

AGENDA

Eau Claire County

• Committee on Administration •

Tuesday, August 13, 2019

2:30 p.m.

Courthouse - Room #3312

721 Oxford Avenue • Eau Claire, WI

1. Call to Order and confirmation of meeting notice
2. Public Comment
3. Review/Approval of Committee Minutes – **Discussion/Action**
 - a. July 9, 2019
4. 2020 Budget Presentations – **Discussion/Action**
 - a. Administration and County Board
 - b. Risk Management
 - c. Corporation Counsel/Child Support
 - d. Facilities
 - e. Information Systems
 - f. Veteran Services
5. Ordinance 19-20/008 – To Amend Section 10.20.005 A. of the Code: Definitions; to Amend Section 10.20.010 A. 1. And 3. Of the Code: Abandonment Prohibited – Impoundment Authorized; to Amend Section 10.20.010 B. of the Code: Abandonment Prohibited – Impoundment Authorized; to repeal section 10.20.015 of the Code: County Vehicle Pound; to Amend Section 10.20.030 B. of the Code: Impoundment and Storage Charges; to Amend Section 10.20.035 of the Code: Disposition of Abandoned Vehicles – **Discussion/Action**
6. Resolution 19-20/046 – Authorizing the Eau Claire County Housing Authority to Occupy Space at the Agricultural and Resource Center Rent Free – **Discussion/Action**
7. Ordinance 19-20/048 – To Amend Section 3.20.020 of the Code: County Board of Supervisors Compensation; to Repeal Section 3.20.040 of the Code: County Board Committee Per Diems; to Repeal Section 3.20.100 of the Code: Compensation Claims and Payments – **Discussion/Action**
8. Resolution 19-20/049 – Authorizing Change of Venue of the Veteran’s Tribute Park – **Discussion/Action**
9. Request for property Memorandum of Understanding for Altoona Highway Shop Property – **Discussion/Action**
10. Administrator Updates
 - a. Speak Your Peace Update – **Discussion**
 - b. Economic Development – **Discussion**
11. Appointments to Rural Broadband Committee
12. Set Future Committee Meetings and Items for Discussion

Special Meeting – Joint Committee Meeting HR/Admin/Finance & Budget
Next Regular Meeting – September 10, 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, July 9, 2019

2:30 p.m.

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

Members Present: Colleen Bates, Ray Henning, Mark Beckfield, Gerald Wilkie
Members Absent: Nick Smiar

Others: Frank Draxler – Administrative Operations Manager, Kathryn Schauf – County Administrator, Samantha Cole – Administrative Specialist III (Department of Administration), Tim Sullivan – Corporation Counsel, Matt Theisen – Facilities Director, Georgia Crownhart – Director of Housing Authority (Eau Claire County), Jenny Ebert – Housing Authority Board, Connie Russel – County Board Supervisor

Vice-Chair Bates called the meeting to order at 2:30 p.m. and

No members of the public were present.

The committee reviewed the minutes from June 11, 2019. Supervisor Beckfield motioned to approve the minutes as presented. Motion passed unanimously, 4-0.

Georgia Crownhart was in attendance to discuss and answer questions in regard to the Housing Authority's request to move to a larger space in the Agriculture and Resource Center in Altoona. Supervisor Wilkie motioned to approve the request. Resolution was presented, but is not needed. Supervisor Beckfield seconded the motion. The motion was passed unanimously, 4-0.

The committee discussed resolutions that were recently passed by the Price County Board of Supervisors. This committee requests the Corporation Counsel draft and present a resolution on both issues for a future meeting.

Frank Draxler advised that Metropolis has pulled out of a potential agreement for management of the Expo Center. Other options are being looked into at this time. The following factors will be reviewed:

- Staffing
- Marketing
- Events
- RFP with other parties

Kathryn shared information regarding the Speak Your Peace – Civility Process. Supervisor Henning motioned to approve the exploration and investment in the effort. Supervisor Wilkie seconded the motion. The motion passed unanimously, 4-0.

The committee discussed the 2020 Capital Plan

Vice-Chair Bates approved to appoint Thomas Lochner to the Local Emergency Planning Committee. The appointment will be introduced at the County Board of Supervisors Meeting. Supervisor Beckfield motioned to approve. Motion was passed unanimously, 4-0.

The next regular meeting will be held on August 13, 2019. Items introduced to be added to the agenda include:

- Resolution to amend the Housing Authority lease and update the cost of rent to \$0.00.

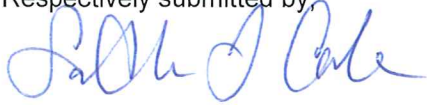
The committee also addressed the addendum that was presented.

The committee reviewed the minutes from June 18, 2019. Supervisor Wilkie motioned to approve the minutes as presented. Motion passed unanimously, 4-0.

The committee discussed the request to support the United Way Day Off with Pay as an incentive to an employee who donates to the United Way during the upcoming campaign. As in previous years, one employee will be selected to receive the incentive. Supervisor Beckfield motioned to approve. The motion was passed unanimously

Vice-Chair Bates adjourned the meeting at 3:52 p.m.

Respectively submitted by,



Samantha Cole
Committee Clerk
Administrative Specialist III – Department of Administration

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3 - TO AMEND SECTION 10.20.005 A. OF THE CODE: DEFINITIONS; TO AMEND
4 SECTION 10.20.010 A. 1. AND 3. OF THE CODE: ABANDONMENT PROHIBITED—
5 IMPOUNDMENT AUTHORIZED; TO AMEND SECTION 10.20.010 B. OF THE CODE:
6 ABANDONMENT PROHIBITED—IMPOUNDMENT AUTHORIZED; TO REPEAL
7 SECTION 10.20.015 OF THE CODE: COUNTY VEHICLE POUND; TO AMEND SECTION
8 10.20.030 B. OF THE CODE: IMPOUNDMENT AND STORAGE CHARGES; TO AMEND
9 SECTION 10.20.035 OF THE CODE: DISPOSITION OF ABANDONED VEHICLES -

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

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13 **SECTION 1.** That Subsection A. of Section 10.20.005 of the code be amended to read:

14
15 A. "Department" means the county highway-sheriff's department.

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17 **SECTION 2.** That paragraphs 1. and 3. of Subsection A. of Section 10.20.010 of the
18 code be amended to read:

19
20 1. The sheriff, sheriff's deputy or the officer in charge who discovers any
21 vehicle which has been abandoned shall cause it to be removed from the road or right-of-way by
22 authorizing the vehicle to be towed by a private towing company.~~to the county vehicle pound as~~
23 ~~provided in A.2.~~ The officer shall notify the sheriff of the abandonment and ~~location of the~~
24 ~~impounded vehicle~~ the name of the private towing company who towed the vehicle.

