

## AGENDA

Eau Claire County Board of Supervisors  
**Wednesday, February 21, 2018 / 7 pm**

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 1<sup>st</sup> Reading
- (2) Indicates 2<sup>nd</sup> Reading
  
- 1. Call to Order
- 2. Honoring of the Flag and Moment of Reflection (Supervisor Brandon Buchanan)
- 3. Call of the Roll
- 4. Approval of the Journal of Proceedings (January 16, 2018) **(pg. 4-5)**
  
- 5. **PUBLIC COMMENT**
  
- 6. **REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

### Oral Reports

#### **County Administrator Updates / by: Kathryn Schauf, County Administrator**

- \* RFP for Health Insurance
- \* Update from WCA Legislative Exchange / Supervisor Gregg Moore and Colleen Bates
- \* Strategic Planning Timeline **(pg. 6)**

### Written Reports

- 2018 Contingency Fund **(pg. 7)**

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

County Board Chair request to County Board to order a varied start time for the May 1st meeting of the Board at which they will engage in strategic planning.

### Communications

- Status of Opioid Litigation **(pg. 8)**
  
- Rezoning Request Received: Jeffrey and Sheryl Hoepner **(pg. 9)**
- Rezoning Request Received: Larry & Patricia Smith **(pg. 10)**

**8. FIRST READING OF ORDINANCES BY COMMITTEES**

**File No.**

- 17-18/100 (1) To Amend Section 18.20.010 B. of the Code: General Provisions  
(pg. 11-12)
- 17-18/101 (1) To Amend Certain Sections of Section 12.73 and 12.74 of the Code:  
(part of the strategic plan process) (pg. 13-18)
- 17-18/104 (1) To Repeal and Recreate Section 3.20.005 of the Code: Salaries of  
Elected Officials; Amending Section 3.20.010 E. of the Code: Benefits  
of Elected Officials (pg. 19-22)
- 17-18/106 (1) To Amend Section 2.12.140 B. of the Code: Medical Examiner  
System (pg. 23-24)
- 17-18/110 (1) To Amend Section 2.04.010 A. of the Code: Rule 1—Meeting  
(pg. 25-26)
- 17-18/115 (1) To Reletter Section 10.81.030 H. to I. of the Code: Restricted Parking  
Areas; To Create Section 10.81.030 H. of the Code: Restricted  
Parking Areas (pg. 27-28)

**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.**

- 17-18/112 (1) Reauthorization of Self-Insurance (pg. 29-30)

**Committee on Human Resources**

**File No.**

- 17-18/113 (1) Abolishing Two .73 FTE Cooks, Creating Two 1.0 Cooks, One .38 FTE  
Cook, One .73 FTE Cook and One .50 Delivery Driver; Creating One  
.73 FTE Cook with Contract Approval (pg. 31-33)

**Highway Committee**

**File No.**

- 17-18/109 (1) Supporting Proposed Legislation AB 475 and SB 386 Changing  
Lighting Requirements for Animal-Drawn Vehicles Operated on  
Highways (pg. 34-36)

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

**Committee on Parks & Forest**

**File No.**

17-18/086 (1)

Ratifying a Land Use Agreement and Permit with the Eau Claire National Rifle Club for Operation of the Eau Claire County Rifle Range; Authorizing the County Administrator to Execute the Agreement **(pg. 37-38)**

- Rifle Club Land Use Agreement and Permit **(pg. 39-45)**
- Appendix A **(pg. 46)**
- Appendix B **(pg. 47)**
- Appendix C [\(Best Management Practices for Lead at Outdoor Shooting Ranges\)](#) **(pg. 48-49)**
- Appendix D **(pg. 50-53)**

**Committee on Finance & Budget**

**File No.**

17-18/111 (1)

Authorizing the Sale of Tax Deed Property to Former Owner Nathan R. Schultz for \$13,146.07; Directing Corporation Counsel to Prepare a Quit Claim Deed on the Described Property; Directing the County Clerk to Execute Said quit Claim Deed on Behalf of Eau Claire County **(pg. 54-55)**

17-18/114 (1)

Authorizing Payment of Vouchers Over \$10,000 Issued During the Month of January 2018 **(pg. 56-57)**

17-18/116 (1)

Financial Policy – Carry Forwards **(Committee on Finance & Budget to meet prior to the County Board for review and approval).** **(pg. 58-61)**

**11. APPOINTMENTS**

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**

**Tuesday, January 16, 2018**

The County Board of Supervisors of the County of Eau Claire convened at the Courthouse in the City of Eau Claire on Tuesday, January 16, 2018, 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 Robin Leary.

Roll Call: 21 present: Supervisors Gary G. Gibson, Sandra McKinney, Douglas Kranig, Stella Pagonis, Katy Forsythe, Colleen A. Bates, Kathleen Clark, Judy Gatlin, Nick Smiar, David P. Mortimer, Gregg Moore, James A. Dunning, John Richie, Mark Beckfield, Sue Miller, Robin J. Leary, Heather DeLuka, Tami Schraufnagel, Brandon Buchanan, Kimberly A. Cronk, Patrick L. LaVelle

8 absent: Supervisors Carl Anton, Steve Chilson, Kevin Stelljes, Gordon C. Steinhauer, Mike Conlin, Ray L. Henning, Gerald L. Wilkie, Mark Olson

\*Supervisors Conlin and Anton arrived later in the meeting.

**JOURNAL OF PROCEEDINGS (December 19, 2017)**

On a motion by Supervisor Smiar, seconded by Supervisor Beckfield, the Journal of Proceedings was approved.

\*Supervisor Conlin arrived at this time.

**PUBLIC COMMENT**

No one wished to speak.

**REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

\*Supervisor Anton arrived at this time.

Human Services Director Diane Cable, Human Resources Director Jamie Gower, and Payroll Administrator Tria Vang presented an oral report on the on-call pay policy.

County Administrator Kathryn Schauf presented updates on the following topics:

- Strategic Planning Process for 2018-2020
- Economic Development Summit 2
- Local Government Institute: Future Regions
- Upcoming Annual Reports

The following written reports were presented to the board:

- 2018 Contingency Fund Report as of January 10, 2018
- Jail Population Report through December 2017

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

**Committee on Administration**

**Ordinance 17-18/089** THAT SECTION 2.04.010 A., C. & E. OF THE CODE BE AMENDED TO READ: RULE 1—MEETINGS

Motion by Supervisor Leary, seconded by Supervisor Cronk, for enactment.

On a roll call vote, the ordinance was enacted as follows:

23 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Conlin, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Richie, Beckfield, Miller, Leary, DeLuka, Schraufnagel, Buchanan, Cronk, LaVelle  
0 noes

6 absent: Supervisors Chilson, Stelljes, Steinhauer, Henning, Wilkie, Olson

**Ordinance 17-18/092 TO REPEAL AND RECREATE SECTION 10.81.030 D. OF THE CODE: RESTRICTED PARKING AREAS**

Motion by Supervisor DeLuka, seconded by Supervisor LaVelle, for enactment.  
On a roll call vote, the ordinance was unanimously enacted.

**Committee on Human Resources**

**Resolution 17-18/083 AMENDING THE EAU CLAIRE COUNTY HUMAN RESOURCES EMPLOYEE POLICY MANUAL**

Motion by Supervisor Gatlin, seconded by Supervisor Conlin for adoption.  
On a motion by Supervisor Clark, seconded by Supervisor Conlin, Substitute Amendment No. 1 to Resolution 17-18/083 was unanimously adopted.

**Substitute Amendment No. 1 to Resolution 17-18/083 AMENDING THE EAU CLAIRE COUNTY HUMAN RESOURCES EMPLOYEE POLICY MANUAL**

Thereafter, the original Resolution 17-18/083, whose entire content was replaced by Substitute Amendment No. 1, was unanimously adopted.

**Resolution 17-18/102 ABOLISH ONE 1.0 FTE CCS SUPERVISOR POSITION AND CREATE ONE 1.0 FTE SOCIAL WORK MANAGER POSITION**

Motion by Supervisor Miller, seconded by Supervisor Gatlin, for adoption.  
There were no objections to allowing Human Services Director Diane Cable to speak.  
On a roll call vote, the resolution was unanimously adopted.

**Resolution 17-18/103 ABOLISH ONE .73 FTE ADMINISTRATIVE ASSOCIATE III POSITION, ABOLISH ONE 1.0 FTE HIGHWAY FIELD WORKER POSITION, AND CREATE ONE 1.0 ADMINISTRATIVE ASSOCIATE III POSITION**

Motion by Supervisor LaVelle, seconded by Supervisor Beckfield, for adoption.  
On a roll call vote, the resolution was unanimously adopted.

**Committee on Planning and Development**

**Ordinance 17-18/087 TO AMEND SECTION 2.04.455 C. OF THE CODE; TO REPEAL SECTION 2.05.620 OF THE CODE: EAU CLAIRE COUNTY INDUSTRIAL DEVELOPMENT AGENCY; TO AMEND SECTION 2.44.020 B. OF THE CODE; TO REPEAL CHAPTER 2.72 OF THE CODE: SALE OF SURPLUS COUNTY REAL PROPERTY; TO AMEND SECTION 4.13.010 OF THE CODE: SALE OF SURPLUS COUNTY LAND**

Motion by Supervisor Buchanan, seconded by Supervisor Schraufnagel, for enactment.  
On a roll call vote, the ordinance was unanimously enacted.

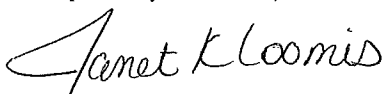
**Committee on Finance and Budget**

**Resolution 17-18/099 AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF DECEMBER 2017**

Motion by Supervisor Leary, seconded by Supervisor Gatlin, for adoption.  
On a roll call vote, the resolution was unanimously adopted.

The Board adjourned at 7:48 p.m.

Respectfully submitted,



Janet K. Loomis  
County Clerk

### 2018 Timeline

|                      | FEBRUARY  | MARCH  | APRIL  | MAY  | JUNE   | JULY  |
|----------------------|---|--|--|--|--|---|
| COUNTY BOARD         |   |  |  | [5.1]<br>Together with Department Heads formulate Strategic goals  | [6.19] ½ hour<br>Presentation to Board<br><br>7:00 p.m.<br>County Board Rm.<br>721 Oxford Avenue |   |
| DEPARTMENT HEADS     | [2.21] 1 hour<br><br>9:00 a.m.<br>County Board Rm.<br>721 Oxford Avenue<br><br>Initiate Discussion and provide updated information. | [3.21] 1 hour<br>9:00 a.m.<br>County Board Rm.<br>721 Oxford Avenue<br><br>Issues Identification | [4.18] 1 hour<br>9:00 a.m.<br>County Board Rm.<br>721 Oxford Avenue<br><br>Summarized themes returned to Dept. Heads.<br><br>HOMEWORK:<br>Reformulate as strategic questions | [5.1] 3 hours<br>6:00 p.m.<br>Jail Conference Room<br>721 Oxford Avenue<br><br>Bring Strategic Questions to Board: This regular board meeting will be devoted to strategic planning. |  | Prepare budget recommendations – incorporating strategic goals. |
| EXECUTIVE LEADERSHIP |   | [2.21] 2 hours<br>TBD<br><br>Prep for next steps:<br>Identify common themes<br>2. Team Assigns   |  | [5.10] 2 hours<br>TBD<br><br>Formulate Strategic Goals   | If approved by Board, make any revisions and forward to Department Heads                         |   |
| FACILITATION INPUTS  | Travel<br>Desk work   | Travel<br>Facilitation<br>Desk work  | Desk work  | Facilitation<br>Meeting<br>Travel<br>Desk work   | Travel<br>Meeting<br>Desk work   |   |

TO: Honorable Eau Claire County Board of Supervisors  
FROM: Committee on Finance & Budget  
DATE: February 14, 2018  
SUB: 2018 Contingency Fund

Pursuant to Section 4.04 of the Code of General Ordinances, the following is the status of the 2018 Contingency Fund as of noon on February 14, 2018:

|                   |   |    |         |
|-------------------|---|----|---------|
| January 1, 2018   | 2018 Contingency Fund / Budget Allocation | \$ | 300,000 |
| Balance Available |   | \$ | 300,000 |

### Status of Opioid Litigation

There are currently 62 Wisconsin counties that are participating in the National Opioid Litigation. The Wisconsin Counties' cases are consolidated as part of the approximately 330 cases in the Multi-District Litigation ("MDL") pending before Judge Daniel Polster in the Northern District of Ohio (Cleveland). The MDL includes cases filed by counties, cities, Indian Tribes, hospitals, third-party payors and individuals. The primary defendants are the Opioid Manufacturers and the Opioid Distributors. In addition to these MDL cases, there are approximately 75 cases pending in state courts throughout the nation. Cases continue to be filed on a daily basis. A Plaintiff's leadership team consisting of 22 attorneys has been established to steer the MDL cases throughout the nation.

Two attorneys that are representing the Wisconsin counties are part of the Leadership Team, including the Lead Attorney Paul Hanly and Executive Committee member Erin Dickinson. Judge Polster has clearly defined his objective as attempting to resolve these lawsuits in 2018. Therefore, settlement committees have been established and will be working on a potential resolution with Judge Polster in the upcoming months. As a result of Judge Polster's current objective, dispositive motions and discovery will not take place in the immediate future. Nonetheless, it is imperative that your county continue to preserve any opioid related documents or data and assist in providing high level information to counsel related to past and future potential damages. We will be distributing additional instructions regarding document preservation in the near future.

Should you have any questions about this update, please contact Attorney Krista K. Baisch at 414.210.4367 or [kkb@cruegerdickinson.com](mailto:kkb@cruegerdickinson.com).





