

AGENDA

Eau Claire County

• Committee on Administration •

Tuesday, July 9, 2019

2:30 p.m.

Courthouse - Room #3312
721 Oxford Avenue • Eau Claire, WI

1. Call to Order
2. Confirmation of meeting notice
3. Public Comment
4. Review/Approval of Committee Minutes – **Discussion/Action**
 - a. June 11, 2019
5. Review and approval of the Housing Authority renting space at the Agriculture and Resource Center– **Discussion/Action**
 - a. Presentation by Georgia Crownhart
6. **Resolution 19-20/031** – To Support Relocation of Eau Claire County Housing Authority Administrative Offices – **Discussion/Action**
7. Resolutions adopted by the Price County Board of Supervisors – **Discussion/Action**
8. Review and approval to enter into agreement to contract for services for the operations of the Expo and Fairgrounds Facilities – **Discussion/Action**
9. Speak Your Peace – Civility Project – **Discussion/Action**
10. Administrator Updates – **Discussion/Action**
 - a. Capital Plan 2020
11. Appointment to Local Emergency Planning Committee
 - a. Thomas Lochner – Representing Hutchinson Technology (Term expiring April 2021)
12. Set Future Committee Meetings and Items for Discussion

Next Regular Meeting – August 13, 2019

13. Adjourn

Prepared by: Samantha Cole, Administration

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals 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 (TDD) 839-4735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

MINUTES

Eau Claire County

• Committee on Administration •

Tuesday, June 11, 2019

2:30 p.m.

Courthouse – Room #3312

721 Oxford Avenue • Eau Claire, WI

Supervisors Present: Ray Henning, Mark Beckfield, Nick Smiar, Colleen Bates, Jerry Wilkie

Others Present: Frank Draxler – Administrative Operations Manager, Norb Kirk – Finance Director, Eric Killen – Veterans Director, Kathryn Schauf – County Administrator, Megan Kluck – Director of Child Support, Joel Brettingen - Undersheriff, Dave Hayden – Director of Information Services

Chair Smiar called the meeting to order at 2:30 p.m.

No members of the public were present.

Chair Smiar asked that the Committee minutes from May 14, 2019 and May 20, 2019 be reviewed and approved together. Supervisor Henning motioned to approve the minutes from May 14, 2019 and May 20, 2019 as presented. Supervisor Bates seconded the motion. The motion was approved unanimously 5-0.

Supervisor Wilkie motioned that this committee approves and introduce 19-20/022 as presented to the County Board of Supervisors. Supervisor Bates seconded the motion. The motion was approved unanimously 5-0.

Supervisor Wilkie motioned that this committee approves and introduce 19-20/021 as presented to the County Board of Supervisors. Supervisor Henning seconded the motion. The motion was approved unanimously 5-0.

The committee discussed ordinance 19-20/008. This ordinance was referred to this committee during the May 21, 2019 County Board of Supervisors meeting and noted that the County Board of Supervisors were requesting clarity around the procedure for towing; contract for towing services to ensure consistent fees. Desire uniformity, consistency and competitive rates, and inclusion of appeal process. Originally the ordinance was presented to change the Code to add our current practice of outsourcing and not as it reads, to County owned property. Supervisor Wilkie motioned to refer 19/20_008 to the next Committee on Administration to consult with Corporation Counsel to create an ordinance to coincide with our current practice when it comes to towing and storing of vehicles. Supervisor Bates seconded the motion. The motion was approved unanimously 5-0 and was referred to Corporation Counsel for further review.

The committee requests that on line 25 of Resolution 19-20/020 the word select be changed to special. Supervisor Bates motioned to approve the resolution as amended. Supervisor Beckfield seconded the motion. The motion was approved unanimously 5-0.

Leaders from departments that report to the Committee on Administration were present to discuss performance metrics and goals as they relate to the 2020 budget. Key takeaways from the discussion were as follows:

- Veterans – Eric Killen
 - The committee requests to list the partnerships in measurements for the budget for the Veterans Department. How many dollars does the Veterans Department spend vs. how much comes in from partnerships and community collaborations? Consider a survey card for every Veteran that comes to the department for services to better track outcomes.
- Information Services
 - The one most important role of this department is to keep everyone up and running
- Risk Management
 - The committee would like prevention of workplace injuries to be more prominent in the report.
- Administration

- Evaluate how to start to measure strategic plan that identifies a key (overarching) goal and meaningful purpose
- Corporation Counsel/Child Support
 - The number of substantiated complaints need to be more measurable; for example: add a number - less than 1% increase in number of complaint or received vs. substantiated.

Norb Kirk discussed 2019 capital and reallocation of project funding. The Committee requests a resolution is taken to the Finance & Budget Committee then to the Committee on Administration to be referred to the County Board of Supervisors.

Frank Draxler discussed options to outsource the management of the Expo building. The committee would like the following to be considered in the contract, if one were to take place:

- Mindful of current County events and keep an affordable price point to the County
- Length of Contract

Supervisor Bates motioned to approve the action of working on a contract with a third party to manage the expo center and that the contract be drafted and presented to the Committee on Administration before any further action be taken. Supervisor Wilkie seconded the motion.

Kathryn Schauf provided updates from various committees.

The committee discussed the Housing Authorities memo and request to move to the Ag Center on June 13th. No moves should take place until we finish the Facilities Master Plan and at this time, should not allow a move to the Ag Center. We need to think of a longer-term plan and take more time to think about solutions. Supervisor Wilkie motioned to table the issue for a future meeting. Supervisor Henning seconded the motion. The motion was approved 4-1.

