

AGENDA

Eau Claire County Board of Supervisors
Tuesday, November 20, 2018 / 7 pm
Wednesday, November 21, 2018 / 1 pm (if needed)

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

Eau Claire County Mission Statement:

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

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

1. Call to Order

2. Honoring of the Flag and Moment of Reflection by: Supervisor Robin Leary

3. Call of the Roll

4. Approval of the Journal of Proceedings (November 7, 2018)

5. **PUBLIC HEARING ON THE ANNUAL BUDGET**

- Brief Presentation – Kathryn Schauf, County Administrator
- Public Hearing on the Proposed 2019 County Budget
- Close Public Hearing

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

- Correspondence from Corporation Counsel / Annual Budget Procedure
- Representative Warren Petryk on funding and oversight reforms

7. **BUDGET DELIBERATIONS / 1st VICE –CHAIR PRESIDES (Supervisor Colleen Bates)**

File No.

18-19/087 (1)

Report of the County Board Establishing the 2018 Tax Levy for Eau Claire County

8. **REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

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

10. **FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS**

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

Committee on Administration

File No.

18-19/077 (1)

Ratifying a Lease between Eau Claire County and Eau Claire Curling, Inc.

18-19/084 (1)

Granting a Quitclaim Deed in the Town of Seymour to close a gap in the chain of title

18-19/085 (1)

Supporting the UW-Eau Claire Science & Health Sciences Building Project

Committee on Human Resources

File No.

18-19/086 (1)

Replace One 1.0 FTE Payroll Administrator (Grade M) with One 1.0 FTE Accountant Position (Grade O)

(Committee will meet prior to the County Board at 6:30 p.m. to review resolution)

12. **REPORTS OF SELECT COMMITTEES AND SECOND READING**

13. **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**

Wednesday, November 7, 2018

The County Board of Supervisors of the County of Eau Claire convened at the Courthouse in the City of Eau Claire on Wednesday, November 7, 2018, and was called to order by Chair Nick Smiar at 7:00 p.m.

Honoring of the Flag:

- Flags provided by Boy Scout Troop 36
- Flag presentation by the United States Marine Corps, Sargent Raffaele
- National Anthem sung by Eau Claire North High School student Aligh Warren
- Speakers: Judith Ohm, WWII Historian; Kay Olson, Patriot Council Vice President

Moment of Reflection was presented by Supervisor Pat LaVelle.

Roll Call: 29 present: Supervisors Gary G. Gibson, Sandra McKinney, Joe Knight, Stella Pagonis, Carl Anton, Bert Moritz, Steve Chilson, Kevin Stelljes, Donald Mowry, Nancy Coffey, Ray L. Henning, Colleen A. Bates, Connie Russell, Judy Gatlin, Nick Smiar, Lydia Boerboom, Martha Nieman, James A. Dunning, Gerald L. Wilkie, Nathan Anderson, Mark Beckfield, Sue Miller, Robin J. Leary, Heather DeLuka, Melissa Janssen, Tami Schraufnagel, Brandon Buchanan, Kimberly A. Cronk, Patrick L. LaVelle

JOURNAL OF PROCEEDINGS (October 16, 2018)

On a motion by Supervisor Bates, seconded by Supervisor Henning, the Journal of Proceedings was approved via voice vote.

PUBLIC COMMENT

The following individuals spoke on the Veterans Honor Mall:
Richard Freitag, Liz Spencer, Pao Thoa, Dave Zien, Pat Moore

REPORTS TO THE COUNTY BOARD UNDER 2.04.320

The following written report was presented:
-Contingency Fund Report as of October 31, 2018

PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

Communication was received from State Representative, 93rd Assembly District, Warren Petryk, in response to Resolution 18-19/068 supporting an increase in county child support funding.

A rezoning request in the Town of Seymour was received from Mattoon Rentals, LLC.

There were no objections to taking up Resolution 18-19/083 at this time.

FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS

Offered by Supervisor Gibson

Resolution 18-19/083 CREATING THE SPECIAL COMMITTEE ON AG ORDINANCE REVIEW CONSISTING OF 16 MEMBERS AND TWO ALTERNATES FOR A PERIOD OF UP TO SIX MONTHS FROM OCTOBER 19, 2018 OR AS LONG AS THE MORATORIUM IS IN PLACE; AUTHORIZING THE COUNTY BOARD CHAIR TO APPOINT THE MEMBERS OF THE SPECIAL COMMITTEE WHO WILL REPORT TO THE COMMITTEE ON PLANNING AND DEVELOPMENT; ESTABLISHING THE CHARGE FOR THE SPECIAL COMMITTEE

Motion by Supervisor Dunning, seconded by Supervisor Stelljes, to suspend the rules to act on this resolution tonight. On a unanimous roll call vote, the rules were suspended.

On a motion by Supervisor Leary, seconded by Supervisor Bates, the resolution was unanimously adopted.

The Chair moved Ordinance 18-19/069 and Ordinance 18-19/071 to the following order of business without objections.

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

Committee on Planning and Development

Ordinance 18-19/069 AMENDING THE 1982 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF WASHINGTON

Motion by Supervisor Beckfield, seconded by Supervisor LaVelle, for enactment.

There were no objections to allowing Senior Planner Matt Michaels to speak.

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

Ordinance 18-19/071 AMENDING THE 1982 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF SEYMOUR

Motion by Supervisor Gatlin, seconded by Supervisor Henning, for enactment.

Supervisor DeLuka moved to postpone action; motion died for lack of a second.

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

28 ayes: Supervisors Gibson, McKinney, Knight, Pagonis, Anton, Moritz, Chilson, Stelljes, Mowry, Coffey, Henning, Bates, Russell, Gatlin, Smiar, Boerboom, Nieman, Dunning, Wilkie, Anderson, Beckfield, Miller, Leary, Janssen, Schraufnagel, Buchanan, Cronk, LaVelle

1 no: Supervisor DeLuka

Committee on Administration

Resolution 18-19/079 AUTHORIZING A DONATION OF \$450,000 TO THE EAU CLAIRE VETERANS FOUNDATION FOR THE EAU CLAIRE COUNTY VETERANS HONOR MALL

Motion by Supervisor Wilkie, seconded by Supervisor Gibson, for adoption.

There were no objections to allowing Jeff Pippenger, City of Eau Claire Community Services Director, to speak.

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

25 ayes: Supervisors Gibson, McKinney, Knight, Pagonis, Anton, Chilson, Stelljes, Mowry, Henning, Bates, Russell, Smiar, Boerboom, Dunning, Wilkie, Anderson, Beckfield, Miller, Leary, DeLuka, Janssen, Schraufnagel, Buchanan, Cronk, LaVelle

4 noes: Supervisors Moritz, Coffey, Gatlin, Nieman

Chippewa Valley Regional Airport

Resolution 18-19/075 TO REAPPLY FOR A "CLASS B" INTOXICATING LIQUOR LICENSE FOR USE IN THE RESTAURANT AND LOUNGE, CHIPPEWA VALLEY REGIONAL AIRPORT, UNDER SECTION WIS. STAT. §125.51(5)(B) 2.

Motion by Supervisor Moritz, seconded by Supervisor Janssen, for adoption.

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

Human Services Board

Resolution 18-19/076 REQUESTING INCREASED FUNDING AND OVERSIGHT REFORMS FOR WISCONSIN'S CHILD PROTECTIVE SERVICES SYSTEM

Motion by Supervisor Boerboom, seconded by Supervisor Chilson, for adoption.

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

Committee on Finance & Budget

Resolution 18-19/088 AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF OCTOBER 2018

Motion by Supervisor Anderson, seconded by Supervisor Miller, for adoption.