Eau Claire County  
DEPARTMENT OF PLANNING  
AND DEVELOPMENT  
Eau Claire County Courthouse - Room 3344  
721 Oxford Avenue  
Eau Claire, Wisconsin 54703-5212  
(715) 839-4741

Building Inspection  
839-2944  
Emergency Management  
839-4736  
Geographical Information Systems  
839-4730  
Land Conservation  
839-6226  
Land Records  
839-4742  
Land Use Management  
839-4743  
Planning  
839-5055  
Recycling  
839-2756

January 23, 2018

RECEIVED  
JAN 23 2018  
COUNTY CLERK

## Report to the Eau Claire County Board of Supervisors

The Eau Claire County Department of Planning and Development has received the following application for rezoning:

**Owner:** Jeffrey and Sheryl Hoepner

**Applicant:** Owner

**File Number:** 17-18/107

**Legal Description:** THAT PRT OF THE NW-NE LYG S OF STH 37 CONT 25.93 AC M/L CALC FROM 1988 AERIAL PHOTO & DOES NOT INCLUDE HWY & TOWN RD R/W in Section 34, T26N-R10W, Town of Brunswick, Eau Claire County, Wisconsin.

**Site Address:** W 4435 State Road 37, Eau Claire

**Date Received:** January 18, 2018

Regards,

Jeanna Allen

Administrative Specialist, Planning and Development



**Eau Claire County  
DEPARTMENT OF PLANNING  
AND DEVELOPMENT**  
Eau Claire County Courthouse - Room 3344  
721 Oxford Avenue  
Eau Claire, Wisconsin 54703-5212  
(715) 839-4741

Building Inspection  
839-2944  
Emergency Management  
839-4736  
Geographical Information Systems  
839-4730  
Land Conservation  
839-6226  
Land Records  
839-4742  
Land Use Management  
839-4743  
Planning  
839-5055  
Recycling  
839-2756

**RECEIVED  
FEB 09 2018  
COUNTY CLERK**

February 9, 2018

**Report to the Eau Claire County Board of Supervisors**

The Eau Claire County Department of Planning and Development has received the following application for rezoning:

**Owner:** Larry & Patricia Smith

**Applicant:** Owners

**File Number:** 17-18/119

**Legal Description:** SW-SE EX THE S 264' OF THE E 330' & EX COM INTERSECTION OF W LN OF HWY 53 & S LN OF SD 40 TN W 20 RDS (330') TO POB TN W 16 RDS (264') TN N 20 RDS TN E 16 RDS TN S20 RDS TO POB in Section 23, T25N-R08W, Town of Clear Creek, Eau Claire County, Wisconsin.

**Site Address:** West of US Highway 53 at the intersection of US Highway 53 and West Robin Road

**Date Received:** February 6, 2018

Regards

Jeanna Allen

Administrative Specialist, Planning and Development

**FACT SHEET**

**TO FILE NO. 17-18/100**

This ordinance is part of the requirement for adoption of the Letter of Map Amendment (LOMR) to the FIRM map panel 55035C0300E off of Barka Road in the Town of Otter Creek. The FIRM map panel is revised and is effective October, 26, 2016.

Fiscal Impact: None.

Respectfully Submitted,



Jared Grande  
Planning and Development

JG

Ordinance/17-18.100 Fact

1 Enrolled No.

2 ORDINANCE

3 File No. 17-18/100

4 TO AMEND SECTION 18.20.010.B. OF THE CODE: GENERAL PROVISIONS -

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

6  
7 SECTION 1. That paragraph a. of Appendix B of Section 18.20 of the code be created  
8 to read:

- 9
- 10 a. Letter of Map Revision, Case No. 16-05-4739X, Revision to Map Panel 55035C0300E,
- 11 Effective October 26, 2016. The effective map amends the floodplain boundary within
- 12 parts of the Town of Otter Creek.

13 ENACTED:

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20 APPROVED BY  
21 CORPORATION COUNSEL  
22 AS TO FORM  
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\_\_\_\_\_ Gary Gil  
 \_\_\_\_\_ James Dunning  
 \_\_\_\_\_ Adam Elmhaven  
 \_\_\_\_\_ Steve Pagen

Committee on Planning and Development

JG

Dated this 23 day of January, 2018.

**FACT SHEET**

**TO FILE NO. 17-18/101**

The review of Chapters 12.73 and 12.74 is part of the strategic plan process.

**Section 1.** Adds language for clarification of purpose of Chapter 12.73.

**Section 2.** Deletes language to reflect current procedure.

**Section 3.** Updates language for mandatory separation of recyclables for owners or occupants of single family and 2 to 4 unit residences by deleting references to number 6 plastics and foam polystyrene packaging.

**Section 4.** Updates language for processing of recyclables to reflect that recyclables no longer have to be separated by type by owners or occupants of single-family and 2 to 4 unit residences.

**Section 5.** Deletes language of outdated requirements related to separation of recyclables.

**Section 6.** Deletes language of outdated requirements related to separation of recyclables.

**Section 7.** Updates language for mandatory separation of recyclables for owners or occupants of non-residential facilities by deleting references to number 6 plastics and foam polystyrene packaging.

**Section 8.** Updates language for clarity.

**Section 9. & 10.** Adds a paragraph on labeling containers and renumbers the exiting paragraph on size of containers.

**Section 11.** Grammatical corrections.

**Section 12.** Adds language for clarification, makes grammatical corrections and removes outdated requirements.

**Section 13.** Changes sentence structure for clarity.

**Section 14.** Updates the code by removing a function that is not performed by the County.

**Section 15.** Updates language for mandatory separation of recyclables at multi-family residential dwellings by deleting references to number 6 plastics and foam polystyrene packaging.

**Section 16.** Removes unnecessary language.

**Section 17.** Repeals County brush disposal site regulations as the County no longer has a brush site.

Fiscal Impact: None.

Respectfully Submitted,

  
Keith R. Zehms  
Corporation Counsel

KRZ/yk

2  
3 - TO AMEND SECTION 12.73.001 OF THE CODE: PURPOSE; TO AMEND  
4 SECTION 12.73.010 C. OF THE CODE: MANDATORY SEPARATION OF YARD  
5 WASTE FROM REFUSE; TO AMEND SECTION 12.73.100 A. 6. THROUGH 11. OF  
6 THE CODE: MANDATORY SEPARATION OF RECYCLABLES BY OWNERS OR  
7 OCCUPANTS OF SINGLE FAMILY AND 2 TO 4 UNIT RESIDENCES; TO AMEND  
8 SECTION 12.73.120 A. 1. THROUGH 8. OF THE CODE: PROCESSING OF  
9 RECYCLABLES FOR COLLECTION BY A RESIDENTIAL SERVICES PROVIDER;  
10 TO REPEAL SECTION 12.73.140 B. AND D. AND RELETTER C. AS B. OF THE  
11 CODE: PREPARATION OF RECYCLABLES FOR COLLECTION BY A  
12 RESIDENTIAL SERVICE PROVIDER; TO AMEND SECTION 12.73.150 A. OF THE  
13 CODE: DEPOSITING OF RECYCLABLES AT DROP-OFF LOCATIONS BY  
14 OWNERS OR OCCUPANTS OF SINGLE-FAMILY AND 2 TO 4 UNIT  
15 RESIDENCES; TO AMEND SECTION 12.73.200 A. 7. THROUGH 12. OF THE  
16 CODE: MANDATORY SEPARATION OF RECYCLABLES BY OWNERS OR  
17 OCCUPANTS OF NON-RESIDENTIAL FACILITIES; TO AMEND SECTION  
18 12.73.210 B. & C. OF THE CODE: REQUIREMENTS FOR OWNERS OF NON-  
19 RESIDENTIAL FACILITIES IN ESTABLISHING RECYCLING PROGRAMS; TO  
20 RENUMBER SECTION 12.73.240 A. 3. OF THE CODE: REQUIREMENTS FOR  
21 NON-RESIDENTIAL FACILITIES THAT SEPARATE RECYCLABLES FROM  
22 THEIR REFUSE ON-SITE; TO CREATE SECTION 12.73.240 A. 3. OF THE CODE:  
23 REQUIREMENTS FOR NON-RESIDENTIAL FACILITIES THAT SEPARATE  
24 RECYCLABLES FROM THEIR REFUSE ON-SITE; TO AMEND SECTION  
25 12.73.240 B. 1. AND 3. OF THE CODE: REQUIREMENTS FOR NON-RESIDENTIAL  
26 FACILITIES THAT SEPARATE RECYCLABLES FROM THEIR REFUSE ON-SITE;  
27 TO AMEND SECTION 12.73.240 D. 1. AND h. OF THE CODE: REQUIREMENTS  
28 FOR NON-RESIDENTIAL FACILITIES THAT SEPARATE RECYCLABLES FROM  
29 THEIR REFUSE ON-SITE; TO AMEND SECTION 12.73.280 A. OF THE CODE:  
30 INSPECTIONS OF NON-RESIDENTIAL RECYCLING PROGRAMS; TO AMEND  
31 SECTION 12.73.290 OF THE CODE: WASTE EXCHANGE DIRECTORY; TO  
32 AMEND SECTION 12.73.300 A. 6. THROUGH 11. OF THE CODE: MANDATORY  
33 SEPARATION OF RECYCLABLES FROM REFUSE GENERATED AT MULTI-  
34 FAMILY RESIDENTIAL DWELLINGS; TO AMEND SECTION 12.73.500 OF THE  
35 CODE: MANDATORY SEPARATION OF WASTE TIRES FROM REFUSE; TO  
36 REPEAL CHAPTER 12.74 OF THE CODE: COUNTY RESIDENTIAL BRUSH  
37 DISPOSAL SITE REGULATIONS -

38  
39 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

40  
41 **SECTION 1.** That Section 12.73.001 of the code be amended to read:

42  
43 12.73.001 Purpose. It is the purpose of this chapter to establish rules for extending the  
44 useful life of county landfill sites by reducing the amount of refuse placed in landfills and  
45 ensuring the proper separation and processing of recyclables, for the conservation of natural  
46 resources, and for energy savings.  
47  
48  
49  
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1           **SECTION 2.** That Subsection C. of Section 12.73.010 of the code be amended to read:

2  
3           C. No landfill user or collector shall knowingly deposit or cause to be deposited any  
4 yard waste in any landfill, ~~unless so directed or allowed by the committee on planning and~~  
5 ~~development.~~

6  
7           **SECTION 3.** That paragraphs 6. through 11. of Subsection A. of Section 12.73.100 of  
8 the code be amended to read:

9  
10           6. Plastic containers made of number 1, number 2, number 3, number 4,  
11 number 5 and number 7 plastics and embossed or imprinted as follows:

12                   ~~△~~ ~~For~~ number 1 plastics and

13                   ~~△~~ ~~For~~ number 2 plastics

14           7. ~~Plastic containers made of number 3, number 4, number 5, number 6, and~~  
15 ~~number 7 plastics and embossed or imprinted as follows:~~

16                   ~~△~~ For number 3 plastics

17                   ~~△~~ For number 4 plastics

18                   ~~△~~ For number 5 plastics

19                   ~~△~~ For number 6 plastics

20                   ~~△~~ For number 7 plastics

21           8. ~~Foam polystyrene packaging.~~

22           97. Magazines or other materials printed on similar paper.

23           108. Corrugated cardboard.

24           119. Waste tires.

25  
26           **SECTION 4.** That paragraphs 1. through 8. of Subsection A. of Section 12.73.120 of  
27 the code be amended to read:

28           1. Aluminum containers shall be rinsed inside and out until clean and  
29 flattened, if possible.

30           2. Glass containers shall be rinsed inside and out until clean and lids and  
31 rings made of any material including metal or plastic shall be removed. Broken glass containers  
32 shall not be recycled and are considered refuse. ~~Glass may be separated by color.~~

33           3. ~~Newspapers or other materials printed on newsprint shall be placed inside~~  
34 ~~a kraft paper bag (e.g. grocery bag). Glossy inserts from newspapers shall be recycled with the~~  
35 ~~newspapers.~~ Newspapers or other materials printed on newsprint, including glossy inserts shall  
36 be clean and free of other refuse.

37           4. Plastic containers shall be rinsed inside and out until clean and lids and  
38 rings shall be removed. ~~Plastic containers may be separated according to the type of plastic.~~

39           5. Steel cans shall be rinsed inside and out until clean. Labels shall be  
40 removed. Both ends of steel cans may be removed and steel cans may be flattened.

41           6. ~~Kraft paper shall be placed inside a kraft paper bag (e.g. grocery bag).~~  
42 Kraft paper shall be clean and free of other refuse.

43           7. Bimetal cans shall be rinsed inside and out until clean and may be  
44 flattened.

45           8. ~~Magazines, catalogues and similar glossy material shall be placed inside a~~  
46 ~~kraft paper bag (e.g., grocery bag).~~ Magazines and similar material shall be clean and free of  
47 other refuse.

48  
49           **SECTION 5.** That Subsections B. & D. of Section 12.73.140 of the code be repealed  
50 and C. be relettered to B.

1           **SECTION 6.** That Subsection A. of Section 12.73.150 of the code be amended to read:

2  
3           A.     Recyclables deposited at drop-off locations by owners or occupants of single-  
4 family and 2 to 4 unit residences shall be processed in accord with 12.73.120. A. and each of the  
5 items identified in therein shall be ~~separated and~~ deposited in provided containers ~~that are~~  
6 designated for ~~each item~~ recyclables. Depositing refuse at drop-off locations is prohibited.

7  
8           **SECTION 7.** That paragraphs 7. through 12. of Subsection A. of Section 12.73.200 of  
9 the code be amended to read:

10  
11           7.     Plastic containers made of number 1, and number 2, number 3, number 4,  
12 number 5 and number 7 plastics and embossed or imprinted as follows:

13                   ♻ For number 1 plastics

14                   ♻ For number 2 plastics

15           ~~8.     Plastic containers made of number 3, number 4, number 5, number 6, and~~  
16 ~~number 7 plastics and embossed or imprinted as follows:~~

17                   ♻ For number 3 plastics

18                   ♻ For number 4 plastics

19                   ♻ For number 5 plastics

20                   ~~♻ For number 6 plastics~~

21                   ♻ For number 7 plastics

22           ~~9.     Foam polystyrene packaging.~~

23           ~~10.~~   Magazines or other materials printed on similar paper.

