



AGENDA

Eau Claire County Board of Supervisors
Tuesday, September 21, 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](#)

LIVE Streaming on YouTube (view only): <https://www.youtube.com/user/EauClaireCounty>

Via Webex Online (registration may be required):

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m6875052bb47b6b080407558d15034368>

Password: m8kDZBE6NE6

Attendee Information via Phone/Call-in

Dial in Number: 1-415-655-0001

Access Code: 145 418 6259 Password from Phones: 68539236

**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 Sandra McKinney
3. Call of the Roll
4. Approval of the Journal of Proceedings from August 17, 2021 **Pages 1-4**

5A. PUBLIC HEARING ON REDISTRICTING

Pursuant to Wis. Stat. § 59.10(3)(b) a Public Hearing will be conducted by the Eau Claire County Board of Supervisors to provide comment on the Board of Supervisors' tentative plan for county and municipal redistricting.

- Brief Redistricting Update from Kathryn Schauf, County Administrator and Peter Strand, Geographic Information Systems (GIS) Administrator
- [Link to redistricting maps](#)

5B. PUBLIC COMMENT (30-minute session - 3 minutes per speaker)

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

Oral Reports

- Regional Planning Commission and Regional Business Fund update by Lynn Nelson, Executive Director, and Tobi LeMahieu, Fund Manager *Pages 5-28* ([Link to full Annual Report](#))
- EDI Update from Jeneise Briggs, EDI Coordinator *Pages 29-39*
- American Rescue Plan (ARP) update by Kathryn Schauf, County Administrator

Written Reports

- Reports from the Finance Department
 - 2021 Contingency Fund *Page 40*
 - August 2021 Payments over \$10,000 *Pages 41-50*

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

- Rezoning request from owners and applicants, Brian and Alison Spindler for the Town of Lincoln *Page 51*
- Rezoning request from owners and applicants, Josh and Denni Backstrom for the Town of Union *Page 52*
- Rezoning request from owner and applicant, Mark Briggs, for the Town of Union *Page 53*
- Rezoning request from owner, John Kelly; and applicant, Real Land Survey – Jeremy Skaw, for the Town of Washington *Page 54*
- Rezoning request from owner and applicant, Deborah Bowe, for the Town of Washington *Page 55*

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

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 Human Resources and Airport Commission

File No.

21-22/050 (1)

Resolution: Authorizing to abolish one part-time (0.5 FTE) Maintenance Technician and to create one full-time (1.0 FTE) Maintenance Technician *Pages 56-58*

Committee on Administration

File No.

21-22/045 (1)

Resolution: Approving the tentative Supervisory District Plan and directing the Department Planning and Development to forward the tentative plan to each municipal governing body *Pages 59-60*

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.

- 21-22/042 (2) Ordinance: Amending 1.04.010 of the Code: Terms of office for and election of County Supervisors (required number of signatures) *Pages 61-62*
- 21-22/054 (1) Resolution: Designating American Rescue Plan Act (ARPA) Funds for project administration, public health response, re-granting, county-specific projects *Pages 63-65*

Highway Committee

File No.

- 21-22/040 (1) Resolution: Authorizing the sale of 2000 Spooner Ave, Altoona, WI owned by Eau Claire County to the City of Altoona *Pages 66-79*

Committee on Planning and Development

File No.

- 21-22/041 (2) Ordinance: Amending the 1982 zoning district boundary map for the Town of Washington *Pages 80-101*

Committee on Finance & Budget

File No.

- 21-22/035 (1) Resolution: Authorizing a 2021 budget transfer of capital project funds *Pages 102-105*
- 21-22/047 (1) Resolution: Authorizing the sale of tax deed property to former owner Jason H. West for \$32,014.79; directing the Corporation Counsel to prepare a quit claim deed on the described property; directing the County Clerk to execute said quit claim deed on behalf of Eau Claire County *Pages 106-107*

11. APPOINTMENTS

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

Tuesday, August 17, 2021

The County Board of Supervisors of the County of Eau Claire convened remotely via Webex Events on Tuesday, August 17, 2021, and was called to order by Chair Nick Smiar at 7:00 p.m.

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

Roll Call: 27 present: Supervisors Gary G. Gibson, Sandra McKinney, Joe Knight, Stella Pagonis, Carl Anton, Dane Zook, Kevin Stelljes, Donald D. Mowry, Nancy Coffey, Ray L. Henning, Connie Russell, Judy Gatlin, Nick Smiar, Chris Hambuch-Boyle, Martha Nieman, James A. Dunning, Gerald L. Wilkie, Nathan Anderson, Mark Beckfield, Katherine Schneider, Robin J. Leary, Heather DeLuka, Melissa Janssen, Tami Schraufnagel, Zoe Roberts, Kimberly A. Cronk, Missy Christopherson
2 absent: Supervisors Steve Chilson, Colleen Bates
*Supervisors Chilson and Bates joined later in the meeting.

JOURNAL OF PROCEEDINGS (July 20, 2021)

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

*Supervisor Chilson joined the meeting at this time.

PUBLIC COMMENT

Oral comment by Pa Thao in regards to considering vulnerable populations when making decisions for the community.

A written comment was submitted to the board by Dr. Susan Wolfgram.

REPORTS TO THE COUNTY BOARD UNDER 2.04.320

The following oral reports were presented:
-Highway Building Update from Supervisor Dunning, Chair of the Highway Building Committee
-Update on redistricting by Kathryn Schauf, County Administrator

The following written reports were presented:
-2021 Contingency Fund
-July 2021 Payments over \$10,000

PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

A report regarding a rezoning request was received from owner, Patricia M. Cliff Family Trust/ Cliff Family Trust and applicant, Peter J. Gartmann for the Town of Washington. The report was referred to a future meeting of the board.

FIRST READING OF ORDINANCES BY MEMBERS

Committee on Administration

Ordinance 21-22/042 AMENDING 1.04.010 OF THE CODE: TERMS OF OFFICE FOR AND ELECTION OF COUNTY SUPERVISORS

The ordinance was referred to a future meeting of the board.

Airport Commission

Ordinance 21-22/039 TO AMEND SECTION 12.25.120 A. 1. OF THE CODE: PARKING FEE SCHEDULE

Motion to discuss made by Supervisor Henning, seconded by Supervisor Dunning. Approved via voice vote.
Motion made by Supervisor Henning, seconded by Supervisor Anton, to suspend the rules and vote on the ordinance today.

Motion to suspend approved via roll call vote as follows:

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

0 noes

1 absent: Supervisor Bates

The ordinance was enacted via voice vote.

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

Committee on Administration

Ordinance 21-22/024 TO AMEND SECTION 2.04.010 C. OF THE CODE: RULE 1 -MEETINGS

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

Amendment to hold a public hearing at the 2nd meeting in October proposed by Supervisor Schneider, seconded by Supervisor Leary.

Ordinance enacted as amended via voice vote.

Resolution 21-22/043 AUTHORIZING A SPECIAL MEETING FOR NOVEMBER 9, 2021, TO APPROVE THE FINAL REDISTRICTING PLAN PURSUANT TO WISCONSIN STATUTES SECTION 59.10(3)(B)

*Supervisor Bates joined the meeting at this time.

On a motion by Supervisor Bates, seconded by Supervisor Beckfield, the resolution was enacted via voice vote.

Committee on Judiciary and Law Enforcement

Ordinance 21-22/010 CREATING SECTION 9.85.030 OF THE COUNTY CODE: FORFEITURE; AMENDING SECTION 1.50.020 OF THE CODE: SCHEDULE OF DEPOSITS

On a motion by Supervisor Wilkie, seconded by Supervisor Roberts, the ordinance was enacted via voice vote.

Committee on Planning & Development

Ordinance 21-22/029 AMENDING THE 1982 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF UNION

On a motion by Supervisor Bates, seconded by Supervisor Leary, the ordinance was enacted via voice vote.

Highway Committee

Ordinance 21-22/026 TO CREATE SECTION 12.34.600 OF THE CODE: WORKING IN COUNTY HIGHWAY RIGHT OF WAY; TO CREATE SECTION 12.34.700 BICYCLE AND PEDESTRIAN ROUTES ON COUNTY HIGHWAYS

On a motion by Supervisor Henning, seconded by Supervisor Gatlin, the ordinance was enacted via voice vote.

Ordinance 21-22/017 TO CREATE SECTION 12.34.250 OF THE CODE: HIGHWAY SETBACKS; TO AMEND SECTION 1.50.020 OF THE CODE: SCHEDULE OF DEPOSITS; TO AMEND SECTION 1.50.030 ISSUANCE OF CITATIONS

A written amendment to the ordinance was presented to the board as follows

1. Line 27 change sixty three (63) feet to eighty three (83) feet.
2. Line 28 change thirty (30) feet to fifty (50) feet.

On a motion by Supervisor Henning, seconded by Supervisor Leary, the amendment was approved via voice vote.

The ordinance was enacted as amended once via voice vote.

Committee on Finance & Budget

Ordinance 21-22/028 TO REPEAL SECTIONS 4.09.040; 10.20.010 A. 3; AND SECTION 10.20.015 OF THE COUNTY CODE: VEHICLE IMPOUNDMENT AND TOWING CHARGES

On a motion by Supervisor Wilkie, seconded by Supervisor Coffey, the ordinance was enacted via voice vote.

Resolution 21-22/037 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO THE TOWN OF WASHINGTON FOR \$301.00; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED ON THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID QUIT CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY

On a motion by Supervisor Bates, seconded by Supervisor Dunning, the resolution was adopted via voice vote.

Resolution 21-22/036 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO FORMER OWNERS ROGER E. AND CHRISTINA M. KOHLER FOR \$9,815.04; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED ON THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID QUIT CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY

On a motion by Supervisor Leary, seconded by Supervisor Hambuch-Boyle, the resolution was adopted via voice vote.

Resolution 21-22/038 DISALLOWING THE CLAIM OF GERMANTOWN MUTUAL INSURANCE COMPANY AND THEIR INSURED SUE NERBY SENT TO THE EAU CLAIRE COUNTY SHERIFF'S OFFICE ON JULY 1, 2021, THROUGH THE LAW FIRM OF YOST AND BAILL; DIRECTING THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE

On a motion by Supervisor Wilkie, seconded by Supervisor Beckfield, the resolution was adopted via voice vote.

APPOINTMENTS

- Veterans Service Commission
 - Angela Deutschlander
- Broadband Committee
 - Ann Nielson

On a motion by Supervisor Bates, seconded by Supervisor Anderson, the appointments were approved via voice vote.

- ARPA Funding Taskforce
 - County Board Supervisors
 - Dane Zook
 - Zoe Roberts
 - Connie Russell
 - County Staff
 - Kathryn Schauf, County Administrator

- Tim Sullivan, Corporation Council
- Norb Kirk, Finance Director
- Jeneise Briggs, EDI Coordinator
- EDI Representative
 - Pa Thao, Black and Brown Womyn's Power Coalition
- City Official
 - Mike Golat, City of Altoona Administrator
- Town Official
 - Jennifer Meyer, Town of Pleasant Valley Clerk/Treasurer
- Business Community
 - Scott Rogers, Eau Claire Area Chamber of Commerce Public Affairs Chair
- City-County Health Department
 - Cortney Draxler, Policy & Systems Division Manager
- Community Non-profit
 - Tishai Atkins, Director of the Community Table

On a motion by Supervisor Schneider, seconded by Supervisor Wilkie, the appointments to the ARPA Funding Taskforce were approved via voice vote.

On a motion by Supervisor Beckfield, seconded by Supervisor Henning, the board convened to a closed session as approved via voice vote.

On a motion by Supervisor Cronk, seconded by Supervisor Dunning, the board returned to open session as approved via voice vote.

The Board adjourned at 9:06 p.m.