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

25 ayes: Supervisors Gibson, McKinney, Knight, Pagonis, Anton, Moritz, Mowry, Coffey, Henning, Bates, Russell, Gatlin, Smiar, Boerboom, Nieman, Dunning, Anderson, Miller, Leary, DeLuka, Janssen, Schraufnagel, Buchanan, Cronk, LaVelle

4 noes: Supervisors Chilson, Stelljes, Wilkie, Beckfield

Aging and Disability Resource Board

Ordinance 18-19/070 TO REPEAL AND RECREATE SECTION 2.05.611 OF THE CODE: ADRC SUBCOMMITTEE ON OLDER AMERICANS ACT PROGRAMS

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

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

Committee on Human Resources

Resolution 18-19/086 REPLACE ONE 1.0 FTE PAYROLL ADMINISTRATOR (GRADE M) WITH ONE 1.0 FTE ACCOUNTANT POSITION (GRADE O)

This resolution was withdrawn.

Committee on Finance & Budget

Resolution 18-19/050 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO FORMER OWNERS JEFFREY K. KUNZ AND DANA L. KUNZ FOR \$12,340.13; 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

Motion by Supervisor Chilson, seconded by Supervisor LaVelle, for adoption.

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

APPOINTMENTS

CONFIRMING CITIZEN APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS AND COUNCILS BY CHAIRMAN NICK SMIAR

Chair Smiar appointed members to the Special Committee on Ag Ordinance Review.

Motion by Supervisor Leary, seconded by Supervisor Anderson, for approval.

The appointments were unanimously approved via roll call vote.

The Board adjourned at 9:23 p.m.

Respectfully submitted,



Janet K. Loomis
County Clerk



OFFICE OF CORPORATION COUNSEL

EAU CLAIRE COUNTY
EAU CLAIRE COUNTY COURTHOUSE
721 OXFORD AVENUE, SUITE 3520
EAU CLAIRE, WI 54703
(715) 839-4836
FAX: (715) 839-6243



CORPORATION COUNSEL
Keith R. Zehms

ASSISTANT
CORPORATION COUNSEL
Timothy J. Sullivan
Sharon G. McIlquham
Heather M. Wolske

MEMO

TO: COUNTY BOARD
FROM: KEITH R. ZEHMS, CORPORATION COUNSEL
DATE: OCTOBER 17, 2018
SUBJECT: ANNUAL BUDGET PROCEDURE

The annual budget session will be conducted as a regular board meeting with the first vice-chair of the county board presiding over budget deliberations. The order of business for the annual meeting is listed below.

2.04.030 Rule 3--Opening of meeting.

D. Order of Business for the Annual Meeting. The order of business shall be as follows for the annual meeting:

1. Call to order;
2. Honoring of the flag and moment of reflection;
3. Call of the roll;
4. Approval of the journal of proceedings;
5. Public hearing on the annual budget;
6. Presentation of petitions, claims and communications;
7. Budget deliberations-1st vice-chair presides;
8. Reports to the county board under 2.04.320;
9. First Reading of ordinances by committees;
10. First reading of ordinances and resolutions by members;
11. Reports of standing committees, committees, commissions and boards under 2.04.160 and second reading of ordinances. The committee chair(s) responsible for reporting shall give an oral report and fact sheet by staff explaining the reasons for the committee action;
12. Reports of select committees and second reading;
13. Appointments.

KRZ/yk



Warren Petryk

State Representative • 93rd Assembly District

November 12, 2018

Eau Claire County
Janet Loomis, Clerk
721 Oxford Ave. Suite 3350
Eau Claire, WI 54703

Eau Claire County Board:

Thank you for reaching out to my office. I appreciate you sharing Eau Claire County Resolution 162-045 which requests increased funding and oversight reforms for Wisconsin's Child Protective Services System.

I will certainly keep this resolution in mind as we begin preparing for the next biennial budget.

Thank you again for your letter. As always, please do not hesitate to contact me if I can ever be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren Petryk", written over a circular stamp or seal.

Warren Petryk
State Representative
93rd Assembly District

2
3 - ADOPTING THE 2019 EAU CLAIRE COUNTY BUDGET AND TAX LEVY -
4

5 WHEREAS; the county administrator has worked with all county departments and has prepared
6 the 2019 Eau Claire County recommended budget: and,
7

8 WHEREAS, the Eau Claire County Board of Supervisors has held a public hearing, pursuant to
9 Wis. Stat. § 65.90 (4), and,
10

11 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that
12 \$34,019,076 is hereby levied against the taxable property of the County as equalized for the year 2018.
13 The breakdown of the 2018 tax levy is as follows:
14

15	City-County Health Department	\$1,214,200
16	County Aid to Bridges	50,000
17	Library levy for Non-exempt Townships	783,900
18	County Share of Refunded Taxes	735
19	All Other County Taxes/Revenues	42,770,241
20	County Sales Tax Credit	<u>(10,800,000)</u>
21		
22	TOTAL 2018 TAX LEVY	\$34,019,076

23
24 BE IT FURTHER RESOLVED that the entire \$1,214,200 appropriation for the City-County
25 Health Department is hereby levied on all parts of the County except the City of Eau Claire; and
26

27 BE IT FURTHER RESOLVED that the state tax for forestry purposes of \$0 and other states special
28 charges of \$0 be charged against all taxable property within Eau Claire County; and
29

30 BE IT FURTHER RESOLVED that a County tax levy for Library Services amounting to \$783,900
31 is hereby levied on all parts of the County except the Cities of Altoona, Augusta, Eau Claire, the Villages
32 of Fairchild and Fall Creek, and the Township of Fairchild; and
33

34 BE IT FURTHER RESOLVED that a County special charge for Inter-municipal library services
35 amounting to \$209,031 based on circulation of library materials be charged on the County Clerk's
36 apportionment to the Cities of Altoona, Augusta, Eau Claire and the Village of Fall Creek as shown below;
37 and
38

39 BE IT FURTHER RESOLVED that the County tax levy for County Aid to Bridges of \$50,000 is
40 hereby levied on all parts of the County except the City of Augusta, City of Altoona and the Village of
41 Fall Creek pursuant to Wis. Stat. § 83.065; and
42

43 BE IT FURTHER RESOLVED that a one-time chargeback for prior year refunded taxes
44 amounting to \$735 is hereby levied on all parts of the County; and
45

46 BE IT FURTHER RESOLVED that \$300,000 in unallocated general funds is hereby designated
47 to be applied to the 2019 County budget; and
48
49

1 BE IT FURTHER RESOLVED that \$10,800,000 of sales tax revenue be applied to reduce the
2 County tax levy on all parts of the County; and
3

4 BE IT FURTHER RESOLVED that the County Administrator and the County Clerk are hereby
5 authorized to correct any clerical errors that may be found in the budget document prior to the publishing
6 of this resolution.
7

8 County Special Charge for Inter-Municipal Library Services
9

10 Cities of:

11	Altoona	\$85,497
12	Augusta	5,317
13	Eau Claire	110,110
14	Village of Fall Creek	<u>8,107</u>
15	Total	\$209,031

16
17
18 County Budget Summary
19

20	Total Expenditures	\$113,593,438
21	Less: Estimated Revenues	77,906,620
22	Non-lapsing Fund Balances	
23	Applied	1,367,742
24	General Fund Balance	
25	Applied	<u>300,000</u>
26	2018 Proposed Tax Levy	\$ 34,019,076
27	2018 Proposed Tax Rate	4.063

28
29
30
31
32
33
34
35
36

ORDINANC/18-19/087

FACT SHEET

TO FILE NO. 18-19/077

In January 1995 an Agreement was made between the County, the Curling Club and the Jaycees for construction and management of the Expo Center. The Curling Club donated \$100,000, secured donated labor, equipment plus materials for construction of the Expo Center in exchange for a 25 year lease with one 5 year option period beginning July 15, 1995. The Curling Club was responsible for paying all utility costs from October 15 through April 15. Changes were made over the years in six separate Addendums including extension of the Lease for one additional year through July 14, 2021. Due to the number of addendums and other changes that needed to be made it was decided to draft a completely new lease.