24           ~~11.~~   Newspapers or other material printed on newsprint.

25           ~~12.~~   Waste tires.

26  
27           **SECTION 8.** That Subsections B. & C. of Section 12.73.210 be amended to read:

28  
29           B.     Programs developed in accord with 12.73.210 A. shall ~~be developed to~~ recover  
30 the recyclables listed therein from every source of waste within a non-residential facility  
31 including, but not limited to, office waste, break room waste, processing waste and  
32 manufacturing waste.

33           C.     A contact person shall be designated ~~as the contact person~~ for the recycling  
34 program established in accord with this section.

35  
36           **SECTION 9.** That paragraph 3. of Subsection A. of Section 12.73.240 of the code be  
37 renumbered to 4.

38  
39           **SECTION 10.** That paragraph 3. of Subsection A. of Section 12.73.240 of the code be  
40 created to read:

41  
42           3.     Labeling of containers-recycling containers shall be clearly labeled for  
43 recyclables only on the top & front of the container.

44           **SECTION 11.** That paragraphs 1. and 3. of Subsection B. of Section 12.73.240 be  
45 amended to read:

46  
47           1.     The features and standards of the recycling program that has been  
48 established including but not limited to the items that must be separated in accord with  
49 12.73.200.A, the location of containers for depositing the items that must be separated, how the  
50 items must be prepared before they are deposited in appropriate containers, and the hours of



1 operation, if applicable.

2  
3 3. Reasons to reduce and recycle including, but not limited to, saving landfill  
4 space, conservation of natural resources and energy, and cost savings.

5  
6 **SECTION 12.** That subparagraph h. and paragraph 1. of Subsection D. of Section  
7 12.73.240 of the code be amended to read:

8  
9 1. Minimum processing requirements - recyclables that are separated from  
10 refuse at non-residential facilities shall be clean and free of any other refuse, particularly  
11 putrescible waste that may attract vectors and vermin or constitute hazardous or toxic waste. At  
12 a minimum, recyclables shall be processed as follows:

13  
14 h. Plastic containers shall be rinsed inside and out until clean and lids  
15 and rings shall be removed. ~~Plastic containers may be separated according to the type of plastic.~~

16  
17 **SECTION 13.** That Subsection A. of Section 12.73.280 of the code be amended to read:


18  
19 A. Yearly inspections may be conducted ~~each year~~ at multi-family dwellings in Eau  
20 Claire County where recycling programs have been established for tenants to separate their  
21 recyclables from their refuse on-site to confirm that the established recycling programs are in  
22 accord with 12.73.310 and all other applicable sections of this code. Inspections shall be  
23 conducted as follows:


24  
25 **SECTION 14.** That Section 12.73.290 of the code be amended to read:

26  
27 12.73.290 Waste Exchange Directory. Non-residential facilities in Eau Claire County  
28 may submit information to the National Materials Exchange Network (NMEN) on the type and  
29 volume of waste that they generate. The National Materials Exchange Network will maintain a  
30 directory with this information that will be available to the public. This directory will provide a  
31 mechanism for non-residential facilities to circulate information about by-products or waste that  
32 they generate that may be useful to other non-residential facilities. ~~The Eau Claire County  
33 Department of Planning and Development shall distribute information concerning the National  
34 Materials Exchange Network to businesses in Eau Claire County.~~


35  
36 **SECTION 15.** That paragraphs 6. through 11. of Subsection A. of Section 12.73.300 of  
37 the code be amended to read:


38  
39 6. Plastic containers made of number 1, number 2, number 3, number 4,  
40 number 5 and number 7 plastics and embossed or imprinted as follows:


41  for number 1 plastics and


42  for number 2 plastics;


43 ~~7. Plastic containers made of number 3, number 4, number 5, number 6, and  
44 number 7 plastics and embossed or imprinted as follows:~~

45  For number 3 plastics

46  For number 4 plastics

47  For number 5 plastics

48  For number 6 plastics

49  For number 7 plastics

50 ~~8. Foam polystyrene packaging.~~



**FACT SHEET**  
**TO FILE NO. 17-18/104**

County Code Section 3.20.001 Elected Officers and Officials Compensation, Paragraph A states:

- A. Prior to March 15th of each even numbered year the committee shall review salaries of all county elected officials and make recommendations by ordinance to the board in accordance with Wis. Stat §§ 59.22(1) for each position up for election.

State Statute 59.22 states that compensation for the four year terms need to be established before the earliest time for filing nomination papers. The earliest that nomination papers can be circulated is April 15, 2018 so the salaries will need to be set no later than the April 3, 2018 County Board meeting.

The 2016, 2017, 2018, 2019, and 2020 salaries of elected official are as follows:

B. The total annual compensation of the elected officials for calendar year 2016 shall be as follows:

- |                           |          |
|---------------------------|----------|
| 1. County clerk           | \$59,114 |
| 2. County treasurer       | \$59,114 |
| 3. Register of deeds      | \$59,114 |
| 4. Clerk of circuit court | \$71,050 |
| 5. County Sheriff         | \$94,903 |

C. The total annual compensation of the elected officials for calendar year 2017 shall be as follows:

- |                           |          |
|---------------------------|----------|
| 1. County clerk           | \$67,373 |
| 2. County treasurer       | \$67,373 |
| 3. Register of deeds      | \$67,373 |
| 4. Clerk of circuit court | \$72,116 |
| 5. County Sheriff         | \$96,326 |

D. The total annual compensation of the elected officials for calendar year 2018 shall be as follows:

- |                           |          |
|---------------------------|----------|
| 1. County clerk           | \$69,394 |
| 2. County treasurer       | \$69,394 |
| 3. Register of deeds      | \$69,394 |
| 4. Clerk of circuit court | \$73,197 |
| 5. County Sheriff         | \$97,771 |

E. The total annual compensation of the elected officials for calendar year 2019 shall be as follows:

- |                      |          |
|----------------------|----------|
| 1. County clerk      | \$71,475 |
| 2. County treasurer  | \$71,475 |
| 3. Register of deeds | \$71,475 |

F. The total annual compensation of the elected officials for calendar year 2020 shall be as follows:

- |                      |          |
|----------------------|----------|
| 1. County clerk      | \$73,620 |
| 2. County treasurer  | \$73,620 |
| 3. Register of deeds | \$73,620 |

A comparison survey completed by Wisconsin Counties for the Clerk of Circuit Court and Sheriff wages was provided to the Committee on Human Resources for their consideration. As a result the Committee on Human Resources is recommending that wages be established for the County Sheriff and Clerk of Circuit Court through January 1, 2022 as follows:

|                                      |                  |                    |                    |                    |
|--------------------------------------|------------------|--------------------|--------------------|--------------------|
| <b>Clerk of Circuit Court - 2018</b> | \$ 73,197.00     |                    |                    |                    |
| <b>County Sheriff - 2018</b>         | \$ 97,771.00     |                    |                    |                    |
| <b>Clerk of Circuit Court</b>        | <b>2019 - 6%</b> | <b>2020 - 2.5%</b> | <b>2021 - 2.5%</b> | <b>2022 - 2.5%</b> |
|                                      | \$77,588.82      | \$79,528.54        | \$81,516.75        | \$83,554.67        |
| <b>County Sheriff</b>                | <b>2019 - 6%</b> | <b>2020 - 2.5%</b> | <b>2021 - 2.5%</b> | <b>2022 - 2.5%</b> |
|                                      | \$103,637        | \$106,228          | \$108,884          | \$111,606          |

Respectfully submitted,



Jamie K. Gower  
Human Resources Director

2  
3 - TO REPEAL AND RECREATE SECTION 3.20.005 OF THE CODE:  
4 SALARIES OF ELECTED OFFICIALS; AMENDING SECTION 3.20.010 E. OF THE  
5 CODE: BENEFITS OF ELECTED OFFICIALS -  
6

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

9 SECTION 1. That Section 3.20.005 of the code be repealed and recreated to  
10 read:

11 3.20.005 Salaries of elected officers.

12 A. The salaries of all elected officers shall be paid in accordance with Chapter 4.07.

13 B. The total annual compensation of the elected officials for calendar year 2018 shall  
14 be as follows:  
15

|    |    |                        |          |
|----|----|------------------------|----------|
| 16 | 1. | County clerk           | \$69,394 |
| 17 | 2. | County treasurer       | \$69,394 |
| 18 | 3. | Register of deeds      | \$69,394 |
| 19 | 4. | Clerk of circuit court | \$73,197 |
| 20 | 5. | County sheriff         | \$97,771 |

21  
22 C. The total annual compensation of the elected officials for calendar year 2019 shall  
23 be as follows:

|    |    |                        |           |
|----|----|------------------------|-----------|
| 24 | 1. | County clerk           | \$71,475  |
| 25 | 2. | County treasurer       | \$71,475  |
| 26 | 3. | Register of deeds      | \$71,475  |
| 27 | 4. | Clerk of circuit court | \$77,589  |
| 28 | 5. | County sheriff         | \$103,637 |

29  
30 D. The total annual compensation of the elected officials for calendar year 2020 shall  
31 be as follows:

|    |    |                        |           |
|----|----|------------------------|-----------|
| 32 | 1. | County clerk           | \$73,620  |
| 33 | 2. | County treasurer       | \$73,620  |
| 34 | 3. | Register of deeds      | \$73,620  |
| 35 | 4. | Clerk of Circuit Court | \$79,529  |
| 36 | 5. | County Sheriff         | \$106,228 |

37  
38 E. The total annual compensation of the elected officials for calendar year 2021 shall  
39 be as follows:

|    |    |                        |           |
|----|----|------------------------|-----------|
| 40 | 1. | Clerk of Circuit Court | \$81,517  |
| 41 | 2. | County Sheriff         | \$108,884 |

42  
43 F. The total annual compensation of the elected officials for calendar year 2022 shall  
44 be as follows:

|    |    |                        |           |
|----|----|------------------------|-----------|
| 45 | 1. | Clerk of Circuit Court | \$83,555  |
| 46 | 2. | County Sheriff         | \$111,606 |

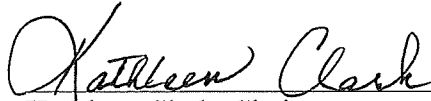
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**SECTION 2.** That Subsection E. of Section 3.20.010 of the code be amended to read:

E. The sheriff is eligible to receive reimbursement of up to \$720 for expenses incurred for the purchase of uniforms based on receipts received with monthly expense reports.

**SECTION 3.** That this ordinance be effective January 1, 2019.

I certify that the foregoing correctly represents the action taken by the undersigned committee on February 9, 2018 by a vote of 5 for, 0 against.

  
Kathleen Clark, Chair  
Committee on Human Resources

JKG/jnm

ORDINANCE/17/18-104

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

Reviewed by Finance Dept.  
for Fiscal Impact

**FACT SHEET**

**TO FILE NO. 17-18/106**

The 2000 Wisconsin Act 336 provided that beginning in 2017, effective April 18<sup>th</sup> medical examiner fees only be increased annually, not to exceed the annual percentage change in the US CPI for all Urban Consumers, U. S. City average for 12 months ending December 31<sup>st</sup>. The CPI index is 2.1% December 31, 2017. This ordinance increases the medical examiner fees for cremation permits, death certificates and disinterment and reinterment by 2.1% effective April 18, 2018.

Fiscal Impact: Additional revenue of \$2,790.76 based on 2017 statistics.

Respectfully Submitted,



Keith R. Zehms  
Corporation Counsel

KRZ/yk

Ordinance/17-18/106 Fact

1 **Enrolled No.**

**ORDINANCE**

**File No. 17-18/106**

2  
3 - TO AMEND SECTION 2.12.140 B. OF THE CODE: MEDICAL EXAMINER  
4 SYSTEM -




5  
6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:  
7

8 **SECTION 1.** That Subsection B. of Section 2.12.140 of the code be amended to  
9 read:

10  
11 B. Fees. The medical examiner and any deputies shall collect all such fees which  
12 they are entitled by law to receive, as provided in Wis. Stat. § 59.38(1). Except in situations  
13 involving indigents, ~~\$153.15~~ 156.37 shall be collected for the issuance of a cremation permit in  
14 accordance with Wis. Stat. § 59.36, ~~\$102.10~~ 104.24 as the fee for signing death certificates and  
15 ~~\$51.05~~ 52.12 for issuing a disinterment and reinterment permit pursuant to Wis. Stat. § 69.18.  
16 The finance department shall bill the appropriate funeral home directly for these fees.  
17

18 **SECTION 2.** This ordinance shall take effect April 18, 2018.  
19

20 ADOPTED:  
21

22  
23  
24   
25   
26   
27

28 APPROVED BY  
29 COMMISSIONER OF HEALTH  
30 AS TO PUBLIC HEALTH

31 Committee on Administration

32 KRZ/yk  
33

34 Dated this 13 day of February, 2018.  
35  
36  
37

38 Reviewed by Finance Dept.  
for Fiscal Impact

ORDINANCE/17-18/106



**FACT SHEET**

**TO FILE NO. 17-18/110**

This resolution provides flexibility for scheduling separate County Board meetings for work sessions on strategic plan.

Fiscal Impact: \$1,002.94 per extra meeting.