Respectfully submitted,



Sue McDonald
County Clerk

Who We Are And What We Do 2021

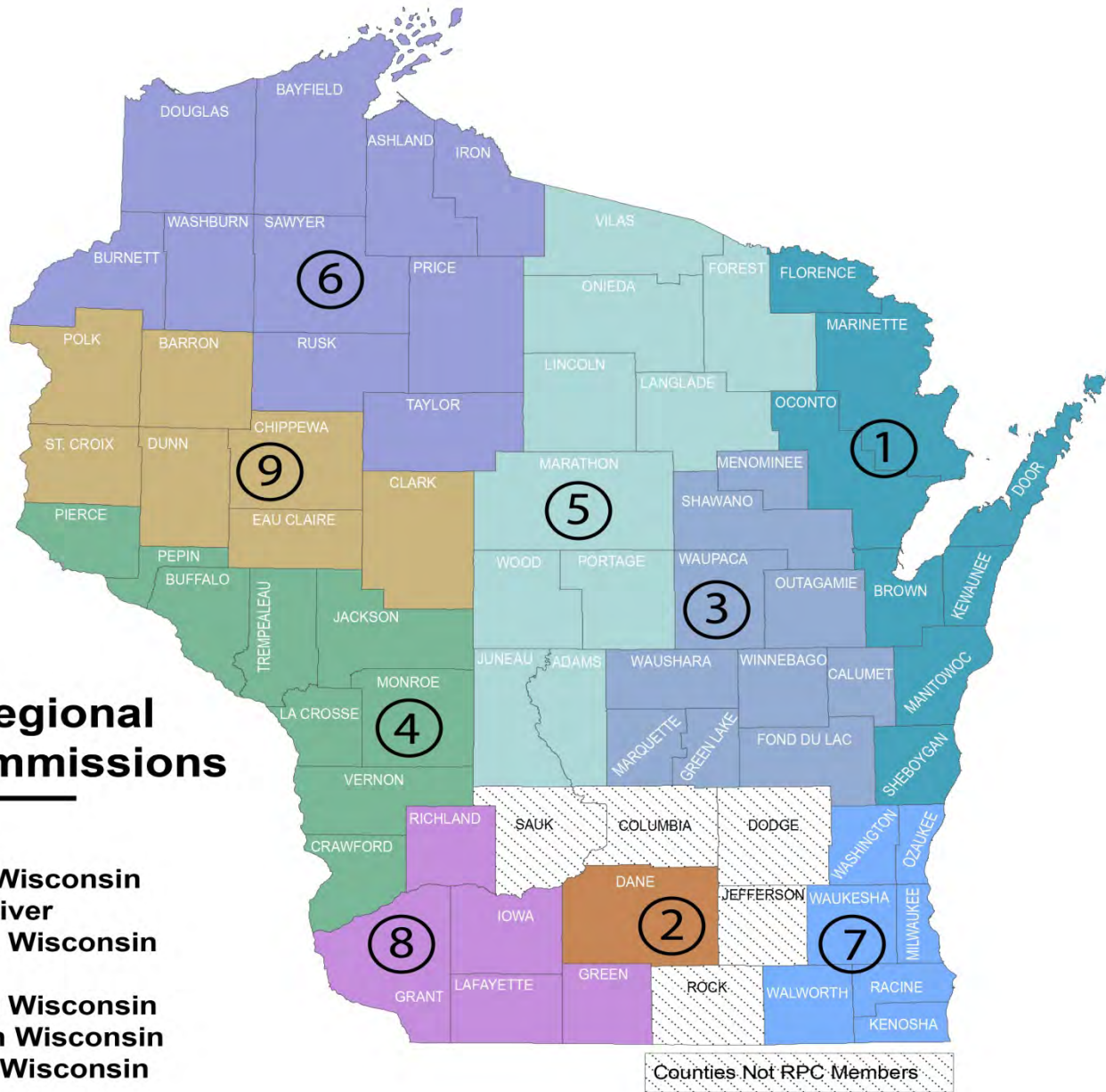
Lynn Nelson, Executive Director
Tobi LeMahieu, Fund Manager



West Central Wisconsin Regional Planning Commission

Regional Planning Commissions

- ❖ **WCWRPC was created under State Statute in 1971 (§66.945, now §66.0309)**



Wisconsin Regional Planning Commissions

- 1 Bay-Lake
- 2 Capital Area
- 3 East Central Wisconsin
- 4 Mississippi River
- 5 North Central Wisconsin
- 6 Northwest
- 7 Southeastern Wisconsin
- 8 Southwestern Wisconsin
- 9 West Central Wisconsin

Counties Not RPC Members

West Central Wisconsin Regional Planning Commission

- **Governed by 21 Member Commission**
- **Appointments are made by County Boards (3 per county)**

West Central Wisconsin Regional Planning Commission

Commissioners

Barron County

Stan Buchanan
Louie Okey
Gary Taxdahl

Chippewa County

Dave Eisenhuth
Donald Hauser
Lee McMenamin

Clark County

Peter Kaz
Allen Krause, Jr.
Joe Waichulis, Jr.

Dunn County

Diane Morehouse
Tom Quinn
Steve Rasmussen

Eau Claire County

John Frank
Connie Russell
Dane Zook

Polk County

Tracy LaBlanc
Tom Magnafici
Steve Warndahl

St. Croix County

Judy Achterhof
Larry Weisenbeck
Daniel Hansen

West Central Wisconsin Regional Planning Commission

WCWRPC Staff



Lynn Nelson
Executive Director



Hailee Bushman
Assistant Planner



Landon Profazier
Creative Content
Manager / Associate
Planner



Mai Xiong-Thao
Loan Processor



Eric Anderson
Senior Planner



Craig Johnson
Associate Planner



Edwin Rothrock
Associate Planner



Kim Zimmerman
Finance Manager



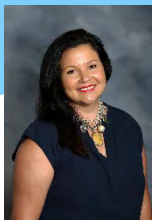
Susan Badtke
Senior Planner



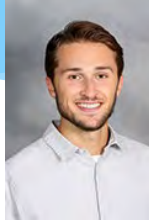
Tobi LeMahieu
Fund Manager



Lisa Ruth
Office Manager



Heidi Biesterveld
Lending Specialist



Michael Mills
Assistant Planner



Chris Straight
Senior Planner

West Central Wisconsin Regional Planning Commission

Goal:

Assist units of government in planning for the physical, social, and economic development needs of the region.

Services fall in four general areas:

- 1) Economic Development
- 2) Transportation
- 3) Community Development
- 4) Conversation and Mapping

West Central Wisconsin Regional Planning Commission

Sample Work Projects

- Chippewa Valley Innovation Center (CVIC) Market Study
- CVIC/City of Eau Claire Economic Development Administration (EDA) CARES Application
- City of Augusta CDBG Project Administration
- Chippewa Valley Bike Map
- Safe Routes to School Plans and Programming
- Eau Claire County Outdoor Recreation Plan Update
- Work on the Eau Claire River Watershed
- Staffing of Rain to Rivers
- Staffing to the Chippewa-Eau Claire Metropolitan Planning Organization (MPO)

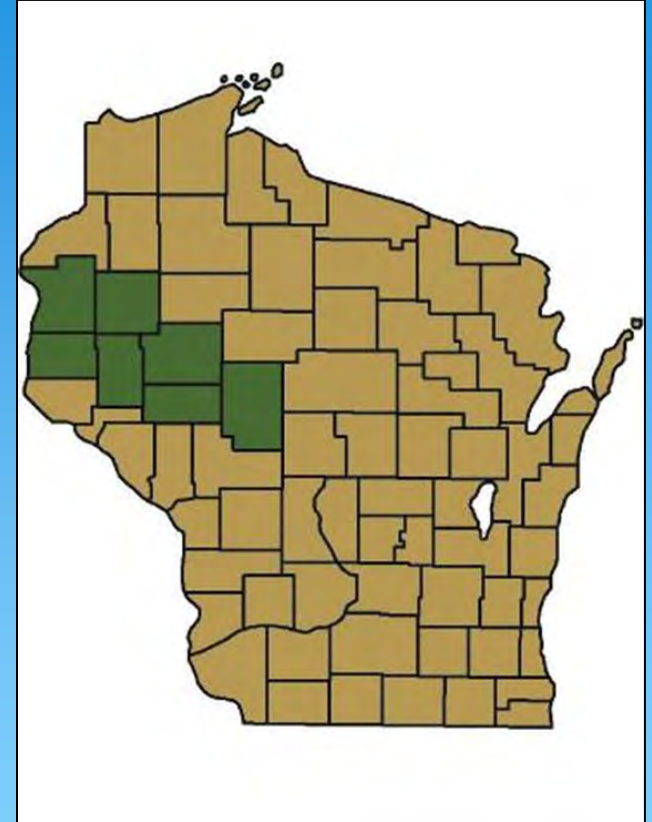


West Central Wisconsin Microenterprise Grant Program

Program Description:

West Central Wisconsin Regional Planning Commission (WCWRPC) is the regional administrator of the West Central Wisconsin Microenterprise Grant Program.

The Microenterprise Grant Program provides \$5,000 grants to eligible businesses negatively impacted by the COVID-19 pandemic.

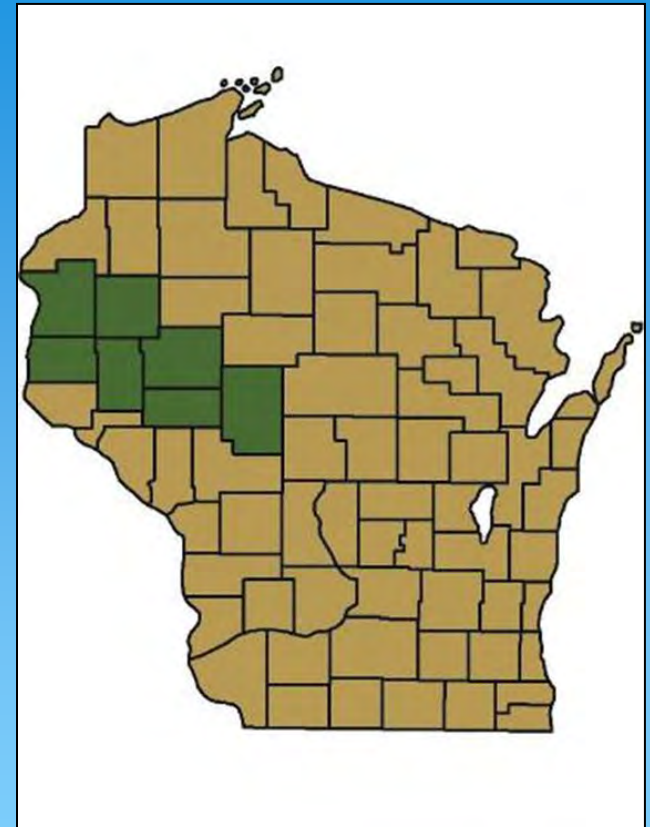


West Central Wisconsin Microenterprise Grant Program

Eligibility:

To qualify for a \$5,000 grant, a business must be:

- Small; defined as five or fewer employees including the owner(s)
- Located in West Central Wisconsin – *excluding the City of Eau Claire*
- Established prior to February 5, 2020
- Owned by a person(s) of qualifying income. If there are multiple owners of the business, the majority (51% or more) of the owners must meet the income eligibility requirements



West Central Wisconsin Regional Planning Commission

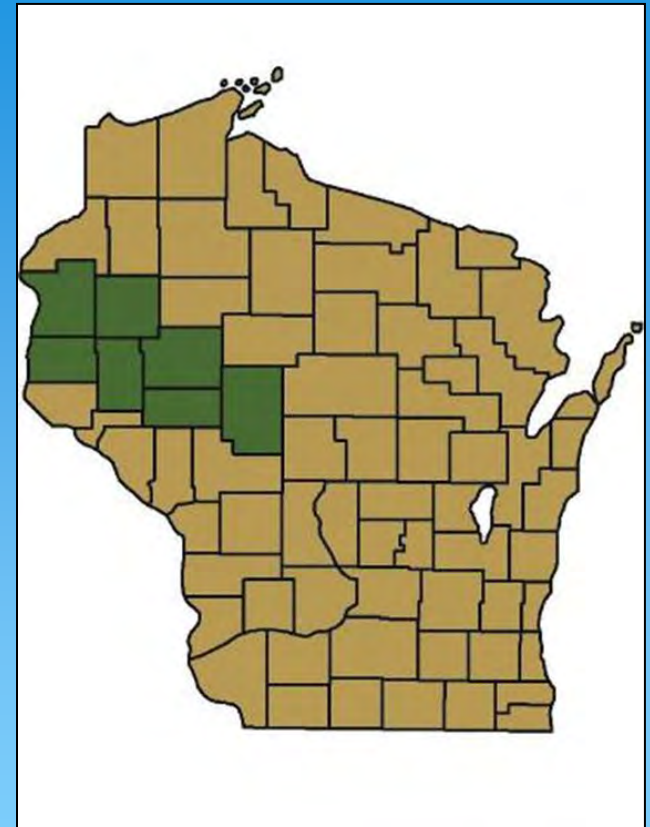
West Central Wisconsin Microenterprise Grant Program

Eligible Use of Funds:

Grant funds must reimburse working capital needs resulting from the COVID-19 pandemic.

Examples include:

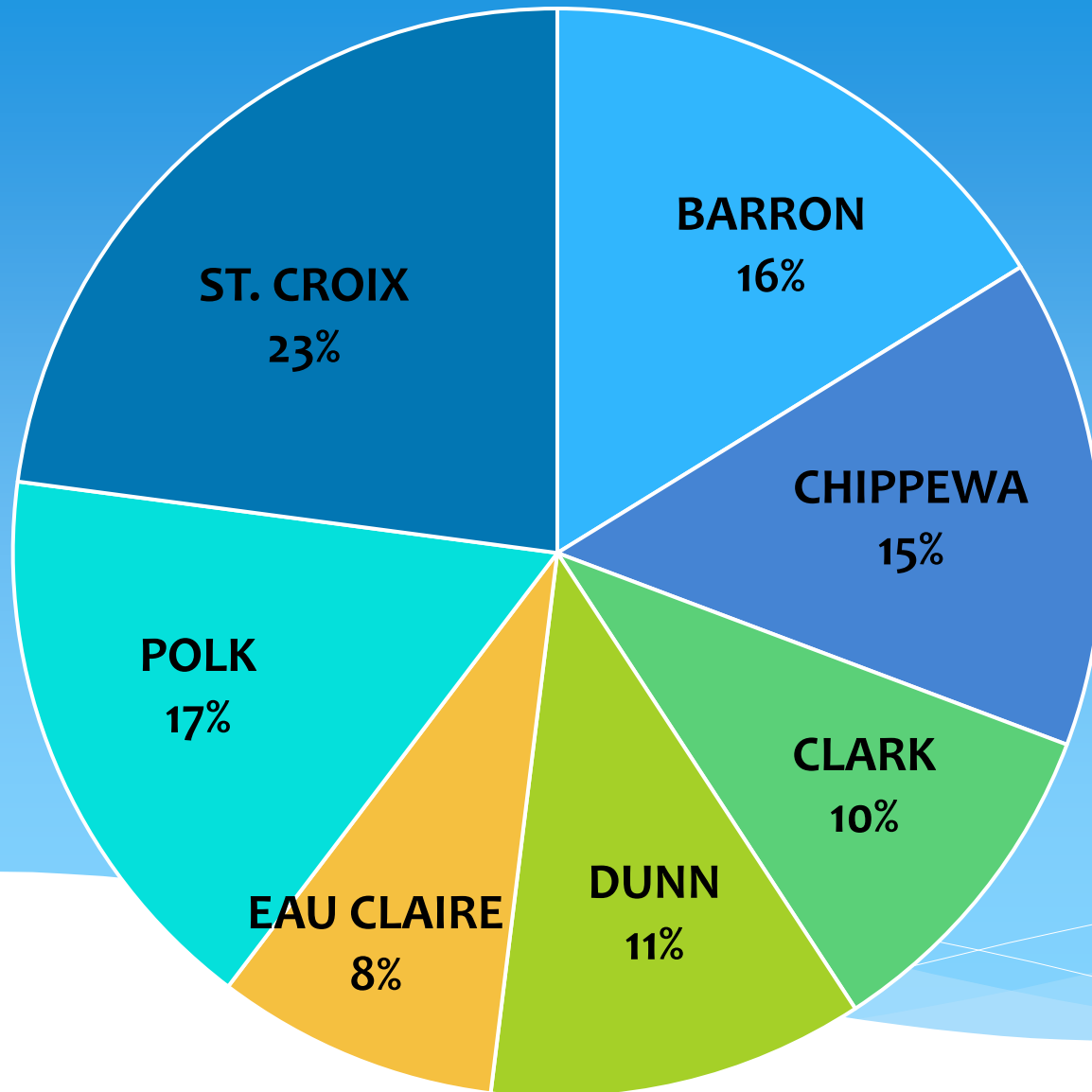
- **Operating expenses such as payroll, rent, mortgage, insurance, utilities, inventory, professional fees, and COVID-19 related expenses such as protective equipment**