Representatives of the County and the Curling Club, which is now a 501(c)3 nonprofit organization, have been meeting since January 2017 regarding a new Lease. The lease provides for 2 additional 6-year extensions in exchange for payment of \$15,000 per year rent. The HVAC system is nearing the end of its useful life; therefore, payment of \$90,000 for the first 6-year extension is due on or before July 15, 2021 or at the time the County replaces the HVAC, whichever occurs first. This will partially offset the HVAC replacement cost. This payment is nonrefundable.

The yearly start date for Curling Club use is now October 1st instead of October 15th. The Curling Club will continue to pay 100% of the utility costs from October 1st through April 15th and 60% of the cost of maintaining the ice area heaters. The Curling Club Will be able to hold fund-raising events for its operation and the use of the kitchen, meeting room and bathrooms will be available for other functions from October 1st through April 15th by mutual agreement.

The county negotiating team consisting of the county administrator, corporation counsel and parks and forest director with special expertise provided by the purchasing director and the facilities director recommend approval of this lease.

Fiscal Impact: \$180,000 over 12 years.

Respectfully Submitted,

Keith R. Zehms
Corporation Counsel

4 - RATIFYING A LEASE BETWEEN EAU CLAIRE COUNTY AND EAU CLAIRE
5 CURLING, INC. FOR UP TO 12 YEARS PAST THE EXISTING JULY 14, 2021 LEASE TERM
6 AT THE EAU CLAIRE COUNTY EXPOSITION CENTER; AUTHORIZING THE COUNTY
7 ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY
8 DOCUMENTS ON BEHALF OF EAU CLAIRE COUNTY-

9 WHEREAS, Eau Claire Curling, Inc.(Curlers) is a 501(c)(3) non-profit organization that
10 has leased space at the Eau Claire County Exposition Center (Expo) since November 1, 1995
11 through July 14, 2021 and wishes a lease arrangement for up to an additional 12 years; and
12

13 WHEREAS, representatives of Eau Claire County and Curlers have negotiated the
14 attached Lease to replace and extend the existing Lease, including the following provisions;
15

- 16 1. Term – Existing term plus up to 2 additional 6-year periods from July 15, 2021
17 through July 14, 2033. Curlers exclusive use period runs from October 1st
18 through April 15, modified to the first Monday in October if October 1st falls on a
19 Friday, Saturday or Sunday.
- 20 2. Rent –\$15,000 per year for the initial 6-year extension with a nonrefundable
21 payment of \$90,000 for the 6 years on or before July 15, 2021 or at the time the
22 County replaces the HVAC, whichever occurs first. \$15,000 per year for the
23 subsequent 6-year term.
- 24 3. Heat and Utilities—Curlers pay 100% of all utilities from October 1 through
25 April 15.
- 26 4. Use of kitchen, meeting room and bathrooms by others between October 1 and
27 April 15 – as mutually agreed between the Curlers and County.
- 28 5. Use by Curlers – includes fund-raising events where proceeds are used solely and
29 exclusively to support the operations of the Curlers.
- 30 6. Other original Lease provisions including 6 Addendums– continued as modified
31 in the negotiations process

32 NOW, THEREFORE BE IT RESOLVED, by the Eau Claire County Board of
33 Supervisors that the attached Lease for Eau Claire County Exposition Center with Eau Claire
34 Curling, Inc. between Eau Claire County and Eau Claire Curling, Inc.is ratified.
35

36 BE IT FUTHER RESOLVED, that the county administrator is authorized to execute the
37 agreement and any other necessary documents on behalf of Eau Claire County.
38

39 ADOPTED:
40
41
42
43
44
45
46
47
48
49

1 ADOPTED:

2 *[Signature]*
3 *[Signature]*
4 *[Signature]*
5 *[Signature]*
6 *[Signature]*
7 *[Signature]*
8 *[Signature]*
9 *[Signature]*
10 *[Signature]*
11 *[Signature]*

12 Committee on ~~Administration~~
13 Parks + Forest

14 Dated this 12th day of November, 2018.

15
16
17 KRZ/yk

18
19
20
21 ORDINANC/18-19.077

[Signature]
[Signature]
[Signature]
[Signature]

Committee on Parks and Forest Administration

Dated this 13 day of November, 2018.

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Finance Dept.
for Fiscal Impact

**LEASE FOR
EAU CLAIRE COUNTY EXPOSITION CENTER WITH EAU CLAIRE
CURLING, INC.**

This Lease by and between the County of Eau Claire 'Lessor', a quasi-municipal corporation duly organized under the laws of the State of Wisconsin and Eau Claire Curling, Inc. 'Lessee'. Unless otherwise specified, the Eau Claire County Committee on Administration shall act as the representative and shall stand in the position of the Lessor, as that term is used in this Agreement as to all matters of enforcement and interpretation.

**ARTICLE I
DESCRIPTION OF LEASED PREMISES.**

The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Multi-Purpose Exhibit Building from October 1st or if October 1st falls on Friday, Saturday or Sunday the first Monday in October to April 15 for curling activities. Curling activities during this time shall include fund-raising events where the proceeds are solely and exclusively used to support the operations of the Lessee. Lessee shall have exclusive use and control of the ice area, compressor room, viewing room, and locker rooms. Lessee shall also have an office on a year round basis. Lessee shall have use of the kitchen, meeting room and bathrooms. If not being used by Lessee the kitchen, meeting room and bathrooms shall be available to all approved third parties as mutually agreed between Lessor and Lessee. Lessee shall have exclusive use and control of the compressor room for their storage needs on a year round basis.

**ARTICLE II
TERM**

The term of this Lease and Lessee's obligation to pay rent hereunder shall begin November 1, 1995 through July 14, 2021. Provided it is not in default hereunder, and if the parties can agree to terms, Lessor grants the Lessee the option to extend the term of this Lease for two (2) additional successive six (6) year periods commencing July 15, 2021 for a financial commitment as set forth in IV. 1. Lessee shall notify Lessor in writing at least ninety (90) days prior to the expiration of the initial six (6) year extension or any year thereafter that Lessee wishes to terminate the Lease.

ARTICLE III
USE AND MAINTENANCE OF COMMON AREAS

The Lessor shall maintain in good condition and repair all common areas of the building, with respect to which the Lessee, its employees, guests and patrons, shall have the right of ingress to and egress from the leased premises and the use of public lavatories. Such use by the Lessee shall be subject to such reasonable Rules and Regulations relating to such use as Lessor may from time to time adopt governing the same.

The Lessor shall maintain existing driveways and parking areas as currently configured. The parking areas shall be open to employees, guests and patrons of Lessor and Lessee. Employee parking shall be regulated by the Lessor.

ARTICLE IV
RENT AND OTHER CHARGES

1. Rent.

A. In consideration of the promises of Lessee in an agreement titled Eau Claire County Fair\Festival Site Phase One Construction and Management Agreement and Lessee's payment of one dollar (\$1.00) and other good and valuable consideration there shall be no additional rental charge during the initial twenty-six (26) year contract term.

B. Rent for the initial six (6) year period shall be \$15,000 per year. Lessee shall pay Lessor \$90,000 representing the initial six (6) year extension on or before July 15, 2021 or at the time Lessor replaces the HVAC, whichever occurs first. This payment is nonrefundable.