Chair Smiar approved to appoint Karen Meier-Tomesh to the Board of Land Use Appeals. The reappointment will be introduced at the County Board of Supervisors meeting. Supervisor Henning motioned to approve the motion. Supervisor Beckfield seconded the motion. The motion was approved unanimously 5-0.

Supervisor Beckfield as that a special meeting be held on June 19th, 2019 at 6:30 p.m. to discuss a proposed resolution in the naming of the park at Forest Street.

The next regular meeting will be on July 9, 2019 at 2:30 p.m. with Supervisor Bates chairing the meeting.

Chair Smiar adjourned the meeting at 4:27 p.m.

Respectively,



Samantha Cole
Administrative Specialist III – Administration Department

FACT SHEET

TO FILE NO. 19-20/031

The attached resolution is in support of the relocation of the Eau Claire County Housing Authority to the Eau Claire County Agriculture Center. The fact sheet provided by the Housing Authority is included.

Fiscal Impact:

Respectfully Submitted,

Samantha Cole
County Administrator's Office



Resolution/19-20/031 Fact Sheet

1 Enrolled No.

2 RESOLUTION

3 File No. 19-20/031

4 **-TO SUPPORT RELOCATION OF EAU CLAIRE COUNTY HOUSING AUTHORITY**
5 **ADMINISTRATIVE OFFICES-**

6 **WHEREAS,** the Eau Claire County Housing Authority is an independent public agency and
7 separate from the county government; and

8
9 **WHEREAS,** the Eau Claire County Housing Authority is funded by federal and state monies,
10 and

11
12 **WHEREAS,** funding sources have strict confidentiality requirements for client meetings and
13 file storage, and

14
15 **WHEREAS,** the current location lacks sufficient office space which limits expansion by the
16 housing authority, and

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18 **WHEREAS,** the Eau Claire County Housing Authority Board of Commissioners has reviewed
19 current office space and the need for more appropriate setting, and the benefits to
20 be gained therefrom,

21
22 **NOW THEREFORE BE IT RESOLVED,** That the Eau Claire County Board of Supervisors
23 does hereby support the relocation of its administrative offices to a more suitable
24 location

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34 Committee on Administration

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38 Dated this _____ day of _____, 2019.

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41 SJC

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43 RESOLUTION/19-20/031



Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET

FILE #19-04

Agency Background

The EC County Housing Authority (HA) was established by action of the County Board on March 20, 1973 according to State Statute. The HA was initially established to administer EC County HUD funds for home rehabilitation loans. Our jurisdiction is primarily Eau Claire County, outside the City limits of Eau Claire. Since its inception, the HA has applied for and received a variety of State and Federal grants bringing dollars into Eau Claire County to help low-income residents pay rent, buy and repair homes. Our annual budget is almost 1.5 million dollars, with the majority of that being spent out in the community improving properties and assisting tenant rent payments. The dollars we have available for administrative costs are very limited, usually less than 15% of total budget.

In 2016 the County decided to remove our agency from the Planning & Development Department. Prior to that, our staff were county employees. While we have always reimbursed the county for our administrative expenses (salaries & fringes including health insurance, also income taxes, property insurance, etc.) our agency was able to benefit from the reduced cost by being part of a large agency.

Since the separation, our employee costs for health insurance have increased over 30%, our property and liability insurances have increased over 150%. Because of increased insurance costs, staff benefits for employer paid premiums and PTO were greatly reduced. With the changes to the agency as a result of the separation, two long time staff retired causing a 66% turnover in staff for our agency.

We were relocated to our current location in 2016 when we were separated from the P&D Department. At that time, we were told the move was temporary, 6-12 months. We had asked for some modifications to this space; like relocating of doors, separating larger space into two office spaces, etc. We also asked to be allowed to place client chairs outside our door in the hallway for waiting clients, and to put a table/chairs in the area at the end of the hallway area (now containing garbage/recyclable cans) so clients could fill out applications. These requests were denied.

Now, in addition to the mentioned increase in our administrative costs, our agency will have to start paying rent July 1, 2019.

Current Situation

This space is inadequate for our needs. Before it was used for office space, it was storage. The room temperature (cold/hot) is never good.

Our Federal and State funding sources require that we have secure space to keep files and to meet with our clients where we can discuss their situations in **confidence**.

- * Since we have no reception area, clients walk directly into our offices, even if we have people already in the office talking with staff about their personal cases. We also have staff sharing office space which results in doubled up scheduled client appointments.
- * Our current space has vents into the main hallway and conversations with our clients can be heard through the vents.
- * Without reception area, people (including the general public just looking for directions to other departments) walk into offices where we can have paperwork/files open on our desks. We were recently told by our HUD representative in Milwaukee that they are starting to do monitoring visits and this issue is being addressed during the site visits, meaning, funding could be in jeopardy if our situation isn't corrected.
- * Child Support's second exit goes through our office.
- * Ergonomically inefficient seating for staff due to lack of space to properly set up desk/computer station.

In addition to the lack of confidentiality, when clients need to wait for a staff person to be available, we have no area for them to sit down and must send them to the bench in the main lobby to wait. This is a problem, especially for our elderly and disabled households. By the time they deal with parking and get to our office, many times they are out of breath and worn out and then to have to walk back to the main lobby, this is an issue for them.

Our current space is not handicap accessible for clients in wheelchairs, and barely accessible for those using walkers or other mobility equipment.

