northeasterly 30 feet of Lots 13, 14, 15 and 16,
18 Block A, Village of Fairchild, Railway Company’s Addition, Section 34, Township 25 North, Range
19 5 West, Eau Claire County, Wisconsin.

20 Computer #126-1038-10-000 PIN #18126-2-250534-410-2047

21 AND ALSO,

22 Lots 11, 12, 13 and 14 of Block A of Railway Plat of the Village of Fairchild, Eau Claire County,
23 Wisconsin, excepting the Northeasterly 30 feet off Northeasterly end of Lots 13 and 14, and
24 excepting the Northeasterly 40 feet off Northeasterly end of Lots 11 and 12.

25 Computer #126-1039-02-000 PIN #18126-2-250534-410-2049

26 AND ALSO,

27 Northeasterly 14 feet of the Southwesterly 64 feet of Lot 12, Block A, Railway Addition to Village
28 of Fairchild, Wisconsin, Eau Claire County.

29 Computer #126-1039-04-000 PIN #18126-2-250534-410-2051

30 AND ALSO,

31 Lots 29, 30, 31, and 32 of Block A, all in Railway Addition to Village of Fairchild, Wisconsin, Eau
32 Claire County.

33 Computer #126-1042-02-000 PIN #18126-2-250534-410-2079

34			
35	Delinquent General Taxes	(2011-2015)	\$7,446.51
36	Estimated 2016 General Taxes		\$764.38
37	Delinquent Special Assessments	(2011-2015)	\$2,349.37
38	Interest and Penalties	(2011-2015)	\$5,436.25
39	Expenses		<u>\$315.16</u>
40		TOTAL	\$16,311.67

41
42 The Village of Fairchild will be responsible for all filing fees.

43
44 NOW, THEREFORE, BE IT RESOLVED that the County Administrator be directed to execute
45 the Intergovernmental Cooperative Agreement with the Village of Fairchild on behalf of Eau
46 Claire County.

47
48 BE IT FURTHER RESOLVED by the Eau Claire County Board of Supervisors that the sale of the
49 aforementioned described property to the Village of Fairchild, is hereby authorized for

50 \$1.00 per the Intergovernmental Cooperative Agreement between Eau Claire County and the Village
51 of Fairchild.

52

53 BE IT FURTHER RESOLVED that said sale must take place no later than 30 days after County
54 Board Approval.

55

56 BE IT FURTHER RESOLVED that the Corporation Counsel is hereby directed to prepare quit claim
57 deeds for the described parcels and that the County Clerk is hereby directed to execute said quit
58 claim deeds on behalf of Eau Claire County.

59

60 ADOPTED:

61

I hereby certify that the foregoing correctly represents
62 the action taken by the undersigned committee on
63 September 8, 2016, by a vote of 4-0.

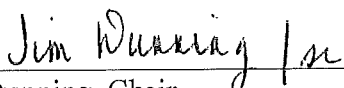
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68



Jim Dunning, Chair
Committee on Finance & Budget

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Fiscal
for Fiscal Impact

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN EAU CLAIRE COUNTY AND THE VILLAGE OF FAIRCHILD**

I. PARTIES

This Agreement is between Eau Claire County ("County"), Wisconsin located at 721 Oxford Ave, Ste 3520 Eau Claire, WI 54703 and Village of Fairchild ("Village"), located at 241 N. Front St., Fairchild, WI 54741.

II. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall continue until the four parcels transferred by quit claim deed from the County to the Village as authorized in Eau Claire County Resolution File No. 16-17/041, a copy of which is attached as Exhibit "A" are sold by the Village and any proceeds received by the Village exceeding the cost of demolition and removal of the buildings located on the parcels, up to \$13,962.30 is paid to the County subject to the provisions of Articles III and IV.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into an intergovernmental cooperative agreement authorized by Wis. Stat. § 66.0301, whereby the Village will demolish and remove all buildings located on the four properties described in Attachment "A" and repay the County as set forth in Article IV. Payment is based on the amount of \$16,311.67, the value of the outstanding delinquent general taxes and special assessments, estimated 2016 general taxes and interest and penalties through September 2016. Of the \$16,311.67, \$2,349.37 will be charged back to the Village in 2016 for delinquent special assessments while the balance of \$13,962.30 will be reimbursed as set forth in Article IV.

IV. SCOPE OF AGREEMENT/PAYMENTS TO COUNTY

A. The County agrees to take the properties listed in Attachment "A" through the tax deed process and provide the Village with quit claim deeds to the four tax deed properties identified in Eau Claire County Board Resolution No. 16-17/041 for \$1. The Village agrees to pay the filing fee of \$30 per property for each of the four properties. Under Wis. Stat. §75.365(3), the Village is required and agrees to pay the delinquent special assessments on the four properties of \$2,349.37 within 6 months of issuance of the quit claim deeds.