C. Rent for the subsequent six (6) year term shall be \$15,000 per year paid annually, on or before July 15th beginning in 2027.

2. Heat and Utilities. The Lessee shall be responsible for one hundred percent (100%) of all utility charges incurred from October 1 through April 15 including, but not limited to electricity, water, sewer, heat, garbage, and telephone. All parties shall provide their own telephone service. Utilities of the Multi-Purpose Exhibit Building shall be separately metered.

ARTICLE V
ALTERATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES

1. Maintenance by Lessor.

A. The Lessor shall keep and maintain the foundations, roof and structural components of the demised premises, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, guests and patrons.

B. The Lessor shall keep and maintain in good condition and repair all portions of the building not demised to the Lessee, and the common areas, service and parking areas. Common areas shall include entryways, bathrooms, the tile floor adjacent to the meeting room, and the meeting room.

2. Maintenance by Lessee.

A. Lessee shall be responsible for routine maintenance and janitorial services. Such services shall include routine cleaning of glass and floors and disposal of trash and, if necessary, periodic washing of walls and fixtures. Lessee shall have the entire facility cleaned prior to the end of the curling season on April 15 and Lessor shall have the entire facility cleaned prior to the beginning of the curling season on October 1. Lessee shall be responsible for any damage caused to equipment while using the facility and such damage shall be immediately reported to Lessor.

3. Alterations, Installations. Lessee shall not make or cause to be made any alterations, additions, or improvements or installations, or make any changes to the building unless it is previously granted the express written permission of the Lessor, executed with the same formality as this Agreement. Such permission shall not be unreasonably withheld.

4. Liens and Obligations. Lessee shall not create or permit others to create any lien or obligation against Lessor by reason of making repairs or installing material, fixtures or equipment, and further agrees to hold the Lessor harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Lessee's occupancy of the leased premises.

**ARTICLE VI
DESTRUCTION OF LEASED PREMISES**

In the event that the premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the said repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event that the leased premises are rendered wholly unfit for use by the Lessee, the Lessee has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, Lessee may consider the Lease Agreement to have terminated. In case the leased premises should be rendered partially unfit for use by the Lessee by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises has been destroyed, the Lessee may remove from the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and the Lessee remains in possession, rent shall abate to the extent that the Lessee is deprived of the full,

normal use thereof.

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

1. Fire and Liability Insurance. The Lessee agrees to indemnify and hold harmless the Lessor, its employees and agents from any and all liability, cost and expense for loss or damage to the property and injury to or the death of any person, by whomever sustained, which may occur on the leased premises or which may be occasioned by, any action of the Lessee, its employees or agents.

The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force fire and products and general liability insurance for the leased premises and shall furnish the Lessor with a Certificate of such insurance, with respect to which the Lessor shall be named as an additional insured.

COVERAGE:	(Minimum)
Bodily Injury & Property Damage	\$1,000,000.00
General Liability - includes product & fire liability (Fire legal liability - \$50,000.00)	\$1,000,000.00

The Lessee shall carry worker's compensation coverage for its employees and agents as required by state law.

The Lessor shall not be liable for any injuries to persons or damage to or loss of property for any cause whatsoever in the leased premises and the Lessee must furnish a waiver of subrogation to the Lessor.

2. Co-Indemnification. The parties hereto shall be liable for their own acts and negligence and each agrees to indemnify the other for any losses, damages, costs or expense, including litigation expenses paid or sustained by reason of the act or negligence of the other.

**ARTICLE VIII
NONDISCRIMINATION**

The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, age or handicap in the use of the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

**ARTICLE IX
INDEPENDENT PROVIDER STATUS**

The relationship of the Lessee to the Lessor shall be that of an independent contractor. The Lessee shall perform this Agreement through its own means and according to its own methods, free from any control of the Lessor to the manner and method of its professional 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.

ARTICLE X
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.

ARTICLE XI
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.

ARTICLE XII
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 receipt of final payment under this agreement.

ARTICLE XIII
GENERAL PROVISIONS

1. Assignment or Subletting. The Lessee agrees that it will not assign this lease or sublet the demised premises or any part thereof, without the prior written consent of the Lessor, which will not be unreasonably withheld.

2. Right of Inspection. The Lessor reserves the right to inspect the leased premises and equipment at any reasonable time and interval for any purpose consistent with its rights as Lessor.

3. Breaches - Nonwaiver. Neither the failure of Lessor to strictly enforce all of the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee, nor delay on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to Lessor by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of the Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be necessarily incurred in such proceedings.

4. Default. If either party should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days' written notice, the other party may terminate its performance under this Lease without prejudice to its right to recover damages against the defaulting party. In the event that the Lessee is in default the Lessor may, in the payment of rent or due to willful or malicious injury to the leased premises, the Lessor may, with or without the service of notice, declare the Lease to be void and re-enter the premises to expel the Lessee, using such force as may be necessary, without prejudice to any remedies which the Lessor might have to collect arrears of rent.

5. Quiet Possession. The Lessor agrees that upon the payment of the rent and performance of the herein expressed covenants and agreements on the part of the Lessee, the Lessee shall have and enjoy the leased premises and all rights and privileges with respect to the leased premises, its appurtenances and facilities herein granted.

6. Notice. Notices required or advisable under the terms of this Lease shall be communicated in writing by either personal delivery or certified mail to the following named representatives of the parties hereto:

LESSOR: County Administrator
Eau Claire County
721 Oxford Avenue, Suite 3520
Eau Claire, WI. 54703

LESSEE: President
Eau Claire Curling Club, Inc.

P. O. Box 1381

Eau Claire, WI 54702-1381

7. Modification. This Lease shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.

8. 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.

9. Alcohol on Premises. No fermented malt or alcoholic beverages shall be consumed on the leased premises, unless the use of all alcoholic or fermented malt beverages is in accord with Chapter 125, Wis. Stats., Chapters 9.80 and 9.90 of the Eau Claire County Code and applicable ordinances of the City of Eau Claire.

10. Unlawful Use of the Premises. The Lessee shall keep and use the premises for the purposes described herein and for no other or any unlawful purpose, whatsoever.

11. Smoking. Chapter 9.60 of the County Code prohibits smoking in all buildings located on the Fair Festival Site.

12. Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon within County-Owned Building. Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county-owned buildings. Lessee agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. Lessee agrees to promptly report any violations of this prohibition to law enforcement personnel. The County agrees to sign the leased premise so as to give reasonable notice of the weapons restriction to all persons entering the leased premises.”

13. Hazardous Waste and Load Limits. No hazardous waste shall be stored in the ice area nor vehicles or equipment exceeding load limits of the concrete slab. The Lessee shall be solely responsible for any damage caused by hazardous waste or vehicles or equipment exceeding load limits from October 1 to April 15 and Lessor is solely responsible from April 15 to October 1.

14. Equipment. The Lessee shall have exclusive use and control of the compressor and associated cooling equipment and ice area heaters and shall be responsible for maintaining the

compressor and associated cooling equipment. The Lessee shall pay sixty percent (60%) and the Lessor shall pay forty percent (40%) of the cost of maintaining the ice area heaters. The Lessee shall own the compressor and associated cooling equipment and be responsible for insuring and replacing same.

15. Trophy Case. The Lessee shall be allowed to maintain a trophy case not to exceed two and one-half (2½)feet deep by five (5) feet wide by floor to ceiling in length in the Meeting\Club Room as approved by Lessor.

16. Rental of Facilities. The Lessee shall be considered a non-profit group contracting for facilities other than those listed above and shall be billed according to the non-profit group rates in effect.