We have been fortunate to receive four grants since 2016. Two new allocations of specialty Housing Choice Vouchers (rent assistance), Housing Cost Reduction Initiative (HCRI) downpayment/closing cost dollars and HOME Rehab dollars for buyers. Current staff have had to take on more work, because even if we could afford to hire more part-time help, we have no space to put them. We had also had conversations with UWEC about working with their Social Work Interns; however, our limited space is an issue for us.

Future

To meet our current needs, at a minimum we need a reception area for clients to check in and wait for their appointments and for walk-ins to stop and learn about our programs. We also need three closed office spaces for our two Specialists and our Executive Director to meet with clients and do file work.

To address some of the concerns of the Administration Committee that have been brought up:

Transportation/location issues with clients not being able to get to Altoona:

- 1) The location is on the bus line.
- 2) Most of our clients must travel further to get to the courthouse location, and parking at the courthouse has been identified by our clientele as being a huge issue.

With the rent assistance program, the City of Eau Claire Housing Authority has allowed us to come into their jurisdiction since they no longer offer this program; however, below is the breakdown of where our clients are currently living:

Town of Washington vicinity 30%
Fairchild vicinity 6%
Augusta vicinity 8%
Fall Creek vicinity 5%
City of Altoona 21%
Downtown EC area 7%
Elsewhere in the County 23%

All our remaining programs do not operate in the City of Eau Claire. We currently own and or manage 11 rental units in the Village of Fairchild, 4 in the Town of Washington, and 46 in the City of Altoona. All our home rehabilitation and purchase mortgage programs (>250 client files) do not include the City of Eau Claire. Therefore, for most of our clients, the Ag Center location would be preferred.

Other Services:

Current location is near other services like ADRC, DHS and Veterans. This is true; however, when clients are referred to us by these agencies, we are only able to offer the walk-ins an application so they can be placed on our waiting list. Immediate assistance has never been available. Having our staff physically at the courthouse does not help these referrals to get assistance any quicker. We do and can easily continue to provide applications to the other agencies to hand out, we have forms on the County website, and we mail applications to anyone who requests.

Co-locating County & City Housing Authorities:

For many years it has been suggested that the City of Eau Claire Housing and County Housing Authority should be co-located. Space is still an issue with this suggestion, and we have checked with the City during their remodeling, and there is not adequate space to rehouse us to that location. A common resource area would be ideal; and the Eau Claire Library created a new position for a Community Resource Specialist. If co-locating the two housing authorities were done, that would still not save clients from having to travel around to different agencies because there is still an Altoona Housing Authority and a Section 8 Rent Assistance Program at Banbury Place. In addition, there are several agencies that are resources for homeless clients.

Considering other locations:

Our administrative dollars are severely limited. The County is offering us a decent rent rate compared to prices on the private market. Even so, we have had to stretch our budget in order to cover the \$300/month. This will generate very little income to the County, but it may have a large impact on our measly administrative budget.

Board of Education Building – not an option because it would not be a “move in ready” location as the Ag Center is. This building is not owned by the county, so rent costs would not be as reasonable for us.

Altoona Housing Authority – we looked at possibly co-locating at the City of Altoona Housing Authority; however, cost was a factor here as well. There is not enough office space at the location, so one of their rental units would need to be converted.

RESOLUTION #19-04

-TO SUPPORT RELOCATION OF EAU CLAIRE COUNTY HOUSING AUTHORITY
ADMINISTRATIVE OFFICES-

WHEREAS, the Eau Claire County Housing Authority is an independent public agency and separate from the county government; and

WHEREAS, the Eau Claire County Housing Authority is funded by federal and state monies, and

WHEREAS, funding sources have strict confidentiality requirements for client meetings and file storage, and

WHEREAS, the current location lacks sufficient office space which limits expansion by the housing authority, and

WHEREAS, the Eau Claire County Housing Authority Board of Commissioners has reviewed current office space and the need for a more appropriate setting, and the benefits to be gained therefrom,

NOW, THEREFORE, BE IT RESOLVED, that the Eau Claire County Housing Authority Board of Commissioners does hereby support the relocation of its administrative offices to a more suitable location.

BE IT FURTHER RESOLVED, that the Housing Authority's executive director is hereby authorized to sign all necessary documents on behalf of the Authority.

I hereby certify that the foregoing correctly represents the action taken by the undersigned committee on June 17, 2019, by a vote of 3 for, 0 against.



Robin Leary, Chairperson
Eau Claire County Housing Authority

Resolution 18-19

Request Elimination of the 0% Levy Cap Imposed on Wisconsin Counties

WHEREAS, in 2012, the State of Wisconsin imposed limits on town, village, city and county property tax levies under Wis. Stat. §66.0602; and

WHEREAS, Wis. Stat. §66.0602 limits that increase to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed; and

WHEREAS, the percentage of net new construction in Price County used to calculate the increase in the operating levy allowance has significantly lagged the CPI-U over this period; and

WHEREAS, as a result, Price County has been forced to absorb inflationary increases in normal operating expenditures with no offsetting increase in revenues; and

WHEREAS, unexpected increases in the expenditures for certain items, particularly unfunded mandates such as the cost of Child Protective Services, has compounded this issue; and

WHEREAS, Price County has taken measures to curb spending by cutting costs, eliminating positions, limiting employee wage increases, reducing program offerings and postponing necessary work on highway infrastructure; and

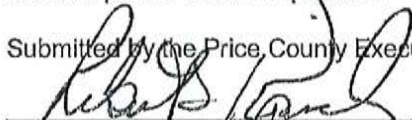
WHEREAS, to continue to provide essential services to county citizens, Price County has resorted to using debt to fund qualified expenditures previously funded in its operating levy resulting in a higher cost to Price County taxpayers; and

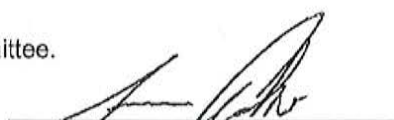
WHEREAS, Price County will be unable to continue to raise revenues using debt.

