



AGENDA

Eau Claire County Board of Supervisors
Tuesday, March 16, 2021 at 7 pm
Virtual Meeting via Webex

For those wishing to make public comment (verbal or written), you must fill out your information on the following link and click “Submit” **at least 60 minutes prior** to the start of the meeting. Verbal comments are called in the order received. Comments are limited to 3 minutes/person – session has a 30-minute maximum. Link: [County Board Electronic Comment Form](#)

Public Access:

LIVE Streaming on YouTube: <https://www.youtube.com/user/EauClaireCounty>

Via Webex Online (registration required):

Link:

<https://eauclairecounty.webex.com/eauclairecounty/onstage/g.php?MTID=e2880ba985dd02bd1868e343f1d762fc7>

Password: RRmFQxcR396

Dial in Number: 1-415-655-0001

Access Code: 145 569 4170

**Mute personal devices upon entry*

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

1. Call to Order
2. Honoring of the Flag and Moment of Reflection by: Supervisor James Dunning
3. Call of the Roll
4. Approval of the Journal of Proceedings from March 2, 2021 *Pages 1-2*
5. **PUBLIC COMMENT (30-minute session - 3 minutes per speaker)**
6. **REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

Oral Reports

- Pre-sale reports for the 2021B and 2021C Bond Issues by Sean Lentz, Ehlers
- Information on Landfill by Corporation Counsel, Tim Sullivan
- EDSJI Survey Update by the EDSJI Taskforce Members Eric Killen, Luke Fedie and Supervisor Katherine Schneider *Pages 3-15*
- Cash and 2020 Fund Balance Update by Norb Kirk, Director of Finance *Pages 16-19*
- County Administrator Update from Kathryn Schauf

Written Reports

- [Link to 2020 Department Annual Reports](#)
- [Link to 2020 Community Agency Reports](#)
- Reports from Finance Department:
 - 2021 Contingency Fund Report *Page 20*
 - February Vouchers over \$10,000 *Pages 21-25*

7. PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

- Proclamation proclaiming Severe Weather Awareness Week April 12-16, 2021 *Page 26*

8. FIRST READING OF ORDINANCES BY COMMITTEES

Committee on Administration

File No

20-21/075 (1) Ordinance: Creating section 4.30.140 of the Eau Claire County Code; Child Support Agency Fees *Pages 27-29*

9. FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS

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

Committee on Administration

File No

20-21/123 (1) Resolution: Authorizing the purchase of approximately 6.87 acres of land located in the Town of Washington along US 53 and Otter Creek Rd from Marlys Sterry and Christopher Horlacher for the sum of \$220,000; authorizing the County Administrator to execute all necessary documents on behalf of Eau Claire County *Pages 30-31*

Committee on Finance and Budget

File No

20-21/121 (1) Resolution: Awarding the sale of \$24,350,000 general obligation Highway Facility bonds, series 2021B (**The Committee on Finance and Budget will meet prior to the County Board meeting to review this item**) *Pages 32-51*

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-6945, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

- 20-21/122 (1) Resolution: Awarding the sale of \$7,405,000 general obligation promissory notes, series 2021C (**The Committee on Finance and Budget will meet prior to the County Board meeting to review this item**) *Pages 52-71*
- 20-21/118 (1) Resolution: Disallowing the claim of A+ Storage Solutions filed on February 8, 2021 by owner Marcia Bowman against Eau Claire County; directing the County Clerk to notify the claimant of said disallowance *Pages 72-73*
- 20-21/124 (1) Resolution: Financial Policy: Procurement Card (**The Committee on Finance and Budget will meet on March 15, 2021 to review this item**) *Pages 75-76*

11. APPOINTMENTS

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

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

Tuesday, March 2, 2021

The County Board of Supervisors of the County of Eau Claire convened remotely via Webex Events on Tuesday, March 2, 2021, and was called to order by Chair Nick Smiar at 7:02 p.m.

The Board honored the flag with the pledge of allegiance.
Moment of reflection was presented by Supervisor Gatlin.

Roll Call: 26 present: Supervisors Gary G. Gibson, Sandra McKinney, Joe Knight, Stella Pagonis, Dane Zook, Kevin Stelljes, Donald D. Mowry, Ray L. Henning, Colleen A. Bates, Connie Russell, Judy Gatlin, Nick Smiar, Chris Hambuch-Boyle, Martha Nieman, James A. Dunning, Gerald Wilkie, Nathan Anderson, Mark Beckfield, Katherine Schneider, Robin J. Leary, Heather DeLuka, Melissa Janssen, Tami Schraufnagel, Zoe Roberts, Kimberly A. Cronk, Missy Christopherson
3 absent: Supervisors Carl Anton, Steve Chilson, Nancy Coffey

JOURNAL OF PROCEEDINGS (February 17, 2021)

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

PUBLIC COMMENT

No one wished to speak.

REPORTS TO THE COUNTY BOARD UNDER 2.04.320

The following oral reports were presented:

- Overview of the Comprehensive Plan from Rod Eslinger, Director of Planning and Development, and Matt Michels, Senior Planner
- Report on Plowing Policy from Jon Johnson, Highway Commissioner

No written reports were presented.

PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

A letter was received from the Town of Washington RE: Forensic Audit of the Department of Health and Human Services.

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

Highway Committee

Resolution 20-21/117 ABOLISH 1.0 (FTE) PARTS AND INVENTORY SUPPORT POSITION, CREATE 1.0 (FTE) MECHANIC POSITION

On a motion made by Supervisor Schneider, seconded by Supervisor Henning, the resolution was adopted via voice vote.

Committee on Planning and Development

Ordinance 20-21/087 TO AMEND SECTION 19.01.010 OF THE CODE: ADOPTION OF THE EAU CLAIRE COUNTY WISCONSIN COMPREHENSIVE PLAN

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

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

25 ayes: Supervisors Gibson, McKinney, Knight, Pagonis, Zook, Stelljes, Mowry, Henning, Bates, Russell, Gatlin, Smiar, Hambuch-Boyle, Nieman, Dunning, Wilkie, Anderson, Schneider, Leary, DeLuka, Janssen, Schraufnagel, Roberts, Cronk, Christopherson

0 noes

4 absent: Supervisors Beckfield, Anton, Chilson, Coffey

Ordinance 20-21/113 AMENDING THE 1982 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF PLEASANT VALLEY

Motion by Supervisor Hambuch-Boyle, seconded by Supervisor Pagonis, for enactment.

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

25 ayes: Supervisors Gibson, McKinney, Knight, Pagonis, Zook, Stelljes, Mowry, Henning, Bates, Russell, Gatlin, Smiar, Hambuch-Boyle, Nieman, Dunning, Wilkie, Anderson, Schneider, Leary, DeLuka, Janssen, Schraufnagel, Roberts, Cronk, Christopherson

0 noes

4 absent: Supervisors Beckfield, Anton, Chilson, Coffey

APPOINTMENTS

CONFIRMING CITIZEN AND COUNTY BOARD APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COUNCILS BY CHAIR NICK SMIAR

On a motion by Supervisor Nieman, seconded by Supervisor Cronk, the appointment of Supervisor James A. Dunning to the Rail Commission, was approved via voice vote.

The Board adjourned at 8:48 p.m.

Respectfully submitted,



Sue McDonald
County Clerk



Eau Claire
C O U N T Y

**Diversity, Inclusion, Equity, and
Social Justice Task force
Address to Eau Claire County Board**

MARCH 16, 2021

TASK FORCE OVERVIEW

- Diversity and Inclusion Committee formed in 2019.
 - Focus - Prioritize the commitment of ECC in creating a work environment that fosters a wide range of perspectives, experiences, cultures, and traditions.
 - Accomplishments – Survey, Mutual Respect and Protection Policy, gender inclusive restroom, speaker.
- Task Force for EDISJ formed in 2020 with commitment to the ideas and principles that guided the initial committee. The objective was to identify recommendations on a pathway forward for Eau Claire County.
- Task Force Membership:
 - Kathie Schneider, Co-Chair – County Board Member
 - Luke Fedie, Co-Chair – Department of Human Services
 - Eric Killen – Veteran Services Director
 - Brian Spilde and Kyle Welbes – Highway
 - Emily Peterson – Information Systems
 - Jacqueline Olson – Sheriff’s Office
 - Megan Brasch – Child Support
 - Sara Bronstad – Human Resources
- Task Force is temporary, but the change is continual and long lasting. Brainstorming efforts to effectively improve the culture of our organization. Our vision includes ensuring all employees and public feel respected and valued, all employees feel comfortable in bringing their true selves to work if they choose, and mindful diversity among our workforce. The task force did a survey and made initial recommendations to Administrator Schauf for possible next steps.

TO MAKE YOUR ORGANIZATION MORE INCLUSIVE, START WITH DATA

- The first step to creating a more inclusive and equitable organization is to understand your status quo.
- We conducted the survey with the intention that survey would create opportunities for year-over-year benchmarking and to identify opportunities for staff education.
- The survey was written by members of the Task Force.
 - 42 questions using a 5-point Likert scale (“strongly disagree” to “strongly agree”)
 - Anonymous, aggregate data
 - Participation optional – 401 respondents for 68% response rate
- Why the Data Matters
 - We manage what we measure.
 - High level data keeps conversations productive.
 - Data is especially important for leadership.
 - Advocating for budgetary changes is easier with objective numbers.

SURVEY PARTICIPANTS

- Demographics are critical in understanding the experience of individuals with different backgrounds and identities
- Demographic information is personal, and employees may not feel comfortable sharing it. This is less of an issue for confidential surveys, where employee data can be attributed to participants but remains confidential.

Race/Ethnicity	n	%	Gender Identity	n	%	Sexual Orientation	n	%
Black / African American	4	1%	Woman	246	62%	Asexual	19	4.8%
American Indian	2	.5%	Man	144	36%	Bisexual	1	.25%
Asian	14	3.5%	Non-binary	1	.25%	Gay or Lesbian	5	1.3%
Hispanic/Latino	6	1.5%	Transgender	2	.5%	Heterosexual	356	90%
White	367	92%				Pansexual	1	.25%
None of the above	7	1.8%				Queer	1	.25%
						None of the above	12	3%
Veteran/Military	n	%	Disability	n	%			
Yes	21	5.2%	Yes	23	5.7%			

SURVEY FINDINGS

- Included, Valued, and Respected - Individuals perceive that they are included in their departments (77%) and are comfortable voicing a contrary opinion to their supervisor (76%). Seventy-seven percent feel that their direct supervisor values their opinion and 76% feel they are encouraged to innovate new ways of getting tasks completed more effectively. Seventy-two percent of respondents feel that employees, organization-wide, treat each other with respect.
- Common Purpose – Eighty-two percent agree overall that they understand how their Individual contribution and their department’s mission contributes to the goals of the county.
- Access to Opportunity - Seventy-five percent, overall agreed that their direct supervisor supports them in their career development. Also, 75% indicated their job performance evaluation accurately reflected their work performance.
- Work Life Balance – Seventy-nine percent of individuals agreed with the question, “Eau Claire County enables me to balance my work and personal life.”

SURVEY FINDINGS CONT...

- Ethical and Professional Behavior – Eighty-five percent of Individuals perceive that their direct supervisor demonstrates ethical behavior, and seventy-six percent of all respondents are confident in their coworkers ability to perform their job duties.
- Understanding Diversity and Equity – Seventy-five percent of individuals indicated that they know their role in promoting equity in the workplace. Seventy-two percent of respondents agree that they are comfortable talking about equity, diversity, inclusion, and social justice with their co-workers and seventy-three percent indicated they benefit from working with a diverse workforce.
- Discrimination Complaint and Accommodations – Forty-three percent of individuals indicated that they do not understand how to file a discrimination complaint and forty percent do not know how to request a workplace accommodation.
- Lack of Time/Resources – Seventy seven percent of respondents indicated that a lack of time of resources is their greatest barrier to performing their work.
- Trust – Individuals indicated a high level of trust in their peers within their departments (81%) and for their direct supervisors (79%) but only a minority indicated trust in the County Administration (32%) and in the County board (21%).

HOW TO MAKE THE MOST OF THE SURVEY

- Translating the results of your survey into action should take just as much effort as administering the survey itself — likely more.
- One-and-done isn't enough. Don't stop collecting data once you've implemented changes; keep surveying your team to see if things are really improving.
- Make a plan for what to do with the results. Develop recommendations to address problems raised by the survey.