17. Address. The address of this facility shall be 5530 Fairview Drive, Eau Claire, Wisconsin, 54701.

18. Integration. This Lease, consisting of eight (8) typewritten pages constitutes the entire agreement of the parties hereto including exhibits and shall supersede all prior written or oral agreements relating to the subject matter hereof.

19. Authority to Enter into Lease. By signing below, the parties affirm and acknowledge that they have read and understand this Lease and its Attachments, if any, consisting of eight (8) typewritten pages; they have authority to enter into this Lease on behalf of the Entity, Corporation, or Lessor they are signing for; they are knowingly, freely, and voluntarily entering into this Lease; and that they accept and agree to be bound by the terms and conditions of this Lease and its Attachments as outlined in this Lease.

**EAU CLAIRE COUNTY, LESSOR
BY:**

KATHRYN A. SCHAUF
COUNTY ADMINISTRATOR

Subscribed & sworn to before me
this _____ day of _____ .

Notary Public
My Commission Expires:_____

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**

PRESIDENT
CNTX 128

Subscribed & sworn to before me
this _____ day of _____ .

Notary Public
My Commission Expires:_____



OFFICE OF CORPORATION COUNSEL

EAU CLAIRE COUNTY

EAU CLAIRE COUNTY COURTHOUSE

721 OXFORD AVE., SUITE 3520

EAU CLAIRE, WI 54703

PH: (715) 839-4836 Fax: (715) 839-6243



ASSISTANT

CORPORATION COUNSEL

Timothy J. Sullivan

Sharon G. McIlquham

Richard A. Eaton

CORPORATION COUNSEL

Keith R. Zehms

FACT SHEET

RESOLUTION # 18-19/084. GRANTING A QUITCLAIM DEED IN THE TOWN OF SEYMOUR

Recently, this office was contacted by Vinopal Title and Abstract about closing the gap in the chain of title to a parcel of land located in the Town of Seymour.

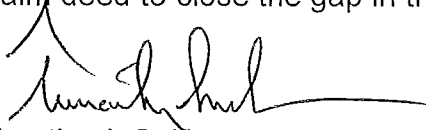
In the past, when an individual received old age assistance from the county a lien was placed on any property they owned including real estate. This lien was a way of securing repayment of the benefits received from the county. On April 14, 1970, two warranty deeds, for the same parcel of land located in the Town of Seymour were granted by Virginia Harrington and Frances Harrington, in satisfaction of an old age assistance lien, to the Eau Claire County Department of Public Welfare. These two deeds have been recorded with the Office of the Register of Deeds.

Between April 14, 1970, and January 28, 1992, no deeds were recorded in the Office of Register of Deeds for this parcel of land. On January 28, 1992 a Personal Representative's Deed was recorded by Laverne J. Magadance on behalf of the estate of Frank C. Magadance. Since January 1992, this parcel of land has been owned by either Laverne Magadance or Magadance LLC. The lack of a deed from Eau Claire County (or the Department of Public Welfare) creates a gap in the chain of title.

As a means of trying to determine what happened to this parcel of land after Eau Claire County acquired ownership in April 1970, I asked the Department of Human Services and the Office of the County Clerk to review their records to try and determine if there were any records showing a sale of this parcel by Eau Claire County. Neither Department was able to locate any records related to this parcel. I also conducted a title search in the Office of the Register of Deeds and was unable to locate any recorded deeds between April 1970 and January 1992. Finally, I contacted the Treasurer's Office to determine if they had any records that might indicate the year when the Magadance's began paying taxes. The oldest year they had records for was the year 1996. It should be noted that the taxes are current and have been paid regularly every year since 1996.

Eau Claire County for a period of more than 20 years has listed either Laverne Magadance or Magadance LLC as the owner of this parcel on the tax records. It is likely that at some time in the past the parcel was deeded to Frank Magadance from either the Department of Public Welfare or Eau Claire County and that he, for whatever reason, did not record the deed. (Note - The County Clerk did find an instance where Eau Claire County had granted a deed to Frank Magadance for an adjoining parcel of land, where he did not record that deed).

It is the recommendation of this office that the County Board approve the request for the quit claim deed to close the gap in the chain of title.

A handwritten signature in black ink, appearing to read "Timothy J. Sullivan", with a long horizontal flourish extending to the right.

Timothy J. Sullivan
Assistant Corporation Counsel
TJS

4 - GRANTING A QUIT CLAIM DEED IN THE TOWN OF SEYMOUR TO CLOSE A
5 GAP IN THE CHAIN OF TITLE -
6
7
8

9 WHEREAS, On April 28, 1970 and April 14, 1970 two separate deeds were signed by
10 Virginia Harrington and Frances Harrington granting warranty deeds to the Eau Claire County
11 Department of Public Welfare, as satisfaction for old age assistance, for a parcel of land located in
12 the Town of Seymour and described as follows:
13

14 *Those portions of the Southeast Quarter (SE1/4 of the Southwest Quarter (SW1/4 of Section*
15 *10, Township 27 North, Range 9 West, more fully described as follows: Commencing one rod*
16 *North of the Southwest corner of said forty; thence East 8 rod; thence North 12 rods; thence*
17 *East 29 rods; thence South 13 rods; thence West to the place of beginning, and; Beginning 6*
18 *rod North of the Southwest corner of said forty; then North 7 1/4 rods; thence West 30 rods;*
19 *thence South 7 1/4 rods; thence East to the place of beginning; and,*
20

21 WHEREAS, after reviewing the records of the Register of Deeds, no deeds have been
22 recorded from either Eau Claire County or the Eau Claire County Department of Public Welfare
23 since receiving it in April 1970. Further, a review of the records of the Department of Human
24 Services and the Office of the County Clerk was unable to locate an unrecorded deed wherein the
25 above referenced parcel was transferred from the County to another party, and,
26

27 WHEREAS, on January 28, 1992, a personal representatives deed from the estate of Frank C.
28 Magadance to Laverne Magadance was recorded in the Office of the Register of Deeds, with the
29 same legal description as the parcel received from Frances and Virginia Harrington, suggesting that
30 at some time between April 1970 and January 1992, Eau Claire County deeded the property to Frank
31 C. Magadance; and,
32

33 WHEREAS, a review of the tax records for this parcel indicate the parcel continues to be in
34 the name of Magadance LLC, and prior to that was in the name of Frank and/or Laverne Magadance.
35 The Magadance family has held the property and paid taxes on the property since sometime in early
36 1990's and possibly before that time; and,
37

38 WHEREAS, based on the documents of record it appears that there is a gap in the chain of
39 title between when it was owned by Eau Claire County and when it was owned by Frank C.
40 Magadance. As such, Vinopal Title an Abstract has requested that Eau Claire County execute a quit
41 claim deed to the estate of Frank C. Magadance to close the gap in the title.
42

43 NOW THEREFORE BE IT RESOLVED. Eau Claire County will grant a quit claim deed
44 to the estate of Frank C. Magadance, Sr. for the purpose of closing the gap in the chain of title for
45 the above described parcel of land; and,
46

47 BE IT FURTHER RESOLVED, the County Clerk is authorized to sign all documents
48 necessary to complete the transfer of title.
49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Colleen Butts
Mark Brown
Ray L. Montgomery
J. Donald Wilkie

Committee on Administration

TJS

Dated this 13 day of November, 2018.

ORDINANC/18-19/084

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Finance Dept.
for Fiscal Impact

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Eau Claire County f/k/a Eau Claire County Department of Public Welfare

("Grantor," whether one or more),
and Estate of Frank C. Magadance, Sr.

("Grantee," whether one or more).