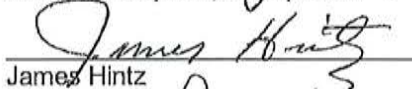
NOW THEREFORE BE IT RESOLVED that the Price County Board of Supervisors requests complete elimination of the current 0% tax levy cap or replacing it with a levy allowance that adequately reflects the increases in everyday costs incurred by Wisconsin Counties; and

BE IT FURTHER RESOLVED that the County Clerk is directed to send a copy of this resolution to Governor Evers, the Joint Finance Committee of the Wisconsin Legislature, the state legislators for Price County and the Wisconsin Counties Association for consideration at the WCA annual business meeting to become part of the WCA platform.

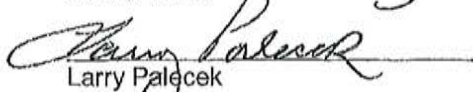
Submitted by the Price County Executive Committee.


Robert D. Kopsch, Chairperson

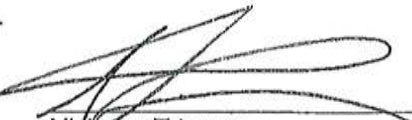

James Adolph


James Hintz

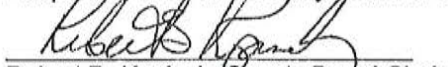

Bruce Jilka

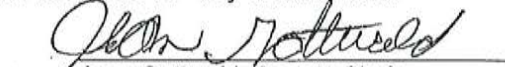

Larry Palecek

Reviewed by County Administrator:


Nicholas Trimmer

Adopted by the Price County Board of Supervisors this 18th day of June 2019.


Robert D. Kopsch, County Board Chair


Jean Gottwald, County Clerk

For: 12 Against: 0

Resolution 17-19
Request Additional State Funding for Child Protective Services

WHEREAS Price County is experiencing a dramatic increase in the need for protective services for children resulting in placing these children in safe environments outside of the homes; and

WHEREAS, since 2015, the number of children placed outside of the home has risen from 25 to 66 children in 2018; and

WHEREAS, the percentage of placements related to drug use over the same period has risen from 24% to 47%; and

WHEREAS, the out-of-pocket costs of these placement services has risen from \$308,880 in 2015 to \$1,150,308 in 2018, an increase of 372% in placement costs incurred by Price County from 2015 - 2018; and

WHEREAS, Wisconsin counties have an annual operating levy cap of 0% or the percentage of net new construction, whichever is greater. From 2015 through 2018, the percentage of net new construction in Price County has been .531%, .472% and .610%, respectively; generating a cumulative additional levy capacity of \$116,762 for all Price County operating levy needs for three years (2016 – 2018); and

WHEREAS, to pay for these increased costs out of our operating levy, the County has been forced to borrow for highway construction expenditures, which in 2018 amounted to \$700,000 of incremental borrowing, which realistically transferred operating levy from the Highway Department to the Health and Human Services Department; and

WHEREAS, the Governor's 2019-2021 biennial budget includes an additional \$15 million in each year to address the costs of Child Protective Services; although, the Wisconsin Counties Association requested that amount be \$30 million; and

WHEREAS, both the Governor's budget proposal and the Wisconsin Counties Association's (WCA) request are grossly inadequate in addressing the costs of providing these mandated services; and

WHEREAS, Price County is rapidly approaching the end of our ability to borrow to pay for these costs. Once the option to borrow is exhausted, the only recourse will be to use money from our fund balance.

NOW THEREFORE BE IT RESOLVED, that the Price County Board of Supervisors requests the Wisconsin State Legislators to consider the following, in order for counties in Wisconsin to have some relief from the financial burden of providing State mandated services that have quickly gotten out of control:

1. Elimination of the operating levy caps imposed on Wisconsin counties, or
2. Excluding the cost of Child Protective Services from the operating levy cap calculation as are bridge and culvert aid, library services and debt, or
3. Having the State of Wisconsin fully fund the entire cost of Child Protective Services (the preferred solution).

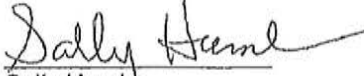
BE IT FURTHER RESOLVED that the County Clerk is directed to send a copy of this resolution to Governor Evers, the Joint Finance Committee of the Wisconsin Legislature, the state legislators for Price County, all Wisconsin counties and the Wisconsin Counties Association, for consideration at the WCA annual business meeting to become part of the WCA platform.

Submitted by the Price County Health and Human Services Board:



Bruce Jilka, Chair


James Adolph

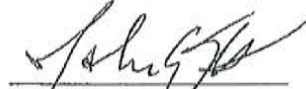

Peter Dahlie

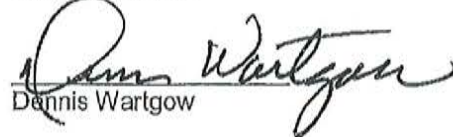

Sally Huml


Suzanne Ocker



Gerald Swenson

~~excused~~
~~absent~~
William Teeters


John Vlach

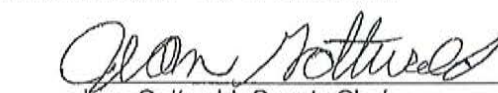

Dennis Wartgow

Reviewed by County Administrator:


Nicholas Trimmer

Adopted by the Price County Board of Supervisors this ^{18th} 21st day of June 2019.