Respectfully Submitted,



Keith Zehms  
Corporation Counsel

KZ/ah

Ordinance/17-18.110 Fact

4 - TO AMEND SECTION 2.04.010 A. OF THE CODE: RULE 1—MEETING -

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

6 SECTION 1. That Subsection A. of Section 2.04.010 of the code be amended to read:

7

8

9 A. Regular meetings of the board for the purpose of transacting general business

10 shall be held on the 1st and 3rd Tuesday in March, April, May, October and December. In

11 January, February, June, July, August and September there shall be one meeting held on the 3rd

12 Tuesday of the month. In November there shall be one meeting held on the 1<sup>st</sup> Tuesday of the

13 month. All meetings will commence at 7:00 p.m., unless otherwise ordered by the board and

14 subject to recesses and adjournments to a date and time certain. If the September meeting

15 conflicts with the Wisconsin Counties Association's Annual Convention, it shall be

16 automatically moved to the 2<sup>nd</sup> Tuesday of September. Separate meetings will be scheduled for

17 work sessions on the strategic plan as needed. ~~At one or both regularly-scheduled county board~~

18 ~~meetings in May in even-numbered years, there will be a county board working session to~~

19 ~~consider and review the strategic plan.~~ Said meetings will commence at 5:00 p.m. with the

20 county board meeting to follow at 7:00 p.m. Each year all responsible parties for identified

21 strategic initiatives shall report to the county administrator the progress on items in the strategic

22 plan.

23

24

25 ADOPTED:

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31 APPROVED BY

32 CORPORATION WITH SEAL

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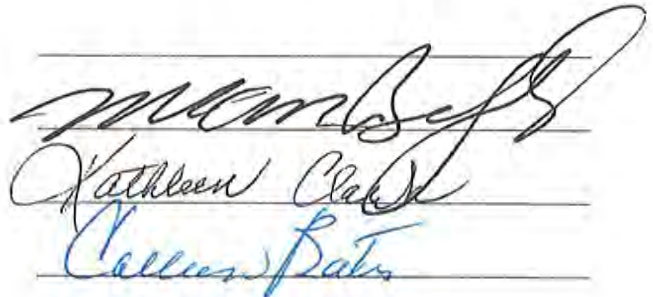
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Committee on Administration

KRZ/yk

Dated this 13 day of February, 2018.

Reviewed by Finance Dept.  
for Fiscal Impact

**FACT SHEET**

**TO FILE NO. 17-18/115**

The purpose of this ordinance is to prohibit parking in the County Government Center parking lots. As a result of adopting this ordinance violators can be ticketed and even towed if necessary.

County Parking at the Government Center/Jail complex is designated for staff and members of the public that have business with the departments located here.

Vehicles that are left in the Government Center parking lots overnight take parking spaces away from the people the lots are designated for.

Vehicles that are left in the parking lots overnight also cause difficulties with our snow removal operations.

Overnight parking will still be allowed for 24/7 operations, and for staff who leave their vehicles in the parking lots while attending a conference or training

Huber inmates who use their vehicles for work will still be allowed to park their vehicles in Lot D.

Fiscal Impact: \$0.00.

Respectfully Submitted,



Matt Theisen  
Facilities Director

MT/yk

Ordinance/17-18.115 Fact

1 **Enrolled No.**

2 **ORDINANCE**

3 **File No. 17-18/115**

4 - TO RELETTER SECTION 10.81.030 H. TO I. OF THE CODE: RESTRICTED  
5 PARKING AREAS; TO CREATE SECTION 10.81.030 H. OF THE CODE:  
6 RESTRICTED PARKING AREAS

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

8 **SECTION 1.** That Subsection H. of Section 10.81.030 of the code be relettered to I.

9 HI. The county administrator shall have the authority to restrict parking to  
10 ensure visitor access to the county courthouse regardless of the restrictions in this section.

11 **SECTION 2.** That Subsection H. of Section 10.81.030 of the code be created to read:

12 H. Visitor overnight parking in Lots A, B, C, D, E and F is prohibited.

13 **ADOPTED:**

14  
15  
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20  
21  
22  
23 APPROVED BY  
24 CORPORATE COUNSEL  
25 AS TO FORM

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Committee on Administration

KRZ/yk

Dated this 13 day of February, 2018.

ORDINANCE/17-18.115

|            |
|------------|
| FACT SHEET |
|------------|

**CONTINUATION OF WORKER'S COMPENSATION SELF-INSURANCE**

BACKGROUND. The State of Wisconsin Department of Workforce Development requires a resolution to be passed every 3 years that indicates the County's intention and agreement to self-insure for Worker's Compensation. Eau Claire County's most recent resolution was passed in 2015. Eau Claire County implemented the self-insurance workers compensation program in January 1, 1995.

The Wisconsin Worker's Compensation Act provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment. The State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development if they agree to faithfully report all compensable injuries and agree to comply with the Act and rules of the Department.

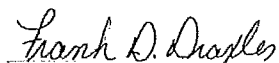
RECOMMENDATION.

I recommend that Eau Claire County continue to self-insure the worker's compensation and authorize this resolution. The County continues to save between \$100,000 and \$200,000 per year as self-insured versus purchasing insurance. The cost for the workers compensation program is charged back to departments. The county budgets for lower "estimated actual" expenses versus funding at a higher "insurance actuary" level. Cost for workers comp have increased due to rising health care cost and due to increases in excess insurance cost. On a comparable basis, the counties claims/losses have been less than average. However, at some point, the County may be faced with a year of large claims. Therefore, excess insurance is purchased to help protect the County in case of costly/catastrophic cases (claims in excess of \$550,000 each).

FISCAL NOTE.

Self insured workers compensation budget for 2018= \$517,080. This amount includes ½ of the Safety Coordinator salary and benefits (\$39,000, excess insurance (\$37,000), Direct workers comp expenses (\$435,200) and training and supplies (\$5,880).

Respectfully Submitted,



Frank D Draxler  
Director of Purchasing and Central Services

cc: Kathryn Schauf, County Administrator

FDD/nlw

4 **-REAUTHORIZATION OF SELF-INSURANCE-**

5  
6 WHEREAS, the County of Eau Claire is a qualified political subdivision of the State of  
7 Wisconsin; and

8  
9 WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers  
10 covered by the Act either insure their liability with worker's compensation insurance carriers  
11 authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities  
12 with a carrier and thereby assuming the responsibility for its own worker's compensation risk and  
13 payment; and

14  
15 WHEREAS, the State and its political subdivisions may self-insure worker's compensation  
16 without a special order from the Department of Workforce Development (Department) if they agree  
17 to report faithfully all compensable injuries and agree to comply with the Act and rules of the  
18 Department (including passing a resolution to self insure every 3 years); and

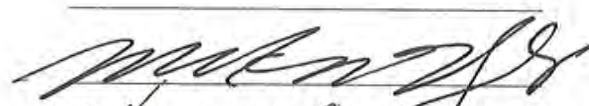
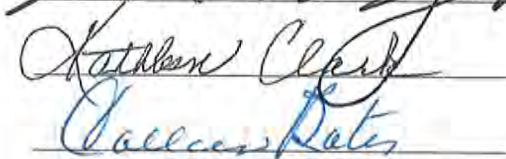
19  
20 WHEREAS, the Committee on Administration at its February 13th meeting approved the  
21 continuation of the self-insured worker's compensation program, in compliance with Wisconsin  
22 Administrative Code DWD 80.60(3); and

23  
24 NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors  
25 does ordain as follows:

- 26 (1) Provide for the continuation of a self-insured worker's compensation program
- 27 that is currently in effect.
- 28 (2) Authorize the Director of Purchasing and Central Services to forward certified
- 29 copies of this resolution to the Worker's Compensation Division, Wisconsin
- 30 Department of Workforce Development.
- 31
- 32

33 **ADOPTED:**  
34 **Reviewed by Finance Dept.**  
35 **for Fiscal Impact**

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40 **APPROVED BY**  
41 **CORPORATION COUNSEL**  
42 **AS TO FORM**

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Committee on Administration

nlw

Dated this 13th day of February, 2018.

**FACT SHEET  
TO FILE NO. 17-18/113**

**Background**

The Aging & Disability Resource Center (ADRC) operates the County elderly nutrition program known as Meals on Wheels and the Senior Dining programs. The ADRC serves roughly 78,000 meals per year, of which 88% are for homebound seniors on the Meals on Wheels program, and 12% are served at locations throughout the county. Without this program, many of Eau Claire County's seniors would not be able to live safely in their own homes.

In November 2017, the ADRC began preparing locally sourced meals made from scratch in a central kitchen located in Fall Creek. As of December 11, 2017, we had fully transitioned all participants over to receiving meals from the Fall Creek kitchen.

The ADRC has seen an increase in the number of homebound seniors utilizing Meals on Wheels since November. In 2017, we had a net gain of 148 new participants on the program of which 102 occurred during the last quarter. In 2016, the program had a net gain of 57 new participants.

January 2018 brought an additional gain of 28 new participants. This data clearly shows a direct correlation between program growth and when we began operating the central kitchen.

**Issue**

Participant growth requires more kitchen staff to supply program capacity needs. By maintaining a central kitchen, Eau Claire County has reduced the food and supply cost per meal to \$1.84, thereby increasing capacity. Former food and supply cost per meal was \$3.97 from one vendor and \$6.95 from another. The total cost per meal, including all overhead expenses, has been reduced from \$9.10/meal to \$7.03/meal which **includes** the cost of the new positions outlined below.

**Recommended Solution**

| Position                             | Current FTE | Proposed FTE | Net Change | Fiscal Impact Net Change |
|--------------------------------------|-------------|--------------|------------|--------------------------|
| Cook <sup>(1)</sup>                  | 0.73        | 1.0          | 0.27       | \$32,788                 |
| Cook <sup>(1)</sup>                  | 0.73        | 1.0          | 0.27       | \$18,886                 |
| Cook                                 |             | 0.38         | 0.38       | \$14,810                 |
| Cook                                 |             | 0.73         | 0.73       | \$28,634                 |
| Delivery Driver                      |             | 0.5          | 0.5        | \$16,251                 |
| Cook <sup>(2)</sup> (only if needed) |             | 0.73         | 0.73       | \$28,634                 |
| <i>Total</i>                         | 1.46        | 4.34         | 2.88       | \$140,003                |

<sup>(1)</sup> The fiscal impact includes all costs (wages+benefits); variations are due to differences in health care elections.

<sup>(2)</sup> The ADRC has a potential opportunity to secure a contract with a neighboring county for the provision of their meals. If this contract occurs, the ADRC will need an additional .73 FTE Nutrition Program Cook to meet the increased demand. This position would be fully funded through the contract agreement with the other county. ***If a contract is not established, this position will not be filled.***

Fiscal Impact: There is no levy impact. Fiscal impact of \$111,369 will be funded by Older Americans Act funds and program revenues. All available funds that support this program area are as follows:

| Funding Type                                       | 2018 Budget |
|--|-------------|
| Federal Older Americans Act funds                  | \$268,351   |
| Program Revenues (participant contributions, etc.) | \$364,987   |
| Required local levy match to receive Federal funds | \$28,709    |
| Total  | \$662,047   |

2  
3 - ABOLISHING TWO .73 FTE COOKS, CREATING TWO 1.0 COOKS, ONE .38 FTE  
4 COOK, ONE .73 FTE COOK, AND ONE .50 DELIVERY DRIVER;  
5 CREATING ONE .73 FTE COOK WITH CONTRACT APPROVAL –  
6

7  
8 WHEREAS, the Eau Claire County Code of General Ordinances requires that all regular  
9 positions or changes therein be submitted to the board for authorization; and  
10

11 WHEREAS, their regularly scheduled meeting on February 8, 2018 the ADRC Board  
12 approved a request from the ADRC department to abolish two .73 fte cooks and create two 1.0 fte  
13 cooks, one .38 fte cook, one .73 fte cook, one .50 fte delivery driver; creating one .73 fte cook with  
14 contract approval to better meet the operational demands of the ADRC department; and  
15

16 WHEREAS, the fiscal impact for these changes is \$140,003; however it is fully funded by  
17 the Older Americans Act funding and program revenue specified in the fact sheet.  
18

19 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board hereby approves  
20 abolishing two .73 fte cooks and creating two 1.0 fte cooks, one .38 fte cook, one .73 cook, one .50  
21 fte delivery driver, and with contract approval, creating one .73 fte cook.  
22

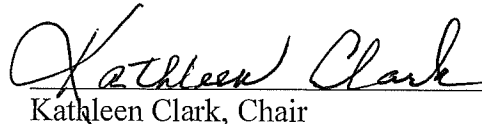
23  
24  
25 ADOPTED:

26  
27  
28 Reviewed by Finance Dept.  
29 for Fiscal Impact  
30

I certify that the foregoing correctly represents the  
action taken by the undersigned committee on  
February 9, 2018 by a vote of 5 for, 0 against.

31  
32  
33  
34  
35  
36 /JM

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

37  
38  


Kathleen Clark, Chair  
Committee on Human Resources





## Central Kitchen Updates

Prepared: January 25, 2018 by Jennifer Speckien

*\*Figures are based on the average of 21 serving days per month*

*\*Central kitchen has been fully operational since December 11, 2017*

**9,068**

**Total number of meals prepared  
between December 11, 2017 –  
January 19, 2018 (6 weeks)**

**336**

**Average number of meals  
prepared each day**

*\*Pre-central kitchen, the comparable figure  
was 297 meals per day*

**7,056**

**Average number of meals  
prepared per month**

*\*Pre-central kitchen, the comparable figure  
was 6,248 meals per month*

**\$1.84**

**Average food and supply cost per meal**

*\*Unable to determine accurate pre-central  
kitchen comparable cost since all food and supply  
costs were provided by contracted vendors*

**\$6.33**

**Total cost per meal, including all  
operational expenses**

*\*Pre-central kitchen, the comparable  
figure for total cost per meal was \$9.10*

**101**

**Number of new Meals on Wheels  
participants from November 1, 2017 –  
January 25, 2018**

*\*Pre-central kitchen, the comparable figure for  
new participants from 11/1/16-1/31/17 was 65*

## **FACT SHEET**

### **TO FILE NO. 17-18/109**

Supporting Proposed Legislation AB 475 and SB 386 changing lighting requirements for animal-drawn vehicles operated on highways

#### **SUBJECT**

This is a resolution of support regarding proposed legislation of Assembly Bill 475 and Senate Bill 386 which changes the lighting requirements for animal drawn vehicles on highways.