Grantor, quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Eau Claire County, State of Wisconsin ("Property")

(if more space is needed, please attach addendum):

Those portions of the SE 1/4 of the SW 1/4 of Section 10, Township 27 North, Range 9 West, more fully described as follows: Commencing one rod North of the Southwest corner of said forty; thence East 8 rods; thence North 12 rods; thence East 29 rods; thence South 13 rods; thence West to the place of beginning,

AND

Beginning 6 rods North of the Southeast corner of said 40; thence North 7 1/4 rods; thence West 30 rods; thence South 7 1/4 rods; thence East to the place of beginning.

NOTE: This deed is executed to correct a gap in the chain of title.

Recording Area

Name and Return Address

Estate of Frank C. Magadance, Sr.
7121 S. Shore Drive
Altoona, WI 54720

020-1085-01-000

Parcel Identification Number (PIN)

This IS NOT homestead property.
(~~is~~) (is not)

Dated _____

* (SEAL) _____ (SEAL)

* (SEAL) _____ (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Michael J. Vinopal
Attorney at Law

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

STATE BAR OF WISCONSIN

FORM No. 3-2003

*Type name below signatures.

FACT SHEET

TO FILE NO. 18-19/085

This resolution supports the UW-Eau Claire Science and Health Services building project to replace Phillips Hall for the reasons articulated in the resolution. There is **no** requirement or request for County funding. The following local and area organizations have endorsed the UWEC Science and Health Services building project.

- Momentum West
- Eau Claire Area Economic Development Corporation
- Chippewa County Economic Development Corporation
- Barron County Economic Development Corporation
- Eau Claire Area Chamber of Commerce
- Eau Claire Area School District Board of Education
- Eau Claire City Council

Fiscal Impact: None.

Respectfully Submitted,

Keith R. Zehms
Corporation counsel

KZ/yk

Ordinance/18-19.085 Fact

4 - SUPPORTING THE UW-EAU CLAIRE SCIENCE AND HEALTH SCIENCES
5 BUILDING PROJECT.-

6 WHEREAS, the University of Wisconsin-Eau Claire has a significant impact on the
7 recruitment and retention of high-talent students to northwestern Wisconsin and,

8
9 WHEREAS, UW-Eau Claire's science, technology, engineering, and mathematics
10 (STEM) and health sciences graduates possess crucial skillsets that meet talent needs for this
11 region; and

12
13 WHEREAS, UW-Eau Claire's current science building, Phillips Hall, was constructed in
14 1963 and 1966 and was not designed to accommodate modern scientific instruction and inquiry;
15 and

16
17 WHEREAS, Phillips Hall's infrastructure is so obsolete and inefficient that, while it is
18 only one of 33 buildings maintained by UW-Eau Claire, it accounts for 27 percent of all annual
19 campus work orders; and

20
21 WHEREAS, Phillips Hall's teaching and research spaces are inflexible and do not allow
22 for the interdisciplinary collaboration with outside industries that typify a modern STEM
23 education; and

24
25 WHEREAS, conducting research alongside industry partners provides valuable
26 experience to undergraduates that, in turn, makes them more attractive to prospective employers;
27 and

28
29 WHEREAS, these experiences also expose students to professional settings and business
30 organizations in the surrounding area, increasing the likelihood that they choose to live and work
31 in this region after graduation; and

32
33 WHEREAS, the inability to meet the existing demand for academic research and
34 laboratory spaces is a challenge for industry innovation and student recruitment and retention; and

35
36 WHEREAS, the UW System Board of Regents has approved a plan to replace Phillips
37 Hall with a new UW-Eau Claire Science and Health Sciences building; and

38
39 WHEREAS, UW-Eau Claire's Science and Health Sciences building project requires
40 \$109 million in the 2019-21 state budget, including approval for \$13.7 million in private
41 philanthropy; and

42
43 WHEREAS, this building project requires advanced enumeration of \$147 million in the
44 2021-23 budget, bringing the project's total budget to \$256 million; and

45
46 WHEREAS, providing state funding for a new Science and Health Sciences building at
47 UW-Eau Claire would allow for the construction of critical economic infrastructure to support
48 northwestern Wisconsin's talent recruitment and retention needs in STEM and health sciences
49 fields; and

Science & Health Sciences

BUILDING PROJECT

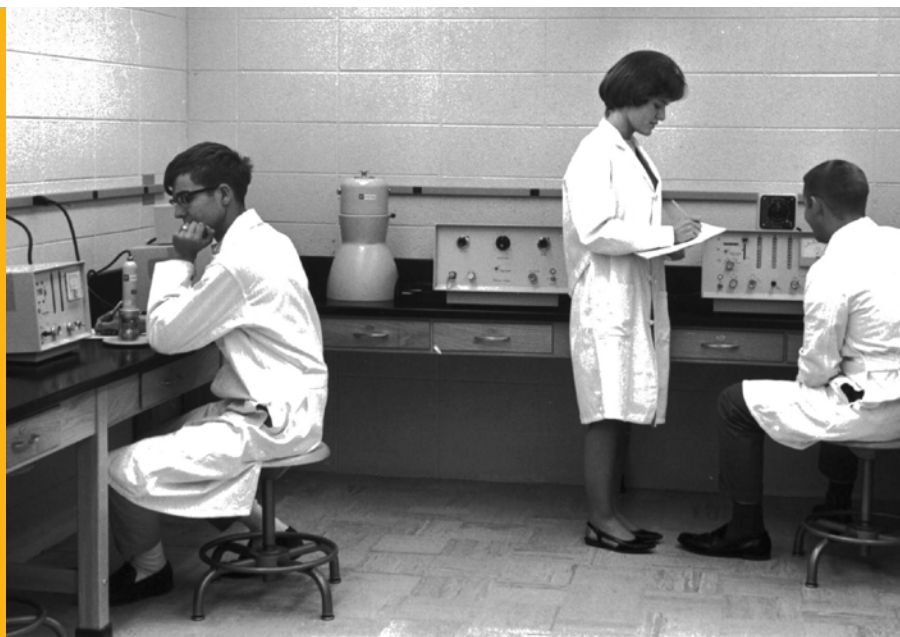


Preparing for the Future

Replacing Phillips Hall, a 60-year-old outdated, failing building, will allow our incredible students to work in state-of-the-art laboratories and help the university continue to be a national leader in undergraduate research. UW-Eau Claire's new Science and Health Sciences Building will be a catalyst for the talent and workforce development of northwestern Wisconsin's STEM, healthcare and innovation industries. The new building calls for \$109 million in the 2019-21 state budget and advanced enumeration of \$147 million in the 2021-23 budget.