Robert D. Kopisch, County Board Chair


Jean Gottwald, County Clerk

For 12 Against 0

Exposition Facility and Fair Grounds –Contract for services for the facility operations

Summary: A recent position vacancy allowed staff to review the options of Operating the Expo Center Facilities. The option recommended is to contract for the management, marketing and caretaking operations.

The agreement would be with The Metropolis. Their facilities are directly across the road and they are very experienced with marketing, managing and caretaking. This would be a partnership as Eau Claire County would retain ownership of the property and buildings and The Metropolis will provide the management and day to day operations.

Cost details are listing in the agreement, but the intent of this partnership is to reduce the overall expenses to Eau Claire County by approximately \$60,000/year by 2023 while continue to provide property and a location for existing events, including the Eau Claire County fair.

Process: Because this is a new contract for service, it is considered a pilot program. Request for interest in providing this service were sent only to adjacent businesses due to location, access and the fact that safety and security is part of the overall operations. Only one firm was interested in providing these services.

Steps: Staff will meet with the Fair Committee and the Extension Committee. Staff will also take part in communicating the change to other clients/customers. A good partnership will help with expanding the use of the Expo and Fair grounds facilities, which will lead to the overall reduction in cost.

Staff will also request that we remove the fee schedule from the County Code.

Respectfully,

Frank Draxler

Administrative Operation Manager

Exposition Facility Operation Services Contract

I. PARTIES

This Agreement, between Eau Claire County, Wisconsin, located at 721 Oxford Avenue, Eau Claire, WI 54703-5481, hereinafter referred to as "County" and the Contact Person is Josh Pedersen, Director of Parks and Forest: contact information Phone (715) 839-4787, email: josh.pedersen@co.eau-claire.wi.us and Metropolis Resort, located at 5150 Fairview Drive, Eau Claire WI, 54701. hereinafter referred to as the "Operator". Contact Person: Sara Abbott, Phone (715)214-8061, email Sara@metropolisresort.com

II. PURPOSE - RESPONSIBILITY

Whereas the goal for Eau Claire County (County) is to continue to own the property and facilities (which includes the Exposition Center and the County Fairgrounds) and reach a break-even point in year 3 or 4. And, the goal for the Metropolis Resort (Operator) is to provide good customer services, improve upon the bookings at the Expo Center and the Operators business as well as to make a profit for this service.

III. SCOPE OF SERVICES

The purpose of this Agreement is to formalize the relationship between County and Operator. Therefore, in consideration of the mutual promises which are set forth below, the County and the Operator agree as follows:

Operators Responsibilities:

1. The Operator shall continue to hold/book current functions, especially county functions, to lease the facility; for example-
 - EC County Fair
 - Breakfast in the Valley
 - CORBA bike race, Firecracker
 - The Dog Show
 - The Gem and Mineral Show and others
 - Annual Highway safety training day
 - Winter Storage
2. The Operator shall continue to have reduced fee 20% for non-profits and no fee for county department use.
3. The Operator shall honor current long-term contracts for these facilities:
 - Eau Claire Curling, Inc.
 - Indianhead Kennel Club
4. Provide Insurance for the operations and making sure the events provide insurance. Please see Paragraph X.
5. Marketing, booking events. Collection of revenues (fees). Set-up, clean-up.

6. Maintain the buildings and grounds to be in as good as or better condition than current. That includes clean-up, carpet shampooing, painting, mechanical repairs such as toilet fixtures, pest control, preventative maintenance on equipment, lights, door hinges etc. as well as lawn mowing and landscaping (other than in 2019). This shall be reviewed and documented annually.
7. Purchase and supply all supplies and products necessary to maintain the buildings and grounds.
8. Abide by all municipal, state, or other laws (including the County Code and City Ordinances).

Both Parties

1. Agree to the County having the right to schedule additional County events with the Operator, upon availability at no charge, such as;
 - Recycling events, safety training for county depts, Land Conservation Tree sale, disaster training or exercise. If this facility or part of is to be used by the County for an emergency location if there is a disaster, the County shall reimburse the Operators for any lost revenue.
2. Meet annually with the County project manager to review fee changes.
3. Meet with the County project manager quarterly to review revenues, expenses, maintenance and other issues. This is an open book review.

County Responsibilities:

1. Continue to own the buildings and grounds. Allow the Operator to use the existing furnishings and equipment.
2. Maintain the lawn mowing for the rest of 2019. County agrees to use the large lawn mowers once a month or when they mow the trails for Lowes Creek Park, for the open area (campground).
3. Major improvements to the building(s) and mechanical building equipment.
4. Responsible for snow removal for the access road to the Lowes Creek Park entrance only.
5. Property Insurance of the building and contents.
6. Encourage functions to schedule at the Expo Center and will document referrals.
7. Review (and document) annually the facility conditions.

Open communication and Annual Review

Open communications are essential between the County and the Operator to maximize efficiency of both operations.

1. The County and the Operator shall conduct a pre-facility meeting by August 1 or the closest business day thereto of each year.
2. Then ANNUALLY, hold a meeting on August 1st or closest business day that shall include:
 - A review of each facility.
 - A review of the grounds.
 - A review of the rental agreement post and future.
 - Review of all infrastructure and all equipment including an inventory and report of condition.
 - In addition to review the operations, also shall review the conditions of the above and formally agree on repairs needed and which party will perform those repairs.
3. Operational and Financial meetings are to be scheduled by the County's project manager.