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27 3. The expense of all vehicle towing and impoundment authorized by this
28 chapter shall be the sole responsibility of the vehicle owner. If the officer is able to contact the
29 vehicle owner the officer shall give the owner the opportunity to select a towing company of
30 their own choice, with the vehicle to be towed within a reasonable amount of time as determined
31 by the officer. If the owner does not express a preference for a towing company, or if the towing
32 company chosen is not able to remove the vehicle in a reasonable amount of time the
33 Communication Center will make the choice of towing company from a rotating list of available
34 towing companies. in this chapter shall be charged as provided in 4.09.040.

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36 **SECTION 3.** That Subsection B. of Section 10.20.010 of the code be amended to read:

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38 B. If a vehicle is left unattended on county property without the permission of
39 the officer in charge and it jeopardizes public safety by creating an unsafe condition,
40 significantly hindering the efficient movement of traffic or interfering with parking of vehicles in
41 county lots, the officer in charge of the property on which it stands or the sheriff may authorize
42 the immediate removal, and towing and impoundment of the vehicle, ~~at the vehicle pound.~~

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44 **SECTION 4.** That Section 10.20.015 of the code be repealed.
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1 **SECTION 5.** That Subsection B. of Section 10.20.030 of the code be amended to read:

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3 B. The owner or lienholder of record of any vehicle impounded or stored at the
4 ~~vehicle pound on county owned or leased property~~ pursuant to this chapter shall be assessed
5 \$30.00 for each day the vehicle remains in storage, plus towing costs in addition to any civil
6 forfeiture.

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8 **SECTION 6.** That Subsection B. of Section 10.20.035 of the code be amended to read:

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10 B. Notice of the sale shall be publicly posted by the department at the office of the
11 sheriff, ~~at the courthouse and the department office~~, and shall be published at least once in the
12 official newspaper in the same form as the certified mail notice sent to the owner under Wis.
13 Stat. § 342.40 (3) (c). The department shall conduct the sale and transfer in accord with Wis.
14 Stat. § 342.40 (3) (c) and (3). If all bids are rejected or none are received, the department may
15 readvertise the sale or sell the vehicle at a private sale or annual county auction. Vehicle sales
16 shall be grouped where practical.

17 ENACTED:

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30 Committee on Administration

31 KRZ/yk

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33 Dated this _____ day of _____, 2019.
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FACT SHEET
19-20/046

July 25, 2019

RE: Fact Sheet Resolution 19-20/046

Fiscal Impact: Loss of Rent from the Housing Authority

This resolution authorizes the Eau Claire County Housing Authority to occupy space on the second floor of the Agricultural and Resource Center without paying rent.

Timothy J. Sullivan
Corporation Counsel
TJS

4 **AUTHORIZING THE EAU CLAIRE COUNTY HOUSING AUTHORITY TO OCCUPY**
5 **SPACE AT THE AGRICULTURAL AND RESOURCE CENTER RENT FREE**
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8 WHEREAS, On March 20, 1973 the Eau Claire County Board of Supervisors of Eau Claire
9 County passed Resolution No. 64-73 establishing the Eau Claire County Housing Authority
10 (Housing Authority). The resolution authorized the appointment and confirmation by the County
11 Board of the original 5 members of the Housing Authority’s Board of Commissioners; and,
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13 WHEREAS, The Housing Authority is a non-profit government agency under Wis. Stats.
14 §66.1203 and operates and may transact business and exercise any powers granted to it under Wis.
15 Stat. §66.1201(4); and,
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17 WHEREAS, In March 2017, and subsequent to the adoption of Resolution 16-17/079 the
18 Housing Authority and Eau Claire County entered into a formal agreement between the two parties
19 to delineate and detail the responsibilities of the County and the Housing Authority; and,
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21 WHEREAS, Subsequent to the adoption of that agreement the parties have yet to formalize
22 an agreement with regards to the payment of rent by the Housing Authority to Eau Claire County;
23 and,
24

25 WHEREAS, most recently the Housing Authority was occupying space located on the first
26 floor of the Eau Claire County Courthouse. There were concerns expressed by Housing Authority
27 staff about the physical nature of the space and the ability to maintain confidentiality with the clients
28 of the Housing Authority. The Committee on Administration during its regularly scheduled meeting
29 held on July 9, 2019 approved moving the Offices of the Housing Authority to vacant office space
30 located on the second floor of the Agriculture and Resource Center located in the City of Altoona;
and,
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32 WHEREAS, it would be beneficial to the Eau Claire County Housing Authority to not have
33 to pay rent at their new location in the Agricultural and Resource as they would be able to divert the
34 funds they would use to pay rent to the services that they provide to the low income residents of Eau
35 Claire County.
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1 NOW THEREFORE BE IT RESOLVED; Until such time as further action is taken by
2 the Eau Claire County Board of Supervisors, the Eau Claire County Housing Authority shall
3 occupy the space designated for their use on the second floor of the Agricultural and Resource
4 Center in the City of Altoona, without having to pay rent to Eau Claire County.
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19 Committee on Administration

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21 Dated this _____ day of _____, 2019.

ORDINANC/19-20/46

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23 TJS

**EAU CLAIRE COUNTY HOUSING AUTHORITY
OFFICE SPACE RENTAL LEASE AGREEMENT**

This Agreement is between Eau Claire County, a quasi-municipal corporation (“Lessor”), and the Eau Claire County Housing Authority, a non-profit government agency under Wis. Stat. § 66.1203 (“Lessee”).

WHEREAS, the parties entered into an Agreement in March 2017 to delineate the relationship and responsibilities of each; and

WHEREAS, it is necessary to supplement the March 2017 Agreement with a Lease for space in Lessor’s Courthouse.

NOW, THEREFORE, THIS AGREEMENT:

1. **Purpose of Contract.** The purpose of this contract is to lease space within the Eau Claire County Courthouse. Lessor hereby leases, lets and rents to Lessee 400 square feet of the Courthouse, as shown on Attachment “A”, incorporated by reference.

Lessor reserves the right to reallocate any space referred to herein within the existing Courthouse building during the term of this Lease. If the reallocated space contains more or less square footage than provided herein, the rent shall be adjusted on the basis of the rent per square foot then being paid by Lessee. Lessor shall give Lessee at least sixty (60) days’ notice of any pending reallocation. Lessor shall pay the cost of moving Lessee to the reallocated space.