B. The Village agrees to purchase the property for \$1. The Village agrees to reimburse the County for the amount forgiven, \$13,962.30 or a portion thereof, in the event that any or all of the properties are sold, less all costs it incurred for the demolition and removal of the building(s) located thereon. If the properties are not sold within 3 years, the parties agree the Village will be retaining them for purposes of this Agreement and an independent party will be hired to appraise the properties. If the appraisal exceeds the cost of demolition and removal the Village agrees to reimburse the County. The amount of the reimbursement will be the difference between the net sales proceeds and the costs incurred for the demolition and removal of the building(s). If said costs are greater than the net sales proceeds then no reimbursement will be made.

V. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon County to Eau Claire County Administrator, 721 Oxford Ave., Ste. 3520, Eau Claire, WI 54703 and upon Village to Village of Fairchild President, 241 N. Front St., Fairchild, WI 54741.

VI. MUTUAL INDEMNIFICATION.

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

VII. LIABILITY.

The parties agreed that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this agreement.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

X. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Eau Claire Circuit Court, Eau Claire, Wisconsin.

XI. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XIII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XIV. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

XVI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of three (3) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

EAU CLAIRE COUNTY:

EAU CLAIRE COUNTY ADMINISTRATOR

(Date)

VILLAGE OF FAIRCHILD:

Staci Edwards

VILLAGE OF FAIRCHILD PRESIDENT

8/30/2016

(Date)

Deann Kuberna

VILLAGE OF FAIRCHILD CLERK

8/30/2016

(Date)

FACT SHEET

TO FILE NO. 16-17/042

This resolution disallows the Notice of Loss filed on June 17, 2016 by Brandon & Desiree Adkins in which Mr. & Mrs. Adkins claim that on April 1, 2016 their basement flooded due to road work, approved by the Eau Claire County Highway Department. The work was performed on County Trunk Hwy II a/k/a Deerfield which is adjacent to the Adkins property. They further claim that Eau Claire County failed to plan or construct the road properly in order to account for the underground springs in the area, to provide proper slope for the slope in the ditch to account for surface water and the road project increase the hydraulic pressure of the ground water into their residence and claim total damages of \$66,800. The claims have been reviewed by WMMIC the County's insurance carrier. The investigation determined that Eau Claire County has no liability for this claim and that the damages claimed lack support.

The county's liability insurance carrier WMMIC recommended that the claim be disallowed and I concur with that recommendation.

Respectfully Submitted,



Keith R. Zehms

KRZ/yk

Ordinance/16-17/042 Fact

SUPPLEMENTAL FACT SHEET

TO FILE NO. 16-17/042

For most negligence claims against a County, a claim must be provided to the County by the claimant. The claim under Wis. Stat. § 893.80 has two components. The first requires a written notice of circumstances to be served upon the County within 120 days of the subject event (unless the County has “actual” notice of the subject event and potential injuries). The notice of circumstances should describe the time, place, and circumstances of the claimed injury.

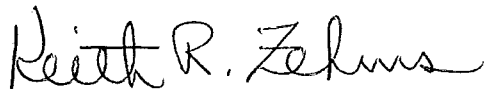
The second component of the claim under Wis. Stat. § 893.80 requires that, in order for the claimant to proceed in a lawsuit against the County, the claimant must also submit an itemized statement of damages.

These two requirements are meant to allow the County time to investigate the claim and assess the claimed damages, as well as prepare for the compromise and litigation of the presented claim.

The claimant may initiate a lawsuit only upon disallowance of the claim by the County. Claims are usually disallowed when there are significant issues of liability or damages.

Disallowance may happen by one of two ways: the County may formally disallow the claim within 120 days after the claim (notice of circumstances and itemized damages) is presented; or, the County may allow the 120 days to expire without any formal disallowance. If the County elects to allow the 120 period to expire without any formal disallowance, this acts as a disallowance. If the County issues a formal disallowance within the 120 period, the claimant has six months from the date of disallowance to file a lawsuit. If the County does not issue a formal disallowance within the 120 period, the claimant has the normal statute of limitations in which to file a lawsuit. For property damage claims, this statute of limitations is six years.

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/042

4 DISALLOWING THE CLAIM OF BRANDON AND DESIREE ADKINS FILED ON JUNE
5 17, 2016 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO
6 NOTIFY THE CLAIMANT OF SAID DISALLOWANCE -

7 WHEREAS, on June 17, 2016 Brandon and Desiree Adkins filed an Official Notice of Loss
8 against Eau Claire County with the Office of Eau Claire County Administrator; and
9

10 WHEREAS, the County's insurance carrier has investigated this claim, and has
11 recommended that the County disallow the claim.
12

13 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board of Supervisors
14 hereby formally disallow the claim of Brandon and Desiree Adkins against the County of Eau Claire.
15

16 BE IT FURTHER RESOLVED that the county clerk is hereby directed to notify Brandon
17 & Desiree Adkins of the disallowance.
18

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33

James A. Deering
Mark L. ...
Steve Pagan
Robin J. Gary

Committee on Finance and Budget

KRZ/yk

Dated this 8th day of September, 2016.

ORDINANC/16-17/042

Reviewed by _____
for Fiscal Imp...

APPROVED BY
CORPORATION COM...
AS TO FORM