THANK YOU!



Executive Summary and Look Ahead

Task Force for Equity, Diversity, Inclusion, and Social Justice

Created: September 01, 2020

Updated: January 15, 2021

INTRODUCTION:

A diverse team operating in an inclusive and equitable environment improves individual and organizational performance and results in better value to customers, employees, and taxpayers. A workforce who understands and acts on the principles of equity, inclusivity, diversity, and social justice can better understand and meet the needs of our customers: the citizens of Eau Claire County. County-wide, progress will continue in the areas of these principles through training, development, and policy review.

HISTORICAL BACKGROUND:

A Diversity and Inclusion Committee was first formed in early 2019 to prioritize the commitment of Eau Claire County in creating a work environment that fosters a wide range of perspectives, experiences, cultures, and traditions. The group created and distributed a survey, facilitated the development and adoption of the Mutual Respect and Protection Policy, directed the installation of a gender inclusive restroom within the Government Center, and coordinated a thought-provoking speaker to provide training to all staff regarding cultural humility. The task force is continuing the EDISJ efforts with commitment to the ideas and principles that guided the initial committee. The objective of the taskforce is to identify recommendations on a pathway forward for Eau Claire County.

TASK FORCE MEMBERSHIP:

Kathie Schneider, Co-Chair – County Board Member
Luke Fedie, Co-Chair – Department of Human Services
Eric Killen – Veteran's Services
Brian Spilde and Kyle Welbes – Highway
Emily Peterson – Information Systems
Jacqueline Olson – Sheriff's Office
Megan Brasch – Child Support
Sara Bronstad – Human Resources

WHAT IS BEING PROMOTED BY THIS TASK FORCE:

This task force is a temporary catalyst for continual, long lasting change. The group has been brainstorming efforts to effectively improve the culture of our organization. Our vision of improvement includes ensuring all employees and public feel respected and valued, all employees feel comfortable in bringing their true selves to work if they choose, and mindful diversity among our workforce. To meet these goals, our recommendations are listed below. The overarching theme is to provide ongoing training for all staff, especially supervisors, and to allocate resources, including time, to root EDISJ within current standing and future practices.

RECOMMENDATIONS TO ADMINISTRATOR:

- Survey staff annually to identify the EDISJ needs of our workforce
- Include Martin Luther King, Jr. Day as a paid County holiday
- Create a position to focus exclusively on Diversity and Inclusion efforts within our workforce
- Establish a formal employee committee to be led by the new position
- Provide ongoing EDISJ training for new hires, department heads, supervisors and County Board supervisors, and all current staff
- Create toolbox of EDISJ resources online, books, podcasts, videos, etc., accessible by all employees
- Include EDISJ articles in employee newsletter
- Develop interactive ways to keep staff engaged in diversity, such as facilitating book clubs or monthly recognitions
- Include EDISJ as an area in which employees are evaluated within annual performance reviews
- Examine hiring policies and practices to ensure we are hiring with EDISJ in mind
- Network with city, university, chamber of commerce to share resources, trainings, and ideas

SUMMARY OF SURVEY RESULTS:

In November of 2020, a Diversity and Inclusion Survey created by the diversity and inclusion task force was made available to all employees of Eau Claire County for a period of two weeks. This survey was an effort to gain a point-in-time understanding of how Eau Claire County leaders and staff perceive the state of diversity and inclusion in our organization. This was also part of the county's ongoing efforts to ensure that diversity and inclusiveness are built into all aspects of the county environment. This tool and these results will be shared with the EDISJ Manager upon hire.

Survey Tool and Respondents

The 42-question anonymous survey was completed by 401 respondents, representative of the county workforce, providing an overall response rate of 68%. The survey data is reported in the aggregate to ensure no individual respondent can be identified. Participation in the survey and each individual question was entirely optional. Responses to most questions were captured using a 5-point Likert scale which ranged from “strongly disagree” to “strongly agree.”

Table 1: Survey Participants

Race/Ethnicity	n	%	Gender Identity	n	%	Sexual Orientation	n	%
Black / African American	4	1%	Woman	246	62%	Asexual	19	4.8%
American Indian	2	.5%	Man	144	36%	Bisexual	1	.25%
Asian	14	3.5%	Non-binary	1	.25%	Gay or Lesbian	5	1.3%
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White	367	92%				Pansexual	1	.25%
None of the above	7	1.8%				Queer	1	.25%
						None of the above	12	3%
Veteran/Military	n	%	Disability	n	%			
Yes	21	5.2%	Yes	23	5.7%			

Survey Analysis

To gain a greater understanding regarding diversity and inclusion within the Eau Claire County workplace, we focused on the percentage of positive responses (e.g., strongly agree or agree). In this summary, we identify the strengths and areas of challenge that are especially noticeable. Gaining this insight into the county workforce’s opinions, perceptions, and behaviors provides a starting point to operationalize our training and institutional processes.

Highlights of Findings

- **Included, Valued, and Respected** - Individuals perceive that they are included in their departments (77%) and are comfortable voicing a contrary opinion to their supervisor (76%). Seventy-seven percent feel that their direct supervisor values their opinion and 76% feel they are encouraged to innovate new ways of getting tasks completed more effectively. Seventy-two percent of respondents feel that employees, organization-wide, treat each other with respect.
- **Common Purpose** – Eighty-two percent agree overall that they understand how their Individual contribution and their department’s mission contributes to the goals of the county.
- **Access to Opportunity** - Seventy-five percent, overall agreed that their direct supervisor supports them in their career development. Also, 75% indicated their job performance evaluation accurately reflected their work performance.
- **Work Life Balance** – Seventy-nine percent of individuals agreed with the question, “Eau Claire County enables me to balance my work and personal life.”

- **Ethical and Professional Behavior** – Eighty-five percent of Individuals perceive that their direct supervisor demonstrates ethical behavior, and seventy-six percent of all respondents are confident in their coworkers ability to perform their job duties.
- **Understanding Diversity and Equity** – Seventy-five percent of individuals indicated that they know their role in promoting equity in the workplace. Seventy-two percent of respondents agree that they are comfortable talking about equity, diversity, inclusion, and social justice with their co-workers and seventy-three percent indicated they benefit from working with a diverse workforce.
- **Discrimination Complaint and Accommodations** – Forty-three percent of individuals indicated that they do not understand how to file a discrimination complaint and forty percent do not know how to request a workplace accommodation.
- **Lack of Time/Resources** – Seventy seven percent of respondents indicated that a lack of time of resources is their greatest barrier to performing their work.
- **Trust** – Individuals indicated a high level of trust in their peers within their departments (81%) and for their direct supervisors (79%) but only a minority indicated trust in the County Administration (32%) and in the County board (21%).

The full survey results are available to all staff and provide insight into the perception of diversity, inclusion, and trust within our organization. This tool will also be shared with the new EDISJ Manager who will develop, implement, and monitor programs that promote EDISJ within the organization, working closely with the Human Resources Departments.

CONCLUSION:

The highest performing organizations understand both the social and business value of equality. Actively working to foster diversity and inclusion will provide performance gains within the county through maximizing the potential of individuals and by better understanding the unique needs of our customers.

Equity, Diversity, & Inclusion Planning Timeline

Fall/Winter
2020/21

Assess Needs

- Taskforce assessment: Investigation of organizational readiness and needed next steps
- Develop organizational capacity

Spring
2021

Current Activity

- Hiring of EDI Coordinator
- NEOGov Learn – Implicit Bias Training
- Continued capacity development
- Development of EDI focused services: CJCC; and Human Services
- Committee on Administration: Committee development discussion

Summer
2021

Next steps

- Develop detailed implementation plan for review of policies and practices
- Telling our story of Success – sharing performance metrics and cultural change
 - Develop tools to remove obstacles to change

Summer
2021

Inclusion Forums

- Inclusion Forums
 - Relationship building
 - Interactive problem solving

2022 &
Forward

Community Engagement

Opportunities for community engagement

Eau Claire County
2020 Fund Balance Analysis (Unaudited)
 Estimated December 31, 2020

revenue rec'd thru 02.26.21

	03.04.21	01.13.21	increase/ (decrease)
<u>2020 Estimated General Fund Balance Unassigned Summary</u>			
General Fund Balance Unassigned at 12/31/19	\$ 10,468,755	\$ 10,468,755	\$ -
Net 2020 Estimated Department activity	2,662,589	2,541,840	120,749
2021 Adopted General Fund Balance Assigned	(310,200)	(310,200)	-
Estimated 2020 Ending General Fund Balance Unassigned	\$ 12,821,144	\$ 12,700,395	\$ 120,749
2021 Budgeted General Fund Expenditures	\$ 36,824,004	\$ 36,824,004	\$ -
% of Unassigned General Fund Balance to General Fund Expenditures	34.82%	34.49%	0.33%
Net Increase/(Decrease) in Unassigned Fund Balance	\$ 2,352,389	\$ 2,231,640	\$ 120,749
Percentage Change in Unassigned Fund Balance YTY	24.02%	22.79%	1.23%
<u>Fund Balance Policy References</u>			
Minnimum General Fund Unassigned - 20% of next year general fund expenditures	\$ 7,364,801	\$ 7,364,801	\$ -
Target General Fund Unassigned - 30% of next year general fund expenditures	\$ 11,047,201	\$ 11,047,201	\$ -

2020 General Fund Balance Activity Detail

Unassigned General Fund Balance, 12/31/19	\$ 9,792,689	\$ 9,792,689	\$ -
Assigned Fund Balance released for 2020 activity	676,066	676,066	-
Adjusted Unassigned Fund Balance, 01/01/20	\$ 10,468,755	\$ 10,468,755	\$ -

Adjustments to Unassigned Fund Balance (Net 2020 estimated activity - Surplus/(Deficit))

Administration	10,206	10,095	111
Child Support	27,021	253	26,768
Circuit Courts	21,319	36,479	(15,160)
CJCC	14,948	20,651	(5,703)
Clerk of Courts	(107,775)	(95,959)	(11,816)
Corporation Counsel	92,884	97,639	(4,755)
County Board	25,309	46,496	(21,187)
County Clerk	36,764	18,204	18,560
District Attorney	28,527	46,595	(18,068)
Extension	36,657	33,937	2,720
Facilities	145,127	185,925	(40,798)
Finance	89,704	71,597	18,107
Human Resources	168,184	173,612	(5,428)
Human Services	(375,000)	(124,226)	(250,774)
2019 CCS Gap Shortfall	(79,874)	(79,874)	0
Information Systems	182,471	144,757	37,714
Nondepartmental	833,092	652,790	180,302
Parks & Forest	444,746	360,149	84,598
Planning & Development	148,442	191,334	(42,892)
Register in Probate	10,345	3,395	6,950
Register of Deeds	225,366	227,070	(1,704)
Sheriff	693,699	521,243	172,456
Treasurer	(43,993)	(13,451)	(30,542)
Veterans	34,420	13,130	21,290

Estimated General Fund Unassigned, End of Year 12/31/20	\$ 13,131,344	\$ 13,010,595	\$ 120,749
Assigned for 2021 Budget	(310,200)	(310,200)	0
Net Estimated General Fund Unassigned Estimate at 12/31/20 With 2021 Budget	\$ 12,821,144	\$ 12,700,395	\$ 120,749

Notes

*The 2020 estimates are based on data/estimates provided as of 03/04/21, and are expected to change.