Lessee agrees to surrender the space in as good condition as existed on the date Lessee entered into possession thereof hereunder, except for reasonable wear and tear. If Lessee voluntarily moves to a different space during the term of this Lease, all of the provisions in this paragraph apply, except Lessee shall be responsible for paying the cost of moving.

2. **Common Space.** Lessee, its employees and customers, shall have the right to use, in common, with all other licensees and invitees, parking areas, walkways, driveways and public space in the Courthouse. Lessee shall be granted full rights of ingress and egress to and from the leased premises, subject to and consistent with present and future security regulations of Lessor. Lessee’s employees may park in all employee parking lots, unless otherwise restricted. Lessee customer parking is available in all public parking lots, unless otherwise restricted.

3. **Maintenance.** Lessor agrees to maintain the Courthouse by providing custodial services, heat, lighting, washroom facilities, air conditioning, and general building maintenance in accordance with accepted procedure for public facilities. Cleaning of office space shall be limited to counter tops, floors and emptying of waste baskets. Snow removal shall be provided for auto parking areas.

4. **Nondiscrimination**

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record (consistent with s. 111.32 s. HSS 83.12(3), and s. HSS 83.13(6), sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

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

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

7. **Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, general liability and property damage insurance protecting Lessor against liability which may accrue against Lessor by reason of Lessee's wrongful conduct incidental to the use of the premises or resulting from any accidents occurring on or about the driveways, parking lots or other public places used by Lessee at the Courthous in the operations hereunder. Such insurance must be in the minimum amount of not less than One Million Dollars (\$1,000,000.00) combined single limit, and shall name Lessor as co-insured hereunder. Lessee shall provide certificates evidencing all such insurance coverage to Lessor, naming Lessor as additional insured.

8. **Office Space Rent.** Lessee agrees to pay Lessor, in advance of the first day of each month during the term of the lease rent for the use of the premises and for the rights and privileges herein granted in the following manner. Office rent monthly for 400 square feet is as follows: July 1, 2019 through December 31, 2019 \$213.33 for a total of \$1,279.98. Monthly

rental will be adjusted annually on or before July 1 for the next calendar year based on actual operational costs calculated by Lessor's facilities director.

9. **Termination of Agreement.**

A. In the event the Lessee defaults in payment of rent, or shall in the performance of any other covenant required to be kept by the Lessee hereunder, and such default shall continue for a period of thirty (30) days after notice thereof from the Lessor to Lessee, or if the Lessee shall make an assignment for the benefit of creditors to be adjudged a bankrupt, the Lessor shall have the right to immediately terminate this Lease and, in the event of such termination, Lessee shall have no further rights hereunder and shall thereupon remove from said premises and shall have no further rights or claims thereto.

B. Lessor or Lessee may, upon sixty (60) days' notice, terminate this Agreement. If terminated Lessee shall not be eligible to reapply for reinstatement until one (1) year has passed from the last date of occupancy at the Courthouse.

C. This Lease may be terminated at any time by mutual consent of the parties hereto executed in writing.

D. In the event of destruction by fire or other cause of all or a material portion of the courthouse facilities, or if the Lessee's operations shall for any reason, similar or dissimilar, be materially interfered with for a period in excess of thirty (30) days, then, and in any of those events, Lessee shall have the right upon written notice to Lessor to terminate this Lease and Lessee's further obligations hereunder, or at its option, to suspend this Lease for the periods of such disability, in which cases the monthly payment shall not be paid or payable from the effective date of such notice until normal operations shall have been restored and Lessor shall return to Lessee a just proportion of any monthly payment which may have been paid.

10. **Use of Premises.** Lessee shall transact only business and exercise any powers granted by Wis. Stat. 66.1201(4) upon the premises of the courthouse.

11. **Quiet Enjoyment.** Lessor agrees that, upon payment of the rent and performance of the covenants on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights granted to Lessee hereunder.

12. **Surrender of Possession.** Lessee agrees to yield and deliver to Lessor's possession of the premises exclusively leased herein at the termination of this Lease, by expiration or otherwise, or of any renewal or extension hereof, in as good condition as existed on the date Lessee entered into possession thereof hereunder, except for reasonable wear and tear, or damage by fire or other casualty not caused through the fault of neglect of Lessee.

13. **Signage.** Any signage by Lessee is subject to review and approval of Lessor's facilities director.
14. **Entry by Lessor.** Lessor may at any and all reasonable times enter the leased premises to view the same or to exhibit the same to subsequent lessees or purchasers.
15. **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 any delay on the part of 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 this Lease, the successful party shall be reimbursed by the other part for costs, expenses and reasonable attorney's fees, which shall be necessarily incurred in such proceedings.
16. **Condition of Premises at Time of First Possession.** Lessor accepts the leased premises in their present condition and agrees that no repairs or alterations are necessary to prepare the same for its intended uses.
17. **Modifications to Lease.** There shall be no modifications to this Lease, except in writing, signed by both parties.
18. **Destruction of Leased Premises.** In the event the premises shall be rendered wholly or partially unfit for use by fire or other casualty, Lessor may, at its option, repair the premises, if the repairs can be reasonably accomplished within ninety (90) days after such destruction. All repairs shall be accomplished in a good and workmanlike manner.
- In the event the leased premises are rendered wholly unfit for use by Lessee, 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, it may consider the lease agreement to have been terminated. In case the leased premises should be rendered partially unfit for use by 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, Lessee may remove from the said premises unless Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and Lessee remains in possession, rent shall abate to the extent that Lessee is deprived of the full, normal use thereof. This paragraph shall not apply to any damage or condition occasioned by the neglect or improper use of the leased premises by Lessee.
19. **Non-Assignment of Lease.** The parties agree that there shall be no assignment of transfer of this Lease, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

20. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **Notices.** Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally, by registered or certified mail or email upon Lessor:

LESSOR: Eau Claire County Facilities Director
721 Oxford Avenue, Suite 0184
Eau Claire, WI 54703

LESSEE: Housing Authority Executive Director
721 Oxford Avenue, Suite 1219
Eau Claire, WI 54703

22. **Applicable Law.** This Lease 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 this Lease Agreement shall be exclusively in Eau Claire County Circuit Court.

23. **Term.** This Lease Agreement shall be for a period of six months commencing July 1, 2019 through December 31, 2019 and may be renewed annually by mutual agreement for one-year periods on or before July 1 of the year prior to the renewal lease term,.