#### **REQUEST**

Your support of this legislation will mean that more modern lighting requirements will allow for better visibility of animal drawn vehicles. The new lighting requirements include use of strobe lights as well as increasing the number of lights needed on the rear of the animal drawn vehicles.

#### **PURPOSE / JUSTIFICATION**

This legislation was approved by the Highway Committee on January 14, 2018, and supports a bipartisan Wisconsin Senate Bill 386 and Assembly Bill 475 (already passed) that will help address the issue of Public Safety on our roadways as it relates to animal drawn vehicles, and in particular, Amish horse drawn carriages. Eau Claire County is the home of many Amish districts, with a growing Amish population since the 1970s. Nationally, and in the state of Wisconsin, the population of Amish districts generally doubles every 20 years. The number of accidents and fatalities involving these types of vehicles has been increasing over the years. Many of these accidents take place at night or during inclement weather. Sadly, some involve intoxicated and impaired automobile drivers.

According to the Wisconsin Department of Transportation, recently there have been over 30 crashes each year involving animal drawn vehicles in the state. In 2015, there were 34 crashes involving animal drawn vehicles and five fatalities. In 2016 there were 32 crashes with two fatalities.

Currently, state law calls for one white light to be mounted on the front of an animal drawn vehicle and two red lights to be mounted on the back. The lights must be visible from 500 feet.

The assembly and Senate Bill would replace the requirement for the two red lights in the rear with two yellow or amber strobing lights to be mounted on the rear of the vehicle visible from 500 feet.

To increase safety, and visibility, this is a safer alternative because a yellow or amber strobe light is a commonly understood caution light that is already used on numerous slow moving vehicles. It is more easily understood by a motorist as a sign to slow down and use caution on approach. Research also shows that these yellow or Amber strobe lights also provide better safety in unfortunate instances that involve impaired or intoxicated drivers.

Many Amish bishops and Amish district communities around the state have provided input in meetings with elected state legislators, and support these bills. This new proposed legislation also brings Wisconsin law in line with best practice safety requirements in Pennsylvania and Indiana, which have larger Amish populations.

As Representative John Spiros (86th Assembly District) commented, "The purpose of these bills is to create a safer environment on our roads, while respecting the right of all users... By requiring a more universally understood caution light, such as the yellow or amber strobing light, all motorists and users of the road will be better protected from tragedy."

Fiscal Impact: \$0.00

Respectfully Submitted,



Jon Johnson  
Highway Commissioner



David P. Mortimer, MDiv, GPC  
Supervisor, District 16  
Eau Claire County Board

Ordinance/17-18.109 Fact

4 - SUPPORTING PROPOSED LEGISLATION AB 475 AND SB 386 CHANGING  
5 LIGHTING REQUIREMENTS FOR ANIMAL-DRAWN VEHICLES OPERATED ON  
6 HIGHWAYS -

7 WHEREAS, under current law, a vehicle drawn by an animal operating during hours of  
8 darkness requires at least one front lamp or lantern white light visible from a distance of 500 feet  
9 and two rear lamps or lanterns red light visible from a distance of 500 feet; and

10  
11 WHEREAS, recent fatalities and accidents on highways in Wisconsin by animal drawn  
12 vehicles are happening due to visibility related issues; and

13  
14 WHEREAS, SB 585 amends Wis. Stat. § 347.24(2) to include lighting requirements  
15 during inclement weather, as well as striking the use of lamps or lanterns, requiring lights, and  
16 requiring strobe lighting on the rear of animal drawn vehicles.

17  
18 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board of  
19 Supervisors hereby supports Assembly Bill 475 and Senate Bill 386 changing lighting  
20 requirements for animal-drawn vehicles operated on highways.

21  
22 BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors directs  
23 the county clerk to forward this resolution to the governor, Representative Kathleen Bernier,  
24 Senator Terry Moulton, and the Wisconsin Counties Association.

25  
26 I certify that the foregoing correctly represents the  
27 action taken by the undersigned committee on  
28 January 4th, 2018 by a vote of 5 for, 0 against.

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41  
CORPORATION COUNSEL  
AS TO FORM

Ray Henning  
Ray Henning, Chair  
Highway Committee

Dated this 24 day of January, 2018.

JJ/yk

## FACT SHEET

### TO FILE NO 17-18/086

The Eau Claire National Rifle club has been operating a public shooting range on county forest land since 1948. The current lease with the club expires at the end of February, 2018.

For the last year and a half we have been working with the rifle club on negotiating a long term lease to continue operating the public range. The rifle club is hoping to do some improvements to the range over the next five years and all of the improvements would be contingent upon getting matching grants from the NRA and other organizations. In order to secure grant funding from the NRA, a minimum lease of 20 years is necessary.

By accepting this lease agreement, it assures that the public will have a range to safely shoot at for the next 20 years. The shooting range will also have increased opportunities for being open for public use with this agreement. The shooting range is also used by local law enforcement agencies for training. This is the only 600 yard range in the area and is beneficial to law enforcement agencies for long range practice.

For all hours that the range is open to the public, it will be staffed and supervised by rifle club members to ensure that safe and responsible shooting takes place.

**Fiscal Impact:** The only cost involved for the county by passing this resolution would be a commitment of up to \$2,000 to conduct a sound survey at the range. This will be used to help determine future range improvements and a best management practices sound mitigation plan.

Respectfully submitted,



Josh Pedersen  
Parks & Forest Director

4 - RATIFYING A LAND USE AGREEMENT AND PERMIT WITH THE EAU CLAIRE  
5 NATIONAL RIFLE CLUB FOR OPERATION OF THE EAU CLAIRE COUNTY RIFLE  
6 RANGE; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE  
7 AGREEMENT-

8 WHEREAS, since 1948 the Eau Claire National Rifle Club has operated a rifle range on  
9 county forest land consistent with the public right of use as defined in state statutes; and

10  
11 WHEREAS, the proposed attached Agreement is for a term of 20 years commencing January  
12 1, 2018 with two 5-year extensions upon terms that are mutually agreeable; and

13  
14 WHEREAS, the amount of land leased has been expanded to provide a safety buffer on all  
15 sides of the Range; and

16  
17 WHEREAS, the initial 20 year term will allow the Rifle Club to apply for grants from the  
18 State and other entities so that it will have sufficient funds to construct the projected range  
19 improvements listed in Appendix "D"; and

20  
21 WHEREAS, the Rifle Club will conduct a sound study June 1, 2018 and report annually  
22 orally and in writing to the Parks and Forest Committee and will utilize EPA's Best Practices to  
23 manage the Range; and

24  
25 WHEREAS, among other things the Agreement addresses the hours of use, public right of  
26 use, they types of weapons that may be used, hazardous substances, compliance with laws and  
27 maintenance, repairs and restoration of the property.

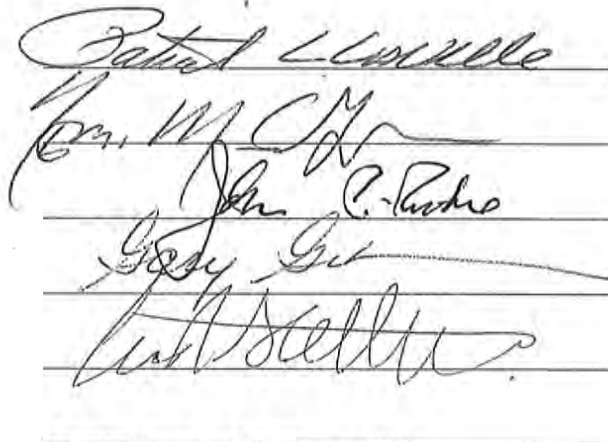
28  
29 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that  
30 the attached Land Use Agreement and Permit with the Eau Claire National Rifle Club is ratified.

31  
32 BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors authorizes  
33 the County Administrator to execute the Agreement on behalf of Eau Claire County.

34  
35 ADOPTED:

36  
37  
38 APPROVED BY  
39 CORPORATION COUNSEL  
40 AS TO FORM

41  
42  
43 Reviewed by Finance Dept.  
44 for Fiscal Impact

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Committee on Parks and Forest

KRZ/yk

Dated this 10<sup>th</sup> day of January, 2018.

# EAU CLAIRE NATIONAL RIFLE CLUB LAND USE AGREEMENT AND PERMIT

## I. PARTIES

This Agreement is between Eau Claire County, a Wisconsin quasi-municipal corporation, (“Lessor”) located at 721 Oxford Avenue, Eau Claire, WI 54703, and Eau Claire National Rifle Club, a nonstock corporation (“Lessee”).

## II. TERM OF CONTRACT

This Agreement shall commence January 1, 2018 and shall continue through December 31, 2037. This Agreement may be extended for up to two (2) additional five-year terms upon mutual agreement of both parties. In addition, this contract may be terminated in accordance with the provisions of Article(s) VI. of this Agreement.

## III. PURPOSE OF LEASE

The purpose of this lease is to permit lessee to use lands owned by the County of Eau Claire, State of Wisconsin described as follows:

*All that portion of the Southwest ¼ of Section 15, Town 27 North, Range 8 West, Eau Claire County Wisconsin, being more particularly described as: Beginning at a point on the South line of said Southwest ¼, said point being 200 feet, as measured perpendicularly, westerly of the western maintained edge of the firing range proper, thence Northeasterly, parallel with the western maintained edge of the firing range proper to a point 300’+/- northerly of the Northernmost point of the maintained edge of the firing range proper, thence along a line that is perpendicular to the western maintained edge of the firing range proper, to a point along the Westerly right-of-way of Northshore Drive, also known as County Road “QQ”, thence southerly, along said Westerly right-of-way line to a point on the South line of said Southwest ¼, thence West along said line to the Point of Beginning, the total rifle range plus buffer zone is approximately 35 acres more or less.*

in a manner consistent with Wis. Stat. § 28.11, administration of county forests, under which said lands are now entered as more clearly set forth in Appendix “A”.

## IV. LESSEE RESPONSIBILITIES

In consideration of the permit granted to use the leased Property the Lessee will do all of the following:

A. Cutting of timber. All cutting of timber products will be subject to the procedures outlined in Wis. Stats. § 28.11, and all monies received from cutting and selling timber, if any, shall be paid over to Eau Claire County.

B. Hours of use. 30 minutes before Sunrise to 20 minutes after Sunset Wednesday through Monday and Noon to 20 minutes after Sunset on Tuesday. From December 1 through February shooting will be restricted to the 100-yard range. Hours may be modified by mutual agreement. Hours will be reviewed every 5 years. Lessee will also provide perimeter boundary signs with language approved by Lessor.

C. Public right of use. This permit does not abrogate the public right of use as defined in Wis. Stats. § 28.11. The Eau Claire County Rifle Range (“Range”) shall be open to the public under supervised use from May through September on Tuesdays and Thursdays from 6:00 p.m. until sunset. The public is invited to participate in approximately 11 shooting matches annually requiring an entrance fee. The public is invited to use the Range during the deer rifle sight-in clinics the two weekends before the start of the regular deer gun season for

a nominal fee. The United States military and law enforcement agencies such as the FBI, Eau Claire County Sheriff's Office, Eau Claire Police Department, Wisconsin State Patrol and others can use the Range at no charge after coordinating their use with the Lessee during the hours of use set forth in Article IV. B. Lessee will provide a sign near the Range entrance indicating the times available for supervised (as described in the Standard Operating Procedure of the Lessee) public use of the Range. Eau Claire County through its Parks and Forest Department web site will also post the times available for supervised public use of the Range.

D. Reports. Lessee annually, in December will present an annual verbal report and written report generally in the form in Appendix "B", regarding public usage and Permittee events and activities including the number of users, days of operation open to the public, fees collected, costs of operation, safety incidents, a list of officers with addresses and contact information and a financial report to the Eau Claire County Parks and Forest Committee.

E. Use of Property. Permitted Uses:

1. The Property shall be used as firearms training facility.

2. Restrictions on Use. Firearms that exceed 6000 foot-pounds of muzzle energy and automatic weapons and semi-automatic weapons with accessory added or the weapon otherwise modified to increase the rate of fire, unless the weapon is being fired in a standard or semi-automatic mode are prohibited. Firearms shooting birdshot or shot are prohibited.

3. Hazardous Substances. Lessee shall comply with the Environment Protection Agency's most current version of the Best Management Practices for Lead at Outdoor Shooting Ranges (EPA's Best Practices) to minimize and manage lead contamination of the Property. A copy of the Best Management Practices Plan is attached as Appendix "C". On the expiration or termination of the Agreement, Lessee shall remove all lead from the Property that exceeds permissible levels at its own expense.

4. Compliance with Laws. Lessee shall, at Lessee's own cost and expense comply with all federal, state, and local statutes, ordinances, regulations, rules and requirements, relating to Lessee's use and occupancy of the Property including DNR solid waste permitting and compliance requirements for use of tires, contaminated soil, and other materials. Copies of permits shall be provided to Lessor annually. This Lease does not authorize any use of the Property in violation of applicable land use laws and regulations.

F. Maintenance, Repairs and Restoration.

1. Lessee's Obligations.

a. Any repairs necessitated by the negligence of Lessee, its agents, employees, and invitees.

b. Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in E.4.

c. The removal of lead and lead contamination from the Property that exceeds permissible levels as provided in EPA regulations-Best Management Practices for Lead at Outdoor Shooting Ranges, and payment for such removal.

2. Lessee's Duty to Restore Property. If at any time during the term of this Agreement, any improvements now or hereafter on the Property are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of lessor, this Agreement shall continue in full force and effect. In such event, Lessee shall have the option of either causing the damaged or destroyed improvement to be removed from the Property or, alternatively, Lessee may repair and restore the damaged improvements. In the event that Lessee causes the damaged or destroyed improvements to be removed from the Property, Lessee may, at Lessee's discretion, cause replacement structures to be erected on the Property.