AN OBSOLETE STRUCTURE

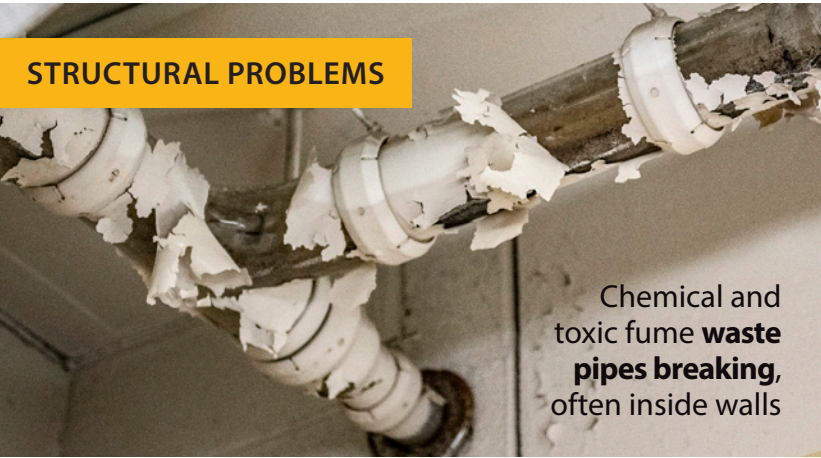
- Phillips Hall is **one of 33 campus buildings**, but accounts for **27% of annual work orders**
- **HVAC system fails to provide adequate climate control** for research equipment and building occupant comfort
- Nearly **1,300 original single-pane windows** and **43 exterior doors** create humidity and temperature control problems
- **No fire sprinkler system**
- **Least efficient and most expensive:** Phillips (1963) has **26 air handlers**, Centennial Hall (2014) has **two**
- Research spaces **lack dedicated exhaust systems**, but low floor-to-floor height prevents HVAC renovation
- Live load at **one-third** the current industry standard: heavy equipment limited to first floor
- **Inefficient use of space** from additions and courtyard—long hallways, redundant stairs, plumbing, mechanical/electrical spaces
- **Hallways converted to research spaces** to meet existing demand
- **Roof leaks** from structural defects and rooftop penetrations
- Hallways are used as return air plenums, **recirculating fumes** from labs into hallways
- **Lacks secure spaces** for proprietary information used in collaborative research with industries
- Uninterrupted power supply maxed out: **electrical glitches** jeopardize sensitive equipment, **100 ft. extension cords needed** to preserve research samples



Supporting Northwest Wisconsin

The 2010-2030 Campus Master Plan found flexible, functional laboratories and research spaces where STEM and pre-professional health students could work alongside experts in their fields to be vital to our region's future. Mayo Clinic's Master Collaborative Research Agreement with UW-Eau Claire allows for students, doctors, and researchers to work closely, but Phillips Hall lacks space for this relationship to flourish. Addressing the current facility's extensive structural and functional problems through renovation would be cost prohibitive and fail to remedy the building's most fundamental issues.

STRUCTURAL PROBLEMS



Chemical and toxic fume **waste pipes breaking**, often inside walls

FUNCTIONALITY ISSUES



Former closets used for equipment storage and research space



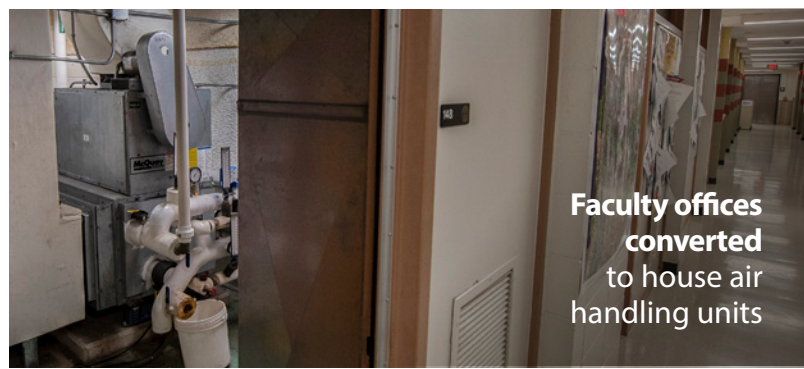
Ongoing **infestation issues:** mice, wasps, bees, and bats



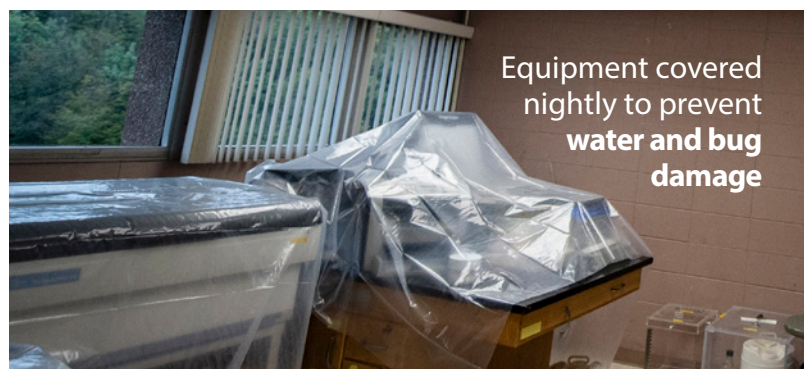
Insufficient lighting and ventilation in crowded makeshift laboratory spaces



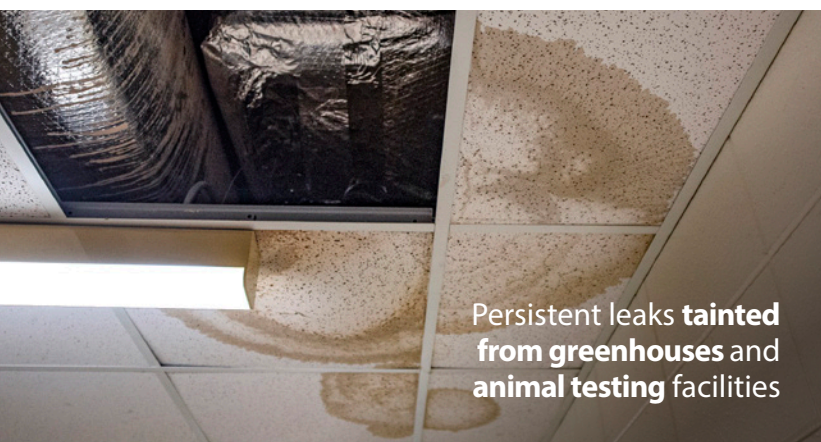
Vulnerable to **numerous leaks, mold** from rooftop ductwork and breaches



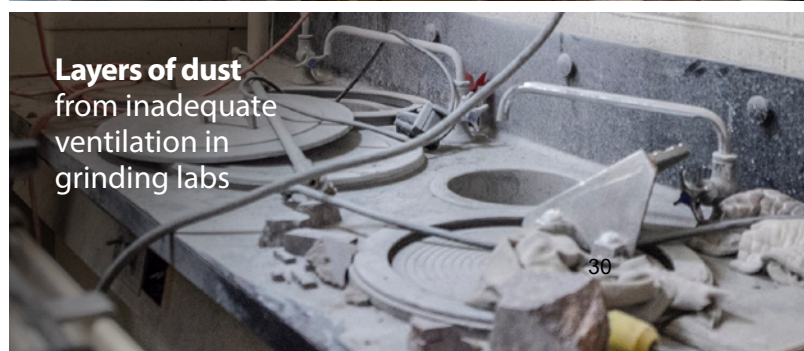
Faculty offices converted to house air handling units



Equipment covered nightly to prevent **water and bug damage**



Persistent leaks **tainted from greenhouses and animal testing facilities**



Layers of dust from inadequate ventilation in grinding labs

UW-Eau Claire's new Science & Health Sciences building

Frequently Asked Questions

Why a new Science & Health Sciences building?

The Chippewa Valley is poised to become a leading provider of healthcare services throughout northwestern Wisconsin. With the new collaborative research agreement between two of the region's strongest assets—the University of Wisconsin-Eau Claire and Mayo Clinic Health System—the combined focus on education, research and patient care will be a powerful driver for economic development and quality of life improvement. The foundation for this collaboration has already been laid, with outstanding faculty, student researchers and physician scientists ready and able to advance innovation and spark new opportunities for business development. But world-class innovation requires facilities that will meet the twenty-first century demands for creative space, interdisciplinary work and advanced technology. Supporting this regional catalyst requires a focused reinvestment in the facilities that will make the vision possible.

Where did this idea come from?

The proposed new Science & Health Sciences building is in direct response to the growing needs of UW-Eau Claire's exemplary STEM programs and the unique opportunities presented by the Mayo Clinic Health System collaboration—only the second in the world. But the idea for a new facility is not new—replacing aging science facilities has been a priority since the 2010-2030 Campus Master Plan was presented to the Board of Regents in 2011. In preparation for the 2019-21 state budget process, UW-Eau Claire has worked with consultants to create a feasibility study that considers the needs of all affected academic departments as well as feedback from their faculty and students.