West Central Wisconsin Microenterprise Grant Program

County	Eligible Applications	Requested Grant Award Amount
BARRON	29	\$142,871.11
CHIPPEWA	26	\$129,634.64
CLARK	18	\$90,000.00
DUNN	20	\$99,490.59
EAU CLAIRE	15	\$74,995.96
POLK	30	\$147,425.39
ST. CROIX	42	\$201,814.23
TOTAL	180	\$891,231.92

Eligible MEG Applications





\$10,000 MAIN STREET BOUNCEBACK GRANTS

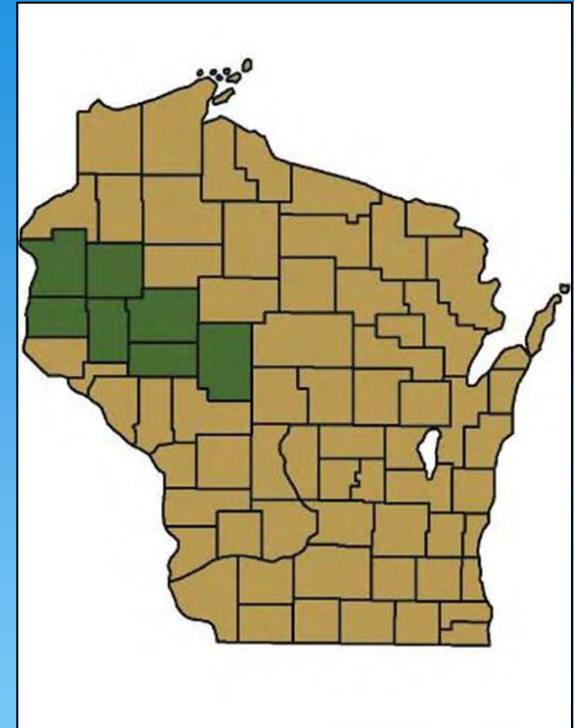
EXPAND YOUR BUSINESS AND HELP WISCONSIN'S MAIN STREETS BOUNCE BACK.

Wisconsin Main Street Bounceback Grant Program

Program Description:

West Central Wisconsin Regional Planning Commission (WCWRPC) is the regional administrator of the Main Street Bounceback Grant Program.

The Bounceback Grant Program provides \$10,000 grants to businesses moving into vacant commercial spaces.



**\$10,000
MAIN STREET
BOUNCEBACK
GRANTS**

EXPAND YOUR BUSINESS AND HELP WISCONSIN'S MAIN STREETS BOUNCE BACK.



West Central Wisconsin Regional Planning Commission

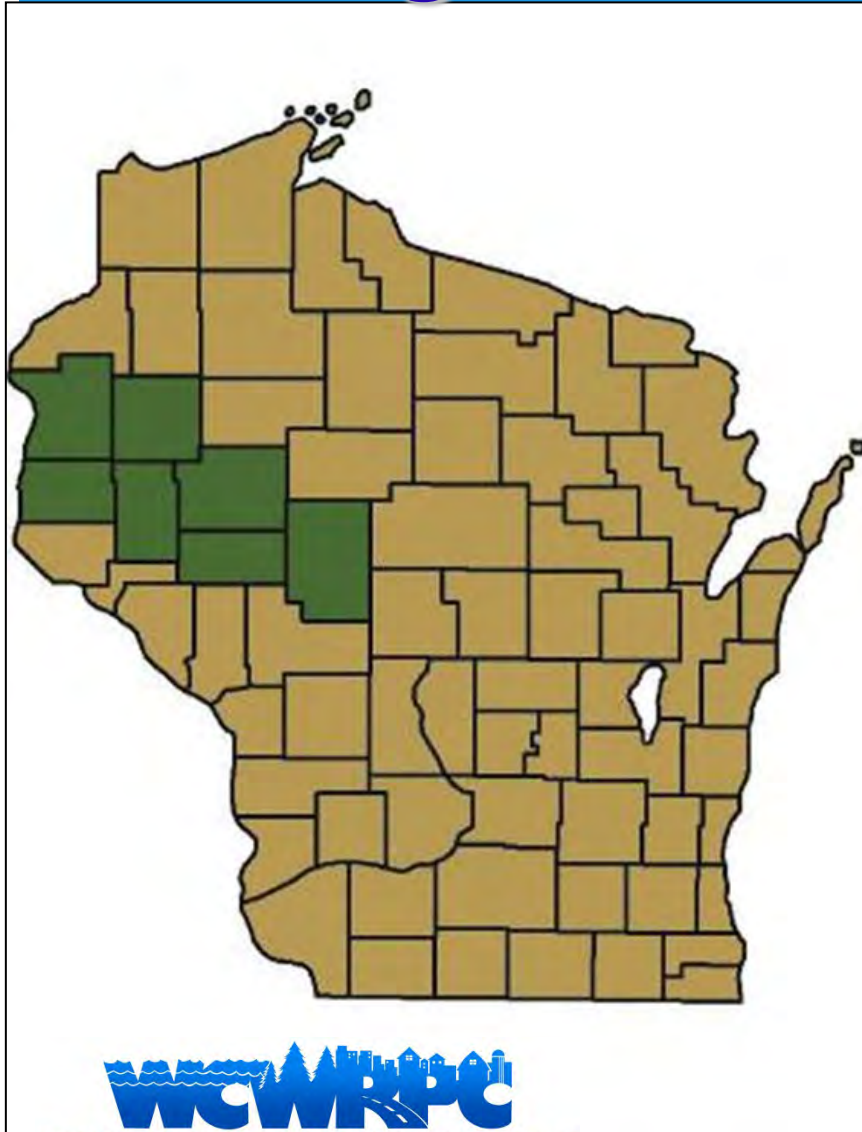
Eligibility:

New or existing businesses that are planning to lease or purchase a vacant commercial space between January 1, 2021 and June 30, 2022, are eligible for Main Street Bounceback Grants.

A business will not qualify for grant funds if they are renewing an existing lease or vacating a commercial space to move to another.



Regional Business Fund, Inc.



WCWRPC created the 501 c(6) nonprofit RBF, Inc. in 1995, originally to administer a federal revolving loan fund award

RBF, Inc. Board of Directors consists of nine (9) members who meet monthly

RBF, Inc. is staffed by West Central Wisconsin Regional Planning Commission



West Central Wisconsin Regional Planning Commission



REGIONAL
BUSINESS FUND, INC.

Regional Business Fund, Inc. Programs

- * Economic Development Administration (EDA) Revolving Loan Fund (1995)
- * Technology Enterprise Fund (TEF) program (2006)
- * Consolidated Fund (2007)*
 - *Revolving Loan Fund (2007)
 - *Micro Loan Fund (2008)
 - *Façade Loan Fund (2008)
 - *Growth Loan Fund (2016)

**As an entitlement community, the City of Eau Claire is not eligible for any Consolidated Fund programs.*

***EDA CARES Revolving Loan Fund (2020)**

RBF, Inc. Borrowers – Eau Claire County 2020

- * Poppenga Family Subs, LLC (EDA CARES RLF)
- * Pan Asia Kitchen, LLC (EDA CARES RLF)
- * Tim's Auto Care Center LLC (Micro Loan Fund)
- * Ultimate Spray Insulation LLC (Micro Loan Fund)
- * Revolution Manufacturing, LLC (EDA CARES RLF)
- * Wood Duck Nation LLC (EDA CARES RLF)
- * Water Street Deli and Grocery, LLC (Revolving Loan Fund)
- * SILVERMINE STONE SIDING L.L.C. / SILVERMINE STONE (EDA RLF)
- * Ridgeview Repair LLC (Micro Loan Fund)
- * Houligans Downtown, LLC (EDA CARES RLF)
- * Pizza Plus LLC (EDA CARES RLF)
- * GCBK Group Homes, Inc. (EDA CARES RLF)



RBF, Inc. Borrowers – Eau Claire County 2021

- *Hmong Noodle Wrap, Inc. (EDA CARES RLF)
- *Hawk Electric llc (Micro Loan Fund)
- *DoubleW LLC (EDA RLF)
- *Casual Ore Formal LLC (EDA CARES RLF)
- *Spindler Properties LLC (Revolving Loan Fund)
- *Titan Communications LLC (EDA RLF)

OUR STORY

Regional Business Fund, Inc. (RBF) is a 501c6 non-profit entity whose purpose is to promote business and economic development in west central Wisconsin. RBF was created by the West Central Wisconsin Regional Planning Commission (WCWRPC) in 1995 to administer the Economic Development Administration (EDA) Revolving Loan Fund. In 2005, the Technology Enterprise Fund was added. The Consolidated Loan Fund (consisting of the Revolving Loan Fund, Micro Loan Fund, Growth Loan Fund, and Façade Loan Fund) was established in 2007. The Consolidated Loan Fund was established when west central Wisconsin units of government consolidated individual Community Block Grant (CDBG) Revolving Loan Funds into one regional pool, which is administered by the RBF. In 2020, the EDA CARES Act Recovery Assistance Revolving Loan Fund was established to assist small businesses most impacted by the COVID-19 pandemic with working capital loans.

In total, there are seven loan programs the RBF can offer businesses within west central Wisconsin consisting of Barron, Chippewa, Clark, Dunn, Eau Claire, Polk, and St. Croix counties.

RBF, Inc. is managed by a Board of Directors consisting of representatives from each of the seven counties and contracts with WCWRPC to administer the loan programs.

Eligible activities include:

- Acquisition of equipment, machinery, furniture and fixtures
- New working capital, inventory purchases, supplies
- Site improvements
- Leasehold improvements
- Natural disaster recovery
- Land or building acquisition
- New building construction or building renovation



FUND ACTIVITY

Activity as of December 31, 2020

FUND BALANCE **\$15,761,332.63**
(Total cash, receivables, and other assets)

AVAILABLE CASH BALANCE **\$2,507,190.31**
(Net of closed loans not yet funded and committed loans)

DECEMBER REPAYMENTS **\$226,468.40**

CLOSED LOANS

- 79 totaling \$2,571,392
- 460 full-time jobs created/retained in the next 2 years
- \$13,311,344 private funds leveraged

CONTACT US

Regional Business Fund, Inc.
715-836-2918 — www.rbfinc.org

Tobi LeMahieu
Fund Manager
Ext. 19
tlemahieu@wcwrpc.org

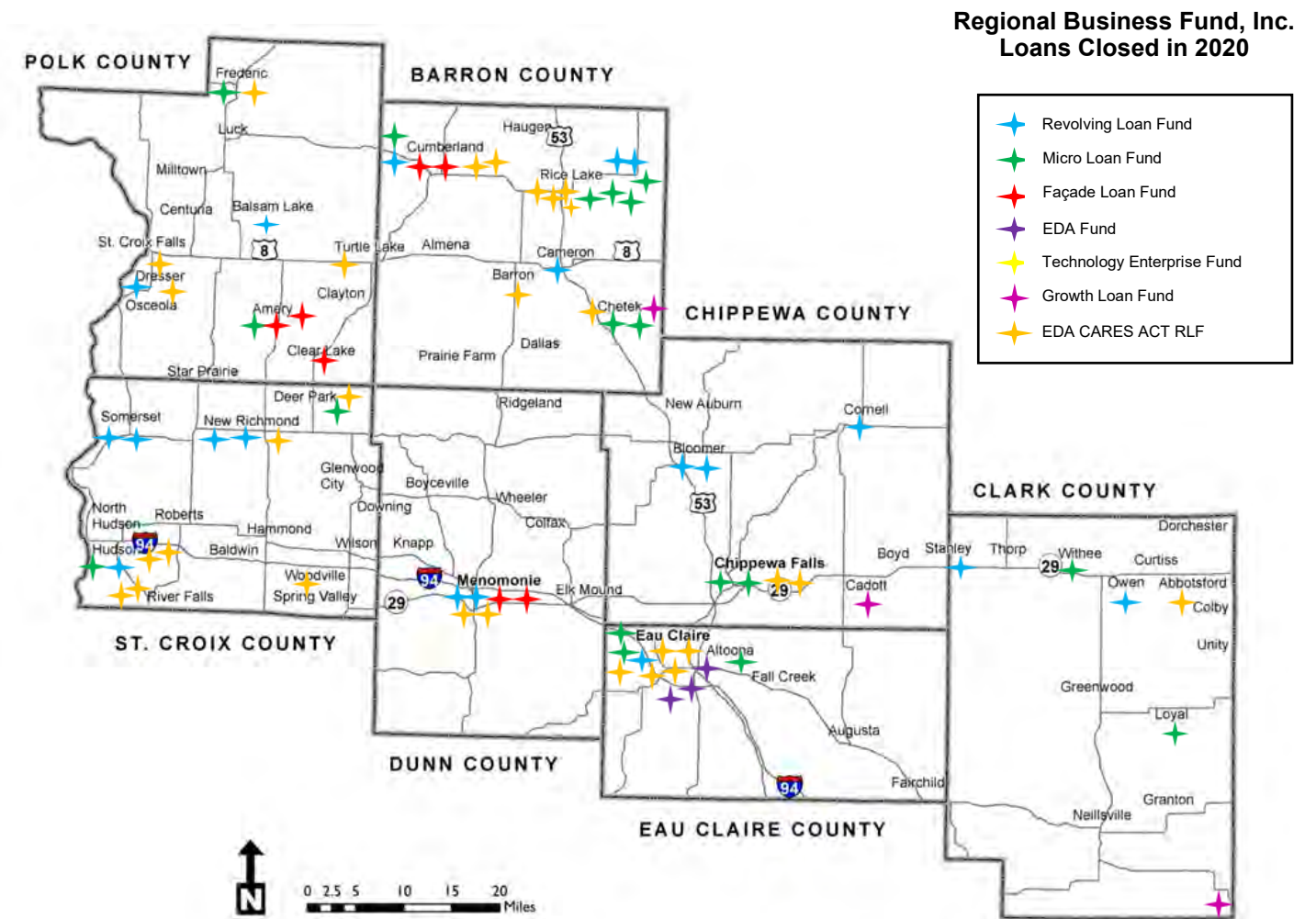
Heidi Biesterveld
Lending Specialist
Ext. 14
hbiesterveld@wcwrpc.org

Mai Xiong-Thao
Loan Processor
Ext. 20
mxiong-thao@wcwrpc.org



All business photos contained herein have been provided by the businesses.