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

26. **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 six (6) typewritten pages; they have authority to enter into this Lease on behalf of the Entity, Corporation, or County 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.

LESSOR BY:
(Eau Claire County)

COMPANY BY:
(Eau Claire County Housing Authority)

Matt Theisen
Facilities Director

Georgia Crownhart
Executive Director

(Date)

(Date)

**AGREEMENT BETWEEN EAU CLAIRE COUNTY AND THE HOUSING
AUTHORITY OF THE COUNTY OF EAUCLAIRE**

WHEREAS, on March 20, 1973 the Eau Claire County Board of Supervisors of Eau Claire County ("County") a Wisconsin quasi-municipal corporation, passed Resolution No. 64-73 establishing the Eau Claire County Housing Authority ("Housing Authority") a public body and a body corporate and politic, exercising public powers. This Resolution authorized the appointment and confirmation by the County of the original 5 members of the Housing Authority's Board of Commissioners; and

WHEREAS, the Housing Authority is a non-profit government agency under Wis. Stat. §66.1203 and operates and may transact business and exercise any powers granted to it under Wis. Stat. §66.1201(4).

WHEREAS, the Housing Authority operates with federal funds received through the Department of Housing and Urban Development (HUD) and the Wisconsin Department of Administration; Division of Energy, Housing, and Community Resources (DEHCR).

WHEREAS, under Wis. Stat. §66.1201(5), the Housing Authority of the County of Eau Claire is a separate public body and a body corporate and politic, and Housing Authority employees are employees of the Housing Authority and not the County; and

WHEREAS, an Agreement to delineate and detail the relationship and responsibilities of both the Housing Authority and the County is needed for a clear understanding of the parties. The County and the Housing Authority both deem it in their mutual interest to cooperate in assuring that the maximum possible benefit is achieved in housing programs within all of Eau Claire County.

I. PARTIES

This Agreement is between Eau Claire County, Wisconsin, a quasi-municipal corporation, ("County") located at 721 Oxford Avenue, Eau Claire, WI 54701, and Eau Claire County Housing Authority, ("Housing Authority") located at 721 Oxford Avenue, Suite 1219, Eau Claire WI 54701.

II. TERM OF CONTRACT

This Agreement shall commence upon adoption of Resolution 16-17/079. This Agreement shall remain in full force and effect until such time as the Housing Authority shall discontinue activities legally authorized under the programs it administers and or the dissolution of the Housing Authority pursuant to Wis. Stat. § 66.1201(5).

III. PURPOSE OF CONTRACT

The purpose of this contract is to delineate and detail the relationship and responsibilities of the County and the Housing Authority.

IV. SCOPE OF SERVICES

A. The Housing Authority agrees to:

1. Take all steps necessary to insure that Housing Authority employees are employees of Housing Authority and not employees of the County no later than January 1, 2018. This

includes responsibility for reviewing position descriptions, determining wages, initiating recruitment efforts, and selecting candidates for any vacancies or new positions created prior to and through the transition date included within this agreement.

2. Transition the existing Housing Authority employees, who have previously been considered County employees, to Housing Authority employees on or before January 1, 2018. On and after the date of this Agreement all new and future employees of the Housing Authority will be Housing Authority employees.

3. Contract with accounting/payroll consultants or legal counsel to process all necessary paperwork with Social Security Administration (SSA) and State of Wisconsin to become an employer with an active FEIN.

4. Comply with open meeting laws.

5. Fulfill its mission and mandates, to operate its units and programs to insure diverse, affordable and integrated housing that is available to the residents in all areas of Eau Claire County.

6. Be subject to applicable portions of the Wisconsin State Statutes and that the Housing Authority will continue to abide by all housing rules and regulations as set forth by the applicable: Code of Federal Regulations; Housing and Urban Development Regulations; Rural Development Regulations; and Accessibility Regulations as amended from time to time.

7. Resolve issues associated with the Housing Authority through its board of commissioners, and continue to oversee the overall operations of the Housing Authority. As a separate independent entity, the authority of the Housing Authority; properties; administration; and employees, shall be vested in the Board of Commissioners of the Housing Authority.

8. Being an independent entity distinct from the County therefore the Housing Authority is eligible for Non-County Agency funds and as a recipient of Non-County Agency funds, the Housing Authority may have to present/prepare reports for the County that support accountability for those funds.

B. The County agrees to provide:

1. Legal services as authorized in Wis. Stat. § 66.1201(5) through the Office of Corporation Counsel upon request at no charge.

2. Human resources only until transition to Housing Authority employees is completed consisting of assistance for recruitment, hiring, termination, disciplinary, or other human resource needs.

3. "In-Kind-Services" as follows: The Housing Authority, all Housing Authority employees, and the Housing Authority Board of Commissioners will be authorized to use the following county resources in addition to those authorized by law. The Housing Authority and its subordinates have the option to opt out of some "In-Kind-Services" due to financial costs or operational efficiency with a 30 day written notice to the County.

a. Purchasing Department Services

- general advice on purchasing/bids/contract issues
- provision for internal mailbox within mail room.

- Access to postage for outgoing mail, large project copying or printing, use of county phone system and lines with costs charged back to Housing Authority.
 - Continue to provide property, liability, boiler, fidelity, workers comp insurance through ECC with costs charged back until Housing Authority becomes legally recognized and registered employer through SSA and State of Wisconsin, or January 1, 2018, whichever occurs first.
- b. Information System Department Services
- general advice on technology purchases, compatibility, security, and use at discretion of County IS.
 - provision of network, security, email, office productivity application services and support.
 - migrate webpage out of Planning and Development Departmental page.
 - direct costs of equipment or software applications will be charged back to Housing Authority.
- c. Maintenance Department
- Services Security access and keys to Suites 1205, 1219 and 1201.
- d. Finance Department
- Print Housing Assistance Payment checks until notified by the Housing Authority or July 1, 2017, whichever is sooner. The Housing Authority will reimburse the County on a monthly basis.

4. Appointment of Commissioners. As a matter of law (Wis. Stat. § 66.1201(5)(b)), the County will continue to appoint members to the Housing Authority Board of Commissioners. As a matter of law, (Wis. Stat. § 66.1201 (5)(b)), and County Board Resolution 64-73, adopted March 20, 1973, the County will continue to provide per diems and mileage to county supervisors and citizen members on the Housing Authority's Board of Commissioners along with reimbursement of other necessary expenses incurred in the discharge of their duties at rates established by the County until such time the Housing Authority of the County of Eau Claire is dissolved by statute.