3. Ownership of Alterations.

a. Alterations Prohibited. Lessee shall not make Alterations or improvements on the Property without first obtaining Lessor's written consent. Written consent will require plans approved by Lessor's planning and development department. All Alterations shall be made in a good and workmanlike manner, and in compliances with all laws and building codes.

b. Ownership and Removal of Alterations. Title to all Alterations or improvements, existing or hereafter constructed on the Property by Lessee shall be and remain the property of Lessee and may be removed by Lessee at expiration of this Agreement. In the event that Lessee fails to remove any Alteration located on the Property at the expiration of the Agreement, then such Alteration shall be and become the property of Lessor. However, Lessor may elect to remove such Alterations and charge the expense of such removal, and the physical damage resulting from the removed to Lessee. In the event Lessor elects to remove the Alterations, Lessor shall make its election within 60 days after expiration or termination of this Agreement and shall notify Lessee of any such election.

4. Default.

a. Failure to comply with Agreement. If Lessee fails to comply with any term or condition or fulfill any obligation of this Agreement within 20 days after written notice from Lessor specifying the nature of the default with reasonable particularity, the Lessee shall be held to have breached the terms of this Agreement. If the default is of such a nature that it cannot be completely remedied within the 20-day period, then Lessee will not be found in default as long as Lessee begins correction of the default within the 20-day period, and thereafter proceeds within reasonable diligence and in good faith to effect the remedy as soon as practicable.

b. Abandonment. Failure of Lessee to occupy the Property for 90 days or more shall result in default unless the Lessor consents to the absence in writing.

5. Termination. In the event of a default, the Agreement may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Agreement is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter and take possession of the Property. Lessor may remove any persons or property by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepted a surrender.

6. Condition of Property.

a. On expiration of the lease term, or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Property free from all lead and lead contamination in excess of permissible levels at its own expense as provided in EPA regulations-Best Management Practices for Lead at Outdoor Shooting Ranges. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless otherwise agreed by the Lessor and Lessee. Depreciation and ordinary wear and tear for the purpose for which the Property is leased shall be excepted, but repairs for which Lessee is responsible shall be completed prior to surrender.

b. All Alterations, improvements and fixtures placed on the Property during the lease term, other than Lessee's trade fixtures, shall be removed in accordance with F.3.b. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at the legal rate from the date of expenditure.

c. Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Lessee fails to do so, this failure shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by giving written notice to

Lessee within 20 days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

7. Noise. Lessee will conduct a sound survey on or before June 1, 2018, the cost of which will be shared equally with Lessor, with Lessor's share not to exceed \$2000.00. Lessee will implement a best practices sound mitigation plan, which will be incorporated into the capital improvement plan attached as Appendix "D" including the impact berm and side berms. Lessee shall construct a covered firing point on or before the date identified in the Capital Improvement Plan attached as Appendix "D" assuming funding is available, with the design approved by the Lessor.

8. Target shed. Lessee shall remove and replace the existing outbuildings with a target shed on or before the date identified in the Capital Improvement Plan attached as Exhibit "C" with the design of the replacement target shed, approved by Lessor.

9. Pit wall. The pit wall shall be replaced on or before the date identified in the Capital Improvement Plan attached as Appendix "D" assuming funding is available built to standards as approved by Lessor. Any hazardous materials removed shall be handled as set forth in E.3. and tires recycled/disposed of in accord with State and Federal law.

**V. PAYMENTS TO LESSEE**

The Lessee shall pay Lessor \$6,000 rent annually for the use of the property. All insurance costs and other costs Lessee is required to pay by this Agreement shall be considered part of the payment.

**VI. TERMINATION OF AGREEMENT**

This Agreement or any extension thereof which is mutually agreed to pursuant to Article II, may be terminated by Lessor upon default by Lessee and Lessee's failure to cure such default ninety (90) calendar days after receipt of a written notice of default from Lessor setting forth with reasonable specificity the nature of the default.

**VII. LIAISONS**

For the Lessor: Parks & Forest Director, 227 1<sup>st</sup> Street W., Altoona, WI 54720, (715) 839-4787; Email: parks-forest@co.eau-claire.wi.us, and

For the Lessee: President, Eau Claire National Rifle Club, as reflected in annual report.

**VIII. NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Lessor to: Parks & Forest Director, 227 1<sup>st</sup> Street W, Altoona, WI 54720; and upon the Lessee to: Secretary, Eau Claire National Rifle Club as reflected in annual report

**IX. INDEPENDENT LESSEE STATUS**

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

**X. INSURANCE**

The Lessee shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work. (2) Maintain liability insurance against any and all claim(s), which might occur in the carrying out of this Agreement. Minimum coverage is one million dollars (\$1,000,000.00) each occurrence, three hundred thousand (\$300,000.00) damage to rented Property and two million dollars (\$2,000,000.00) general aggregate. Lessee shall supply an 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, and shall name Lessor as an additional insured on such policies.

**XI. INDEMNIFICATION**

The Lessee shall indemnify, defend and hold harmless the Lessor, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the Lessee, in fulfilling the terms of this Agreement.

**XII. LIABILITY.**

It is mutually agreed by the Lessor and Lessee 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.

**XIII. 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 (consistent with s. 111.32 s. HSS 83.12(3), and s. HSS 83.13(6), sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment. This clause applies to Lessee membership.

**XIV. AMERICANS WITH DISABILITIES ACT COMPLIANCE**

In connection with the performance of work under this Agreement, the Lessee 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. The Lessee is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with the , a public entity. The Lessee 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, 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. The Lessee shall provide a similar notice to all its subcontractors.

**XV. 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.

**XVI. 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

**XVII. JURISDICTION AND VENUE**

The laws of the State of Wisconsin shall govern this Contract 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.

**XVIII. 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.

**XIX. STATUTORY PROTECTIONS.**

It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Lessor of any immunity, liability limitation or other protection available to the Lessor under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Lessor shall apply unless the Lessor elects otherwise.

**XX. PUBLIC RECORDS LAW**

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

**XXI. NON-ASSIGNMENT OF AGREEMENT**

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

**XXII. MODIFICATIONS TO AGREEMENT**

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

**XXIII. 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.

**XXIV. 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.

**XXV. 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 seven (7) 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 LESSOR BY:**

\_\_\_\_\_  
KATHRYN A. SCHAUF  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
(Date)

**EAU CLAIRE NATIONAL RIFLE CLUB LESSEE BY:**

\_\_\_\_\_  
LARRY CHRISTENSON  
PRESIDENT

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
TOM ZEMAITIS  
SECRETARY

\_\_\_\_\_  
(Date)

APPENDIX A



## APPENDIX B

### Eau Claire National Rifle Club

Proposed Annual Report Format  
December 31, 2016

#### Board Members

|                |                     |              |
|----------------|---------------------|--------------|
| President      | Larry Christenson   | 715-210-6112 |
| Vice President | James Melville      | 715-723-5839 |
| Secretary      | Tom Zemaitis        | 715-720-0461 |
| Treasurer      | Jeff Biegel         | 715-832-2011 |
| Exec Officer   | Mike Zwoniarkiewicz | 715-579-8236 |
| At Large       | Verdun Dvorak       | 715-797-6884 |
| At Large       | Laurie Gapko        | 715-834-3897 |

#### Financial Summary

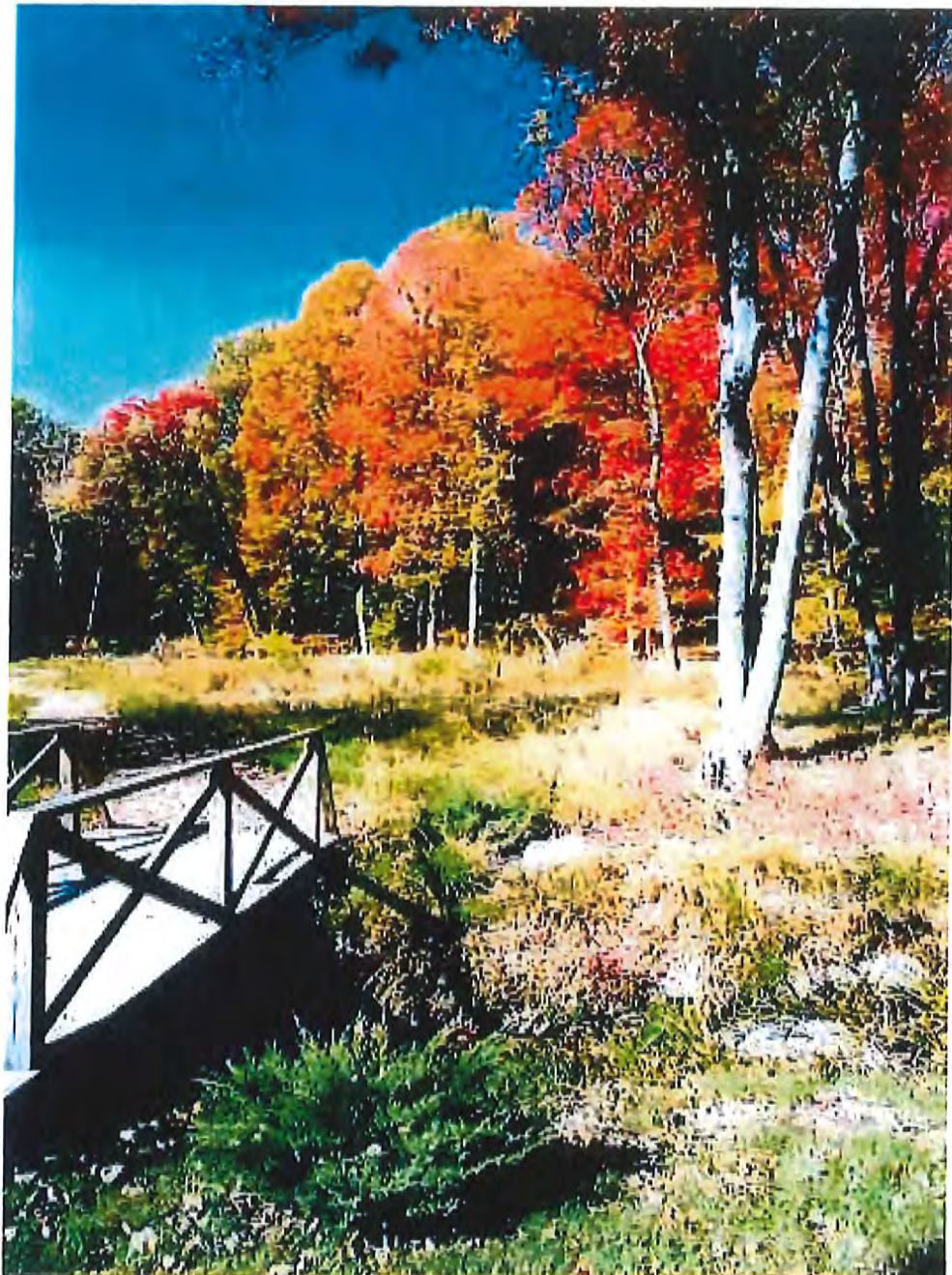
|                       | <u>2016</u> | <u>2015</u> |
|-----------------------|-------------|-------------|
| <i>Income</i>         |             |             |
| Membership dues       | \$ 2,426    | \$ 1,356    |
| High Power Matches    | \$ 5,204    | \$ 6,196    |
| Schuetzenfest Matches | \$ 3,889    | \$ 2,578    |
| Sight In Clinic       | \$ 1,865    | \$ 1,690    |
| <i>Total Income</i>   | \$ 13,384   | \$ 11,820   |

|                       |                  |                  |
|-----------------------|------------------|------------------|
| <i>Expenses</i>       |                  |                  |
| Insurance             | \$ 1,179         | \$ 1,085         |
| Range Expenses        | \$ 5,371         | \$ 3,159         |
| Highpower matches     | \$ 2,146         | \$ 2,301         |
| Schuetzenfest matches | \$ 1,798         | \$ 1,801         |
| Donations             | \$ 600           | \$ 900           |
| Taxes                 | \$ 542           | \$ 536           |
| Other                 | \$ 575           | \$ 1,270         |
|                       | <u>\$ 12,211</u> | <u>\$ 11,052</u> |
| Excess revenue        | <u>\$ 1,173</u>  | <u>\$ 768</u>    |
| Cash on Hand          | <u>\$ 20,853</u> | <u>\$ 20,693</u> |

|                                   |     |     |
|-----------------------------------|-----|-----|
| Number of Members                 |     |     |
| Number of participants in matches |     |     |
| Number at sight in clinics        | 373 | 338 |
| Number of competitive events      |     |     |
| Number of public events           |     |     |
| Member Volunteer Hours            |     |     |
| Days used by law enforcement      |     |     |
| Days used by national guard       |     |     |
| Number of Safety Incidents        |     |     |



## Best Management Practices for Lead at Outdoor Shooting Ranges





For additional copies of this manual, please contact:

United States Environmental Protection Agency  
Division of Enforcement and Compliance Assistance  
RCRA Compliance Branch  
290 Broadway, 22nd Fl.  
New York, New York 10007-1866

Tel: 212-637-4145  
Fax: 212-637-4949

Copies of this manual along with any additions or updates can also be obtained on-line at:  
<http://www.epa.gov/region2/waste/leadshot>

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Fourth Printing, June 2005

## EXHIBIT D



# Eau Claire National Rifle Club Inc.

## Projected Range Improvements

Updated January 4, 2018

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### Table of Contents

- I. Objectives**
- II. Range History**
- III. ECNRC Improvement Plans**
  - A. Phase One (Range Upgrades)**
  - B. Phase Two (Range Improvements)**
- IV. Fundraising (Grant & Club activities)**
- V. Range Improvement Site Map**



## **I. Objectives**

Eau Claire National Rifle Club (ECNRC) is committed to providing a safe and friendly shooting range for its members, law enforcement, National Guard and the public. There for it is important to continuously improve our range to make it as safe as possible.