2020 ANNUAL REPORT

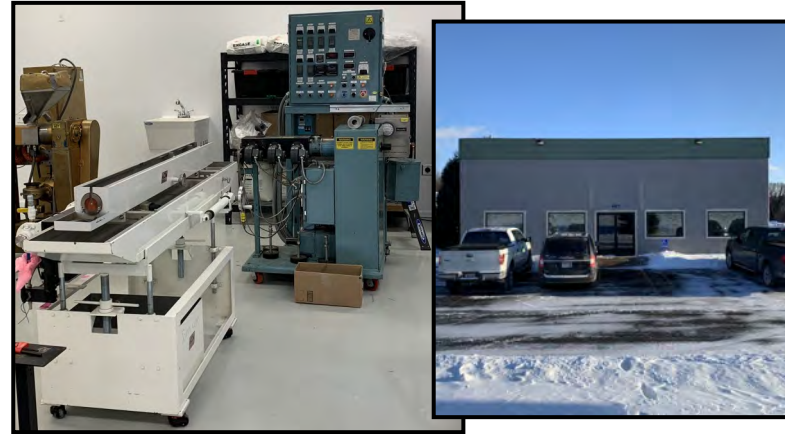


ECONOMIC DEVELOPMENT HIGHLIGHTS

- **79 LOW-INTEREST LOANS** were awarded to **75 BUSINESSES** in the amount of **\$2.6 MILLION** to assist with financing in west central Wisconsin
- **460 JOBS** were **CREATED** or **RETAINED** by businesses receiving loans
- **38 START-UP BUSINESSES** obtained RBF financing
- **\$13.3 MILLION** in private funds were **LEVERAGED**
- **7 DOWNTOWN BUILDINGS** were renovated via the **FAÇADE LOAN PROGRAM**
- In response to the pandemic, **113 BORROWERS** utilized RBF's flexible repayment terms and staff maintained a **COVID-19 BUSINESS FINANCIAL RESOURCE DIRECTORY**

Regional Business Fund, Inc. (RBF, Inc.) is a non-profit economic development corporation whose purpose is to promote business and economic development in west central Wisconsin by providing business financing tools. RBF, Inc. offers low-interest loan funds to businesses that expand within the region; diversify the economy; add new technology; revitalize buildings in the region's downtowns; create or retain quality jobs; and increase private capital investment in the region. RBF, Inc. is managed by a Board of Directors consisting of representatives from each of the seven counties in the region and contracts with West Central Wisconsin Regional Planning Commission to administer the loan programs.

2020 ACTIVITY



Above: Keystone Medical Technologies, Inc. (St. Croix County)—Keystone Medical Technologies, Inc. in Somerset provides small diameter, high precision components such as polyamide tubing and coated wire for the medical device industry. The business recently acquired a new facility and purchased new equipment. RBF, Inc.'s Revolving Loan Fund financing assisted with the acquisition costs.

GROWTH LOAN FUND

Established in 2016, the Growth Loan Fund provides loans to existing businesses at least two years of age with financing needs that cannot be met by traditional financial institutions. Eligible companies are too old for the Micro Loan Fund program, but their needs cannot be met through the Revolving Loan Fund program. RBF can be the sole source of financing in the Growth Loan Fund.

In 2020, two (2) businesses received loans within the Growth Loan Fund program.

COUNTY	LOANS	AMOUNT	JOBS
Chippewa	1	\$60,000	0
Clark	1	\$55,000	2



D & J Lumber (Chippewa County)—D & J Lumber, located near Cadott, is a sawmill business which supplies lumber and wood chips to various businesses. A Growth Loan assisted with inventory purchases and acquisition of a wood chipper.

REVOLVING LOAN FUND

The Revolving Loan Fund (RLF) is a flexible source of loan funds for business financing. The purpose of the fund is to provide a source of gap financing to projects that provide an economic benefit to the community or region. RLF funds cannot be the sole source of financing and can only provide up to 25% of the total project cost.

In 2020, nineteen (19) businesses obtained loans within the RLF program.

COUNTY	LOANS	AMOUNT	JOBS	LEVERAGED
Barron	4	\$197,167	15	\$1,548,833
Chippewa	3	\$161,000	16	\$1,817,786
Clark	2	\$250,000	17	\$4,143,400
Dunn	2	\$70,000	7	\$1,080,500
Eau Claire	1	\$100,000	30	\$600,000
Polk	2	\$93,750	9	\$346,250
St. Croix	5	\$351,875	29	\$2,451,125

MICRO LOAN FUND

The Micro Loan Fund provides loans to start-up or newly established businesses two years of age or less who are unable to obtain traditional financing. RBF, Inc. can be the sole source of financing in the Micro Loan Fund program.

In 2020, nineteen (19) businesses received loans within the Micro Loan Fund program.

COUNTY	LOANS	AMOUNT	JOBS	LEVERAGED
Barron	8	\$217,000	18	\$520,150
Chippewa	2	\$60,000	2	\$35,000
Clark	2	\$56,000	8	\$128,000
Eau Claire	3	\$75,000	2	\$119,000
Polk	2	\$45,000	4	\$1,300
St. Croix	2	\$52,000	12	\$0



Uplifting Movement & Fitness (Clark County) Uplifting Movement & Fitness in Loyal offers in-person and virtual dance education classes to children and teens. A Micro Loan assisted with equipment purchases and building renovations to a newly acquired building.

2020 ACTIVITY

FAÇADE LOAN FUND

The Façade Loan Fund provides 1% financing to encourage property and business owners in core downtowns to revitalize downtown commercial buildings within the communities of west central Wisconsin. In 2020, seven (7) loans were originated within the Façade Loan Fund program.

COUNTY	LOANS	AMOUNT
Barron	2	\$41,000
Dunn	2	\$60,000
Polk	3	\$56,600

EDA CARES ACT REVOLVING LOAN FUND

The Economic Development Administration (EDA) CARES Act Recovery Assistance Revolving Loan Fund (RLF) was established in 2020 to assist small businesses impacted by the COVID-19 pandemic by providing low-interest working capital loans. In 2020, twenty-nine (29) businesses obtained loans through the program to assist with pandemic recovery.

COUNTY	LOANS	AMOUNT
Barron	8	\$80,000
Chippewa	2	\$20,000
Clark	1	\$10,000
Dunn	2	\$20,000
Eau Claire	5	\$50,000
Polk	4	\$40,000
St. Croix	7	\$70,000



(Left) Menagerie Hair Salon (Polk County) — Menagerie Hair Salon has been a salon in St. Croix Falls since 2008. The pandemic caused the business to temporarily close resulting in decreased revenue. The EDA CARES loan assisted the business with funds to recover.

(Below) The Milk Pail (Barron County) — The Milk Pail is an ice cream parlor and restaurant that originally opened in Rice Lake in 1947. They specialize in serving local food and ice cream. The pandemic caused a decrease in sales, and the EDA CARES loan assisted with working capital funds.



(Below) Ted's Pizza Palace (Dunn County) — Ted's Pizza Palace in Menomonie celebrated its 50th anniversary in 2020. Owners Jim and Kim Gounaikis simultaneously performed renovations to their building. A Façade Loan assisted with the pictured exterior renovations.



EDA REVOLVING LOAN FUND

The Economic Development Administration (EDA) Revolving Loan Fund (RLF) program is designed to address a gap in private capital markets and provides long-term, fixed rate, low down payment, gap financing. The program requires matching funds and cannot be the sole source of financing.

The EDA RLF program can be utilized in the City of Eau Claire. Since most of RBF's other programs cannot be utilized in the City of Eau Claire, the EDA RLF program is most often used in the City. In 2020, three (3) businesses were assisted with EDA RLF financing.

COUNTY	LOANS	AMOUNT	LEVERAGED
Eau Claire	3	\$280,000	\$520,000

(Below) Silvermine Stone Company — Silvermine Stone Siding is located in the City of Eau Claire and manufactures veneer siding for commercial and residential projects. RBF's EDA Revolving Loan Fund program provided the business with a loan to purchase new automation equipment and fork lifts so the company could expand.



TECHNOLOGY ENTERPRISE FUND

The Technology Enterprise Fund (TEF) is a "quasi-equity", or patient debt, revolving loan fund that provides creative financing to new and emerging technology companies. This fund is targeted to businesses engaged in the research and development of new and emerging technologies and manufacturing processes. Debt can be completely deferred for up to two years. No loans were originated in the TEF program in 2020.

\$10,000 MAIN STREET BOUNCEBACK GRANTS

BUILD A STRONG FOUNDATION FOR YOUR BUSINESS AND HELP REENERGIZE WISCONSIN'S DOWNTOWNS AND COMMERCIAL CORRIDORS.



The pandemic took a toll on Wisconsin's small businesses, and the main streets and commercial corridors that housed them. Now it's time to bounce back.

We know it takes a lot to start a new business or open a new space. The Wisconsin Economic Development Corporation and West Central Wisconsin Regional Planning Commission are here to support you, because we know that the economic well-being of our state depends on the strength of businesses like yours.

Through the Main Street Bounceback Grants Program, you can get \$10,000 to help you get set up in a commercial space. The more empty spaces we can fill with new restaurants, salons, stores and other businesses, the more people it will bring into our commercial areas and through your doors.

MAIN STREET BOUNCEBACK GRANTS PROGRAM AT-A-GLANCE

1 WHAT IS IT?

The program provides \$10,000 grants to businesses moving into vacant commercial spaces. We want to help you build a solid foundation for the long-term success of your small business—and strengthen Wisconsin's main streets and commercial corridors at the same time.

2 WHAT CAN I USE IT FOR?

Your business can use the grant funds for lease or mortgage payments, operating expenses, building repairs, tenant improvements and other qualified expenses. Funds cannot be used on storage spaces or for residential uses.

3

IS MY BUSINESS ELIGIBLE?

New or existing businesses that are planning to lease or purchase a vacant commercial space between January 1, 2021 and June 30, 2022, are eligible for Main Street Bounceback Grants. Your business will not qualify for grant funds if you are renewing an existing lease or will be vacating a commercial space to move to another.

Landlords and real estate investment firms that intend to hold the property for investment purposes are not eligible. Businesses that are part of a national or regional chain are also ineligible unless the business is an independently owned and operated franchise.



4

HOW DO I APPLY?

To get the application process going, visit wedc.org/mainstreet-bounceback or contact Tobi LeMahieu at West Central Wisconsin Regional Planning Commission at tlemahieu@wccwrpc.org or [715.836.2918](tel:715.836.2918).

In addition to filling out the application, you will need to provide proof of business (such as permits, incorporation documents or tax returns), a signed lease or contract for the specified commercial property, your IRS form W-9, and a letter of acknowledgement from a local economic development organization that can certify that you are a new tenant in a previously vacant building (we can help you secure this letter).

Your program contact:
TOBI LEMAHIEU
West Central Wisconsin Regional Planning Commission
tlemahieu@wccwrpc.org
[715.836.2918](tel:715.836.2918)
Administering Main Street Bounceback Grants for Polk, Barron, St. Croix, Dunn, Chippewa, Eau Claire and Clark counties.





Equity, Diversity and Inclusion Three Month Update

Presented to County and City Leaders

June - August 31, 2021

The inaugural Equity, Diversity and Inclusion Coordinator (EDI) position created by the City and County of Eau Claire officially started May 17th, 2021. Whilst this is the first role for both the City and County of Eau Claire, EDI has been around since the 1960's during the period of the equal employment opportunity era which focused on eliminating discrimination for protected classes to reduce legal risks through compliance. However, the creation of this new split role for the City and County of Eau Claire has been a phenomenal milestone for the quiet community nestled along the Chippewa river in the western region of Wisconsin.