What's wrong with UW-Eau Claire's current science building?

Phillips Hall was built in two phases in 1963 and 1966, around the time many science buildings across the country sprang up as a reaction to the Soviet Union's Sputnik space program. Unsurprisingly, this Sputnik-Era science building is no longer meeting the needs of a modern STEM education facility, or for innovative collaborations. The architects of 1963 could not possibly have imagined the advances in science and science pedagogy the subsequent 55 years would see. However, the single-purpose laboratories, large lecture spaces, and cramped laboratories they designed are still in use. The building's footprint is too small to accommodate existing academic demand, and labs cannot accept donations of new equipment without removing existing, functional equipment. The aged facility is also grossly inefficient: of the 33 buildings maintained by facilities management, roughly 27% of all annual work hours are spent chasing leaks and equipment issues in Phillips. This is because, in part, the building's envelope is severely compromised and its design prevents easy repairs.

A new science facility is needed to allow for the cross-disciplinary collaborations between students and faculty, as well as students and industry partners, that typify a modern STEM education.

Still, why not explore renovation instead of a completely new building?

Phillips Hall's piecemeal construction and dated design have created lasting structural issues that cannot be addressed by anything short of a full reconstruction, which would be more expensive and less effective than building a new Science & Health Sciences facility.

For instance, Phillips Hall lacks necessary ventilation for the types of research that take place in its laboratories. The building's piecemeal HVAC system struggles to maintain temperature and humidity requirements to ensure expensive equipment can function, and its hallways were designed as air returns which greatly increases the risk of contaminating classrooms with chemicals from laboratory spaces. However, the building's low floor-to-floor height means that installing an entirely new HVAC system with proper ventilation equipment would lower the floor-to-ceiling height to six feet in some areas. Additionally, the floors were only built to support 50 pounds per square foot, meaning the building's live-load capacity is only one third the industry-standard for science buildings. As a result, heavy equipment can only be housed on the building's first floor where space is already at a premium. For departments like Materials Science & Engineering, this means that donations of new equipment must either be rejected or come at the expense of mothballing an otherwise functional piece of equipment to make room. This equipment isn't safe in Phillips, however, as the building's uninterrupted power supply (UPS) is maxed out, meaning that student research and equipment integrity is threatened by every small power outage. Facilities management has to run hundreds of feet of extension cords through the building to prevent research materials kept in refrigerators from being compromised during electrical outages. Phillips Hall's ongoing operation is academically and infrastructurally unsustainable.

Even if the building's HVAC and floor capacity issues could be fixed, the space would still be too small to deal with existing academic demand, let alone allow for any growth potential. With numerous industry partnerships in place, including a master collaborative research agreement with Mayo Clinic Health System, Phillips Hall is unable to accommodate the hands-on research experiences that students looking to work in health sciences and STEM fields need in their undergraduate experience.

How much will this building cost, and how will it be paid for?

The UW System's 2019-21 capital budget request calls for the project to be built in two phases using seamless enumeration. This means that, while funding will be spread over two state budgets, the second phase will be requested and pre-enumerated at the same time as the first to allow for continuous construction. The first phase of funding is requested for enumeration in the 2019-21 state budget and totals \$109 million, with the second phase in the 2021-23 budget totaling \$147 million. The overall building total is \$256 million spread over two budget biennia. This figure includes projected inflation, design and management fees, donated funds, and a 10% construction contingency fund.

How many students will benefit from this new building?

UW-Eau Claire's degree requirements prescribe that every student must take at least two classes in the natural sciences, one of which must include a laboratory experience. Currently, most of these classes occur in Phillips Hall and an average of 5,600 unique students have a class in Phillips Hall every academic year. Investing in a new Science & Health Sciences building will provide a strong base for classes that benefit all UW-Eau Claire students as well as those majoring in STEM, pre-med, and nursing fields.

Where will the new science building go? Will this impact existing campus buildings?

The Campus Master Plan calls for the new Science & Health Sciences building to be constructed on the existing site of the Katherine Thomas and Putnam residence halls along the Chippewa River. These halls, built in 1953 and 1956 respectively, are the oldest residence halls on campus and are at the end of their useful lives. Renovating them would require massive reinvestment to see marginal returns. Projects like the new upper-campus residence hall, renovations of existing residence halls, and public/private partnerships like Haymarket Landing and Aspenson Mogenson Hall are a better investment to provide suitable housing for students who wish to live in university facilities.

Also, in accordance with the Campus Master Plan, the Garfield Avenue redesign project overhauled below-ground utilities to support a Science & Health Sciences building of this nature. The redesign ensures the building would have access to natural gas lines and also positions the academic STEM hub of the campus near the new outdoor classroom and an entrance to the Putnam Park State Natural Area.

How is Mayo Clinic Health System involved in the project?

UW-Eau Claire and Mayo Clinic Health System entered in a master collaborative research agreement in June of 2017, but Phillips Hall lacks the space and technical capacity for this arrangement to flourish. The new Sciences and Health Sciences building has the potential to contain dedicated research space for undergraduate students to collaborate with Mayo Clinic Health System researchers. If the building is funded by the state, this research space will be supported by private fundraising. This development will help the two institutions advance their innovative collaboration and leverage their collective resources to advance health sciences education and improve quality of care for patients in Northwestern Wisconsin.

**FACT SHEET
TO FILE NO. 18/19-086**

Background

The Finance department has experienced transition and personnel changes over the past year. As a result, the Finance Director is recommending a change be made to the classification of a position pending the upcoming departure within the department to provide more robust support to the organization as whole. With the implementation of NetTime, the transitioning of invoice entry to departments, and the internal preparation of financial statements, the Finance department is moving from more transactional support to analysis and financial support. The movement to provide more analytical support in addition to greater fund analysis precipitates the need to require the change in classification for this position to assist in that transition.

Finance Request

Finance is requesting the following position modifications:

- 1) Abolish 1.0 FTE Payroll Administrator – Grade M
- 2) Create a 1.0 FTE Accountant – Grade O

Fiscal Impact: The 2018 fiscal impact based on a start date of December 3rd will be \$577. The 2019 fiscal impact would be \$6,921 funded by a reduction in Services & Supplies within the 2019 Finance budget. The fiscal impacts are based on step 3 for each respective grade.

Respectfully Submitted,



**Norbert Kirk
Finance Director**

**Jamie Gower
Human Resources Director**

1 Enrolled No.

2 RESOLUTION

3 File No. 18-19/086

4 - REPLACE ONE 1.0 FTE PAYROLL ADMINSTRATOR (GRADE M) WITH ONE 1.0 FTE
5 ACCOUNTANT POSITION (GRADE O) –
6

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

10 WHEREAS, at their regularly scheduled meeting on November 5, 2018, and November 20,
11 2018 the committees on finance and budget and human resources respectively approved a request
12 from the Finance Department to replace one 1.0 FTE Payroll Administrator position with one 1.0
13 FTE Accountant position; and
14

15 WHEREAS, the total 2018 fiscal impact is \$576 funded by tax levy, and the total 2019 fiscal
16 impact is \$6,921 funded by a reduction in Services & Supplies within the 2019 Finance budget; and
17

18 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board hereby approves
19 to replace one (1.0 FTE) Payroll Administrator position with one (1.0 FTE) Accountant position.
20

21
22 _____
23
24 _____
25
26 _____
27
28 _____
29
30 _____
31
32 _____

33 Committee on Human Resources

34 /JG

35 Dated this ____ day of _____, 2018.

36 RESOLUTION/18-19/086