## **II. Range History**

ECNRC current range was built around 1949. It was built for the promotion of marksmanship shooting with firearms, particularly military and gallery. The range was built as a pit style range with shooting for 100, 200, 300 and 600 yards. The pit wall was built from wood post and truck tires. Nothing has been done to improve this only replacing posts as needed. It is unknown when the main out building was built; other truck vans boxes have been added to accommodate the extra room needed as the club has evolved. The range for many years has had plantation pine surrounding it. After the trees, were harvested by the county, it left the range with little sound suppression.

## **III. ECNRC Improvement Plans**

### **A. Phase One (Range Upgrades)**

In 2014 ECNRC elected a new board. With this new board came the desire to upgrade things at the range. In 2015, a swinging gate replaced old cable gate. (Gate cost \$600 club money labor was volunteer). In 2016 fixed our impact berm. The impact berm had deep hole and was a potential safety hazard. Along with fixing the impact berm we replaced the firing point number boards and posts. (Post plywood and paint cost \$600 club money, work was volunteer) Also in 2016 an unexpected pit wall repair was needed. This was after the heavy rains we received in the fall of 2016, the rains washed out a 10-foot section. (3 new 6x6 post cost \$150 club money, work volunteer) Our next project planned for 2017 is to replace shooting benches and bring them up to ADA code and replace our range sign. (6x20 Concert pad treated wood for 6 benches \$2000 club money, work volunteer)

With the need for sound control brought to our attention an accelerated project of planting hybrid trees will be added to our 2017 Improvement list (\$200 of club money)

### **B. Phase Two (Range Improvements)**

Phase two consist of getting 25-year lease, applying for grants then starting projects when the lease and grant have been settled. The projects that would be done are as follows and in order of highest priority to lowest:

1. Replace pit wall and remove tires. (\$75,000 to \$100,000 P&R and Friends of the NRA grant, most work will be contracted)
2. Replace out buildings with one shed. (\$10,000 club money and Friends of the NRA grants, work will be mostly volunteer)
3. Side berms (Sand will be free from county, trucking cost \$10,000 club money and Friends of the NRA grant)
4. Covered 600-yard firing point (\$10,000 club money and Friends of the NRA grant, work will be volunteer)
5. Electronic Targets (\$150,000 P&R and Friends of the NRA grant along with fundraising)

#### **IV. Fundraising (Grant & Club Activities)**

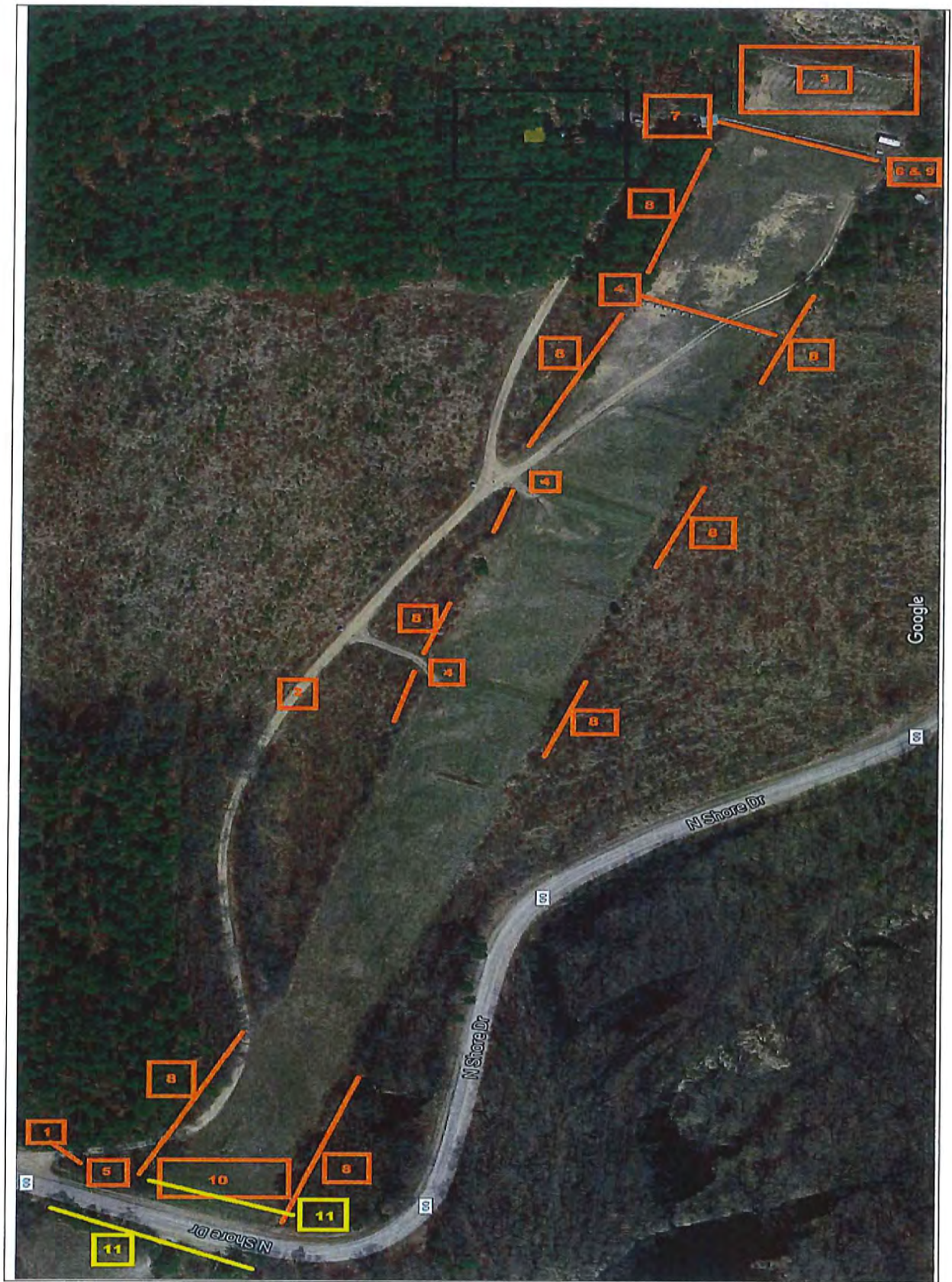
Eau Claire National Rifle Club Inc. in 2017 will start its fundraising campaign. The things we plan to do are as followed:

1. Tee shirt and hat sales
2. More memberships
3. Barbequed chicken feed
4. Vintage rifle shooting matches
5. Mini rim fire palma match
6. Business sponsored/advertisement at the range
7. Pitttmen Robertson Grant
8. Friends of the NRA
9. Eau Claire County

#### **V. Range Improvement Site Map**

The following are improvements that have been done in recent years and projected improvements:

1. 2015 a new gate was installed. **(Club money used \$600, Labor was volunteer)** This was done to improve safety in several ways and they are as follows:
  - a. Make it more visible to vehicles
  - b. Easier to lock and unlock
2. 2015 gavel was put on road. **(Club money used \$600)**
3. 2016 the impact berm was excavated to fill in impact hole, reseeded and firing point number replaced. The impact berm was reseeded and erosion netting was placed on berm. **(Excavating and landscape work was donated and grass seed, erosion mat, post and plywood \$2,000 club money)**
4. 2017 we are planning to replace shooting benches at the 100, 200 and 300-yard line. They will be made to ADA specifications. **(Estimated cost for concert and building materials \$2,000. Work will be volunteer)**
5. 2017 we are planning to replace our club sign. This will make our club more visible for the community to see. It will include our website address for the most recent updates. **(Estimated cost of \$1,000. Work will be volunteer)**
6. 2018-2019 with a 25-year lease we will apply for grants to replace the pit wall. This would be a great step forward in safety to the range. It would replace the wood post and tire wall with a concert structure like all other ranges of this type. **(\$75,000 to \$100,000 P&R and Friends of the NRA grant, most work will be contracted)**
7. 2020 a new target shed would replace all out building on property. **(\$10,000 club money and Friends of the NRA grant, work will be mostly volunteer)**
8. 2021-2025 Side berms would be added to reduce noise also reduce or eliminate bullets from leaving the range. **(Sand will be free from county, trucking cost \$10,000 club money and Friends of the NRA grant)**
9. 2027 Install electronic targets **(\$150,000 P&R and Friends of the NRA grants along with fundraising)**
10. 2025 Install covered firing points. **(\$150,000 P&R and Friends of the NRA grant along with fundraising)**
11. 2017 Plant Hybrid trees for sound abatement. **(\$200 Club Money)** Trees planted summer of 2017. Completed.



file # 17-18/111

2018 FACT SHEET - Sell back to Nathan Schultz Former Owner

| Sale     | Resolution # | Parcel Number | Buyer          | General Taxes | Special Taxes | Interest, Penalty & Expenses | Awarded Bid  | Gross Profit/Loss |
|----------|--------------|---------------|----------------|---------------|---------------|------------------------------|--------------|-------------------|
| BUY BACK | 17-18/111    | 221-09-0422   | Nathan Schultz | \$7,762.59    | \$2,168.84    | \$3,214.64                   | \$13,146.07  | \$0.00            |
|          |              |               |                |               |               |                              |              | \$0.00            |
|          |              |               |                |               |               |                              | Profit/Loss: | 0.00              |

2  
3 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO FORMER OWNER NATHAN R.  
4 SCHULTZ FOR \$13,146.07; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT  
5 CLAIM DEED ON THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO  
6 EXECUTE SAID QUIT CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY.

7  
8 WHEREAS, in accordance with the Eau Claire County Code, Chapter 4.20.100 - Sale to Former  
9 Owner; Nathan R. Schultz formally applied to purchase said property in accordance with the County  
10 Code; and

11  
12 WHEREAS, said property can be described as follows:

13  
14 Lots 4 & 5 Block 35 Pioneer Lumber Company's Addition, City of Eau Claire, Eau Claire  
15 County, Wisconsin; EXCEPT the West 52 feet thereof.

16  
17 Computer #221-09-0422, City of Eau Claire  
18 902 Vine St. Eau Claire, WI 54703

|    |                          |             |             |
|----|--------------------------|-------------|-------------|
| 19 |                          |             |             |
| 20 | Delinquent General Taxes | (2013-2017) | \$7,762.59  |
| 21 | Delinquent Special Taxes | (2013-2017) | \$2,168.84  |
| 22 | Interest and Penalties   | (2013-2017) | \$3,214.64  |
| 23 | TOTAL                    |             | \$13,146.07 |
| 24 |                          |             |             |

25 NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the  
26 sale of the aforementioned described property to Nathan R. Schultz the former owner, is hereby  
27 authorized for \$13,146.07.

28  
29 BE IT FURTHER RESOLVED that said sale must take place no later than 30 days after County Board  
30 Approval.

31  
32 BE IT FURTHER RESOLVED that the Corporation Counsel is hereby directed to prepare a quit claim deed  
33 to: Nathan R. Schultz.

34  
35 BE IT FURTHER RESOLVED that the County Clerk is hereby directed to execute said quit claim deed on  
36 behalf of Eau Claire County.

ADOPTED:

37  
38 Reviewed by Finance Dept.  
39 for Fiscal Impact  
40

41  
42 APPROVED BY  
43 CORPORATION COUNSEL  
44 AS TO FORM  
45

46  
47  
48  
49  
James O'Rourke  
W. A. Brown  
W. J. K. Olson  
Robin J. Slary