4. The Operator, County and the EC Curling Club shall meet just prior to the annual Curling Club use beginning and again at the end of the season. Document and review conditions and inventory. This is to be scheduled by the County's project manager.
5. An annual report will be sent to the County indicating a summary of the operations including the revenue and expenses.

Financial information and Payment terms:

Revenues go directly to the Operator, beginning at the signing of this agreement.

Revenues shall include established fees (list price) for rental even though the fees may be discounted by the Operator. This will allow an effective method to review revenues and expenditures.

Expenses are paid directly by the Operator when possible. Some expenses, such as utilities, that are paid for by the County, shall be applied to offset the payment to the Operator in years 1 thru 3. In years 4 and 5 the Operator would reimburse the County for utilities.

The County shall pay the Operator the following:

1st year \$30,000, 2nd year 20,000, 3rd year \$10,000, 4th and 5th year \$0. This is based upon improvements to the revenues as well as reductions in expenses. Payment shall be made in December beginning in the first full year.

Length of Agreement:

This Agreement shall begin on August 1, 2019 and terminate on December 2024, unless sooner terminated as permitted by this Agreement. The County and Operator shall consider the time between August 1 and December 31, 2019 as an interim period and both parties are to share in the revenue and expenses as agreed to prior to signing. The first year of the agreement begins January 1st, 2020. The agreement is for 5 years and can be extended for another 3 year period by mutual agreement.

IV. OWNERSHIP RIGHTS

The County is the owner of certain property with buildings and other improvements thereon, located 5530 Fairview Dr, Eau Claire WI, 54701, known as the Eau Claire County Exposition Center (hereinafter "Expo Center"). See Attached MAP (attachment 1) indicating the facilities and grounds that are included in this operating agreement.

The County shall continue to park its ski trail groomer in the back ¼ of building C in the winter months.

The parking area for Lowes Creek Park and the route for access needs to be kept open.

One office in the main building is currently being leased to the Curling Club.

V. TERMINATION

The County may, upon written notice to the Operator, terminate the performance of work under this Agreement, in whole or in part, in accordance with the following criteria:

- (A) Whenever the Operator shall default in performance of this Agreement in accordance with its terms included in the term "default" any such failure by the Operator to provide services set forth herein in Part III (Scope of Services) and shall fail to cure such default within a period of

- ten (10) days (or such longer period as the County may allow) after receipt from the County of a notice specifying the default; or
- (B) Whenever for any reason the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Operator of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If after the termination of the Agreement or any part thereof for default under "A" above, it is determined that the Operator was not in default pursuant to "A", or that the Operator's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Operator, the Notice of Termination shall be deemed to have been issued under "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Operator shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Operator shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Operator and the County may withhold any payments to the Operator for the purpose of set-off until such time as the exact amount of damages due to the County from the Operator is determined.

VII. PERSONNEL

The Operator represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

VIII. CONFLICT OF INTEREST

- (A) No officer or employee of the County and no member of its governing body, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this study, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- (B) The Operator covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Operator further covenants that in the performance of this Agreement no person having such interest shall be employed.

IX. HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Operator further covenants and agrees to indemnify, and hold harmless the County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or because wrongful act on the part of the Operator, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Operator and the County, their employees or agents in connection with this Agreement.

X. INSURANCE REQUIRED

The Operator to perform services for the County of Eau Claire shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (2) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/agreement. Minimum coverage is \$1,000,000 combined single limit liability. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by any insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/agreement, and the County will be listed as an additional insured.

XI. SUBAGREEMENTING OR ASSIGNMENT

The benefits or obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Operator, whether such successor be an individual, a partnership or a corporation, is acceptable to Eau Claire County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XII. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though they will result in an increase or decrease in the services of the Operator or in the agreement cost thereof except that if the changes increase the costs to the Operator and the County does not agree to bear the additional costs, the Operator may cancel this Agreement on 60 days written notice. Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Operator will be processed by a written change order.

XIII. SANCTIONS UPON IMPROPER ACTS

If the Operator, or any of its officers, partners, principals, or Agents, or if an employee of the Operator acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section V. In the event of a conviction occurring after the expiration or termination of this Agreement, the Operator shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to Eau Claire County.

XIV. RESPONSIBILITY OF AN OPERATOR

- (A) The Operator shall perform the services with that standard of care, skill and diligence normally provided by an Operator in the performance of services like the services hereunder.
- (B) Notwithstanding any review, approval, acceptance or payment for the services by the County, the Operator shall be responsible for professional and technical accuracy of its work, services, equipment and other materials furnished by the Operator under this Agreement.
- (C) If the Operator fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Operator within thirty (30) days after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Operator's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- (D) The Operator shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able - through its own

resources or through a qualified surety - to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the work product.

XV. APPLICABLE LAW

This agreement shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of the agreement shall be in Eau Claire County Circuit Court.

XVI. COMPLIANCE WITH THE LAWS

The Operator hereby represents and warrants:

- (A) That it is qualified to do business in the State of Wisconsin, and it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and
- (B) That it is not in arrears with respect to the payment of any monies due and owing Eau Claire County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and
- (C) That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulation applicable to its activities and obligations under this Agreement; and
- (D) That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

In addition to any other remedy available to the County, breach of any of the Paragraphs A through D of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XVII. TAXES

The County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

1. The County, including all its departments, is required to pay a Wisconsin excise tax on beer, liquor, wine, cigarette, tobacco product, motor vehicle fuel, engine oil and aviation fuel. However, the County is exempt from payment of State of Wisconsin sales or user tax on this purchase. The County may be subject to taxes imposed by other States on its purchase's dependent upon the laws of that state.
2. Operators performing construction activities are required to pay state user tax on the cost of materials.
3. The Wisconsin Department of Revenue does not issue state sales exempt numbers to Counties per Wisconsin Statute §77.54(9)(a).