V. PAYMENTS FOR COSTS

The parties agree that any and all administrative costs incurred by either party in carrying out the terms of this Agreement shall be born solely by each party, respectively unless otherwise provided in this Agreement.

VI. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the County to: the County Administrator, Eau Claire County Courthouse, 721 Oxford Avenue, Suite 3520, Eau Claire, WI 54703; and upon the Housing Authority to: Executive Director, Eau Claire County Courthouse, 721 Oxford Avenue, Suite 1219, Eau Claire, WI 54703.

VII. INDEPENDENT STATUS.

The County and Housing Authority recognize they are independent agencies for all purposes, including workers compensation, and not employees, or agents of each other.

VIII. MUTUAL INDEMNIFICATION.

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

IX. WAIVER OF BREACHES

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

X. 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.

XI. 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.

XII. SECTION HEADINGS

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

XIII. 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.

XIV. NON-ASSIGNMENT OF AGREEMENT

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

XV. MODIFICATIONS TO AGREEMENT

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

XVI. EXECUTION

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

XVII. INTEGRATION OF AGREEMENT

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

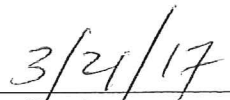
XVIII. AUTHORITY TO ENTER INTO AGREEMENT

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

EAU CLAIRE COUNTY BY:



KATHRYN A. SCHAUF, COUNTY ADMINISTRATOR

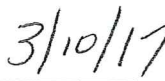


(Date)

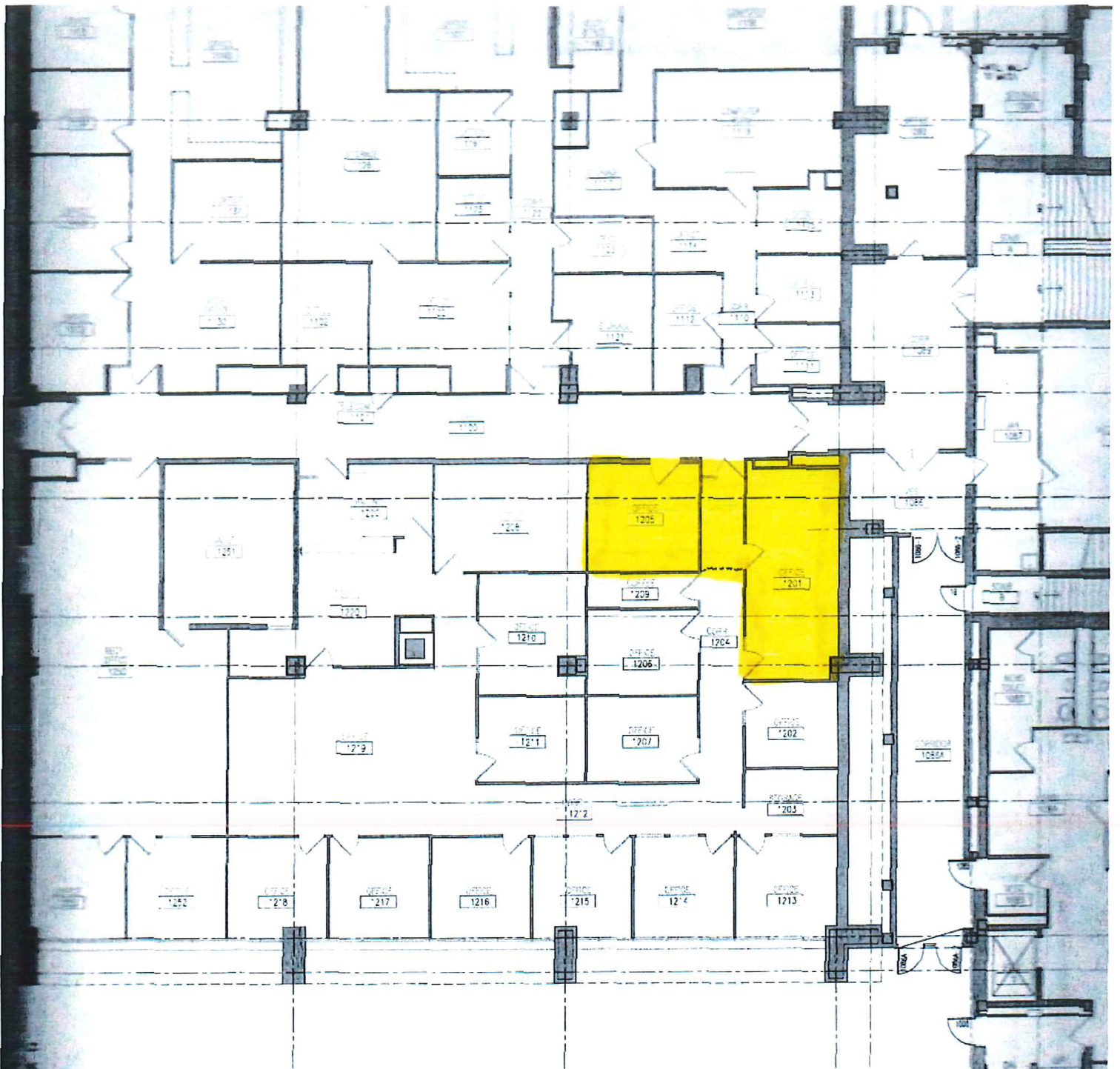
HOUSING AUTHORITY BY:



GEORGIA CROWNHART, INTERIM EXECUTIVE DIRECTOR



(Date)



1 AREA D - FIRST FLOOR PLAN
 1/8" = 1'-0"



- GENERAL PLAN NOTES:**
- A. DIMENSIONS ARE TO FINISHED FACE OF WALL (NOMINAL WALL DIMENSIONS).
 - B. SEE CODE REVIEW DRAWING FOR ALL RATED WALL ASSEMBLIES.
 - C. SEE 410.15 FOR WALL TYPES. ALL WALLS SHALL EXTEND TO BOTTOM OF EXISTG STRUCTURE UNLESS NOTED OTHER.
 - D. PATCH ALL EXISTING WALLS TO REMAIN WITH MATERIAL TO MATCH ADJACENT SURFACE.
 - E. PROTECT EXISTING TERRAZZO FLOORING WHERE SHOWN TO REMAIN AS FINISHED FLOORING.
 - F. CONTRACTOR TO FIELD VERIFY ALL EXISTING FLOOR CORING LOCATIONS TO AVOID CONCRETE JOISTS, BEAMS, AND POST-TENSIONING. NOTIFY ARCHITECT OF ANY VARIATIONS FROM PLANS SHOWN TO FIELDING OR