Eau Claire County
 2020 Fund Balance Analysis (Unaudited)
 Estimated December 31, 2020 - at 03.04.21
Other Fund Activity

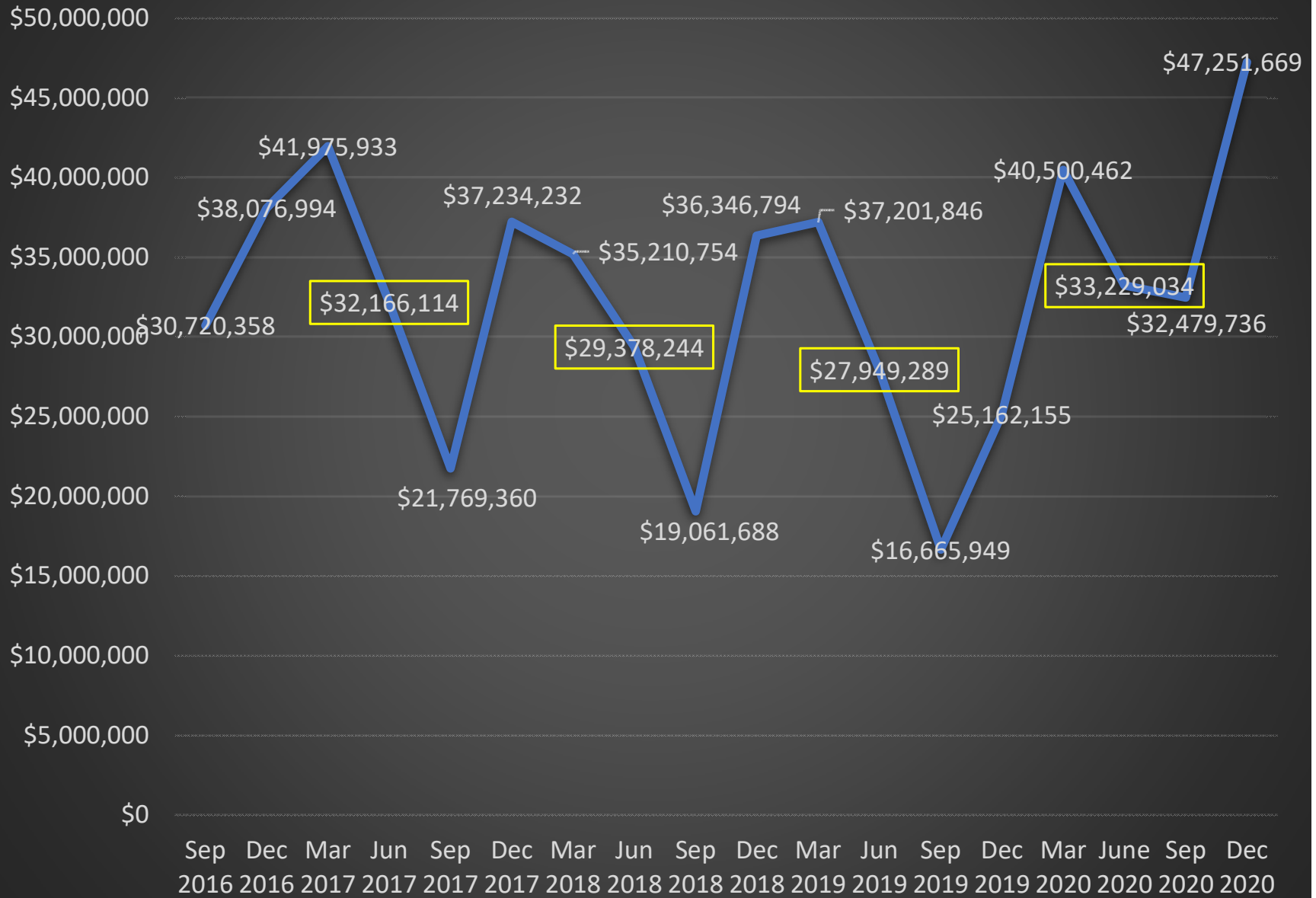
	12/31/2019 Fund Balance	2020 Estimate - Surplus/ (Deficit)*	12/31/2020 Estimated Fund Balance
Human Services Fund (CCS WIMCR payment to be rec'd in next year)	\$ (2,147,242)	\$ (29,240)	\$ (2,176,482)
Other Governmental Funds			
Debt Service	3,901,563	(2,913,993)	987,570
Capital Projects	(63,307)	5,906,561	5,843,254
Total Other Governmental Funds	\$ 3,838,256	\$ 2,992,568	\$ 6,830,824
Special Revenue Funds			
ADRC	273,133	15,994	289,127
Watershed	69,754	(69,117)	637
Anti-Drug***	130,088	(94,751)	35,337
Recycling	491,695	(28,611)	463,084
Land Records	41,792	51,640	93,432
Total Special Revenue Funds	\$ 1,006,462	\$ (124,845)	\$ 881,617
Proprietary Funds			
Airport (unrestricted)	1,836,609	1,213,804	3,050,413
Highway (unrestricted)	2,657,016	874,900	3,531,916
Total Proprietary Funds	\$ 4,493,625	\$ 2,088,704	\$ 6,582,329
Internal Service Funds			
Risk Management	1,504,720	195,124	1,699,844
Health Insurance	33,436	442,845	476,281
Shared Services	810,231	(190,189)	620,042
Total Internal Service Funds	\$ 2,348,387	\$ 447,780	\$ 2,796,167

Notes

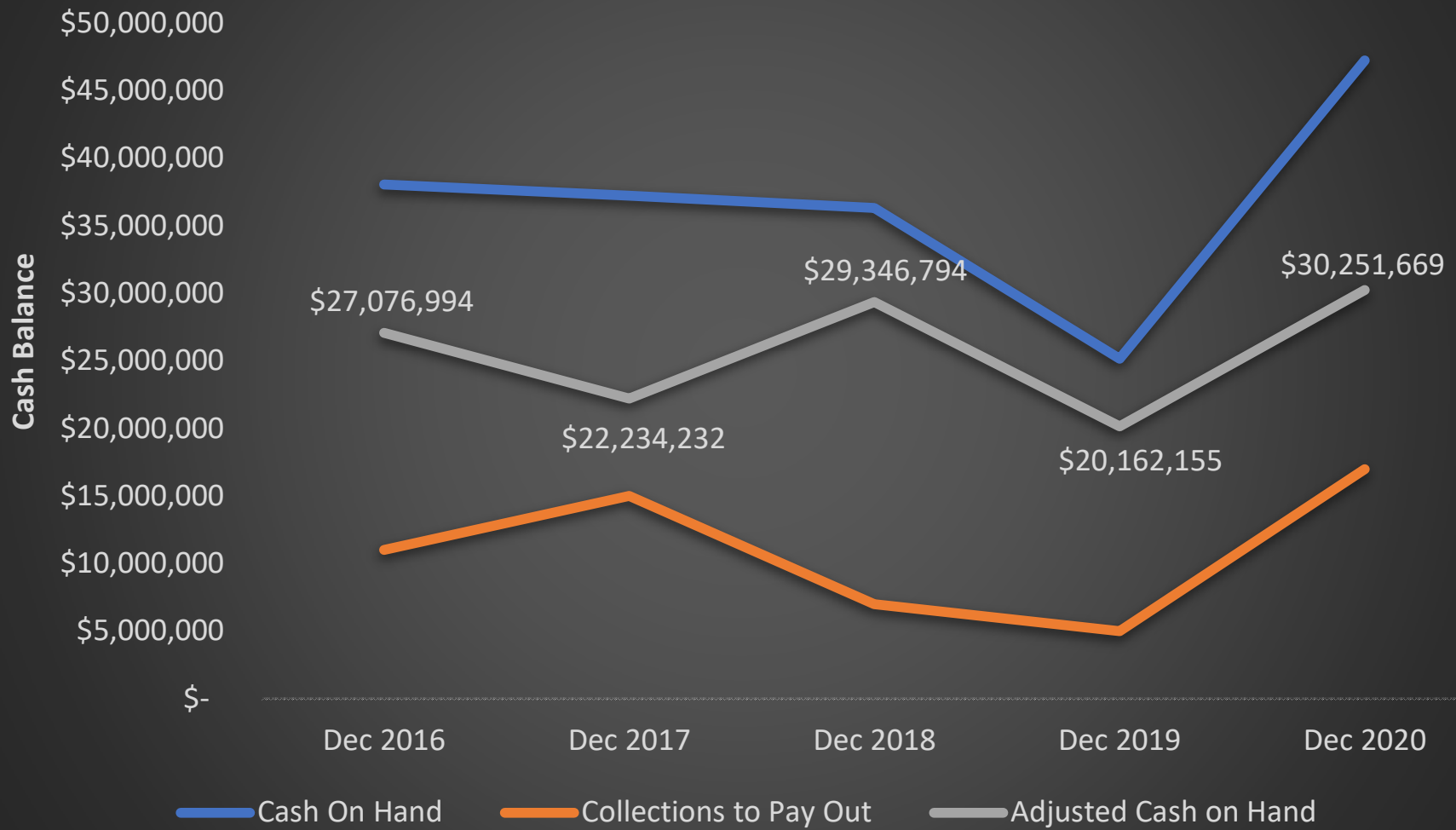
* The 2020 estimates are based on data/estimates as of 03.04.21 and are subject to change based on updated 2020 activity

*** Fund 212 reports only on Forfeiture Fund activity, for years beginning on and after 01/01/19

Quarterly Cash Balance



EOY Cash On Hand



TO: Honorable Eau Claire County Board of Supervisors
FROM: Finance Department
DATE: March 10, 2021
SUBJECT: 2021 Contingency Fund

Pursuant to Section 4.04 of the County Code of General Ordinances, the following is the status of the 2021 Contingency Fund as of March 10, 2021:

January 1, 2021	2021 Contingency Fund / Budget Allocation	\$300,000
Balance Available		<u><u>\$300,000</u></u>

TO: Honorable Eau Claire County Board of Supervisors
FROM: Finance Department
DATE: March 11, 2021
SUBJECT: February 2021 Payments over \$10,000

Pursuant to Section 4.06.060 of the County Code of General Ordinances, the following are the details for payments of \$10,000 or more issued during February 2021.

This information is presented by fund, in check number order.

VENDOR NAME	AMOUNT	DESCRIPTION
FUND 100: GENERAL FUND		
Bartingale Mechanical Inc	126.46	HVAC Service Billing
Bartingale Mechanical Inc	7,002.20	HVAC PM Monthly Billing
Bartingale Mechanical Inc	3,688.04	HVAC Service Billing
Bartingale Mechanical Inc	238.96	HVAC PM Monthly Billing
Bartingale Mechanical Inc Total	11,055.66	
J & F Facility Services Inc	11,318.00	Monthly Janitorial Ser Jail/3rd Fl/DHS
Friends of Beaver Creek Reserve	45,000.00	2021 Q1 Payment
Lutheran Social Services Inc	52,000.00	January Ctc Contract
Wisconsin Land Information Program	10,381.00	January Land Info Recording Fees
Aramark Services Inc	25,756.25	01/06-27/2021 Inmate Meals and Snacks
Aramark Services Inc	175.80	1/6-27/21 Staff Meals
Aramark Services Inc Total	25,932.05	
Correct Care Solutions LLC	61,390.34	3/1-31/21 Monthly Medical Services
Xcel Energy	29,121.97	Courthouse/Jail Electric
Xcel Energy	17,006.21	Courthouse/Jail Gas
Xcel Energy Total	46,128.18	
Environmental Systems Research	20,722.74	Arcgis Annual Support - P&D
Weidenhammer Systems Corporation	40,142.32	Alio Annual Support - CW
City of Eau Claire Treasurer	15,125.00	
Chippewa Valley Energy	4,976.99	Courthouse/ Gas & Fuel Oil
Chippewa Valley Energy	7,562.00	Courthouse/ Gas & Fuel Oil
Chippewa Valley Energy Total	12,538.99	
Altoona Public Library	62,117.00	Library Levy Payment
Altoona Public Library	55,448.50	Inter-Municipal Payment
Altoona Public Library Total	117,565.50	
Augusta Memorial Public Library	25,987.50	Library Levy Payment
Augusta Memorial Public Library	1,081.00	Inter-Municipal Payment
Augusta Memorial Public Library Total	27,068.50	
City of Eau Claire Treasurer	151,676.35	21-Feb
Eau Claire City County Health Department	106,924.17	21-Feb
Fall Creek Public Library	24,826.00	Library Levy Payment
Fall Creek Public Library	1,061.00	Inter-Municipal Payment
Fall Creek Public Library Total	25,887.00	
Phillips, L E Memorial Public Library	376,643.50	Library Levy Payment