This update will highlight the work that the new EDI Coordinator has been doing for the past three months to establish and solidify relationships with internal and external stakeholders, creation of a new Justice, Equity, Diversity and Inclusion (JEDI) Taskforce and collaborative programming between the City, County, community businesses and organizations. Over the past few months, the EDI Coordinator has made a concerted effort to meet one-on-one with all members of the City's and County's Executive Team, a sample size of the organization's employees and groups and individuals in the Eau Claire and surrounding communities.

From information gleaned from all the internal meetings with fellow coworkers, there were various emerging themes which shed light on the need to bolster various aspects of both the City and County's areas of operations. Whilst not an exhaustive list, some of these areas include:

- A need to enhance communication across the organization and intentionally including ALL departments;
- Increase representation in the workforce that reflects the diversity in the Eau Claire community;
- Retain current employees;
- Educate employees about the various aspects and dimensions of diversity, equity and inclusion;
- Creation of an organizational culture that embrace differences and create a positive environment for all;
- Intentionally including a myriad of voices, insights, and perspectives in the decision-making process of the organization;
- A thorough examination of current policies, processes and procedures of the organization with an equity lens;

- Being proactive and intentionally engaging and doing outreach to the community to strengthen our stewardship to them;
- Process improvement;
- Find opportunities for the City Council, County Board of Supervisors and staff to build trust;
- Creation of an employee resource/affinity group to support each other;
- Utilize the existing newsletters to share information about EDI;
- Hold leadership accountable for EDI support and commitment;
- A company wide education and awareness around EDI.

Employees at both the City and County of Eau Claire shared several areas where they saw a need to broaden the organizations knowledge and awareness around Equity, Diversity, Inclusion, leadership, community engagement, ethics and the sense of belonging. Here is a curated list:

<ul style="list-style-type: none"> ▪ Harm reduction training Cultural competence Culture and respect Accountability for actions System for addressing harm report Value new collaborations ▪ The value of job shadowing ▪ EDI and performance evaluation ▪ Microaggression 	<ul style="list-style-type: none"> ▪ Supervisory training – ethics and leadership ▪ Mental Health and EDI ▪ Pathways into the community to engage differences ▪ EDI 101 – basic terminologies ▪ Intercultural Development Inventory (IDI) training ▪ Trauma informed care – practices and tools ▪ Organizational culture that embraces inclusion ▪ HR and Onboarding ▪ Hiring Process ▪ Harassment and Discrimination ▪ Implicit Bias ▪ Stereotypes ▪ An HR refresher 	<ul style="list-style-type: none"> ▪ LGBTQ+ trainings ▪ Training for County Board of Supervisors and City Council Members ▪ People experiencing homelessness ▪ De-escalation of situations across racial lines ▪ Accessibility needs of members of our community ▪ Interacting with the public who have various forms of cognitive levels ▪ Leadership and trust ▪ Intercultural communication ▪ Community engagement and outreach
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Creation of a JEDI Webpage: Content Suggestions

List members and brief bio	Citizen report form if they witness something	EDI tools and resources
Proclamations	EDI training opportunities	ADA accessible
Links to social media	Community support or advocacy groups	Language accessibility

Grants and scholarships for EDI work	Job postings	ADA information, Voting information, resource materials, videos, photos of community service work etc.
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CommUNITY Engagement efforts by the EDI Office in the past few months...

Name of Organization	Event/Programming/Engagement
Dairyland Housing Commission	Facilitated a Presentation titled: CommUNITY Date: 8.18.2021 Format: Virtual
ACLU of the Greater Chippewa Valley	Presentation – Introduction and Q&A as EDI Coordinator for the City and County of EC Date: 8.8.2021 Format - Virtual
DECI	Panelist – Unhoused Population in EC Date: 8. 29.2021 Format – Pablo Center
City of Altoona	Focus Group – 5-year comprehensive plan (DEI) Date: 7.16.2021 Format - Virtual
Meeting with Governor Tony Evers. Power of Perception event	In-person at Ramones Ice-cream Parlor Date: 6.15.2021
Uniting Bridges	Juneteenth Date: June 19.2021

External Meetings with CommUNITY Organizations and EDI Office

Name of organization/Meeting date	About organization	Collaborative work opportunity
Power of Perception Contact: Dennis Beal Email: dennisb.powerofperception@gmail.com	Currently has three chapters: <ol style="list-style-type: none"> 1. Eau Claire School District 2. Chippewa Falls High School 3. Boys and Girls Club Org. is focused on offering mentorship to at risk BIPOC students	Education/Vaccines and other health department resources Sunday July 18th – Self-care event with vaccination clinic *Partnered with EC County Health Department Guest speaker opportunities
	Events	Promotion of Event <ol style="list-style-type: none"> 1. Internal staff

	<ol style="list-style-type: none"> 1. Summer Glory to tell a black story – June 15 and 22 Time: 6:30-8:00 p.m. June 24th in-person Time: 6:00-9:00 p.m. 2. Power of Perception Mentor and Mentees – Fellowship with the Governor – June 16th 2021 <p>*opportunity to network – Superintendent of the EC School District and a few key staff, Senator Jeff Smith</p>	<ol style="list-style-type: none"> 2. Website – when appropriate? 3. Word of mouth 4. Social media platform 5. Attend these events as time and schedule permits 6. Volunteer opportunities
	<p>Ongoing projects</p> <ol style="list-style-type: none"> 1. Students in the program receive monthly care packages 	
	<p>Other Key stakeholders involved in the program</p> <ol style="list-style-type: none"> 1. Royal Credit Union 2. 	
	<p>Long term goals of the organization:</p> <ol style="list-style-type: none"> 1. Bring students to Africa for 14 days 2. Bring students to Howard University 3. Bring students to Washington DC during spring break 	
	<p>Other/Next Step</p> <ol style="list-style-type: none"> 1. Present information to City and County Leadership 2. Set-up Strategic meeting with leadership of all three organizations 	

<p>Black and Brown Womyn Power Coalition Contact: Pa Thao Email: pa@bbwpcalition.org</p>	<p>The mission of this organization is to build the capacities of Black and Brown advocates and their communities to end violence against womyn, queer and trans folx, and young people.</p> <p>Long term goals: Hire a person who identifies as African to help with the domestic abuse hotline to help reach that population of people who uses their service</p>	<p>Suggestions for the City and County of Eau Claire</p> <ol style="list-style-type: none"> 1. Hire staff that’s representative of the community 2. Help to build more trust and community engagement 3. If for example a Hmong community liaison is hired. They need to feel supported. 4. The American Rescue Plan should be a community lead process with the BIPOC community getting resources to help them recovery from the pandemic. <p>Suggestions for resources for a JEDI webpage</p> <ol style="list-style-type: none"> 1. Language accessibility or a contact person to help someone translate programs and services 2. Make the website as easy as possible 3. Leverage bilingual community liaisons <p>Opportunities to collaborate Programs</p>
<p>JONAH Contact: Lynn Buske Email: cjonahorganizer@gmail.com</p> <p>Contact: Dr. Susan Wolfgram Email: wolfgram.susanm@gmail.com</p>	<p>Faith-based grass roots non-profit organization whose mission is to join neighbors to advance hope. They value deepening relationships within and among faith communities and partner organizations to empower people in addressing the root causes</p>	<p>Suggestions on working together:</p> <ol style="list-style-type: none"> 1. JONAH will be an ally in getting messages from the City and County to vulnerable or marginalized communities. An observation is that

	<p>of social injustice in the greater community.</p> <p>Areas they work in:</p> <ol style="list-style-type: none"> 1. Affordable housing 2. Child poverty 3. Immigration 4. Criminal justice 5. Environment 6. Transit 	<p>decision-makers are far removed from the community.</p> <ol style="list-style-type: none"> 2. Willing to help get surveys out to members of the community through their various contacts. 3. Can help set up focus groups with partial representation of various groups in our community 4. Be white allies <p>Best ways to reach members of marginalized groups (based on feedback from taskforce) – visit or leave correspondences in these areas:</p> <ol style="list-style-type: none"> 1. Buses 2. Parks 3. Grocery stores <p>Feedback on JEDI webpage *Would be exciting to see EDI webpage</p> <p>Events – Fundraiser in the fall – theme will be diversity related. Possibly opportunity to collaborate. *More details will be forthcoming.</p>
<p>UCC First Congregational Church DEI Taskforce Contact: Lyn Krochmalski Email: lkrochmalski@gmail.com Phone: 715-5179-6557</p>	<p>Working on an EDI work group. This group was seeking in-put and ideas</p>	<p>Willing to help promote our programs, jobs, services etc.</p>
<p>Uniting Bridges Contact: Dr. Selika Ducksworth-Lawton Email: DUCKSWSM@uwec.edu</p>	<p>Nonprofit group advocating on behalf of underrepresented groups in the Chippewa Valley.</p>	<p>This was our first informal meeting over dinner. A formal meeting will be scheduled.</p>

		<p>Juneteenth – The City of EC is a sponsor.</p> <p>Vision – to transfer the award section to the City under EDI</p>
<p>UW Eau Claire Contact: Jim Schmidt Title: Chancellor Email: chancellor@uwec.edu</p> <p>Contact: Olga Diaz Title: Vice Chancellor for Equity, Diversity and Inclusion and Student Affairs Email: DIAZOA@uwec.edu</p> <p>Contact: Professor Audrey Robinson Email: robinsoa@uwec.edu Contact: Professor Stacey Jackson Email: jacksosm@uwec.edu Contact: Marquell Johnson Email: johnmarq@uwec.edu Contact: LaRue Pierce Email: piercea@uwec.edu</p>		<ol style="list-style-type: none"> 1. Opportunities to have students volunteer with the City and County 2. Help with the Chippewa Valley Transformation project 3. Speakers 4. Employees participate in their EDI programs/events 5. Provide research opportunities with their professors 6. Promotion of our jobs and other events
<p>Chippewa Valley LGBTQ+ Contact: Breana Stanley Email: info@cvlgbt.org</p>		<ol style="list-style-type: none"> 1. Willing to provide LGBTQ+ expertise for programs, website, events, trainings etc.
<p>Chippewa Technical College Contact: Margo Keys Email: mkeys@cvtc.edu</p> <p>Contact: Mitchell Baroni Email: mbaroni@cvtc.edu</p>		<ol style="list-style-type: none"> 1. IDI training (logistics to be determined with leadership) 2. Student interns 3. Promotion of jobs, events etc.
<p>Eau Claire School District Contact: Danielle Gliageses Homelessness and Homebound Rep Email: dclaesges@ecasd.us</p> <p>Blia Schwahn Hmong Student Rep Email: bschwahn@ecasd.us</p>		<p>County – Social workers – distribution of resources to families in need</p> <p>Equity initiatives/partnerships</p>

<p>Erin Anderson Indigenous Student Rep (not yet confirmed) Email: eanderson@ecasd.us</p> <p>Contact Heather Equitable Multi-Level System of Supports Administrator Email: hgrant@ecasd.us</p> <p>Contact: Crystal Ruzicka E-MLSS Coordinator Email: cruzicka@ecasd.us</p>		<p>Promotions of events, jobs etc.</p>
<p>Chippewa Valley Free Clinic Contact: Dr. Kenneth Title: MD Email: adlerjk@gmail.com</p>		<p>Help get the word to members of our community who utilize their services about the City and County’s programs, services, jobs etc.</p> <p>Willing to collaborate on areas of EDI such as helping with the unhoused population in our community</p>
<p>City of Altoona Contact: Mike Golat Title: City Administrator Email: michaelg@ci.altoona.wi.us</p>		<p>Opportunity to leverage resources and collaborate on trainings</p>
<p>Chippewa Valley Justice Action Contact: Tom Wirth Email: tom.wirth59@gmail.com</p>	<p>Mission – to have marginalized members of our community feel included</p>	<p>Opportunities to collaborate on issues in the justice system and other areas of EDI</p>
<p>CoLab Contact: Adam Escola Title: Programming Administrator Email: adam@colabec.com</p>	<p>Co-working space for various companies downtown</p>	<p>Willing to partner on EDI initiatives</p>
<p>ACLU Contact: David Shih Title: President Email: dshih@yahoo.com</p>	<p>Monitor public organizations or institutions to ensure they are not infringing on the civil liberties of members of our community</p>	<p>Willing to be a liaison for community members, help with getting folks to our meetings etc.</p> <p>Offer educational opportunities with regards to advocacy and civil liberties</p>

		Partner with bringing speakers to their meetings or events
<p>The Pablo Center Contact: Jason Anderson Title: Executive Director Email: jason@pablocenter.org</p>		<p>Willing to help in any area where the city or county has a need.</p> <p>The City and County could help with dispelling some of the stereotypes about who can use the center such as the splash pad etc. and that this center is really for the community.</p>
<p>The Community Table TJ Atkins Title: Director Email: director@thecommunitytable.org</p>		<p>Outside of volunteering with the Community Table. There is an Upcoming meeting to discuss opportunities to leverage resources.</p>
<p>L.E. Phillips Memorial Public Library Contact: Isa Small Title: Programming & Communications Services Manager Email: isas@eauclaire.lib.wi.us</p> <p>Contact: Pamela Email: pamelaw@eauclaire.lib.wi.us</p>		<ol style="list-style-type: none"> 1. Expand books on a bus 2. One community book read 3. Linking the City and County EDI page to their website 4. Share City and County work with the library for promotion/simply keeping them in the loop on things
<p>Eau Claire Chamber of Commerce Contact: Dave Minor Title: CEO Email: minor@eauclairechamber.org</p> <p>Contact: Kaylynn Winegar Title: VP of workforce Development Email: stahlbusch@eauclairechamber.org</p> <p>Contact: Casey Schumacher Title: VP of Education and Young Professionals Email: schumacher@eauclairechamber.org</p>		<p>Need to help the business community understand the business imperative of EDI</p> <p>Can help with promotion of programs, jobs etc.</p>

<p>Hmong Mutual Association Contact: True Vue Title: Director Email: true.vue@ecahmaa.org</p>		<p>Can help with translation of programs, jobs etc. to the Hmong community</p> <p>Collaborate on how to reach populations in our communities who are experiencing various barriers to access our services</p>
<p>BMO Harris Contact: Laura Talley Title: President Email: laura.talley@bmo.com</p>		<ol style="list-style-type: none"> 1. Opportunities to leverage financial knowledge for members of marginalized identities who might be having difficulties to access loans etc. 2. Grants/donations from BMO Foundation for EDI 3. Support/promotion of EDI

EDI Coordinator Committee/Taskforce Membership

Name of Group	Name of Group
1. EC Chamber of Commerce EDI Taskforce	2. County ARPA Taskforce
3. EC School District Equity Steering Committee	4. Leadership Eau Claire cohort 2022
5. City of EC Participatory Budget Steering Committee	6. Chippewa Valley Transformation Project
7. Community Health Equity Work Group	8. JEDI Taskforce (internal change team for the City and County)
9. City of EC ARPA Committee	

Next Steps

The development of the City and County EDI Strategic plan using the Global Diversity and Inclusion Benchmark model (2021). The EDI office will work with the JEDI Taskforce to develop an EDI vision and strategy that aligns with the organizational goals for both the City and County of Eau Claire. To achieve organizational growth and success, EDI must be embedded in the core values, culture, processes and mission of our organization.