XVIII. INDEPENDENT OPERATOR STATUS

Both parties understand that the County 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.* Provider acknowledges that it is obligated to assist the County 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 Provider must defend and hold the County 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.

The relationship of the Operator to the County shall be that of an independent operator and the Operator shall be entitled to none of the rights, benefits, salaries, wages or fringe benefits to which employees of the County are eligible. Nothing in this Agreement shall be construed so as to deem the Operator, its employees or agents (1) as employees of the County, (2) as carrying out the functions of the County, (3) as effectively acting as or in place of the County, or (4) having the status of the County. The Operator has no authority to incur any obligation for or on behalf of the County. No federal, state or local taxes or social security deductions or contributions shall be made by the County on behalf of the Operator. THE OPERATOR UNDERSTANDS IT MAY BE LIABLE UNDER SECTIONS 1401 TO 1403 OF THE INTERNAL REVENUE CODE (1980) FOR PAYMENT OF A TAX ON SELF-EMPLOYMENT INCOME AND IT SHALL BE THE OPERATOR'S RESPONSIBILITY TO KEEP A RECORD OF INCOME UNDER THIS AGREEMENT AND TO FILE SUCH INCOME TAX FORMS AS MAY BE REQUIRED BY LAW. NO DEDUCTIONS FOR ANY PURPOSE WHATSOEVER ARE BEING TAKEN FROM THE PAYMENT SPECIFIED AT 2. ABOVE.

XIV. ALTERATIONS AND IMPROVEMENTS

The Operator shall make no alterations to the Exposition Center or construct any building or make other improvements at the Exposition Center without the prior, express, written consent of the County.

All alterations, changes, and improvements built, constructed, or placed at or on the Exposition Center by the Operator, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the County and the Operator, be the property of the County and remain on the premises at the expiration or earlier termination of this Agreement.

XX. DAMAGE BY CASUALTY

During the term of this Agreement, if any structure or parking area at the Exposition Center is destroyed by fire, earthquake, tornado, windstorm or other casualty, the County shall be under no obligation to rebuild or repair the structure or parking area. If the County elects to not rebuild or repair the structure or parking area, this Agreement shall, at the option of the Operator, become null and void. If the Operator elects not to declare the Agreement null and void, and if the parties mutually agree, an adjustment to the basic rent may be negotiated.

Should the Exposition Center be occupied by Federal, State, County or municipal services for Emergency Management operations, this Agreement shall be null and void. If closure is caused by Emergency Management Operations, County will provide a full refund of any rent paid and security deposit.

XXI. SECURITY DEPOSIT

Due to the County paying the Operator at year end, the security deposit is waived.

XXII. DAMAGE TO PREMISES - RESPONSIBILITY

If any part of the Exposition Center and all of its property, and any property supplied to the Operator as part of the Agreement is damaged by the act or omission of the Operator, its agents, officers, employees, contractors, patrons, guests and all others who may be at the Exposition Center for the Event, including all exhibitors, displayers and operators, which shall

include but not be limited to fireworks display exhibitors and carnival ride operators, and including all others present for preparation and cleanup, the Operator shall pay to the County upon demand, any amount which the County reasonably determines is necessary to repair or replace the property. The Operator assumes full and complete responsibility for the character, acts and conduct of all persons who are at the Exposition Center for the Event, which responsibility includes indemnification and reimbursements of the County for any and all damage, loss, cost and expense occasioned or caused by such persons.

XXIII. COMPLIANCE WITH LAW

The Operator shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, department and other municipal agencies. The Operator will obtain any and all permits and licenses which may be necessary for any activity which is a part of the Event. The Operator will not do or suffer to be done anything at the Exposition Center during the Event which is in violation of or prohibited by any such law, ordinance, rule, requirement, permit or license. If the attention of the Operator is called to any such violation, the Operator will immediately desist from or cause to be corrected such violation.

The parties hereto, having read and understood the entirety of this Agreement, consisting of 8 typewritten pages, hereby affix their duly authorized signatures.

**EAU CLAIRE COUNTY
(COUNTY) BY:**

**METROPOLIS RESORT
(OPERATOR) BY:**

(Date)

(Date)