VENDOR NAME	AMOUNT	DESCRIPTION
Phillips, L E Memorial Public Library	73,908.00	Inter-Municipal Payment
Phillips, L E Memorial Public Library Total	450,551.50	
Wisconsin, State of	1,242.03	2020 Dog License
Wisconsin, State of	12,975.00	2020 Marriage License
Wisconsin, State of Total	14,217.03	
Delta Dental Plan of Wisconsin Inc	26,557.51	Delta Dental For February 2021
Delta Dental Plan of Wisconsin Inc	26.32	Delta Vision For February 2021
Delta Dental Plan of Wisconsin Inc	3,400.16	Delta Vision For February 2021
Delta Dental Plan of Wisconsin Inc	208.59	Delta Dental For February 2021
Delta Dental Plan of Wisconsin Inc Total	30,192.58	
Avidia Bank	24,636.82	HSA Ee Contributions 02/12/2021 Pr
NationWide Retirement Solutions Inc	2,550.00	457(B) Ee Contributions 02/12/21 Pr
NationWide Retirement Solutions Inc	22,106.23	457(B) Ee Contributions 02/12/21 Pr
NationWide Retirement Solutions Inc Total	24,656.23	
Pelion Benefits Inc	28,336.00	PTO/ELB Payouts
Standard Insurance Company	2,877.14	Disability/Accident/Critical Illness Pre
Standard Insurance Company	3,038.84	Disability/Accident/Critical Illness Pre
Standard Insurance Company	19,783.27	Disability/Accident/Critical Illness Pre
Standard Insurance Company Total	25,699.25	
Avidia Bank	24,061.82	HSA Ee Contributions 02/26/21 Pr
Securian Financial Group Inc	11,977.68	Employee Life Ins Prem Mar 2021
NationWide Retirement Solutions Inc	2,550.00	457 (B) Ee Contributions 02/26/21 Pr
NationWide Retirement Solutions Inc	21,681.23	457 (B) Ee Contributions 02/26/21 Pr
NationWide Retirement Solutions Inc Total	24,231.23	
U S Bank	67,248.36	Pcard Payment 01/21/21-02/22/21
Department of Employee Trust Funds	353,142.61	January 2021 WRS Contributions
TOTAL FUND 100: GENERAL FUND	1,859,806.91	
FUND 205: HUMAN SERVICES		
Habilitation Center	14,725.00	RCC DSO YA
New Visions Treatment Homes of WI Inc	2,232.00	Foster Care DD CLTS
New Visions Treatment Homes of WI Inc	2,232.00	Foster Care DD CLTS
New Visions Treatment Homes of WI Inc	2,232.00	Treatment Foster Care (Various)
New Visions Treatment Homes of WI Inc	2,232.00	Foster Care Mi Clts
New Visions Treatment Homes of WI Inc	2,232.00	Foster Care DD CLTS
New Visions Treatment Homes of WI Inc Total	11,160.00	
Rawhide Inc	14,651.53	RCC DSO YA
Chileda Institute Inc	18,684.63	RCC CF CA
Chileda Institute Inc	18,684.63	RCC CF CA
Chileda Institute Inc Total	37,369.26	
Brotoloc Inc	8,889.25	Adult Family Home MI CSP CA
Brotoloc Inc	7,742.25	Adult Family Home MI CA
Brotoloc Inc	1,461.25	CBRF MI CA

VENDOR NAME	AMOUNT	DESCRIPTION
Brotoloc Inc	13,616.75	CBRF MI CSP Comm MH
Brotoloc Inc	1,229.25	Supported Apartment MI Comm MH
Brotoloc Inc Total	32,938.75	
Lutheran Social Services	110.00	UA/BA C&F Crisis
Lutheran Social Services	6,831.00	UA/BA C&F Ca
Lutheran Social Services	251.58	Therapy Ca
Lutheran Social Services	115.50	Respite P.S.
Lutheran Social Services	1,530.00	Tssf Drug Testing
Lutheran Social Services	16,566.58	Supervised Visits Ca
Lutheran Social Services	1,124.06	Family Preservation Para Ca
Lutheran Social Services	2,320.50	Family Preservation Prof Cf Ca
Lutheran Social Services	566.00	UA/BA MH CT Tad Grant
Lutheran Social Services	576.00	UA/BA Aim CT Tad Grant
Lutheran Social Services	72.00	UA/BA Aim CT CA
Lutheran Social Services	1,586.00	UA/BA Drug CT Tad Grant
Lutheran Social Services Total	31,649.22	
Cooperative Educational Service Agency	158.00	Early Childhood Teacher Ed - Jan
Cooperative Educational Service Agency	7,458.79	Service And Program Coordination - Jan
Cooperative Educational Service Agency	7,458.78	Service And Program Coordination - Jan
Cooperative Educational Service Agency Total	15,075.57	
Lutheran Social Services Inc	11,416.67	Intensive In-Home - January
Lutheran Social Services Inc	30,000.00	Positive Avenues - 2021
Lutheran Social Services Inc	4,680.24	Sessions St. - 1/12 Contracted - Jan
Lutheran Social Services Inc	40,230.00	Midway - 1/12 Contracted - Jan
Lutheran Social Services Inc Total	86,326.91	
Western Dairyland Economic Opport. Inc	17,681.61	January Expenses
Clinicare Corporation	13,514.76	RCC CF CA
Brotoloc Inc	15,510.23	Afh Mi Csp Crs
Brotoloc Inc	8,889.25	CBRF Mi Csp Comm Mh
Brotoloc Inc	15,088.25	CBRF Mi Ca
Brotoloc Inc	1,407.40	CBRF Crs R&B Csp Ca
Brotoloc Inc	12,883.60	CBRF Mi Csp Crs
Brotoloc Inc	1,400.27	AFH CRS R&B CSP CA
Brotoloc Inc	602.25	Supported Apartment Mi Comm Mh
Brotoloc Inc Total	55,781.25	
Caillier Clinic Inc	892.50	Counseling & Therapeutic Resources Tssf
Caillier Clinic Inc	21,662.50	Therapy CA
Caillier Clinic Inc	460.00	Therapeutic Resources DSO CA
Caillier Clinic Inc Total	23,015.00	

VENDOR NAME	AMOUNT	DESCRIPTION
Trempealeau County	3,720.00	CBRF MI CA
Trempealeau County	3,720.00	CBRF MI APS CA
Trempealeau County	8,215.00	Woodland Commission
Trempealeau County	30,728.00	Inpatient IMD CA
Trempealeau County	2,098.54	Inpatient Ancillary MI CA
Trempealeau County	41.82	TCHCC IMD & Ancillary APS
Trempealeau County Total	48,523.36	
Northwest Counsel & Guidance Clinic Inc	14,399.51	Spark Program - Jan
Northwest Counsel & Guidance Clinic Inc	20,408.41	Strengthening Families - Jan
Northwest Counsel & Guidance Clinic Inc	247.87	Training Supervision - Jan
Northwest Counsel & Guidance Clinic Inc	925.26	Mobile Service Usage - Jan
Northwest Counsel & Guidance Clinic Inc	3,248.88	Mobile Flat Rate - Jan
Northwest Counsel & Guidance Clinic Inc	11,181.00	Phone Flat Rate - Jan
Northwest Counsel & Guidance Clinic Inc Total	50,410.93	
TOTAL FUND 205: HUMAN SERVICES	452,823.15	
FUND 211: RECYCLING		
Advanced Disposal	4,557.90	Jan-21
Advanced Disposal	38,808.72	Jan-21
Advanced Disposal Total	43,366.62	
Boxx Sanitation LLC	44,160.66	Jan-21
Waste Management Northern WI - Mn	12,284.34	Jan-21
TOTAL FUND 211: RECYCLING	99,811.62	
FUND 405: CAPITAL PROJECTS		
5 Alarm Fire & Safety Equipment LLC	68,576.00	MSA G1 Industrial SCBA-4500
Ewald's	35,932.00	Ford Explorer 3
Ewald's	35,932.00	Ford Explorer 2
Ewald's	35,932.00	Ford Explorer 1
Ewald's	35,932.00	Ford Explorer 4
Ewald's Total	143,728.00	
Dell Marketing Lp	18,150.00	Latitude 5410 - PC Replacements
Dell Marketing Lp	175.00	Laptop Dock - CJCC
Dell Marketing Lp	1,210.00	Latitude 5520 - CJCC
Dell Marketing Lp Total	19,535.00	
TOTAL FUND 405: CAPITAL PROJECTS	230,454.00	
FUND 602: AIRPORT		
Fuel Service Dj's Mart LLC	17,401.23	7,507 Gallons Diesel
Xcel Energy	8,754.04	Airport Electric - January
Xcel Energy	5,495.24	Airport Gas - January
Xcel Energy	1,069.35	ATCT Electric - January
Xcel Energy	415.51	ATCT Gas - January
Xcel Energy Total	15,734.14	
Olympic Builders General Contractors Inc	77,795.50	Hangar Construction #7
TOTAL FUND 602: AIRPORT	110,930.87	

VENDOR NAME	AMOUNT	DESCRIPTION
FUND 701: HIGHWAY		
Chippewa Valley Energy	15,635.42	Diesel
Chippewa Valley Energy	1,247.27	Repair Parts
Chippewa Valley Energy Total	<u>16,882.69</u>	
State of Wisconsin	10,388.63	Cth V-Ush 53
TOTAL FUND 701: HIGHWAY	<u>27,271.32</u>	
FUND 704: HEALTH INSURANCE		
WEA Insurance Corporation	578,669.32	Ee Health Ins Premiums - Mar 21
Difference Card	22,158.15	Feb 2021 Diff Card Fees
TOTAL FUND 704: HEALTH INSURANCE	<u>600,827.47</u>	
GRAND TOTAL: ALL FUNDS	<u>\$ 3,383,310.34</u>	

March 4, 2021

FACT SHEET 20-21.075, Creating Section 4.30.140

This ordinance creates Section 4.30.140 of the Eau Claire County Code; Child Support Agency Fees. This allows the Child Support Agency (CSA) to charge fees allowable by the Federal Office of Child Support Enforcement, for non-IVD (NIVD) services provided by the CSA.

The CSA provides certain unfunded mandated services in NIVD cases where there is not an application for CSA services and/or where there is no public assistance being received by the parties in the case, but where the CSA is mandated to put the case record into the statewide KIDS database.

The proposed fees will potentially encourage parties to apply for IVD services. The movement of more NIVD cases to the IVD caseload is beneficial to the CSA beyond the cost of payment for services because NIVD cases are statistically better paying cases and this would have a positive effect on agency performance goals. Furthermore, the increase in the IVD caseload size would provide the CSA with a larger percentage of federal incentive funds thereby reducing the program reliance on county levy.

Fiscal Impact: Fee revenue in the estimated amount of \$1,000.00 per fiscal year will result from the adoption and implementation of this ordinance.


Richard A. Eaton
Asst. Corporation Counsel
RAE

2
3 CREATING SECTION 4.30.140 OF THE EAU CLAIRE COUNTY CODE; CHILD
4 SUPPORT AGENCY FEES
56 WHEREAS, pursuant to Wis. Stat. § 59.53, Eau Claire County administers the Wisconsin
7 child support program at a local level consistent with the terms and provisions of a contract with
8 the Wisconsin Department of Children and Families.
910 WHEREAS, pursuant to Wis. Stat. § 59.53 and consistent with the term and provisions of
11 said contract, the Eau Claire County Child Support Agency (hereafter "CSA") provides federally
12 funded child support enforcement services under 42 U.S. Code Part D, commonly referred to as
13 the IVD program (pronounced 4-D), and IVD cases are worked by CSA staff to establish
14 paternity, child support obligations and enforcement as a result of a referral to CSA by the
15 Department of Human Services because the parties to the case are receiving state or federal aid
16 assistance or because the customer applied directly for CSA services. The CSA receives
17 reimbursement from the state for providing IVD services; and
1819 WHEREAS, pursuant to Wis. Stat. § 59.53 and consistent with the term and provisions of
20 said contract, the CSA also provides certain unfunded mandated services to non-IVD cases
21 where there is not an application for CSA services and/or where there is no public assistance
22 being received by the parties in the case, but where the CSA is mandated to put the case record
23 into the statewide KIDS database; and
2425 WHEREAS, although private attorneys typically represent the parties in NIVD cases, the
26 cases are entered into the KIDS system by the CSA for tracking financial billing and payments,
27 but the CSA receives no Federal reimbursement for work conducted on these types of cases; and
2829 WHEREAS, pursuant to Federal Office of Child Support Enforcement (OCSE) guidance,
30 counties may elect to charge a fee for NIVD services and selective IVD services, specifically,
31 providing payment histories and your undersigned committee does believe it is in the best
32 interest of Eau Claire County to adopt the fee schedule as indicated below.
3334 **The County Board of Supervisors of the County of Eau Claire does ordain as**
35 **follows:**
3637 SECTION 1. That Section 4.30.140 Child Support Agency Fees is created to read:
3839 4.30.140 Child Support Agency Fees40 A. The Child Support Agency shall charge the following fees for the below-described
41 services for non-IVD cases:
42

- 43 a) Reconciliation of account records with certification of arrears in NIVD cases: \$25.00
-
- 44 for each year certified.
-
- 45 b) Printed payment history for non-IVD cases: \$25.00 for each request.
-
- 46 c) Certified copy of payment history in NIVD cases: \$25.00 for each year certified.
-
- 47 d) Creating and sending income withholding order in non-IVD cases: \$25.00 for each
-
- 48 order sent.
-
- 49 e) Crediting an account for direct payments in non-IVD cases: \$25.00 for each request.
-
- 50 B. These fees shall be effective on April 1, 2021.