Any questions, comments, concerns may be directed to:

Dr. Jeneise Briggs

EDI Coordinator

City and County of Eau Claire

Email: jeneise.briggs@eauclairewi.gov

Phone: 715.839.4942

“So, I will lead with honesty and equity, understanding that your work makes our collective success possible.” Dan Price

TO: Honorable Eau Claire County Board of Supervisors
FROM: Finance Department
DATE: September 15, 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 September 15, 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: September 21, 2021
SUBJECT: August 2021 Payments over \$10,000

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

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

VENDOR NAME	AMOUNT	DESCRIPTION
LUTHERAN SOCIAL SERVICES INC	52,000.00	July CTC Contract
BARTINGALE MECHANICAL	3,688.04	HVAC SERVICE BILLING
BARTINGALE MECHANICAL	126.46	HVAC SERVICE BILLING
BARTINGALE MECHANICAL	238.96	HVAC PM MONTHLY BILLING
BARTINGALE MECHANICAL	1,052.63	CAMUS DISPLAY BOARD
BARTINGALE MECHANICAL	7,002.20	HVC PM MONTHLY
BARTINGALE MECHANICAL Total	<u>12,108.29</u>	
J & F FACILITY SERVICES INC	11,318.00	MONTHLY JANITOR SERVICE JAIL/3RD FLR/DHS
COUNTY OF EAU CLAIRE	10,000.00	HIDTA GRANT EXPENDITURE
XCEL ENERGY	51,217.27	COURTHOUSE/JAIL ELECTRIC
XCEL ENERGY	10,542.74	COURTHOUSE/JAIL GAS
XCEL ENERGY Total	<u>61,760.01</u>	
SCHOOL DISTRICT OF ALTOONA	3,867.29	August Settlement - Lincoln
SCHOOL DISTRICT OF ALTOONA	483,014.37	Washington
SCHOOL DISTRICT OF ALTOONA	1,294,869.85	Altoona
SCHOOL DISTRICT OF ALTOONA	53,485.05	Eau Claire
SCHOOL DISTRICT OF ALTOONA Total	<u>1,835,236.56</u>	
AUGUSTA SCHOOL DISTRICT	248,987.05	Augusta
AUGUSTA SCHOOL DISTRICT	593,264.67	August Settlement - Bridge Creek
AUGUSTA SCHOOL DISTRICT	10,945.41	Fairchild
AUGUSTA SCHOOL DISTRICT	58,667.88	Wilson
AUGUSTA SCHOOL DISTRICT	49,586.89	Otter Creek
AUGUSTA SCHOOL DISTRICT	153,146.26	Ludington
AUGUSTA SCHOOL DISTRICT	47,459.20	Lincoln
AUGUSTA SCHOOL DISTRICT Total	<u>1,162,057.36</u>	
CHIPPEWA FALLS AREA SCHOOL DISTRICT	15,247.86	August Settlement - Seymour
EAU CLAIRE CITY COUNTY HEALTH DEPARTMENT	96,180.00	Sewer Charges
EAU CLAIRE CITY COUNTY HEALTH DEPARTMENT	3,070.00	August Settlement - Sewer Charges
EAU CLAIRE CITY COUNTY HEALTH DEPARTMENT Total	<u>99,250.00</u>	
SCHOOL DISTRICT OF ELEVA STRUM	165,257.95	Pleasant Valley
SCHOOL DISTRICT OF ELEVA STRUM	48,044.32	August Settlement - Clear Creek
SCHOOL DISTRICT OF ELEVA STRUM Total	<u>213,302.27</u>	
ELK MOUND AREA SCHOOL DISTRICT	46,013.64	August Settlement - Union

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

VENDOR NAME	AMOUNT	DESCRIPTION
FALL CREEK SCHOOL DISTRICT	187,471.19	Ludington
FALL CREEK SCHOOL DISTRICT	246,434.43	Seymour
FALL CREEK SCHOOL DISTRICT	153,653.95	Washington
FALL CREEK SCHOOL DISTRICT	231,174.32	Fall Creek
FALL CREEK SCHOOL DISTRICT	17.89	Altoona
FALL CREEK SCHOOL DISTRICT	7,591.26	August Settlement - Clear Creek
FALL CREEK SCHOOL DISTRICT	273,614.17	Lincoln
FALL CREEK SCHOOL DISTRICT Total	<u>1,099,957.21</u>	
SCHOOL DISTRICT OF MONDOVI	13,101.98	Pleasant Valley
SCHOOL DISTRICT OF MONDOVI	55,172.06	August Settlement - Brunswick
SCHOOL DISTRICT OF MONDOVI	239,431.31	Drammen
SCHOOL DISTRICT OF MONDOVI Total	<u>307,705.35</u>	
OSSEO FAIRCHILD SCHOOL DISTRICT	99,691.80	Fairchild
OSSEO FAIRCHILD SCHOOL DISTRICT	83,312.42	Clear Creek
OSSEO FAIRCHILD SCHOOL DISTRICT	15,339.05	August Settlement - Bridge Creek
OSSEO FAIRCHILD SCHOOL DISTRICT	81,338.42	Otter Creek
OSSEO FAIRCHILD SCHOOL DISTRICT	54,703.15	Village of Fairchild
OSSEO FAIRCHILD SCHOOL DISTRICT Total	<u>334,384.84</u>	
STANLEY BOYD AREA SCHOOLS	38,352.44	August Settlement - Wilson
WISCONSIN LAND INFORMATION PROGRAM	12,635.00	July Land Info Recording Fees
TOWN OF BRIDGE CREEK TREASURER	107,013.21	August Settlement
TOWN OF BRIDGE CREEK TREASURER	27,876.76	Lake Eau Claire District
TOWN OF BRIDGE CREEK TREASURER	98.00	Unpaid MFL Charges
TOWN OF BRIDGE CREEK TREASURER Total	<u>134,987.97</u>	
TOWN OF BRUNSWICK TREASURER	97,540.27	August Settlement
TOWN OF BRUNSWICK TREASURER	689.19	Unpaid MFL Charges
TOWN OF BRUNSWICK TREASURER Total	<u>98,229.46</u>	
TOWN OF CLEAR CREEK TREASURER	24,485.87	August Settlement
TOWN OF DRAMMEN TREASURER	28,750.62	August Settlement
TOWN OF DRAMMEN TREASURER	207.23	Unpaid MFL Charges
TOWN OF DRAMMEN TREASURER Total	<u>28,957.85</u>	
TOWN OF FAIRCHILD TREASURER	42,081.86	August Settlement
TOWN OF FAIRCHILD TREASURER	565.49	Unpaid MFL Charges
TOWN OF FAIRCHILD TREASURER Total	<u>42,647.35</u>	
TOWN OF LINCOLN TREASURER	97,582.68	August Settlement
TOWN OF LINCOLN TREASURER	652.80	Unpaid MFL Charges
TOWN OF LINCOLN TREASURER Total	<u>98,235.48</u>	
TOWN OF OTTER CREEK TREASURER	46,756.61	August Settlement
TOWN OF OTTER CREEK TREASURER	63.00	Unpaid MFL Charges
TOWN OF OTTER CREEK TREASURER Total	<u>46,819.61</u>	
TOWN OF PLEASANT VALLEY	225,443.50	August Settlement

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VENDOR NAME	AMOUNT	DESCRIPTION
TOWN OF SEYMOUR TREASURER	107,010.16	August Settlement
TOWN OF SEYMOUR TREASURER	39,142.48	Lake Altoona District
TOWN OF SEYMOUR TREASURER	16.32	Unpaid MFL Charges
TOWN OF SEYMOUR TREASURER Total	146,168.96	
TOWN OF UNION TREASURER	87.86	Unpaid MFL Charges
TOWN OF UNION TREASURER	189,460.42	August Settlement
TOWN OF UNION TREASURER	87.00	Unpaid Delinquent Utility Charges
TOWN OF UNION TREASURER Total	189,635.28	
TOWN OF WASHINGTON TREASURER	347,425.93	August Settlement
TOWN OF WASHINGTON TREASURER	14,888.28	Lake Altoona District
TOWN OF WASHINGTON TREASURER	1,723.82	Unpaid Delinquent Utility Charges
TOWN OF WASHINGTON TREASURER	310.08	Unpaid MFL Charges
TOWN OF WASHINGTON TREASURER Total	364,348.11	
VILLAGE OF FAIRCHILD TREASURER	27,378.91	August Settlement
VILLAGE OF FAIRCHILD TREASURER	12,048.17	Unpaid Delq Utility & Special Charges
VILLAGE OF FAIRCHILD TREASURER Total	39,427.08	
VILLAGE OF FALL CREEK TREASURER	172,841.78	August Settlement
VILLAGE OF FALL CREEK TREASURER	2,911.45	Unpaid Delq Utility & Special Assessment
VILLAGE OF FALL CREEK TREASURER	2,357.74	Fall Creek Inland Lake District
VILLAGE OF FALL CREEK TREASURER Total	178,110.97	
COOPERATIVE EDUCATIONAL SERVICE AGENCY	11,827.00	Annual CINC Fiber Network Locates
WISCNET	11,400.00	Annual Internet Access Fees
ARAMARK SERVICES INC	209.04	Staff Meals 7/7-28/21
ARAMARK SERVICES INC	28,198.38	Inmate meals & snacks 7/7-28/21
ARAMARK SERVICES INC Total	28,407.42	
CORRECT CARE SOLUTIONS LLC	61,390.34	Monthly Medical 9/1-30/21
CORRECT CARE SOLUTIONS LLC	4,283.76	Monthly Mental Health Services 9/1-30/21
CORRECT CARE SOLUTIONS LLC Total	65,674.10	
DUNN COUNTY FINANCE	23,796.13	ME Services for July 2021
DEPARTMENT OF ADMINISTRATION	27,432.11	SFY 21 4th QTR VAWA Pros Salary & Fringe
ALTOONA PUBLIC LIBRARY	55,448.50	Inter-Municipal Payment
ALTOONA PUBLIC LIBRARY	62,117.00	Library Levy Payment
ALTOONA PUBLIC LIBRARY Total	117,565.50	
AUGUSTA MEMORIAL PUBLIC LIBRARY	1,081.00	Inter-Municipal Payment
AUGUSTA MEMORIAL PUBLIC LIBRARY	25,987.50	Library Levy Payment
AUGUSTA MEMORIAL PUBLIC LIBRARY Total	27,068.50	
CITY OF EAU CLAIRE TREASURER	15,711.02	Purchasing Mgr - Q2
CITY OF EAU CLAIRE TREASURER	125,443.17	August 2021 monthly payment
CITY OF EAU CLAIRE TREASURER Total	141,154.19	

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VENDOR NAME	AMOUNT	DESCRIPTION
EAU CLAIRE CITY COUNTY HEALTH DEPARTMENT	106,924.17	August 2021 monthly payment
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	
LE PHILLIPS MEMORIAL PUBLIC LIBRARY	376,643.50	Library Levy Payment
LE PHILLIPS MEMORIAL PUBLIC LIBRARY	73,908.00	Inter-Municipal Payment
LE PHILLIPS MEMORIAL PUBLIC LIBRARY Total	450,551.50	
THINKGARD LLC	15,520.00	ThinkGars Subscription/Setup on CyberGard
LUTHERAN SOCIAL SERVICES INC	52,000.00	June CTC Contract
CLIFTONLARSONALLEN LLP	16,222.50	Interim billing
DELTA DENTAL PLAN OF WISCONSIN INC	3,345.92	Delta Vision Aug 2021
DELTA DENTAL PLAN OF WISCONSIN INC	25.68	Delta Vision Aug 2021
DELTA DENTAL PLAN OF WISCONSIN INC	26,368.88	Delta Dental Aug 2021
DELTA DENTAL PLAN OF WISCONSIN INC	67.66	Delta Dental Aug 2021
DELTA DENTAL PLAN OF WISCONSIN INC Total	29,808.14	
PELION BENEFITS INC	11,866.80	PTO/ELB payouts
AVIDIA BANK	26,016.35	HSA EE Contributions - 08/13/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC	18,936.68	457(b) EE Contributions - 08/13/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC	3,310.00	457(b) EE Contributions - 08/13/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC Total	22,246.68	
SECURIAN FINANCIAL GROUP INC	13,834.39	EE Life Insurance Premiums
STANDARD INSURANCE COMPANY	2,923.26	Disability/Accident/Critical Illness Pre
STANDARD INSURANCE COMPANY	3,008.92	Disability/Accident/Critical Illness Pre
STANDARD INSURANCE COMPANY	19,501.81	Disability/Accident/Critical Illness Pre
STANDARD INSURANCE COMPANY Total	25,433.99	
AVIDIA BANK	25,778.85	HSA EE Contributions - 08/27/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC	3,360.00	457(b) EE Contributions - 08/27/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC	18,936.68	457(b) EE Contributions - 08/27/2021 PR
NATIONWIDE RETIREMENT SOLUTIONS INC Total	22,296.68	
DEPARTMENT OF EMPLOYEE TRUST FUNDS	527,950.99	July 2021 WRS Contributions
TOTAL FUND 100: GENERAL FUND \$	8,755,489.31	
FUND 205: HUMAN SERVICES		
CAILLIER CLINIC INC	18,905.71	CCS SERVICE ARRAY - CHILDREN
CAILLIER CLINIC INC	675.56	CCS SERVICE ARRAY
CAILLIER CLINIC INC	250.00	COUNSELING & THERAPEUTIC RESOURCES TSSF
CAILLIER CLINIC INC	1,895.00	THERAPY/PARENTING SERVICES CA
CAILLIER CLINIC INC Total	21,726.27	