Eau Claire County
Parcel Mapping

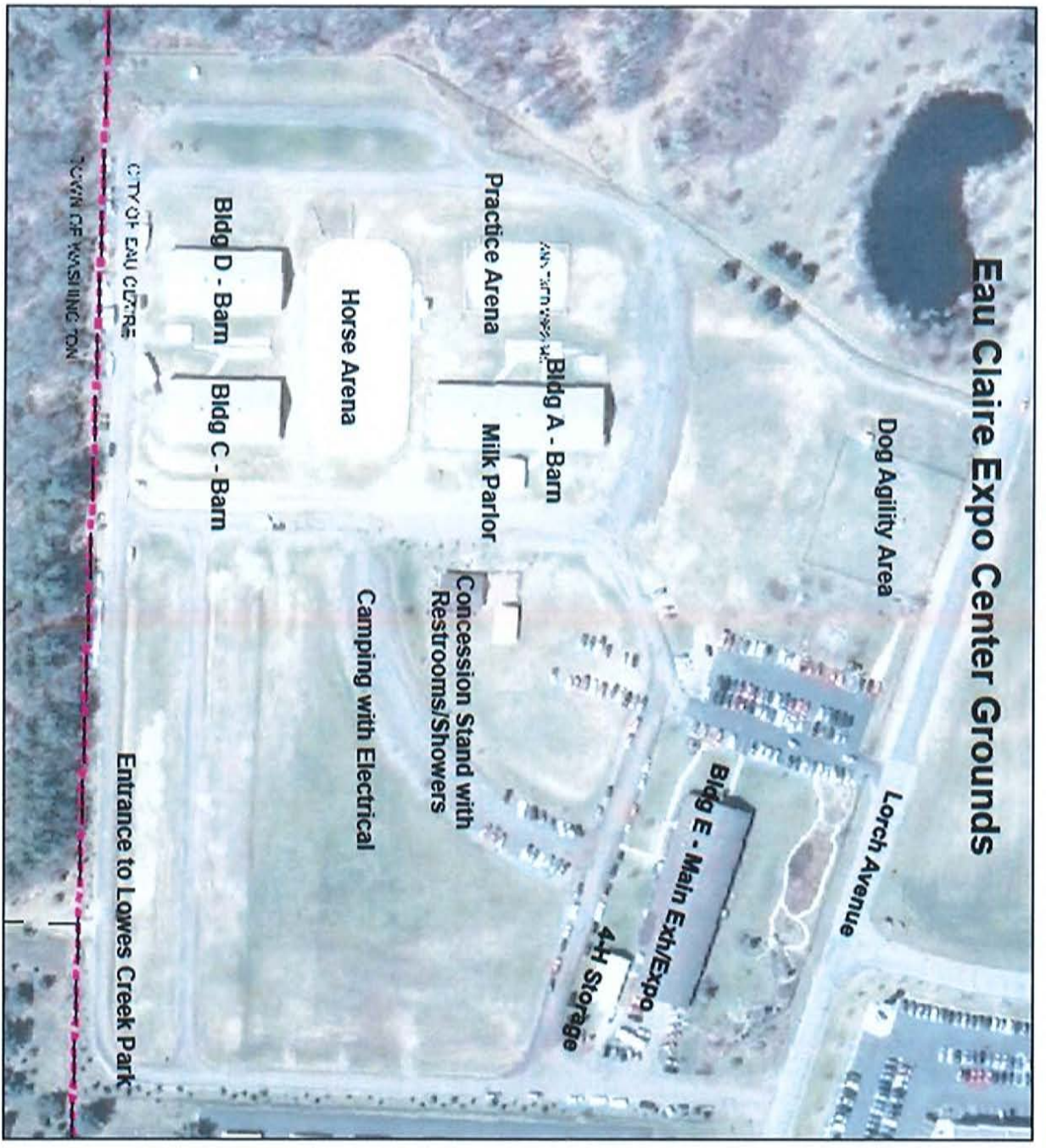
1 inch = 162,272,133 feet



- PLSS Lines**
 - Meander Line
 - Forty Line
 - Quarter Section Line
 - Section Line
 - Parcel Lines**
 - Parcel Line
 - Extended Parcel Line
 - Tie Line
 - Extended Tie Line
 - Road Right-of-Way Lines
 - Platted Lands**
 - Certified Survey Map
 - Condominium Plat
 - Assessors or Subdivision Plat
 - Navigability**
 - Navigable
 - Non-Navigable
- Assessor Number = 030100000
Survey Map Book Number = 4-2109

Parcel Mapping Notice:
The City of Eau Claire, Wisconsin, is pleased to announce the release of the Parcel Mapping System. This system provides a comprehensive and accurate view of the City's land parcels, including their boundaries, ownership, and other important information. The Parcel Mapping System is a valuable tool for the City, its residents, and the public. It provides a clear and concise view of the City's land parcels, making it easier to understand the City's land use and ownership. The Parcel Mapping System is a valuable tool for the City, its residents, and the public. It provides a clear and concise view of the City's land parcels, making it easier to understand the City's land use and ownership.

Date: April 1, 2009
Approved by: Mayor
Approved by: Council



For Office Use Only	Received: <u>6/20/2019</u>
	Appointed: _____
	Confirmed: _____

APPLICATION

Name of Commission, Board or Committee: EC County - LEPC

Date: June 19, 2019

Name: Thomas Lochner

Address: Hutchinson Technology Inc, 2435 Alpine Road, Eau Claire, WI 54703

City/Village: Eau Claire

E-mail Address: thomas.lochner@hti.htch.com

Are you a County Resident? yes no, I live in EC County Monday - Friday but in Price County on weekends.

Home Phone: 715 830-7098 (Work)

Alternate Phone: 715 820-6000 (Cell)

QUALIFICATIONS

Please be as specific as possible; include information that is targeted toward the Commission, Board or Committee you are applying for. You may attach your personal resume to this application. Please attach additional pages if necessary.

This application is for membership on the EC County Local Emergency Planning Committee. I am applying to represent Hutchinson Technology, Inc (HTI) on the committee. I am the environmental Engineer at HTI and currently prepare and coordinate our Off-Site plan with EC County. HTI is subject to SARA Section 302 emergency planning due to the types and quantities of chemicals stored on site.

I've been a member of different LEPC's for may years. I served on the Price County, WI LEPC from roughly 1987 - 1993 and from 2004 - 2017 and was a member of the NE MN Regional Review Committee from approximately 1994 - 2003.

If additional information is needed, please let me know. Thank You.



Please return to:
Office of the County Administrator
 721 Oxford Avenue, Room 3520
 Eau Claire, WI 54703-5481