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I certify that the foregoing correctly represents the action taken by the Committee on Administration on March 09, 2021 by a vote of 4 for, 0 against.



Nick Smiar, Chair
Committee on Administration

RE/yk

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

**Reviewed by Finance Dept.
for Fiscal Impact**

FACT SHEET

TO FILE NO. 20-21/123

This resolution authorizes the purchase of approximately 6.87 acres of land from Marlys Sterry and Christopher Horlacher. The land acquisition will allow for said parcel to be joined with County owned property designated for the building of the new highway shop facility along US Hwy 53.

The Sellers own and possess the land with clear title for 6.34 acres of proposed purchase property. The described parcel is mapped in Exhibit "A." The Sellers will provide a warranty deed for said 6.34-acre parcel.

The Sellers or their Predecessors in Interest have owned and possessed the area described in Exhibit "A" as "Gap in description," but do not possess clear title. The Sellers or their Predecessors in Interest have exclusively adversely possessed the property in question for 74 years through cultivation, structure, and taxation.

Sellers will provide a quit claim deed for their interest in area described as "Gap in description," approximately .53 acres. Furthermore, Sellers will provide an affidavit acknowledging their rightful ownership and interest for the "Gap in description" parcel, pursuant to Wis. Statute. §893.25(1), (2), as well as *Pierz V. Gorski* (Ct.App.1979).

Fiscal Impact: two hundred and twenty thousand dollars (\$220,000.00).

Respectfully Submitted,

Charles R. Ellefsen, III

CRE/yk

2
3 AUTHORIZING THE PURCHASE OF APPROXIMATELY 6.87 ACRES OF LAND
4 LOCATED IN THE TOWN OF WASHINGTON ALONG US HWY 53 AND OTTER CREEK RD
5 FROM MARLYS STERRY AND CHRISTOPHER HORLACHER FOR THE SUM
6 OF \$220,000; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
7 ALL NECESSARY DOCUMENTS ON BEHALF OF EAU CLAIRE COUNTY
8

9 WHEREAS, the existing Altoona highway facility shop is 53,000 sq. ft. and to adequately
10 store current fleet operations the space needs study has calculated that the main shop facility needs
11 to be 119,370 sq. ft.; and
12

13 WHEREAS, the space study concluded that the existing 12-acre Altoona facility is too
14 small to house the current operations and further investment as well as expanding on the current
15 site is not in the County’s best interest; and
16

17 WHEREAS, Eau Claire County Board of Supervisors previously authorized the purchase
18 of approximately 42 acres of land located in the City of Eau Claire along US HWY 53 from the
19 Wisconsin Department of Transportation; and
20

21 WHEREAS, the acquisition of the 6.87 parcel in the town of Washington is intended to be
22 joined with the previously acquired Eau Claire County property designated for the highway shop
23 facility; and
24

25 WHEREAS, the described parcel in the town of Washington is set forth in the Plat of
26 Survey and attached as Exhibit “A.”
27

28 NOW THEREFORE, BE IT RESOLVED, that the Eau Claire County Board of
29 Supervisors hereby authorize the purchase of approximately 6.87 acres of land located in the town
30 of Washington along US HWY 53 and Otter Creek Rd. from Marlys Sterry and Christopher
31 Horlacher for the sum of two hundred and twenty thousand dollars (\$220,000.00)
32

33 BE IT FUTHER RESOLVED, that the county administrator is authorized to execute all
34 necessary documents on behalf of Eau Claire County.
35

I hereby certify that the foregoing
correctly represents the action of the
Committee on Administration on
March 09, 2021 by a vote
of 4 for, and 0 against.

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40 **APPROVED BY**
41 **CORPORATION COUNSEL**
42 **AS TO FORM**
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48 Nick Smiar, Chair
Committee on Administration

CRE/yk

Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET
File No. 20-21/121

The attached resolution is a draft for awarding the sale of \$24,350,000 general obligation promissory notes, series 2021B. On February 17, 2021 by a $\frac{3}{4}$ vote, the County Board of Supervisors adopted the initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed \$24,350,000 for the purposes of constructing a new highway facility in accordance with the 2021 adopted budget.

The \$24,350,000 noted in the bond award includes the issuance costs associated with this borrowing.

Respectfully Submitted,

Amy Weiss
Senior Accounting Manager

1 Enrollment No. _____

2 RESOLUTION

3 File No. 20-21/121

4 RESOLUTION AWARDING THE SALE OF \$24,350,000
5 GENERAL OBLIGATION HIGHWAY FACILITY BONDS,
6 SERIES 2021B

7 WHEREAS, on February 17, 2021, the County Board of Supervisors of Eau Claire
8 County, Wisconsin (the "County") adopted an initial resolution authorizing the issuance of
9 general obligation bonds in an amount not to exceed \$24,350,000 for the public purpose of
10 paying the cost of constructing and equipping a highway facility (the "Project") (the above-
11 referenced initial resolution is referred to herein as the "Initial Resolution");

12
13 WHEREAS, the County Board of Supervisors hereby finds and determines that the
14 Project is within the County's power to undertake and therefore serves a "public purpose" as that
15 term is defined in Section 67.04(1)(b), Wisconsin Statutes;

16
17 WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin
18 Statutes, to borrow money and issue general obligation bonds for such public purposes;

19
20 WHEREAS, none of the proceeds of the Bonds shall be used to fund the operating
21 expenses of the general fund of the County or to fund the operating expenses of any special
22 revenue fund of the County that is supported by the property taxes;

23
24 WHEREAS, the County has directed Ehlers & Associates, Inc. ("Ehlers") to take the
25 steps necessary to sell general obligation bonds (the "Bonds") to pay the cost of the Project;

26
27 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of
28 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)
29 setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds
30 would be offered for public sale on March 16, 2021;

31
32 WHEREAS, the County Clerk (in consultation with Ehlers) caused a form of notice of
33 the sale to be published and/or announced and caused the Notice of Sale to be distributed to
34 potential bidders offering the Bonds for public sale on March 16, 2021;

35
36 WHEREAS, the County has duly received bids for the Bonds as described on the Bid
37 Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid
38 Tabulation");

39
40 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by
41 the financial institution listed first on the Bid Tabulation fully complies with the bid
42 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the
43 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal
44 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated
45 herein by this reference; and

1 WHEREAS, the County Board of Supervisors now deems it necessary, desirable and in
2 the best interest of the County that the Bonds be issued in the aggregate principal amount of
3 \$ _____.
4

5 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the
6 County that:

7 Section 1. Ratification of the Notice of Sale and Offering Materials. The County Board
8 of Supervisors hereby ratifies and approves the details of the Bonds set forth in Exhibit A
9 attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering
10 materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All
11 actions taken by officers of the County and Ehlers in connection with the preparation and
12 distribution of the Notice of Sale, and any other offering materials are hereby ratified and
13 approved in all respects.

14 Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost
15 of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the
16 principal sum of TWENTY-FOUR MILLION THREE HUNDRED FIFTY THOUSAND
17 DOLLARS (\$24,350,000) from the Purchaser in accordance with the terms and conditions of the
18 Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on
19 the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set
20 forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other
21 appropriate officers of the County are authorized and directed to execute an acceptance of the
22 Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in
23 accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful
24 bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the
25 Proposal.
26

27 Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation
28 Highway Facility Bonds, Series 2021B"; shall be issued in the aggregate principal amount of
29 \$24,350,000; shall be dated April 6, 2021; shall be in the denomination of \$5,000 or any integral
30 multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per
31 annum and mature on the dates and in the principal amounts as set forth on the Pricing Summary
32 attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be
33 payable semi-annually on March 1 and September 1 of each year commencing on March 1,
34 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and
35 will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The
36 schedule of principal and interest payments due on the Bonds is set forth on the Debt Service
37 Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the
38 "Schedule").
39

40 Section 3. Redemption Provisions. The Bonds maturing on September 1, 2030 and
41 thereafter are subject to redemption prior to maturity, at the option of the County, on September
42 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part,
43 from maturities selected by the County, and within each maturity by lot, at the principal amount
44 thereof, plus accrued interest to the date of redemption.

1 [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the
2 terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP
3 and incorporated herein by this reference. Upon the optional redemption of any of the Bonds
4 subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be
5 credited against the mandatory redemption payments established in Exhibit MRP for such Bonds
6 in such manner as the County shall direct.]

7 Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be
8 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated
9 herein by this reference.

10 Section 5. Tax Provisions.

11 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the
12 principal of and interest on the Bonds as the same becomes due, the full faith, credit and
13 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of
14 the taxable property of the County a direct annual irrepealable tax in the years 2021 through
15 2040 for the payments due in the years 2022 through 2041 in the amounts set forth on the
16 Schedule.

17 (B) Tax Collection. So long as any part of the principal of or interest on the
18 Bonds remains unpaid, the County shall be and continue without power to repeal such levy or
19 obstruct the collection of said tax until all such payments have been made or provided for. After
20 the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the
21 County and collected in addition to all other taxes and in the same manner and at the same time
22 as other taxes of the County for said years are collected, except that the amount of tax carried
23 onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt
24 Service Fund Account created below.

25 (C) Additional Funds. If at any time there shall be on hand insufficient funds
26 from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due,
27 the requisite amounts shall be paid from other funds of the County then available, which sums
28 shall be replaced upon the collection of the taxes herein levied.

29 Section 6. Segregated Debt Service Fund Account.

30 (A) Creation and Deposits. There be and there hereby is established in the
31 treasury of the County, if one has not already been created, a debt service fund, separate and
32 distinct from every other fund, which shall be maintained in accordance with generally accepted
33 accounting principles. Debt service or sinking funds established for obligations previously
34 issued by the County may be considered as separate and distinct accounts within the debt service
35 fund.
36
37

38 Within the debt service fund, there hereby is established a separate and distinct account
39 designated as the "Debt Service Fund Account for General Obligation Highway Facility Bonds,
40 Series 2021B, dated April 6, 2021" (the "Debt Service Fund Account") and such account shall be
41

1 maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise
2 extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued
3 interest received by the County at the time of delivery of and payment for the Bonds; (ii) any
4 premium which may be received by the County above the par value of the Bonds and accrued
5 interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated
6 for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such
7 other sums as may be necessary at any time to pay principal of and interest on the Bonds when
8 due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further
9 deposits as may be required by Section 67.11, Wisconsin Statutes.

10
11 (B) Use and Investment. No money shall be withdrawn from the Debt Service
12 Fund Account and appropriated for any purpose other than the payment of principal of and
13 interest on the Bonds until all such principal and interest has been paid in full and the Bonds
14 canceled; provided (i) the funds to provide for each payment of principal of and interest on the
15 Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be
16 invested in direct obligations of the United States of America maturing in time to make such
17 payments when they are due or in other investments permitted by law; and (ii) any funds over
18 and above the amount of such principal and interest payments on the Bonds may be used to
19 reduce the next succeeding tax levy, or may, at the option of the County, be invested by
20 purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or
21 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes
22 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service
23 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform
24 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any
25 applicable Treasury Regulations (the "Regulations").

26
27 (C) Remaining Monies. When all of the Bonds have been paid in full and
28 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
29 Fund Account shall be transferred and deposited in the general fund of the County, unless the
30 County Board of Supervisors directs otherwise.

31
32 Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of
33 the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be
34 paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above)
35 shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from
36 all other funds of the County and disbursed solely for the purpose or purposes for which
37 borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating
38 expenses of the general fund of the County or of any special revenue fund of the County that is
39 supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested
40 in Permitted Investments. Any monies, including any income from Permitted Investments,
41 remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have
42 been issued have been accomplished, and, at any time, any monies as are not needed and which
43 obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service
44 Fund Account.