- GENERAL PLAN KEY:**
- NEW DOOR AND FRAME (SEE DOOR SCHEDULE)
 - EXISTING DOOR AND FRAME TO REMAIN
 - NEW GmV PARTITION
 - NEW STUD AND GYPSUM BOARD PARTITION
 - EXISTING BUILDING CONSTRUCTION TO REMAIN
 - DEMOTES DETENTION DOORS OR BORROWED LITES, SEE DOOR SCHEDULE FOR MORE INFORMATION.
 - CONSTRUCTION WORK LIMITS

ATTACHMENT A

FACT SHEET
File No. 19-20/048

The attached ordinance is to eliminate the current process of confirmation of meeting and use of the attendance (Per Diem) form. Currently the process is to have members of the board, committee or council sign the form to acknowledge attendance. Once completed, the form is given to the County Clerk to confirm the meeting was publicly noticed and then given to the Chair to confirm meeting took place. The change in process will eliminate the verification of meeting notice and attendance by the County Clerk's office and the Chair. Confirmation of the meeting will be done via email between the Committee Clerk and County Clerk's office and added to each agenda to further confirm. The workflow will be as follows:

1. Confirmation of meeting is completed via email once posted publicly by the County Clerk's office
2. Attendance/Per Diem form is signed by members of the board, committee or council
3. Attendance/Per Diem form is collected by the Committee Clerk
4. Committee Clerk enters attendees into the designated spreadsheet created by Payroll to correctly allocate Per Diem and mileage
5. Attendance/Per Diem form is given to Payroll to keep in their records

The ordinance will repeal **SECTION 2. 3.20.040** which states:

3.20.040 County board committee per diems.

A. Each supervisor shall be paid a per diem of \$30.00 for each committee or county board meeting he or she attends, except for committee meetings scheduled within 1 hour prior to a county board meeting or held during a county board recess. No per diem shall be allowed to any supervisor for attending the meeting of a committee to which he or she has not been appointed as provided by resolution or ordinance unless the chair of the committee certifies in writing that his or her attendance was requested. Any supervisor failing to answer at least half of all roll call votes at any meeting of the board shall be considered absent for per diem payment purposes.

B. The director shall prepare committee attendance report forms providing the following: the name of the committee; date, time and place of the meeting; a list of members in attendance; a list of persons not members whose attendance was requested by the chair; a certificate to be signed by the chair assuring compliance with A. and 3.20.030; and a certificate to be signed by the county clerk or his or her designee assuring compliance with C.

C. The completed committee attendance forms as provided in B. shall be transmitted promptly by the committee chair after each meeting to the county clerk who shall certify that said meeting was publicly noticed as required by Wis. Stat. §19.84, and shall thereafter transmit said form to the human resources department.

D. Where 2 or more committees meet jointly, the chair of each committee shall complete a separate committee attendance repmi form for submission as provided in this section. (Ord. 159-20, Sec. 1, 2015; Ord. 158-12, Sec. 8 & 9, 2014; Ord. 152-34, Sec. 1, 2008; Ord. 151- 10, Sec. 25, 2007; Ord. 147-54, 2003; Ord.141-63, 1997; Ord. 135-60, 1991; Ord. 133-68, Ord. 133-57, 1989; Ord. 131-46, Secs.2 & 3, 1987; Ord. 130-46, Sec.1, 1986; Ord. 127-60, Sec.2, 1983; Ord. 126-76, Secs.6 (paii), 7, 1983; Ord. 126-39, Secs.5, 6, 6m, 1982; Ord. 81-82/344, Sec.1, 1981; Ord. 80-81/244, Sec.1, 1980; Ord. 79-80/244, Sec.2, 1979; Ord. 361-77, Sec.3, 1977).

The ordinance will repeal **SECTION 3. 3.20.100** which states:

A. The finance director or designee shall prepare a separate attendance form for meetings of county governing bodies created under 2.05.001. The form shall contain certificates substantially similar to those under 3.20.040 B. Completed forms shall be filed promptly with the county clerk after each meeting by the chair of the governing body. The clerk shall certify whether the meeting was publicly noticed as required under Wis. Stat. § 19.84, and shall thereafter transmit the form to the finance department.

B. Each supervisor appointed under 3.20.030 B. or C. shall promptly after the meeting file with the chair of the county board a certificate of attendance. If the supervisor attended the meeting, the chair shall execute and file the certificate with the finance department. The finance director or designee shall prepare appropriate certificate forms.

C. No per diem claims shall be allowed if not filed within 60 days of the date of the committee meeting and in accord with this section.

D. No claim for per diem or mileage for meetings attended pursuant to 3.20.030 B. or C. may be made or allowed if the member appointed is entitled to receive per diem or mileage reimbursement equal to or greater than that allowed under this chapter from any other source. If the per diem or mileage reimbursement from such source is less than the amount allowed under this chapter, the member may submit a claim to the county for the difference between the amount allowed by this chapter and the amount received.

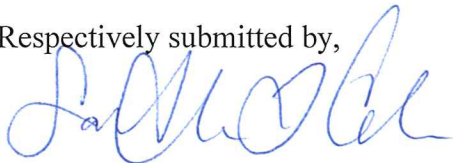
E. All claims under this section shall include the claimant's certification that the claim is true and correct, and that no portion of the amount claimed was previously reimbursed by the county or by any other source. (Ord. 147-54, 2003; Ord.140-107, Secs.2-3, 1997; Ord. 126-76, Secs.5, 6(part), 8, 1983).

The ordinance will amend **SECTION 3.20.020** as outlined in the attached ordinance.

The ordinance will amend **SECTION 2.04.140.G** as outlined in the attached ordinance.

Fiscal Impact: None

Respectively submitted by,



Samantha Cole
Administrative Specialist III
Department of Administration

2
3 - TO AMEND SECTION 3.20.020 OF THE CODE: COUNTY BOARD OF
4 SUPERVISORS COMPENSATION; TO REPEAL SECTION 3.20.040 OF THE CODE:
5 COUNTY BOARD COMMITTEE PER DIEMS; TO REPEAL SECTION 3.20.100 OF
6 THE CODE: COMPENSATION CLAIMS AND PAYMENTS; TO AMEND SECTION
7 2.04.140 RULE 14 – GENERAL DUTIES AND POWERS OF STANDING
8 COMMITTEES -
9

10 The County Board of Supervisors of the County of Eau Claire does ordain as follows:
11

12 SECTION 1. That Section 3.20.020 of the code be amended to read:
13

14 3.20.020 County board of supervisors compensation.