5000 Page

Committee on Finance & Budget

Dated: February 8, 2018

2  
3 -AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF  
4 JANUARY 2018

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 | Group Health Cooperative of Eau Claire | February 2018 Health Insurance Premiums                  | \$ 501,075.38 |
| 12 | Wisconsin Municipal Mutual Ins Co      | Workers Comp, Auto & General Liability, Error & Omission | \$ 247,490.69 |
| 13 | Haas Sons Inc                          | Parking Lot Construction at Beaver Creek Reserve         | \$ 156,130.26 |
| 14 | City of Eau Claire                     | January Comm Center Payment                              | \$ 136,453.33 |
| 15 | Eau Claire City County Health Dept     | January Payment  | \$ 100,039.00 |
| 16 | Heartland Business Systems             | UCS Upgrade Project Equipment                            | \$ 84,417.53  |
| 17 | Rhom Construction                      | ADRC Office Remodel/Vets Area Remodel                    | \$ 81,495.00  |
| 18 | Goodwill Industries                    | 2018 Community Agency Funding                            | \$ 77,335.00  |
| 19 | Town of Bridge Creek Treasurer         | Payment for 2017 Timber Sales Severance                  | \$ 71,513.31  |
| 20 | Athens Lumber LLC                      | New Maintenance Building                                 | \$ 65,673.00  |
| 21 | John S Olynick Inc                     | Gravel for Cork Screw Trail/Forest Roads                 | \$ 60,484.37  |
| 22 | West Central WI Regional Plan Comm     | Community Agency Funding 2018                            | \$ 57,598.00  |
| 23 | Xcel Energy                            | Courthouse/Jail Gas & Electric - December                | \$ 51,076.54  |
| 24 | Lutheran Social Services               | December CJCC Services                                   | \$ 48,833.33  |
| 25 | Ross & Associates of River Falls       | 10 Unit T-Hangar Construction                            | \$ 43,591.66  |
| 26 | Eau Claire County Humane Assoc         | January Payment  | \$ 42,765.00  |
| 27 | Correct Care Solutions Inc             | January & February Medical Services                      | \$ 84,541.48  |
| 28 | Advanced Disposal                      | December Recycling                                       | \$ 42,270.05  |
| 29 | Wisconsin Municipal Mutual Ins Co      | Sir Imprest Replenishment-Work Comp                      | \$ 41,307.81  |
| 30 | L F George Inc                         | Bobcat T770 Track Loader - Hwy                           | \$ 40,103.00  |
| 31 | Town of Wilson Treasurer               | Payment for 2017 Timber Sales Severance                  | \$ 39,929.65  |
| 32 | Fuel Service DJ's Mart LLC             | Diesel Fuel - Hwy  | \$ 38,027.54  |
| 33 | Hovland Sheet Metal Inc                | Air Handler Replace - Penthouse Annex                    | \$ 36,776.00  |
| 34 | City of Augusta                        | 2018 Community Agency Funding                            | \$ 30,000.00  |
| 35 | L E Phillips Senior Central Inc        | 2018 Community Agency Funding                            | \$ 30,000.00  |
| 36 | Universal Truck Equipment              | Purchase New Shop Service Truck - Hwy                    | \$ 28,711.75  |
| 37 | Wells Fargo Real Estate Tax Service    | Refund on property taxes - Treasurer                     | \$ 27,610.96  |
| 38 | Boxx Sanitation LLC                    | December Recycling                                       | \$ 25,563.36  |
| 39 | Scott Geske                            | Seg Reimbursement - LCD                                  | \$ 25,390.00  |
| 40 | Chippewa Valley Museum                 | 2018 Community Agency Funding                            | \$ 25,000.00  |
| 41 | Town of Fairchild Treasurer            | Payment for 2017 Timber Sales Severance                  | \$ 23,902.58  |
| 42 | Bolton Refuge House Inc                | 2018 Community Agency Funding                            | \$ 22,500.00  |
| 43 | Eau Claire Area Economic Develop       | 1st Qtr County Education                                 | \$ 22,000.00  |
| 44 | Children's Service Society of WI       | 2018 Community Agency Funding                            | \$ 20,000.00  |
| 45 | NeoGov Inc                             | Insight Enterprise Performance Eval                      | \$ 18,042.25  |
| 46 | Town of Washington Treasurer           | Purchase of a truck - Hwy                                | \$ 18,000.00  |
| 47 | Family Resource Center                 | 2018 Community Agency Funding                            | \$ 16,600.00  |
| 48 | Community Television                   | 2018 Community Agency Funding                            | \$ 16,444.00  |
| 49 | Xcel Energy                            | Terminal Electric & Gas - December                       | \$ 16,366.50  |
| 50 | Family Promise of the Chippewa Valley  | 2018 Community Agency Funding                            | \$ 15,500.00  |
| 51 | Perry Nelson & Northland Excavating    | LWRM State Cost Sharing/County Cost Sharer               | \$ 15,397.84  |
| 52 | AT&T                                   | CTH AA Land Acquire Agreement - Hwy                      | \$ 15,078.74  |
| 53 | Friends of Beaver Creek Reserve        | 2018 Community Agency Funding                            | \$ 15,000.00  |
| 54 | Wisconsin Counties Association         | DHS/Highway/County Board Membership dues                 | \$ 14,077.00  |
| 55 | Standard Insurance Company             | November 2017 Payment                                    | \$ 13,802.76  |
| 56 | Racom Corporation                      | Portable Radios - Jail                                   | \$ 13,449.39  |
| 57 | Royal Credit Union                     | Property Tax refunds                                     | \$ 13,423.73  |
| 58 | Fall Creek Care Center                 | January & February Rent - ADRC                           | \$ 13,200.00  |
| 59 | Catholic Charities                     | 2018 Community Agency Funding                            | \$ 13,000.00  |
| 60 | Waste Management Northern WI           | November Recycling                                       | \$ 12,743.68  |
| 61 | City of Eau Claire Treasurer           | November 2017 Paratransit                                | \$ 12,551.14  |
| 62 | Benedict's Refrigeration Service       | Kitchen Equipment, Belt Welder - ADRC/Sheriff            | \$ 12,118.84  |



|    |                                   |  |    |           |
|----|-----------------------------------|--|----|-----------|
| 63 | City of Eau Claire Treasurer      | Water/Storm Sewer Charges-CTHS 4th Qtr               | \$ | 12,113.10 |
| 64 | Securian Financial Group Inc      | February 2018 Life Insurance Premiums                | \$ | 12,093.48 |
| 65 | M3 Insurance Solutions Inc        | January Consulting                                   | \$ | 11,875.00 |
| 66 | Sicalco LTD                       | Calcium Chloride for de-icing Hwys - Hwy             | \$ | 11,821.32 |
| 67 | The Hanover Insurance Group Inc   | Crime Insurance Policy 1/01/18 - 1/1/19              | \$ | 11,774.00 |
| 68 | County Materials Corp             | Sand for Winter Materials - Hwy                      | \$ | 11,759.90 |
| 69 | John Eland and RM Schlosser       | LWRM State/County Cost Sharing - LCD                 | \$ | 11,742.50 |
| 70 | CDW Government Inc                | HP Desktop, Scanner, Security Training Platform - IS | \$ | 11,735.72 |
| 71 | Larson Companies                  | Truck 711 Engine Repair - Hwy                        | \$ | 11,135.72 |
| 72 | Try Inc                           | January Payment                                      | \$ | 11,134.92 |
| 73 | Lereta                            | Refund on property taxes - Treasurer                 | \$ | 10,825.72 |
| 74 | Bartingale Mechanical Inc         | HVAC Service for CTHS/Ag Center                      | \$ | 10,708.67 |
| 75 | Provyro Waste Services Inc        | December Recycling                                   | \$ | 10,399.84 |
| 76 | OpenGov Inc                       | OpenGov Reporting & Analysis                         | \$ | 10,318.06 |
| 77 | Chippewa Valley Innovation Center | Community Agency Funding 2018                        | \$ | 10,000.00 |

subtotal \$ 2,863,839.40

|     |                                       |                      |    |            |
|-----|---------------------------------------|----------------------|----|------------|
| 83  | County of Barron                      | IM Consortia Payment | \$ | 54,380.00  |
| 84  | County of Burnett                     | IM Consortia Payment | \$ | 19,831.00  |
| 85  | County of Chippewa                    | IM Consortia Payment | \$ | 67,782.00  |
| 86  | County of Douglas                     | IM Consortia Payment | \$ | 62,348.00  |
| 87  | County of Dunn                        | IM Consortia Payment | \$ | 58,069.00  |
| 88  | County of Pierce                      | IM Consortia Payment | \$ | 26,653.00  |
| 89  | County of Polk                        | IM Consortia Payment | \$ | 79,137.00  |
| 90  | County of St Croix                    | IM Consortia Payment | \$ | 51,682.00  |
| 91  | County of Washburn                    | IM Consortia Payment | \$ | 13,608.00  |
| 92  | Arbor Place Inc                       | Contracted Services  | \$ | 42,374.00  |
| 93  | Brotoloc Inc                          | Contracted Services  | \$ | 129,464.13 |
| 94  | Career Development Center             | Contracted Services  | \$ | 11,667.00  |
| 95  | Chileda Institute Inc                 | Contracted Services  | \$ | 72,207.05  |
| 96  | Clinicare Corporation                 | Contracted Services  | \$ | 28,432.14  |
| 97  | Habilitation Center                   | Contracted Services  | \$ | 13,950.00  |
| 98  | Lad Lake Inc                          | Contracted Services  | \$ | 11,041.58  |
| 99  | Lutheran Social Services              | Contracted Services  | \$ | 183,253.53 |
| 100 | New Hope Hallie Inc                   | Contracted Services  | \$ | 16,120.00  |
| 101 | New Visions Treatment Homes of WI     | Contracted Services  | \$ | 22,506.00  |
| 102 | Northwest Counsel & Guidance Clinic   | Contracted Services  | \$ | 32,156.09  |
| 103 | Northwest Passage LTD                 | Contracted Services  | \$ | 50,792.64  |
| 104 | Oconomowoc Development Training       | Contracted Services  | \$ | 15,794.54  |
| 105 | Positive Alternatives                 | Contracted Services  | \$ | 13,454.00  |
| 106 | Rawhide Inc                           | Contracted Services  | \$ | 15,196.02  |
| 107 | State of WI Dept of Corrections       | Contracted Services  | \$ | 35,972.46  |
| 108 | Trempealeau County                    | Contracted Services  | \$ | 61,705.30  |
| 109 | Trempealeau County                    | Contracted Services  | \$ | 63,408.72  |
| 110 | Vantage Point Clinic & Assessment     | Contracted Services  | \$ | 27,409.50  |
| 111 | Western Dairyland Economic Opport Inc | Contracted Services  | \$ | 15,604.55  |
| 112 | Youth Villages Inc                    | Contracted Services  | \$ | 15,500.00  |

Total \$ 1,311,499.25

Grand Total \$ 4,175,338.65

119 Jim Dunning /m  
 120 James Dunning - Chairperson  
 121 Committee on Finance and Budget  
 122  
 123  
 124

APPROVED BY  
 CORPORATION COUNSEL  
 AS TO FORM

Reviewed by Finance Dept.  
 for Fiscal Impact

**FACT SHEET**  
**File No. 17-18/116**

The Finance Department has been undergoing significant process and procedural reviews over the last year. Process changes are being implemented to ensure compliance with best practices and migration to electronic processing; providing streamlined processes that have sufficient rigor and internal controls. Concurrently, the Finance and Budget Committee, is undertaking a comprehensive policy review that informs the practices.

The end-product will be well-documented electronic processes and procedures that are consistent with the Government Finance Officer's Associations best practices. On a regular basis the Finance and Budget Committee will be forwarding Financial Policies to the Board of Supervisors for review and approval. The Financial Policy will ultimately replace portions of the county code. Sections of code that will be altered and / or eliminated will be identified with each policy brought forward.

The background (below) provides the rationale for comprehensive financial policies, that are reviewed and updated periodically.

**BACKGROUND**

Financial policies are central to a strategic, long-term approach to financial management. Some of the most powerful arguments in favor of adopting formal, written financial policies include their ability to help governments:

1. Institutionalize good financial management practices. Formal policies usually outlive their creators, and, thus, promote stability and continuity. They also prevent the need to re-invent responses to recurring issues.
2. Clarify and crystallize strategic intent for financial management. Financial policies define a shared understanding of how the organization will develop its financial practices and manage its resources to provide the best value to the community.
3. Define boundaries. Financial policies define limits on the actions staff may take. The policy framework provides the boundaries within which staff can innovate in order to realize the organization's strategic intent.
4. Support good bond ratings and thereby reduce the cost of borrowing.
5. Promote long-term and strategic thinking. The strategic intent articulated by many financial policies necessarily demands a long-term perspective from the organization.
6. Manage risks to financial condition. A key component of governance accountability is not to incur excessive risk in the pursuit of public goals. Financial policies identify important risks to financial condition.
7. Comply with established public management best practices. The Government Finance Officers Association (GFOA), through its officially adopted Best Practices endorsement of National Advisory Council on State and Local Budgeting (NACSLB) budget practices and the GFOA Distinguished Budget Presentation Award Program, has recognized financial policies as an essential part of public financial management.

**Recommendation:**

GFOA recommends that governments formally adopt financial policies. Steps to consider when making effective financial policies include (1) scope, (2) development, (3) design, (4) presentation, and (5) review.

*Source:* Downloaded from <http://www.gfoa.org/adopting-financial-policies-0>, February 5, 2018

**FINANCIAL POLICY BEING CONSIDERED: Carryforward**

The desirability of this policy is linked to effective budgeting and project management.

The Finance Department will use the policy guidelines to administer requests for carryforward of funds. Requests for carryforward will be brought in the form of a resolution to the county board no later than May.

***Fiscal Impact:*** There is no initial fiscal impact in implementing financial policies. Ultimately they result in enhanced financial management.

Respectfully Submitted

Kathryn Schauf  
Administrator

1 Enrolled No.

2 RESOLUTION

3 File No. 17-18/116

4 - FINANCIAL POLICY: CARRYFORWARDS-

5 WHEREAS, Eau Claire County through adoption of the County Code has promulgated policy  
6 and practice for financial management and practice; and

7  
8 WHEREAS, as part of the 2016 – 2018 Strategic Planning Process the Board opted to  
9 thoroughly review the county code; and

10  
11 WHEREAS, a comprehensive process review has been undertaken, which will inform needed  
12 procedural updates for policy creation resulting in improved financial management; and

13  
14 WHEREAS, it is considered prudent to create a comprehensive Financial Policy Manual to  
15 establish appropriate practices and procedures based on best practice; and

16  
17 WHEREAS, said manual will be developed through careful analysis and review of  
18 Government Finance Association best practices as relevant to comprehensive financial management;  
19 and

20  
21 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors,  
22 that Financial Policy 01-18 Carryforwards be adopted.

23  
24 BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors directs the  
25 Finance and Budget Committee to regularly review, update and maintain County Financial Policy  
26 consistent with recommended best practices, and forward to the Board for approval.  
27  
28  
29  
30

31 OFFERED BY:

32  
33 Committee on Finance and Budget  
34

35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40

\_\_\_\_\_

41 KRZ/yk

42  
43 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

RESOLUTION/17-18/116

## **BUDGET CARRYFORWARD POLICY**

---

### **Definition**

Budget carryforward refers to funds budgeted but unexpended during a budget year which are brought forward as additions to the subsequent year's budget. This policy excludes restricted funds or funds that statutorily are required to be carried forward.

### **Policy**

Eau Claire County (the County) will use budget carryforwards to ensure that citizens are not taxed twice for the same purpose. At year-end, unspent appropriations will lapse and revenues in excess of expenditures will drop to the general fund unless a carryforward is authorized by the County Board.

### **Policy Authorization**

- Action by the Committee on Finance and Budget, February 8, 2018
- Resolution xxx, February 20, 2018
- Wis. Stat. § 65.90

### **Procedure**

At the end of each fiscal year, the adopted budget for that year expires and the amounts appropriated in the adopted budget for the next year will become effective. Each department shall request carryforward of funds in writing to the Finance Department by a date to be determined by the Finance Department. The request should include the account number, the amount and a specific reason for the carryforward.

The Finance Department will provide initial approval. A resolution will be forwarded to the County Board by the Committee on Finance and Budget no later than May of each year to authorize any budget carryforwards.

To be eligible for carryforward funding, the following conditions must be satisfied:

1. Funds must be available in the requesting department's previous year's unspent balance;
2. Carryforward is needed for the completion of projects or the purchase of specific items approved in the previous year's budget but not accomplished;
3. Carryover is required to meet existing County Board policy or comply with accounting requirements.