45 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be
46 Permitted Investments, but no such investment shall be made in such a manner as would cause

1 the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the
2 Regulations and an officer of the County, charged with the responsibility for issuing the Bonds,
3 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the
4 date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds
5 are not "arbitrage bonds," within the meaning of the Code or Regulations.

6 Section 9. Compliance with Federal Tax Laws. (a) The County represents and
7 covenants that the projects financed by the Bonds and the ownership, management and use of the
8 projects will not cause the Bonds to be "private activity bonds" within the meaning of Section
9 141 of the Code. The County further covenants that it shall comply with the provisions of the
10 Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds
11 including, if applicable, the rebate requirements of Section 148(f) of the Code. The County
12 further covenants that it will not take any action, omit to take any action or permit the taking or
13 omission of any action within its control (including, without limitation, making or permitting any
14 use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would
15 cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of
16 the Code or would otherwise cause interest on the Bonds to be included in the gross income of
17 the recipients thereof for federal income tax purposes. The County Clerk or other officer of the
18 County charged with the responsibility of issuing the Bonds shall provide an appropriate
19 certificate of the County certifying that the County can and covenanting that it will comply with
20 the provisions of the Code and Regulations.

21
22 (b) The County also covenants to use its best efforts to meet the requirements and
23 restrictions of any different or additional federal legislation which may be made applicable to the
24 Bonds provided that in meeting such requirements the County will do so only to the extent
25 consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and
26 to the extent that there is a reasonable period of time in which to comply.

27
28 Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be
29 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of
30 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined
31 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to
32 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
33 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing
34 the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but,
35 unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the
36 signatures appearing on each Bond shall be a manual signature. In the event that either of the
37 officers whose signatures appear on the Bonds shall cease to be such officers before the Closing,
38 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
39 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
40 directed to do all acts and execute and deliver the Bonds and all such documents, certificates and
41 acknowledgements as may be necessary and convenient to effectuate the Closing. The County
42 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements
43 and contracts in conjunction with the Bonds, including but not limited to agreements and
44 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate
45 calculation services. Any such contract heretofore entered into in conjunction with the issuance
46 of the Bonds is hereby ratified and approved in all respects.

1 Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the
2 Bonds shall be paid by [_____, _____, _____, which is hereby appointed
3 as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2),
4 Wisconsin Statutes] [the County Clerk or County Treasurer] (the "Fiscal Agent"). [The County
5 hereby authorizes the Chairperson and County Clerk or other appropriate officers of the County
6 to enter a Fiscal Agency Agreement between the County and the Fiscal Agent. Such contract
7 may provide, among other things, for the performance by the Fiscal Agent of the functions listed
8 in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

9
10 Section 12. Persons Treated as Owners; Transfer of Bonds. The County shall cause
11 books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The
12 person in whose name any Bond shall be registered shall be deemed and regarded as the absolute
13 owner thereof for all purposes and payment of either principal or interest on any Bond shall be
14 made only to the registered owner thereof. All such payments shall be valid and effectual to
15 satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

16 Any Bond may be transferred by the registered owner thereof by surrender of the Bond at
17 the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment
18 duly executed by the registered owner or his attorney duly authorized in writing. Upon such
19 transfer, the Chairperson and County Clerk shall execute and deliver in the name of the
20 transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and
21 maturity and the Fiscal Agent shall record the name of each transferee in the registration book.
22 No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for
23 transfer.

24 The County shall cooperate in any such transfer, and the Chairperson and County Clerk
25 are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

26 Section 13. Record Date. The 15th day of the calendar month next preceding each
27 interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of
28 interest on the Bonds on any interest payment date shall be made to the registered owners of the
29 Bonds as they appear on the registration book of the County at the close of business on the
30 Record Date.

31
32 Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In
33 order to make the Bonds eligible for the services provided by The Depository Trust Company,
34 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the
35 Blanket Issuer Letter of Representations, which the County Clerk or other authorized
36 representative of the County is authorized and directed to execute and deliver to DTC on behalf
37 of the County to the extent an effective Blanket Issuer Letter of Representations is not presently
38 on file in the County Clerk's office.

39
40 Section 15. Payment of Issuance Expenses. The County authorizes the Purchaser to
41 forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses
42 to Old National Bank at Closing for further distribution as directed by Ehlers.

1
2 Section 16. Official Statement. The County Board of Supervisors hereby approves the
3 Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official
4 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
5 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the
6 "Rule"). All actions taken by officers of the County in connection with the preparation of such
7 Preliminary Official Statement and any addenda to it or final Official Statement are hereby
8 ratified and approved. In connection with the Closing, the appropriate County official shall
9 certify the Preliminary Official Statement and any addenda or final Official Statement. The
10 County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final
11 Official Statement to be distributed to the Purchaser.
12

13 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby
14 covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written
15 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of
16 certain financial information and operating data and timely notices of the occurrence of certain
17 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the
18 Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and
19 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific
20 performance of the obligations thereunder and any failure by the County to comply with the
21 provisions of the Undertaking shall not be an event of default with respect to the Bonds).
22

23 To the extent required under the Rule, the Chairperson and County Clerk, or other officer
24 of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing
25 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and
26 terms of the County's Undertaking.
27

28 Section 18. Record Book. The County Clerk shall provide and keep the transcript of
29 proceedings as a separate record book (the "Record Book") and shall record a full and correct
30 statement of every step or proceeding had or taken in the course of authorizing and issuing the
31 Bonds in the Record Book.
32

33 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond
34 insurance with respect to the Bonds, the officers of the County are authorized to take all actions
35 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are
36 authorized to agree to such additional provisions as the bond insurer may reasonably request and
37 which are acceptable to the Chairperson and County Clerk including provisions regarding
38 restrictions on investment of Bond proceeds, the payment procedure under the municipal bond
39 insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds
40 by the bond insurer and notices to be given to the bond insurer. In addition, any reference
41 required by the bond insurer to the municipal bond insurance policy shall be made in the form of
42 Bond provided herein.

1
2 Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions,
3 rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the
4 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so
5 conflict. In the event that any one or more provisions hereof shall for any reason be held to be
6 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The
7 foregoing shall take effect immediately upon adoption and approval in the manner provided by
8 law.

9
10 I hereby certify that the foregoing correctly represents the action taken by the undersigned
11 Committee on March 15, 2021 by a vote of ____ for, ____ against.

12
13
14
15 _____
16 Chairperson Stella Pagonis
17 Committee on Finance & Budget

18
19 Adopted, approved and recorded March 16, 2021.

20
21
22
23
24 _____
25 Nicholas Smiar
26 Chairperson

27 ATTEST:

28 _____
29 Sue McDonald
30 County Clerk

(SEAL)

31

Reviewed by Finance Dept.
for Fiscal Impact

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

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EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

1 [EXHIBIT MRP

2
3 Mandatory Redemption Provision

4 The Bonds due on September 1, _____, _____ and _____ (the "Term Bonds") are subject to
5 mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption
6 price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued
7 interest to the date of redemption, from debt service fund deposits which are required to be made
8 in amounts sufficient to redeem on September 1 of each year the respective amount of Term
9 Bonds specified below:

10 For the Term Bonds Maturing on September 1, _____

11 Redemption
12 Date Amount
13 _____ \$ _____
14 _____
15 _____ (maturity)

16 For the Term Bonds Maturing on September 1, _____

17 Redemption
18 Date Amount
19 _____ \$ _____
20 _____
21 _____ (maturity)

22 For the Term Bonds Maturing on September 1, _____

23 Redemption
24 Date Amount
25 _____ \$ _____
26 _____
27 _____ (maturity)

28 For the Term Bonds Maturing on September 1, _____

29 Redemption
30 Date Amount
31 _____ \$ _____
32 _____
33 _____ (maturity)]

1 EXHIBIT E

2
3 (Form of Bond)

4
5
6 UNITED STATES OF AMERICA
7 REGISTERED STATE OF WISCONSIN DOLLARS
8 NO. R-____ EAU CLAIRE COUNTY \$_____
9 GENERAL OBLIGATION HIGHWAY FACILITY BOND, SERIES 2021B
10

11 MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
_____, _____ April 6, 2021 _____% _____

12 DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

13 PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
14 (\$_____)

15 FOR VALUE RECEIVED, Eau Claire County, Wisconsin (the "County"), hereby
16 acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the
17 "Depository") identified above (or to registered assigns), on the maturity date identified above,
18 the principal amount identified above, and to pay interest thereon at the rate of interest per
19 annum identified above, all subject to the provisions set forth herein regarding redemption prior
20 to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year
21 commencing on March 1, 2022 until the aforesaid principal amount is paid in full. Both the
22 principal of and interest on this Bond are payable to the registered owner in lawful money of the
23 United States. Interest payable on any interest payment date shall be paid by wire transfer to the
24 Depository in whose name this Bond is registered on the Bond Register maintained by
25 [_____, _____, _____] OR [the County Clerk or County Treasurer] (the
26 "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar
27 month next preceding each interest payment date (the "Record Date"). This Bond is payable as
28 to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

29 For the prompt payment of this Bond together with interest hereon as aforesaid and for
30 the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are
31 hereby irrevocably pledged.

32 This Bond is one of an issue of Bonds aggregating the principal amount of \$24,350,000,
33 all of which are of like tenor, except as to denomination, interest rate, maturity date and
34 redemption provision, issued by the County pursuant to the provisions of Section 67.04,
35 Wisconsin Statutes, for the public purpose of paying the cost of constructing and equipping a
36 highway facility, as authorized by resolutions adopted on February 17, 2021 and March 16,
37 2021. Said resolutions are recorded in the official minutes of the County Board of Supervisors
38 for said dates.

1 The Bonds maturing on September 1, 2030 and thereafter are subject to redemption prior
2 to maturity, at the option of the County, on September 1, 2029 or on any date thereafter. Said
3 Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the
4 County, and within each maturity by lot (as selected by the Depository), at the principal amount
5 thereof, plus accrued interest to the date of redemption.
6

7 [The Bonds maturing in the years _____ are subject to mandatory redemption by lot
8 as provided in the resolutions referred to above, at the redemption price of par plus accrued
9 interest to the date of redemption and without premium.]
10

11 In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in
12 book-entry-only form, official notice of the redemption will be given by mailing a notice by
13 registered or certified mail, overnight express delivery, facsimile transmission, electronic
14 transmission or in any other manner required by the Depository, to the Depository not less than
15 thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the
16 Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed
17 will be selected by lot. Such notice will include but not be limited to the following: the
18 designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the
19 date of redemption. Any notice provided as described herein shall be conclusively presumed to
20 have been duly given, whether or not the registered owner receives the notice. The Bonds shall
21 cease to bear interest on the specified redemption date provided that federal or other immediately
22 available funds sufficient for such redemption are on deposit at the office of the Depository at
23 that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be
24 outstanding.

25 It is hereby certified and recited that all conditions, things and acts required by law to
26 exist or to be done prior to and in connection with the issuance of this Bond have been done,
27 have existed and have been performed in due form and time; that the aggregate indebtedness of
28 the County, including this Bond and others issued simultaneously herewith, does not exceed any
29 limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual
30 irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon,
31 when and as payable.

32 This Bond is transferable only upon the books of the County kept for that purpose at the
33 office of the Fiscal Agent, only in the event that the Depository does not continue to act as
34 depository for the Bonds, and the County appoints another depository, upon surrender of the
35 Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney,
36 together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the
37 Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a
38 new fully registered Bond in the same aggregate principal amount shall be issued to the new
39 depository in exchange therefor and upon the payment of a charge sufficient to reimburse the
40 County for any tax, fee or other governmental charge required to be paid with respect to such
41 registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the
42 Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of
43 notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond,
44 after such Bond has been called for redemption. The Fiscal Agent and County may treat and

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[Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of Eau Claire County, Wisconsin.

_____, _____

By _____

Authorized Signatory]

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

FACT SHEET
File No. 20-21/122

The attached resolution is a draft for awarding the sale of \$7,405,000 general obligation promissory notes, series 2021C. On February 17, 2021 by a $\frac{3}{4}$ vote, the County Board of Supervisors adopted the initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed \$7,405,000 for the purposes of financing general capital projects in accordance with the 2021 adopted budget.

The \$7,405,000 noted in the bond award includes the issuance costs associated with this borrowing.