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VENDOR NAME	AMOUNT	DESCRIPTION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	4,677.59	SERVICE COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	6,675.50	PROG COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	4,677.59	SERVICE COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	6,675.50	PROG COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	1,599.75	EARLY CHILDHOOD
COOPERATIVE EDUCATIONAL SERVICE AGENCY Total	24,305.93	
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	28,418.95	JUNE STRENGTHENING FAM TIMESHEETS
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	15,747.60	JUNE SPARK PROG TIMESHEETS
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	11,181.00	PHONE FLAT RATE - 1160
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	25.48	MOBILE SERVICE MILEAGE - 1172
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	1,194.03	MOBILE SERVICE USAGE - 1171
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	3,248.88	MOBILE FLAT RATE - 1170
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	141.64	TRAINING/SUPERVISION - 1140
NORTHWEST COUNSEL & GUIDANCE CLINIC INC Total	59,957.58	
BROTOLOC INC	7,145.50	CBRF CRS R&B CSP CA
BROTOLOC INC	8,360.75	ADULT FAMILY HOME MI CA
BROTOLOC INC	6,471.25	CBRF MI CSP COMM MH
BROTOLOC INC	6,471.25	CBRF MI CA
BROTOLOC INC Total	28,448.75	
AMERICAN FENCE COMPANY	12,175.00	WHITE SOLID PRIVACY FENCE
LUTHERAN SOCIAL SERVICES INC	2,215.26	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC	2,215.26	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC	428.76	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC	2,215.26	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC	1,107.63	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC	2,215.26	TREATMENT FOSTER CARE PD CLTS
LUTHERAN SOCIAL SERVICES INC	2,215.26	TREATMENT FOSTER CARE (VARIOUS)
LUTHERAN SOCIAL SERVICES INC Total	12,612.69	
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE DD CLTS
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE MI CLTS
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE DD CLTS
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE MI CLTS
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE MI CLTS
NEW VISIONS TREATMENT HOMES OF WI INC	2,232.00	TREATMENT FOSTER CARE (VARIOUS)
NEW VISIONS TREATMENT HOMES OF WI INC Total	13,392.00	
NORTHWEST PASSAGE LTD	390.00	RCC DSO YA
NORTHWEST PASSAGE LTD	16,146.00	RCC DSO YA
NORTHWEST PASSAGE LTD Total	16,536.00	
CHILED A INSTITUTE INC	18,684.63	RCC CF CA
CHILED A INSTITUTE INC	18,684.63	RCC CF CA
CHILED A INSTITUTE INC Total	37,369.26	
HABILITATION CENTER	14,725.00	RCC DSO YA

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VENDOR NAME	AMOUNT	DESCRIPTION
CAILLIER CLINIC INC	33,491.25	THERAPY/PARENTING SERVICES CA
CAILLIER CLINIC INC	2,095.00	THERAPEUTIC RESOURCES DSO CA
CAILLIER CLINIC INC	6,372.50	COUNSELING & THERAPEUTIC RESOURCES TSSF
CAILLIER CLINIC INC Total	41,958.75	
L E PHILLIPS TREATMENT CENTER	2,432.97	INPATIENT CCS CA
L E PHILLIPS TREATMENT CENTER	8,866.78	CCS RESIDENTIAL C&S
L E PHILLIPS TREATMENT CENTER Total	11,299.75	
LUTHERAN SOCIAL SERVICES INC	2,823.00	TSSF DRUG TESTING
LUTHERAN SOCIAL SERVICES INC	850.58	THERAPY/PARENTING SERVICES CA
LUTHERAN SOCIAL SERVICES INC	8,615.00	UA/BA C&F CA
LUTHERAN SOCIAL SERVICES INC	120.00	UA/BA C&F CRISIS TSSF
LUTHERAN SOCIAL SERVICES INC	21,616.90	SUPERVISED VISITS CA
LUTHERAN SOCIAL SERVICES INC	5,058.27	FAMILY PRESERVATION PARA CA
LUTHERAN SOCIAL SERVICES INC	5,100.00	FAMILY PRESERVATION PROF CF CA
LUTHERAN SOCIAL SERVICES INC	2,185.88	CCS SERVICE ARRAY
LUTHERAN SOCIAL SERVICES INC	6,414.74	CCS SERVICE ARRAY - CHILDREN
LUTHERAN SOCIAL SERVICES INC	3,225.95	THERAPEUTIC RESOURCES DSO CA
LUTHERAN SOCIAL SERVICES INC Total	56,010.32	
TRINITY EQUESTRIAN CENTER	10,133.42	CCS SERVICE ARRAY - CHILDREN
TRINITY EQUESTRIAN CENTER	4,685.33	THERAPY/PARENTING SERVICES CA
TRINITY EQUESTRIAN CENTER	7,306.88	CCS SERVICE ARRAY
TRINITY EQUESTRIAN CENTER Total	22,125.63	
VISTA CARE WISCONSIN INC	57,350.00	ADULT FAMILY HOME MI CA
LUTHERAN SOCIAL SERVICES INC	1,862.32	POS AVE/GAIN GROUND - JULY
LUTHERAN SOCIAL SERVICES INC	11,416.67	INTENSIVE IN-HOME - JULY
LUTHERAN SOCIAL SERVICES INC	40,230.00	MIDWAY ST - JULY
LUTHERAN SOCIAL SERVICES INC	4,680.24	SESSIONS ST - JULY
LUTHERAN SOCIAL SERVICES INC Total	58,189.23	
TIMOTHY ROBERTSON	10,800.00	JULY SERVICES
WESTERN DAIRYLAND ECONOMIC OPPORT. INC	10,363.43	JULY EXPENSES
LAKELAND BEHAVIORAL HEALTH SYSTEM	15,190.00	RCC DSO YA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	2,320.00	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	2,030.00	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	7,800.00	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	(8,700.00)	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	18,600.00	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH	26,700.00	RCC CF CA
PARAGON RESIDENTIAL TREATMENT FOR YOUTH Tot:	48,750.00	
BROTOLOC INC	3,346.50	CBRF MI CA
BROTOLOC INC	1,395.93	AFH CRS R&B CSP CA
BROTOLOC INC	12,883.60	CBRF MI CSP CRS
BROTOLOC INC	14,004.97	AFH MI CSP CRS
BROTOLOC INC	1,407.40	CBRF CRS R&B CSP CA
BROTOLOC INC Total	33,038.40	

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VENDOR NAME	AMOUNT	DESCRIPTION
LUTHERAN SOCIAL SERVICES INC	1,377.36	SKILLS TRAINING TSSF
LUTHERAN SOCIAL SERVICES INC	4,507.48	CCS SERVICE ARRAY - CHILDREN
LUTHERAN SOCIAL SERVICES INC	3,857.64	CCS SERVICE ARRAY
LUTHERAN SOCIAL SERVICES INC	1,287.23	SKILL BUILDING DSO CA
LUTHERAN SOCIAL SERVICES INC Total	11,029.71	
COOPERATIVE EDUCATIONAL SERVICE AGENCY	3,103.52	SERV COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	5,174.50	PROG COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	5,174.50	PROG COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY	1,106.00	EARLY CHILDHOOD TEACHER
COOPERATIVE EDUCATIONAL SERVICE AGENCY	3,103.51	SERV COORDINATION
COOPERATIVE EDUCATIONAL SERVICE AGENCY Total	17,662.03	
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	1,741.97	1171 - MOB SERV USAGE
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	22,549.37	JULY STENGTHENING FAMILIES
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	12,216.32	JULY SPARK PROGRAM
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	11,181.00	1160 - PHONE FLAT RATE
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	3,000.03	1170 - MOB FLAT RATE
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	34.30	1172 - MOB SERV MILEAGE
NORTHWEST COUNSEL & GUIDANCE CLINIC INC	233.70	1140- TRAIN/SUP
NORTHWEST COUNSEL & GUIDANCE CLINIC INC Total	50,956.69	
TOTAL FUND 205: HUMAN SERVICES	\$ 685,972.42	
FUND 206: HUMAN SERVICES		
COUNTY OF BARRON	94,017.00	IM CONSORTIA - APR
COUNTY OF BARRON	58,979.00	IM CONSORTIA - MAY
COUNTY OF BARRON Total	152,996.00	
COUNTY OF BURNETT	20,508.00	IM CONSORTIA - MAY
COUNTY OF DOUGLAS	64,338.00	IM CONSORTIA - APR
COUNTY OF DOUGLAS	58,870.00	IM CONSORTIA - MAY
COUNTY OF DOUGLAS Total	123,208.00	
COUNTY OF PIERCE	36,109.00	IM CONSORTIA - MAY
COUNTY OF POLK DEPT OF HUMAN SERVICES	55,756.00	IM CONSORTIA - MAY
COUNTY OF ST CROIX	61,068.00	IM CONSORTIA - MAY
TOTAL FUND 206: HUMAN SERVICES	\$ 449,645.00	
FUND 211: RECYCLING		
ADVANCED DISPOSAL	36,833.91	Curbside Service July21
BOXX SANITATION LLC	46,116.36	Curbside Service A Jul21
TOTAL FUND 211: RECYCLING	\$ 82,950.27	

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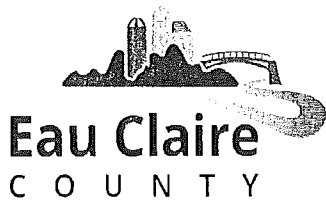
VENDOR NAME	AMOUNT	DESCRIPTION
FUND 215: ADRC		
SYSCO BARABOO	84.44	Paper & Disposables
SYSCO BARABOO	2,812.08	C2/ RAW FOOD
SYSCO BARABOO	3,241.77	C2/ RAW FOOD
SYSCO BARABOO	4,051.13	C2/ RAW FOOD
SYSCO BARABOO	106.93	Paper & Disposables
SYSCO BARABOO Total	<u>10,296.35</u>	
TOTAL FUND 215: ADRC	\$ 10,296.35	
FUND 405: CAPITAL PROJECTS		
HEARTLAND BUSINESS SYSTEMS	4,349.58	Switch/Power Supply Project:Jail Network
HEARTLAND BUSINESS SYSTEMS	893.90	INFO SYS/ INFRASTRUCTURE
HEARTLAND BUSINESS SYSTEMS	18,500.00	HBSFIEX Services Project: Jail Network
HEARTLAND BUSINESS SYSTEMS Total	<u>23,743.48</u>	
WISCONSIN MECHANICAL SOLUTIONS INC	17,950.00	HIGHWAY SHOP HVAC REPLACEMENT
HOVLAND SHEET METAL INC	13,566.00	HVAC AT EXPO CENTER
MIRON CONSTRUCTION CO INC	192,793.00	BRANCH 6 COURTROOM
CLEARWATER SEPTIC SYSTEMS INC	17,100.00	LAP Septic Installation
BARTINGALE MECHANICAL	12,398.00	IS SERVER ROOM AC REPLACE
VTI SECURITY	31,866.00	Jail Intercom System Spare Parts
TOTAL FUND 405: CAPITAL PROJECTS	\$ 309,416.48	
FUND 602: AIRPORT		
NEO ELECTRICAL SOLUTIONS LLC	18,074.28	AIRFIELD LIGHTNING DAMAGE ELEC REPAIRS
STATE OF WISCONSIN	30,146.74	SAP 66
XCEL ENERGY	8,129.59	AIRPORT ELEC JULY
XCEL ENERGY	366.09	AIRPORT GAS JULY
XCEL ENERGY	42.15	ATCT GAS JULY
XCEL ENERGY	1,521.98	ATCT ELEC JULY
XCEL ENERGY Total	<u>10,059.81</u>	
TOTAL FUND 602: AIRPORT	\$ 58,280.83	
FUND 701: HIGHWAY		
COUNTY MATERIALS CORP	(1,084.20)	CTHS ROAD CONST/Roadway Supplies
COUNTY MATERIALS CORP	7,552.00	CULVERT
COUNTY MATERIALS CORP	7,248.00	CULVERT
COUNTY MATERIALS CORP Total	<u>13,715.80</u>	
MONARCH PAVING COMPANY	110,106.58	Hot Mix
WK CONSTRUCTION CO INC	96,419.26	CTH Z/CTH I/CTH NN
CHIPPEWA VALLEY ENERGY	1,261.39	GASOLINE
CHIPPEWA VALLEY ENERGY	18,597.52	DIESEL
CHIPPEWA VALLEY ENERGY	6,607.78	GASOLINE
CHIPPEWA VALLEY ENERGY	15,360.00	DIESEL
CHIPPEWA VALLEY ENERGY Total	<u>41,826.69</u>	