15 A. The compensation for each member of the county board shall be paid monthly by
16 the county treasurer on the payroll date falling no earlier than the 7th day but not later than the
17 20th day of each month as follows:

- 18 1. Chair: \$4,675 per year at \$389.58 per month;
- 19 2. First vice chair: \$1,836 per year at \$153 per month;
- 20 3. All others: \$1,326 per year at \$110.50 per month;
- 21 4. A pro rata adjustment shall be made for portions of months not served in such
22 capacities.

23 B. ~~The compensation provided in A. shall be for all services for the county except as~~
24 ~~provided in 3.20.040. Each supervisor shall be paid a per diem of \$30.00 for each committee or~~
25 ~~county board meeting he or she attends.~~

26 C. ~~No per diem claims shall be allowed if not filed within 60 days of the date of the~~
27 ~~committee meeting and in accord with this section.~~

28 D. ~~All claims under this section shall include the claimant's certification that the~~
29 ~~claim is true and correct, and that no portion of the amount claimed was previously reimbursed~~
30 ~~by the county or by any other source.~~

31
32 SECTION 2. That Section 3.20.040 of the code be repealed.
33

34 SECTION 3. That Section 3.20.100 of the code be repealed.
35

36 SECTION 4. That Section 2.04.140.G of the code be amended to read:
37

38 G. Duties of the committee clerk.

39 1. The committee clerk shall be responsible for the compilation and distribution of
40 agendas including any ancillary agenda packet materials, recording and distributing minutes of
41 committee meetings. ~~files, typing and records of the committee, and for recording the minutes of~~
42 ~~each committee meeting which shall be reduced to typewritten copy, distributed to the members~~
43 ~~and approved at the next succeeding meeting following preparation thereof. The original copy of~~
44 ~~the approved minutes of each meeting shall be filed in the office of the county clerk within two~~
45 ~~working days of their approval or correction.~~

46 2. The committee clerk shall be responsible for recording the attendance of members
47 on the appropriate forms. ~~and for submitting same to the county clerk.~~

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3. The committee clerk shall see that all resolutions, ordinances, amendments and reports of the committee are properly drafted, ~~typed, and signed and submitted prior to~~ submission to the county administrator for the county board calendar.

ENACTED:

Committee on Administration

KS/sc

Dated this _____ day of _____, 2019.

FACT SHEET
File No. 19-20/049

The resolution changes the venue for the Veteran's Tribute Trail and Park from the City of Eau Claire to the City of Altoona. Both communities are located in Eau Claire County, the project has no additional changes to the County Honor Mall the county contribution funds, therefore the change in venue is a technical amendment to the memorandum of understanding.

From the Veterans Tribute Foundation:

1. The anticipated cost of the project to be built in the City of Altoona over the first four years will be between \$2,000,000 and \$2,200,000. This includes the Eau Claire County Honor Mall to be built in 2020 which is currently estimated between \$700,000 and \$800,000. **The Honor Mall has not changed in design from the original proposal.**

Although the project will not have to pay for as much infrastructure in Altoona, due to the delay in the project, the estimated cost for the Honor Mall has **increased** due to additional construction costs. (See Note A)

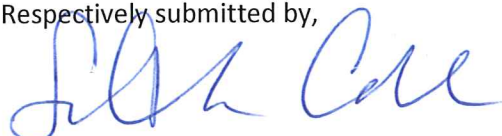
2. As of July 1, 2019, the total amount of the funding, including cash, pledges and in-kind donations is \$1.4 million. This includes the sponsorship from Eau Claire County for the Honor Mall, which will have the County Crest in the center as recognition of their support. **This amount does not include the value of the property, current amenities and the improvements from the City of Altoona, nor the over \$500,000 of grants that have been applied for.**
3. A copy of the MOU from the City of Altoona is attached.

Notes:

- A. The construction cost of the honor mall, the area that the \$450K will be designated for, has been steadily going up and will be more expensive than when the commitment was passed by the Board in 2018. The labor cost and material cost could also increase again substantially (estimated between \$85,000 and 100K) if tariffs hit before the order/bids is made, which Eau Claire County Veterans Foundation is committed to cover with additional fundraising to cover this increase cost.
- B. The project build and the monies collected will be phased in with the project, which is the same agreement for the project in Altoona as it was in Eau Claire (as described in 2018).

Fiscal Impact: None

Respectively submitted by,



Samantha Cole

Administrative Specialist III – Department of Administration

2
3 AUTHORIZING CHANGE OF VENUE OF THE VETERAN’S TRIBUTE TRAIL.
4

5 WHEREAS, Eau Claire County is committed to honoring our veterans by supporting
6 construction of the Veteran’s Tribute Trail; and
7

8 WHEREAS, the Veteran’s Tribute Trail Project provides a unique opportunity for the
9 community to work collaboratively to create a tribute that will honor our veterans, honor our
10 country, and educate our youth; and
11

12 WHEREAS, a part of the Veteran’s Tribute Trail project will be called the Eau Claire
13 County Veterans Honor Mall which will include the Eau Claire County Logo predominantly
14 displayed in the center of the courtyard; and,
15

16 WHEREAS, the Eau Claire County Veterans Honor Mall and the Veteran’s Tribute Trail are to
17 be constructed and maintained by the Eau Claire County Veterans Foundation, a not for profit
18 organization; and
19

20 WHEREAS, Wisconsin State Statute §45.72 specifically authorizes a county board of
21 supervisors to appropriate funds for a Veterans’ Memorial; and
22

23 WHEREAS, in November 2018, the Eau Claire County Board authorized a contribution to the
24 Eau Claire County Veterans Foundation in the amount of \$450,000 in two payments, with
25 \$225,000 in the 2019 approved capital budget and an additional \$225,000 in the 2020 capital budget.
26

27 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board of Supervisors
28 amends the memorandum of understanding agreed upon between Eau Claire County and the Veterans
29 Tribute Foundation, to change the location of the Tribute Trail and Mall from the City of Eau Claire to
30 the City of Altoona
31

32 OFFERED BY:
33

34 _____
35 _____
36 _____
37 _____

38 _____
39 Committee on Administration

40 KS/sc
41

42 Dated this _____ day of _____, 2019.
43

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF EAU CLAIRE AND THE
EAU CLAIRE VETERANS TRIBUTE FOUNDATION**

This MEMORANDUM OF UNDERSTANDING (MOU) dated this 18th day of April, 2019 by and between the County of Eau Claire ("County") and Eau Claire Veterans Tribute Foundation ("Foundation"), collectively known as "the Parties."