Respectfully Submitted,

Amy Weiss
Senior Accounting Manager

1 Enrollment No. _____

RESOLUTION

File No. 20-21/122

2
3 RESOLUTION AWARDING THE SALE OF \$7,405,000
4 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021C
5

6 WHEREAS, on February 17, 2021, the County Board of Supervisors of Eau Claire
7 County, Wisconsin (the "County") adopted an initial resolution authorizing the issuance of
8 general obligation promissory notes in an amount not to exceed \$7,405,000 for public purposes,
9 including paying the cost of highway improvements and other 2021 capital projects (collectively,
10 the "Project") (the above-referenced initial resolution is referred to herein as the "Initial
11 Resolution");

12
13 WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin
14 Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such
15 public purposes;

16
17 WHEREAS, none of the proceeds of the Notes shall be used to fund the operating
18 expenses of the general fund of the County or to fund the operating expenses of any special
19 revenue fund of the County that is supported by the property taxes;

20
21 WHEREAS, the County has directed Ehlers & Associates, Inc. ("Ehlers") to take the
22 steps necessary to sell the Notes to pay the cost of the Project;

23
24 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of
25 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)
26 setting forth the details of and the bid requirements for the Notes and indicating that the Notes
27 would be offered for public sale on March 16, 2021;

28
29 WHEREAS, the County Clerk (in consultation with Ehlers) caused a form of notice of
30 the sale to be published and/or announced and caused the Notice of Sale to be distributed to
31 potential bidders offering the Notes for public sale on March 16, 2021;

32
33 WHEREAS, the County has duly received bids for the Notes as described on the Bid
34 Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid
35 Tabulation"); and

36
37 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by
38 the financial institution listed first on the Bid Tabulation fully complies with the bid
39 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the
40 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal
41 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated
42 herein by this reference.

43
44 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the
45 County that:

1 Section 1. Ratification of the Notice of Sale and Offering Materials. The County Board
2 of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A
3 attached hereto as and for the details of the Notes. The Notice of Sale and any other offering
4 materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All
5 actions taken by officers of the County and Ehlers in connection with the preparation and
6 distribution of the Notice of Sale, and any other offering materials are hereby ratified and
7 approved in all respects.

8 Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost
9 of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the
10 principal sum of SEVEN MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS
11 (\$7,405,000) from the Purchaser in accordance with the terms and conditions of the Proposal.
12 The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the
13 Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth
14 on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate
15 officers of the County are authorized and directed to execute an acceptance of the Proposal on
16 behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance
17 with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be
18 promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.
19

20 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation
21 Promissory Notes, Series 2021C"; shall be issued in the aggregate principal amount of
22 \$7,405,000; shall be dated April 6, 2021; shall be in the denomination of \$5,000 or any integral
23 multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per
24 annum and mature on the dates and in the principal amounts as set forth on the Pricing Summary
25 attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be
26 payable semi-annually on March 1 and September 1 of each year commencing on March 1,
27 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and
28 will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The
29 schedule of principal and interest payments due on the Notes is set forth on the Debt Service
30 Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the
31 "Schedule").
32

33 Section 3. Redemption Provisions. The Notes maturing on September 1, 2028 and
34 thereafter are subject to redemption prior to maturity, at the option of the County, on September
35 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part,
36 from maturities selected by the County, and within each maturity by lot, at the principal amount
37 thereof, plus accrued interest to the date of redemption.

38 [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the
39 terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP
40 and incorporated herein by this reference. Upon the optional redemption of any of the Notes
41 subject to mandatory redemption, the principal amount of such Notes so redeemed shall be
42 credited against the mandatory redemption payments established in Exhibit MRP for such Notes
43 in such manner as the County shall direct.]

1 Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be
2 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated
3 herein by this reference.

4 Section 5. Tax Provisions.

5 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the
6 principal of and interest on the Notes as the same becomes due, the full faith, credit and
7 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of
8 the taxable property of the County a direct annual irrepealable tax in the years 2021 through
9 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the
10 Schedule.

11 (B) Tax Collection. So long as any part of the principal of or interest on the
12 Notes remains unpaid, the County shall be and continue without power to repeal such levy or
13 obstruct the collection of said tax until all such payments have been made or provided for. After
14 the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the
15 County and collected in addition to all other taxes and in the same manner and at the same time
16 as other taxes of the County for said years are collected, except that the amount of tax carried
17 onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt
18 Service Fund Account created below.

19 (C) Additional Funds. If at any time there shall be on hand insufficient funds
20 from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due,
21 the requisite amounts shall be paid from other funds of the County then available, which sums
22 shall be replaced upon the collection of the taxes herein levied.

23
24 Section 6. Segregated Debt Service Fund Account.

25
26 (A) Creation and Deposits. There be and there hereby is established in the
27 treasury of the County, if one has not already been created, a debt service fund, separate and
28 distinct from every other fund, which shall be maintained in accordance with generally accepted
29 accounting principles. Debt service or sinking funds established for obligations previously
30 issued by the County may be considered as separate and distinct accounts within the debt service
31 fund.

32
33 Within the debt service fund, there hereby is established a separate and distinct account
34 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series
35 2021C, dated April 6, 2021" (the "Debt Service Fund Account") and such account shall be
36 maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished.
37 There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by
38 the County at the time of delivery of and payment for the Notes; (ii) any premium which may be
39 received by the County above the par value of the Notes and accrued interest thereon; (iii) all
40 money raised by the taxes herein levied and any amounts appropriated for the specific purpose of
41 meeting principal of and interest on the Notes when due; (iv) such other sums as may be
42 necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies

1 in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be
2 required by Section 67.11, Wisconsin Statutes.

3
4 (B) Use and Investment. No money shall be withdrawn from the Debt Service
5 Fund Account and appropriated for any purpose other than the payment of principal of and
6 interest on the Notes until all such principal and interest has been paid in full and the Notes
7 canceled; provided (i) the funds to provide for each payment of principal of and interest on the
8 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be
9 invested in direct obligations of the United States of America maturing in time to make such
10 payments when they are due or in other investments permitted by law; and (ii) any funds over
11 and above the amount of such principal and interest payments on the Notes may be used to
12 reduce the next succeeding tax levy, or may, at the option of the County, be invested by
13 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or
14 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes
15 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service
16 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform
17 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any
18 applicable Treasury Regulations (the "Regulations").

19
20 (C) Remaining Monies. When all of the Notes have been paid in full and
21 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
22 Fund Account shall be transferred and deposited in the general fund of the County, unless the
23 County Board of Supervisors directs otherwise.

24
25 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of
26 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be
27 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)
28 shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from
29 all other funds of the County and disbursed solely for the purpose or purposes for which
30 borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating
31 expenses of the general fund of the County or of any special revenue fund of the County that is
32 supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested
33 in Permitted Investments. Any monies, including any income from Permitted Investments,
34 remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have
35 been issued have been accomplished, and, at any time, any monies as are not needed and which
36 obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service
37 Fund Account.

38 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be
39 Permitted Investments, but no such investment shall be made in such a manner as would cause
40 the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the
41 Regulations and an officer of the County, charged with the responsibility for issuing the Notes,
42 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the
43 date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are
44 not "arbitrage bonds," within the meaning of the Code or Regulations.

1 Section 9. Compliance with Federal Tax Laws. (a) The County represents and
2 covenants that the projects financed by the Notes and the ownership, management and use of the
3 projects will not cause the Notes to be "private activity bonds" within the meaning of Section
4 141 of the Code. The County further covenants that it shall comply with the provisions of the
5 Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes
6 including, if applicable, the rebate requirements of Section 148(f) of the Code. The County
7 further covenants that it will not take any action, omit to take any action or permit the taking or
8 omission of any action within its control (including, without limitation, making or permitting any
9 use of the proceeds of the Notes) if taking, permitting or omitting to take such action would
10 cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of
11 the Code or would otherwise cause interest on the Notes to be included in the gross income of
12 the recipients thereof for federal income tax purposes. The County Clerk or other officer of the
13 County charged with the responsibility of issuing the Notes shall provide an appropriate
14 certificate of the County certifying that the County can and covenanting that it will comply with
15 the provisions of the Code and Regulations.
16

17 (b) The County also covenants to use its best efforts to meet the requirements and
18 restrictions of any different or additional federal legislation which may be made applicable to the
19 Notes provided that in meeting such requirements the County will do so only to the extent
20 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and
21 to the extent that there is a reasonable period of time in which to comply.
22

23 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be
24 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of
25 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined
26 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to
27 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
28 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing
29 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless
30 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the
31 signatures appearing on each Note shall be a manual signature. In the event that either of the
32 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,
33 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
34 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
35 directed to do all acts and execute and deliver the Notes and all such documents, certificates and
36 acknowledgements as may be necessary and convenient to effectuate the Closing. The County
37 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements
38 and contracts in conjunction with the Notes, including but not limited to agreements and
39 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate
40 calculation services. Any such contract heretofore entered into in conjunction with the issuance
41 of the Notes is hereby ratified and approved in all respects.

42 Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the
43 Notes shall be paid by [_____, _____, _____, which is hereby appointed
44 as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2),
45 Wisconsin Statutes] [the County Clerk or County Treasurer] (the "Fiscal Agent"). [The County

1 hereby authorizes the Chairperson and County Clerk or other appropriate officers of the County
2 to enter a Fiscal Agency Agreement between the County and the Fiscal Agent. Such contract
3 may provide, among other things, for the performance by the Fiscal Agent of the functions listed
4 in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes】.

5
6 Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause
7 books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The
8 person in whose name any Note shall be registered shall be deemed and regarded as the absolute
9 owner thereof for all purposes and payment of either principal or interest on any Note shall be
10 made only to the registered owner thereof. All such payments shall be valid and effectual to
11 satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

12 Any Note may be transferred by the registered owner thereof by surrender of the Note at
13 the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment
14 duly executed by the registered owner or his attorney duly authorized in writing. Upon such
15 transfer, the Chairperson and County Clerk shall execute and deliver in the name of the
16 transferee or transferees a new Note or Notes of a like aggregate principal amount, series and
17 maturity and the Fiscal Agent shall record the name of each transferee in the registration book.
18 No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for
19 transfer.

20 The County shall cooperate in any such transfer, and the Chairperson and County Clerk
21 are authorized to execute any new Note or Notes necessary to effect any such transfer.

22 Section 13. Record Date. The 15th day of the calendar month next preceding each
23 interest payment date shall be the record date for the Notes (the "Record Date"). Payment of
24 interest on the Notes on any interest payment date shall be made to the registered owners of the
25 Notes as they appear on the registration book of the County at the close of business on the
26 Record Date.

27
28 Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In
29 order to make the Notes eligible for the services provided by The Depository Trust Company,
30 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the
31 Blanket Issuer Letter of Representations, which the County Clerk or other authorized
32 representative of the County is authorized and directed to execute and deliver to DTC on behalf
33 of the County to the extent an effective Blanket Issuer Letter of Representations is not presently
34 on file in the County Clerk's office.

35
36 Section 15. Payment of Issuance Expenses. The County authorizes the Purchaser to
37 forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses
38 to Old National Bank at Closing for further distribution as directed by Ehlers.

39
40 Section 16. Official Statement. The County Board of Supervisors hereby approves the
41 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official
42 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
43 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the

1 "Rule"). All actions taken by officers of the County in connection with the preparation of such
2 Preliminary Official Statement and any addenda to it or final Official Statement are hereby
3 ratified and approved. In connection with the Closing, the appropriate County official shall
4 certify the Preliminary Official Statement and any addenda or final Official Statement. The
5 County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final
6 Official Statement to be distributed to the Purchaser.

7
8 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby
9 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written
10 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of
11 certain financial information and operating data and timely notices of the occurrence of certain
12 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the
13 Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and
14 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific
15 performance of the obligations thereunder and any failure by the County to comply with the
16 provisions of the Undertaking shall not be an event of default with respect to the Notes).

17
18 To the extent required under the Rule, the Chairperson and County Clerk, or other officer
19 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing
20 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and
21 terms of the County's Undertaking.

22
23 Section 18. Record Book. The County Clerk shall provide and keep the transcript of
24 proceedings as a separate record book (the "Record Book") and shall record a full and correct
25 statement of every step or proceeding had or taken in the course of authorizing and issuing the
26 Notes in the Record Book.

27
28 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond
29 insurance with respect to the Notes, the officers of the County are authorized to take all actions
30 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are
31 authorized to agree to such additional provisions as the bond insurer may reasonably request and
32 which are acceptable to the Chairperson and County Clerk including provisions regarding
33 restrictions on investment of Note proceeds, the payment procedure under the municipal bond
34 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes
35 by the bond insurer and notices to be given to the bond insurer. In addition, any reference
36 required by the bond insurer to the municipal bond insurance policy shall be made in the form of
37 Note provided herein.

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EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

1 [EXHIBIT MRP

2
3 Mandatory Redemption Provision

4 The Notes due on September 1, _____, _____ and _____ (the "Term Bonds") are subject to
5 mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption
6 price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued
7 interest to the date of redemption, from debt service fund deposits which are required to be made
8 in amounts sufficient to redeem on September 1 of each year the respective amount of Term
9 Bonds specified below:

10 For the Term Bonds Maturing on September 1, _____

11	Redemption	
12	<u>Date</u>	<u>Amount</u>
13	_____	\$ _____
14	_____	_____
15	_____	_____ (maturity)

16 For the Term Bonds Maturing on September 1, _____

17	Redemption	
18	<u>Date</u>	<u>Amount</u>
19	_____	\$ _____
20	_____	_____
21	_____	_____ (maturity)

22 For the Term Bonds Maturing on September 1, _____

23	Redemption	
24	<u>Date</u>	<u>Amount</u>
25	_____	\$ _____
26	_____	_____
27	_____	_____ (maturity)

28 For the Term Bonds Maturing on September 1, _____

29	Redemption	
30	<u>Date</u>	<u>Amount</u>
31	_____	\$ _____
32	_____	_____
33	_____	_____ (maturity)]

1 EXHIBIT E

2
3 (Form of Note)

4
5
6 UNITED STATES OF AMERICA
7 REGISTERED STATE OF WISCONSIN DOLLARS
8 NO. R-____ EAU CLAIRE COUNTY \$_____
9 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021C

10 MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
11 _____, _____ April 6, 2021 _____% _____

12 DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

13 PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
14 (\$_____)

15 FOR VALUE RECEIVED, Eau Claire County, Wisconsin (the "County"), hereby
16 acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the
17 "Depository") identified above (or to registered assigns), on the maturity date identified above,
18 the principal amount identified above, and to pay interest thereon at the rate of interest per
19 annum identified above, all subject to the provisions set forth herein regarding redemption prior
20 to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year
21 commencing on March 1, 2022 until the aforesaid principal amount is paid in full. Both the
22 principal of and interest on this Note are payable to the registered owner in lawful money of the
23 United States. Interest payable on any interest payment date shall be paid by wire transfer to the
24 Depository in whose name this Note is registered on the Bond Register maintained by
25 [_____, _____, _____] OR [the County Clerk or County Treasurer] (the
26 "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar
27 month next preceding each interest payment date (the "Record Date"). This Note is payable as to
28 principal upon presentation and surrender hereof at the office of the Fiscal Agent.

29 For the prompt payment of this Note together with interest hereon as aforesaid and for the
30 levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are
31 hereby irrevocably pledged.

32 This Note is one of an issue of Notes aggregating the principal amount of \$7,405,000, all
33 of which are of like tenor, except as to denomination, interest rate, maturity date and redemption
34 provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin
35 Statutes, for public purposes, including paying the cost of highway improvements and other 2021
36 capital projects, as authorized by resolutions adopted on February 17, 2021 and March 16, 2021.
37 Said resolutions are recorded in the official minutes of the County Board of Supervisors for said
38 dates.

1 The Notes maturing on September 1, 2028 and thereafter are subject to redemption prior
2 to maturity, at the option of the County, on September 1, 2027 or on any date thereafter. Said
3 Notes are redeemable as a whole or in part, and if in part, from maturities selected by the
4 County, and within each maturity by lot (as selected by the Depository), at the principal amount
5 thereof, plus accrued interest to the date of redemption.
6

7 [The Notes maturing in the years _____ are subject to mandatory redemption by lot
8 as provided in the resolutions referred to above, at the redemption price of par plus accrued
9 interest to the date of redemption and without premium.]
10

11 In the event the Notes are redeemed prior to maturity, as long as the Notes are in
12 book-entry-only form, official notice of the redemption will be given by mailing a notice by
13 registered or certified mail, overnight express delivery, facsimile transmission, electronic
14 transmission or in any other manner required by the Depository, to the Depository not less than
15 thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the
16 Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed
17 will be selected by lot. Such notice will include but not be limited to the following: the
18 designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the
19 date of redemption. Any notice provided as described herein shall be conclusively presumed to
20 have been duly given, whether or not the registered owner receives the notice. The Notes shall
21 cease to bear interest on the specified redemption date provided that federal or other immediately
22 available funds sufficient for such redemption are on deposit at the office of the Depository at
23 that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be
24 outstanding.

25 It is hereby certified and recited that all conditions, things and acts required by law to
26 exist or to be done prior to and in connection with the issuance of this Note have been done, have
27 existed and have been performed in due form and time; that the aggregate indebtedness of the
28 County, including this Note and others issued simultaneously herewith, does not exceed any
29 limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual
30 irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon,
31 when and as payable.

32 This Note is transferable only upon the books of the County kept for that purpose at the
33 office of the Fiscal Agent, only in the event that the Depository does not continue to act as
34 depository for the Notes, and the County appoints another depository, upon surrender of the Note
35 to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together
36 with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal
37 Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new
38 fully registered Note in the same aggregate principal amount shall be issued to the new
39 depository in exchange therefor and upon the payment of a charge sufficient to reimburse the
40 County for any tax, fee or other governmental charge required to be paid with respect to such
41 registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the
42 Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of
43 notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after
44 such Note has been called for redemption. The Fiscal Agent and County may treat and consider

1 the Depository in whose name this Note is registered as the absolute owner hereof for the
2 purpose of receiving payment of, or on account of, the principal or redemption price hereof and
3 interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as
4 negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral
5 multiple thereof.

6 [This Note shall not be valid or obligatory for any purpose until the Certificate of
7 Authentication hereon shall have been signed by the Fiscal Agent.]

8 No delay or omission on the part of the owner hereof to exercise any right hereunder shall
9 impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any
10 default hereunder.

11 IN WITNESS WHEREOF, Eau Claire County, Wisconsin, by its governing body, has
12 caused this Note to be executed for it and in its name by the manual or facsimile signatures of its
13 duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal,
14 if any, all as of the original date of issue specified above.

15 EAU CLAIRE COUNTY, WISCONSIN

16
17 By: _____
18 Nicholas Smiar
19 Chairperson

20
21 (SEAL)
22

23 By: _____
24 Sue McDonald
25 County Clerk

1 [Date of Authentication: _____, _____
2

3 CERTIFICATE OF AUTHENTICATION
4

5 This Note is one of the Notes of the issue authorized by the within-mentioned resolutions
6 of Eau Claire County, Wisconsin.
7

8 _____
9 _____, _____
10

11
12
13 By _____
14

15 Authorized Signatory]

1 ASSIGNMENT

2 FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

3 _____
4 (Name and Address of Assignee)

5 _____
6 (Social Security or other Identifying Number of Assignee)

7 the within Note and all rights thereunder and hereby irrevocably constitutes and appoints
8 _____, Legal Representative, to transfer said Note on
9 the books kept for registration thereof, with full power of substitution in the premises.

10 Dated: _____

11 Signature Guaranteed:

12 _____
13 (e.g. Bank, Trust Company
14 or Securities Firm)

_____ (Depository or Nominee Name)

15 NOTICE: This signature must correspond with the
16 name of the Depository or Nominee Name as it
17 appears upon the face of the within Note in every
18 particular, without alteration or enlargement or any
19 change whatever.

20 _____
21 (Authorized Officer)

FACT SHEET

TO FILE NO. 20-21/118

This resolution disallows the claim filed on February 8, 2021 in which Marcia Bowman, owner of A+ Business Solutions, LLC claims the Eau Claire County Planning and Development Department and Land Conservation Division were negligent in their actions of approval and permit issuance for the improvements of her property. Brandon Johnson, Claim Representative from WMMIC the County's liability carrier, states it has been determined that Eau Claire County has no liability for this claim.

The county's liability insurance carrier WMMIC recommended that the claim be disallowed and I concur with that recommendation based on the failure to submit the claim within the time limits of Wis. Stats. §893.80 and because her expenses were consistent with the requirement of purchasing the necessary and required permits, and to perform the necessary work on her property to remain in compliance with the code.

Fiscal Impact: None

Respectfully Submitted,

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

Timothy J. Sullivan

TS/yk

Ordinance//20-21/118 Fact



WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY
4781 Hayes Road, Suite 201 | Madison, WI 53704 • www.wmmic.com
Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

Tim Sullivan
721 Oxford Drive
Eau Claire, Wisconsin 54703

February 16, 2021

RE: Claimant: A+ Storage Solutions LLC
 Claim number: GLEC00001364
 Our Insured: Eau Claire County
 Date of Loss: 9/15/2017

Dear Tim Sullivan,

The above referenced claim was filed on 2/8/2021. Following a review of the information and an investigation of the facts, it has been determined that Eau Claire County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

Brandon Johnson
Claims Representative
Wisconsin Municipal Mutual Insurance Company
(608) 245-6892
bjohnson@wmmic.com

1 Enrolled No.

RESOLUTION

File No. 20-21/118

2
3 DISALLOWING THE CLAIM OF A+ STORAGE SOLUTIONS FILED ON FEBRUARY 8,
4 2021 BY OWNER MARCIA BOWMAN AGAINST EAU CLAIRE COUNTY; DIRECTING
5 THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE
6

7 WHEREAS, on February 8, 2021 Marcia Bowman, owner of A+ Storage Solutions, LLC
8 filed a Notice of Claim against Eau Claire County with the County Clerk's Office; and
9

10 WHEREAS, Ms. Bowman as owner of A+ Storage Solutions claims that the Eau Claire
11 Planning and Development and Land Conservation Division were negligent in their actions for the
12 approval and issuance of permits of the improvement of her self-storage business property; and
13

14 WHEREAS, WMMIC, the County's insurance carrier has reviewed this claim and has
15 determined that Eau Claire County has no liability for this claim.
16

17 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board of Supervisors
18 hereby formally disallow the claim of Marcia Bowman d/b/a A+ Storage Solutions, LLC against the
19 County of Eau Claire.
20

21 BE IT FURTHER RESOLVED that the county clerk is hereby directed to notify Marcia
22 Bowman d/b/a A+ Storage Solutions, LLC of the disallowance.
23
24

25 I hereby certify that the foregoing
26 correctly represents the action taken
27 By the undersigned Committee on
28 March 1, 2021 by a vote of 4
29 for, and 0 against.
30

31 

32 _____
33 Stella Pagonis, Chair
34 Finance & Budget Committee
35
36
37

ORDINANC/20-21/118

Reviewed by Finance Dept.
for Fiscal Impact

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

FACT SHEET
File No. 20-21/124

The Procurement Card policy is necessary in order to clearly identify best procurement practices and expectations within the purchasing card program.

Fiscal Impact: None

Respectfully Submitted,

Amy Weiss
Senior Accounting Manager

1 Enrolled No.

2 RESOLUTION

3 File No. 20-21/124

4 - FINANCIAL POLICY: PROCUREMENT CARD-

5 WHEREAS, Eau Claire County has promulgated policy and practice for financial
6 management and practice; and

7
8 WHEREAS, it is considered prudent to create a comprehensive Financial Policy Manual to
9 establish appropriate practices and procedures based on best practice; and

10
11 WHEREAS, said manual will be developed through careful analysis and review of
12 Government Finance Association best practices as relevant to comprehensive financial management;
13 and

14
15 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of
16 Supervisors, that Procurement Card Financial Policy be adopted.

17
18 BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors directs the
19 Finance and Budget Committee to regularly review, update and maintain County Financial Policies
20 consistent with recommended best practices, and forward to the Board for approval.
21
22
23

24 I hereby certify that the foregoing correctly represents
25 the action taken by the undersigned Committee on
26 March 15, 2021 by a vote of ____ for, ____ against.
27

28
29 _____
30 Chairperson Stella Pagonis
31 Committee on Finance & Budget
32
33
34
35
36
37
38

Reviewed by Finance Dept.
for Fiscal Impact

APPROVED BY
CORPORATION COUNSEL
AS TO FORM