RECITALS

WHEREAS, the Veterans Tribute Trail Project provides a unique opportunity for the community to work collaboratively to create a tribute that will not only honor our veterans, but also honor our flag and educate our youth; and

WHEREAS, the Eau Claire County Board of Supervisors is authorized to provide funding for a veterans memorial and to the Eau Claire County Veteran Foundation pursuant to Wis. Stat. §45.72; and

WHEREAS, the Eau Claire County Board of supervisors on November 7, 2018 adopted Resolution File No. 18-19/079, a copy of which is attached, authorizing a donation of \$450,000 to the Eau Claire Veterans Foundation for the Eau Claire County Veteran's Honor Mall in two payments of \$225,000 with the first payment of \$225,000 included in the 2019 capital budget and the intent to make the second \$225,000 payment in 2020.

NOW THEREFORE, and intending to be bound, the Parties hereby agree as follows:

1. **RECITALS.** The above Recitals are hereby incorporated by reference and form a part of this MOU.
2. **RESPONSIBILITIES OF THE COUNTY.**
 - a. Payment of the donation of \$450,000 in equal installments of \$225,000 in 2019 and 2020.
3. **RESPONSIBILITIES OF THE FOUNDATION.** In order to qualify for the County donation, the Foundation shall meet the following contingencies:
 - a. Evidence of funding of at least \$2,000,000 from philanthropy and other private and public sources.
 - b. Evidence of sufficient funding guarantees and reserves to insure long-term operational sustainability.
 - c. Successful negotiation and approval of funding, development and operational agreements by and between the City of Eau Claire and the Eau Claire County Veterans Foundation.
 - d. Approval by the City of Eau Claire of all required plans and permits necessary for the construction of the project.
4. **TERM.** The term of this MOU shall commence upon execution of this MOU and end on the date of the second payment by the County.

5. **REMEDIES.** Failure of the Foundation to fully perform its duties under the terms of this MOU shall constitute a breach. Upon breach by the Foundation, the County shall provide the Foundation with notice and if not corrected after thirty (30) days may terminate the MOU with or without further notice.
6. **NOTICES.** This MOU constitutes the entire agreement of the Parties. This MOU may not be altered without the prior written consent of the Parties. This MOU shall be construed in accordance with, and governed by the laws of the State of Wisconsin. This MOU may be terminated by the prior written consent of the parties or by the dissolution of the Foundation. Notice required by this MOU shall be given in writing and addressed to the following via U.S. Mail:

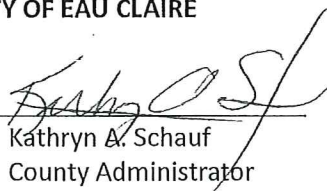
If to the County: County Administrator
721 Oxford Avenue
Suite 3510
Eau Claire, WI 54703

If to the Foundation: Eau Claire Veterans Tribute Foundation
Attn: Mark Beckfield
4245 Meadowwood Drive
Eau Claire, WI 54701

IN WITNESS WHEREOF, the parties hereby affix their signatures, by their duly appointed representatives, at Eau Claire, Wisconsin this 19 day of April, 2019.

COUNTY OF EAU CLAIRE

By: _____


Kathryn A. Schauf
County Administrator

EAU CLAIRE Veterans Tribute Foundation

By: _____


Mark Beckfield
Veterans Tribute Foundation

**A MEMORANDUM OF UNDERSTANDING RELATED TO THE COOPERATIVE
EFFORTS OF THE CITY OF ALTOONA AND EAU CLAIRE COUNTY VETERANS
TRIBUTE FOUNDATION, INC. TO DEVELOP A VETERANS' TRIBUTE IN THE
CITY OF ALTOONA**

WHEREAS, Eau Claire County Veterans Tribute Foundation, Inc. (the "Veterans Tribute Foundation") approached the City of Altoona with a concept to establish a Veterans' tribute within the City of Altoona, which honors local veterans and will serve to educate the public; and

WHEREAS, the City of Altoona has many parks and greenspaces which could accommodate the Veterans' tribute; and

WHEREAS, the City of Altoona and Veterans Tribute Foundation have mutual interest and will both benefit from the development of a Veterans' tribute in the City of Altoona.

NOW, THEREFORE, the Common Council of the City of Altoona and Veterans Tribute Foundation agree as follows:

1. **Development of Plan.** The City Administrator and other appropriate city personnel and Veterans Tribute Foundation will cooperate to develop a plan for a Veterans' tribute within the City of Altoona which honors Chippewa Valley veterans, educates the public, and is beneficial to the City of Altoona, its residents and businesses.
2. **Development Agreement.** The City of Altoona and Veterans Tribute Foundation will cooperate in the preparation of a Development Agreement to formalize the parties' understanding with respect to the development of the Veterans tribute in the City of Altoona in a manner consistent with this Memorandum of Understanding as details of the project are finalized.

Dated this 24th day of July 2019

CITY OF ALTOONA



Brendan Pratt
Mayor

Attest: Cindy Bauer
Cindy Bauer
City Clerk

EAU CLAIRE COUNTY VETERANS
TRIBUTE FOUNDATION, INC.



By: _____
Mark Beckfield
President

By: Joseph Heil
Joseph Heil
Trustee



Eau Claire County Board of Supervisors

721 Oxford Avenue, Room 3520

Eau Claire, WI 54703

Phone: 715-839-5106

Fax: 715-839-6243



TO: Eau Claire County Board of Supervisors
FROM: Colleen Bates, Vice-Chair

RE: Appointment of Members to a Special Committee on Rural Broadband passed by the County Board of Supervisors on July 16, 2019 with Resolution 19-20/020

DATE: August 20, 2019

I certify that the named citizen representatives below have been selected for appointment as follows and are expected to serve a term of 12 months:

Rural Broadband Committee (11 Members)

Lynn Thompson – Eau Claire Electric Coop
Joseph Malual – Extension
Don Mowry – Eau Claire County Board of Supervisors
Mark Zuber – Town Clerk (Drammen)
Kevin Groskreutz – HSHS
Collin Pomplun – Augusta School District
Sara Lipke – CINC/CESA Representative
Jerry Bauer – JB Systems
Tom Laubach – Mega Coop
Scott Hoffinan – WIN Technologies
Joe Alf – Township Fire Department

Our Mission

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