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VENDOR NAME	AMOUNT	DESCRIPTION
FAHRNER ASPHALT SEALERS LLC	25,351.00	LINE PAINTING
MONARCH PAVING COMPANY	48,661.11	HOT MIX
MONARCH PAVING COMPANY	1,500.00	CTHS ROAD CONST/Roadway Supplies
MONARCH PAVING COMPANY	315.00	LOCAL GOVT/ROADWAY SUPPLIES
MONARCH PAVING COMPANY Total	50,476.11	
LARSON CONSTRUCTION COMPANY INC	17,027.00	I-94 BRIDGE REPAIR
STATE OF WISCONSIN	90,723.80	FALL CREEK- NCL
STATE OF WISCONSIN	56,638.73	FALL CREEK- NCL
STATE OF WISCONSIN	1,127.88	CTHS ROAD CONST/ ROADWAY SUPPLIES
STATE OF WISCONSIN Total	148,490.41	
JOHN & MICHELLE MOGENSEN	30,065.45	Right of way CTH TT Parcel 8
TOTAL FUND 701: HIGHWAY	\$ 533,478.30	
FUND 703: RISK MGMT/WORKERS COMP		
WISCONSIN MUNICIPAL MUTUAL INS COMPANY	21,044.90	WC Imprest
TOTAL FUND 703: RISK MGMT/WORKERS COMP	\$ 21,044.90	
FUND 704: HEALTH INSURANCE		
WEA INSURANCE CORPORATION	574,222.48	EE Health Insurance Premiums - Sept 21
DIFFERENCE CARD	20,799.90	August 2021 DC Fees
TOTAL FUND 704: HEALTH INSURANCE	\$ 595,022.38	
MULTIPLE FUNDS		
COUNTY OF DUNN	99.00	BR CC FRAUD
COUNTY OF DUNN	68,803.00	IM CONSORTIA - MAY
COUNTY OF DUNN Total	68,902.00	
INTRADYN	15,354.00	Replacement Email Retention Appliance
INTRADYN	17,747.94	Replacement Email Retention Appliance
INTRADYN Total	33,101.94	
CDW GOVERNMENT INC	166.96	Adobe Acrobat Standard DC for Teams
CDW GOVERNMENT INC	166.96	Adobe Acrobat Standard DC for Teams
CDW GOVERNMENT INC	181.64	Montior/Cable Dept:CJCC New Employee
CDW GOVERNMENT INC	1,024.85	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	333.92	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	294.68	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard DC for Teams
CDW GOVERNMENT INC	294.68	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	1,031.38	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	1,404.54	Adobe Acrobat Standard/Pro/CreativeCloud

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VENDOR NAME	AMOUNT	DESCRIPTION
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	589.36	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	294.68	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	1,198.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	294.68	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard DC for Teams
CDW GOVERNMENT INC	147.34	Adobe Acrobat Standard/Pro/CreativeCloud
CDW GOVERNMENT INC	8,406.00	HP ProDesks Project:PC Replacement
CDW GOVERNMENT INC	335.16	HP ProDesk Project:PC Replacements
CDW GOVERNMENT INC Total	<u>17,638.57</u>	
HEARTLAND BUSINESS SYSTEMS	27,174.00	Branch 1 Video Conferencing Equipment
HEARTLAND BUSINESS SYSTEMS	542.40	Phone Side Cars for Courts
HEARTLAND BUSINESS SYSTEMS Total	<u>27,716.40</u>	
BS CONSTRUCTION INC	1,000.00	BID BOND - SOUTHWORTH
BS CONSTRUCTION INC	13,710.40	DATCP/BOND GRANT
BS CONSTRUCTION INC Total	<u>14,710.40</u>	
US BANK VOYAGER FLEET SYSTEMS	(105.02)	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	64.70	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	471.02	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	11,007.67	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	478.06	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	248.92	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	211.41	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	681.41	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS	298.04	Jul-2021 fuel costs
US BANK VOYAGER FLEET SYSTEMS Total	<u>13,356.21</u>	
TOTAL PAYMENTS AFFECTING MULTIPLE FUNDS	<u><u>175,425.52</u></u>	
GRAND TOTAL	<u><u>11,677,021.76</u></u>	



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

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

RECEIVED

SEP 07 2021

COUNTY CLERK

September 7, 2021

Report to the Eau Claire County Board of Supervisors

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

Owner: Brian & Alison Spindler

Applicant: Owner

File Number: . 21-22/051

Legal Description: PRT NW-NE THE S 1/2 THEREOF SEE T-1626, of Section 11, Township 26 North, Range 7 West, Town of Lincoln, Eau Claire County, Wisconsin

Site Address: E16720 Lincoln Dr

Existing Zoning District: A-2 Agriculture-Residential & A-1 Exclusive Agricultural

Purposed Zoning District: A-2 Agriculture-Residential

Acres to be Rezoned: 4.5 +/- acres

Date Received: 9/3/2021

Regards,

Cheryl Cramer

Administrative Specialist, Planning and Development



Eau Claire County
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839-2756

RECEIVED

SEP 07 2021

COUNTY CLERK

September 7, 2021

Report to the Eau Claire County Board of Supervisors

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

Owner: Josh & Denni Backstrom

Applicant: Owner

File Number: 21-22/052

Legal Description: Government Lot 9, Section 3, Township 26 North, Range 10 West, Town of Union, Eau Claire County, Wisconsin.

Site Address: 3053 Silver Mine Drive, Eau Claire, Wisconsin 54703

Existing Zoning District: A-1 Exclusive Agricultural

Purposed Zoning District: RH - Rural Homes

Acres to be Rezoned: 22.36 +/-

Date Received: 9/3/2021

Regards,

Samuel Simmons

Administrative Specialist III, Planning and Development



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Room 3344
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Recycling
839-2756

August 24, 2021

Report to the Eau Claire County Board of Supervisors

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

Owner: Mark Briggs

Applicant: Owner

File Number: . 21-22/046

Legal Description: SE-SE, Sect. 29, T27N,R10W, EX W 1/2 OF THE W 1/2, Town of Union, Eau Claire County, Wisconsin.

Site Address: 7590 Crescent Ave, Eau Claire, Wisconsin 54703

Existing Zoning District: A-1 Exclusive Agricultural

Purposed Zoning District: A-2 Agriculture-Residential

Acres to be Rezoned: 5 Acres +/-

Date Received: 8/20/2021

Regards,

Cheryl Cramer

Administrative Specialist, Planning and Development



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
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839-2756

August 24, 2021

Report to the Eau Claire County Board of Supervisors

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

Owner: John Kelly

Applicant: Real Land Survey – Jeremy Skaw

File Number: . 21-22/048

Legal Description: LOT 2 CSM 3604 (VOL 20 P 221 #1198748)

Site Address: South of State Highway 12, East of Prill Road, and West of S Elco Road, Town of Washington, Eau Claire County, Wisconsin.

Existing Zoning District: A-2 Agriculture-Residential

Purposed Zoning District: C-2 General Business

Acres to be Rezoned: 6.98

Date Received: 8/24/2021

Regards,

Cheryl Cramer

Administrative Specialist, Planning and Development



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Room 3344
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Eau Claire, Wisconsin 54703-5212
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839-4743
Planning
839-5055
Recycling
839-2756

September 15, 2021

RECEIVED

SEP 15 2021

COUNTY CLERK

Report to the Eau Claire County Board of Supervisors

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

Owner: Deborah Bowe

Applicant: Owner

File Number: 21-22/056

Legal Description: A parcel of land being part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 26 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin.

Site Address: 5751 Vista Ct, Eau Claire, Wisconsin 54701

Existing Zoning District: A-2 Agriculture-Residential

Purposed Zoning District: RH - Rural Homes

Acres to be Rezoned: 7.8 +/-

Date Received: 9/13/2021

Regards,

Samuel Simmons

Administrative Specialist III, Planning and Development

FACT SHEET

TO FILE NO. 21-22/050

Background

A full-time airport maintenance position was divided into two part-time positions more than 10 years ago to create additional flexibility for completing airport maintenance and operations duties and Aircraft Rescue and Firefighting (ARFF) coverage for airline flights. In the last several years, the number of applicants for the part time positions have dwindled to the point where the last recruitment yielded only two applicants. One applicant was only interested in full time and the other applicant had already accepted another position. A part time recruitment last Fall yielded only one qualified candidate after multiple advertising extensions for the position. Most applicants reveal through a verbal conversation or during the interview process that they are looking for a full-time position with benefits and they withdraw their applicant when informed that it is unknown when or if the position would ever result in a full-time employment opportunity.

Another challenge to part time employment is the reduction in wage since the original creation of the part time positions. The Maintenance Tech starting wage was lowered with the classification compensation study and additional hourly compensation in lieu of benefits have been eliminated in the last couple of years so the wage for the position is no longer as attractive as it was originally.

A permanent change in federal requirements for airport operations and the addition of new facilities at the airport has required additional staff to maintain the Airport in the last couple of years. The Airport dealt with the need for additional staff through the creation of an on-call program that has worked with varying degrees of success. This addition of 0.5 FTE will in the long run reduce our dependency on the less reliable on-call program for a more reliable permanent position.

Request

The Airport is requesting the following position modifications:

1. Abolish 0.5 FTE Maintenance Tech – Grade H, Step 3 plus \$.50/hour for ARFF duties
2. Create a 1.0 FTE Maintenance Tech – Grade H, Step 3, plus \$.50/hour for ARFF duties

Fiscal Impact

The Airport is not requesting any additional dollars beyond the current airport operating agreement funding so there is no new levy impact to Eau Claire County. Airport operating expenses, including personnel, are generally covered by airport operating revenue generated through lease agreements and user fees.

2021:

The part time position was budgeted at a total cost of \$28,482 in 2021 or an estimated \$7,120 for the period of October 1 – December 31, 2021. The new position would cost \$21,607 for October 1 – December 31, 2021. This is an increase for 2021 of \$14,487 and includes health insurance and WRS contributions.

2022:

The part time position would have been budgeted at \$29,462 for 2022. An increase in this position to 1.0 FTE would result in a budget of \$78,994, which is an increase of \$49,532. This increase includes health insurance and WRS contributions.

Respectfully Submitted,

Charity Zich
Airport Director

1 Enrolled No.

RESOLUTION

File No. 21-22/050

2
3 AUTHORIZING TO ABOLISH ONE PART-TIME (0.5 FTE) MAINTENANCE
4 TECHNICIAN AND TO CREATE ONE FULL-TIME (1.0 FTE) MAINTENANCE
5 TECHNICIAN

6
7 WHEREAS, the Eau Claire County Code of General Ordinances requires that all regular
8 positions or changes therein be submitted to the Board for authorization; and

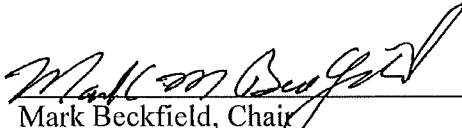
9
10 WHEREAS, a review of the position resulted in a recommended full-time equivalency
11 (FTE) increase from part-time to full-time due to additional job duties and a more efficient
12 staffing approach; and

13
14 WHEREAS, at its regularly scheduled meetings, the Committee on Finance and
15 Budget and the Committee on Human Resources respectively approved the request from the
16 Chippewa Valley Airport to increase one 0.5 FTE Maintenance Technician to a 1.0 FTE
17 Maintenance Technician; and

18
19 WHEREAS, the increased FTE of this position has the potential annual cost increase of
20 \$49,532 in 2022 and an immediate annual cost increase of \$14,487.

21
22 NOW, THEREFORE BE IT RESOLVED that the Eau Claire County Board of
23 Supervisors hereby approves to abolish one (0.5 FTE) Maintenance Technician to create one (1.0
24 FTE) Maintenance Technician.

25
26
27
28
29
30 I hereby certify that the foregoing
31 correctly represents the action of the
32 Human Resources Committee on
33 September 10, 2021, by a vote
34 of 5 for, and 0 against.

35
36
37 
38 _____
39 Mark Beckfield, Chair
40 Human Resources Committee

I hereby certify that the foregoing
correctly represents the action of the
Airport Commission on September
September ____, 2021 by a vote
of ____ for, and ____ against.

41
42
43
44
45
46
47 _____
48 Bill Hilgedick, Chair
49 Airport Commission

46
47 Reviewed by Finance Dept.
48 for Fiscal Impact
49
50

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

FACT SHEET

TO FILE NO. 21-22/045

This resolution approves the tentative plan for the decennial redistricting of the 29 supervisory districts for the county board. The map was prepared from the 2020 census information and divides the county into 29 districts of approximately the same size. A public hearing was held by the Committee on Administration on September 14, 2021. According to statute, the tentative plan (map) upon approval, will now go to the municipalities for their consideration. It will come back to the board for final approval at the special meeting scheduled for November 9, 2021.

Fiscal Impact: \$0.00

Respectfully Submitted,

Timothy J. Sullivan
Corporation Counsel

2
3 APPROVING A TENTATIVE SUPERVISORY DISTRICT PLAN AND DIRECTING THE
4 DEPARTMENT OF PLANNING AND DEVELOPMENT TO FORWARD THE TENTATIVE
5 PLAN TO EACH MUNICIPAL GOVERNING BODY
6

7 WHEREAS, the county board of supervisors will conduct a public hearing on September
8 21, 2021, to consider a tentative supervisory district plan dividing Eau Claire County into 29
9 supervisory districts of approximately equal population; and
10

11 WHEREAS, individuals from the community will be offered the opportunity to testify at
12 the hearing; and
13

14 WHEREAS, the committee, after reviewing the plan, concluded the attached plan should
15 be recommended to the county board for adoption.
16

17 NOW, THEREFORE BE IT RESOLVED that the Eau Claire County Board of
18 Supervisors hereby approves the attached "Tentative Supervisory District Plan" consisting of 29
19 supervisory districts.
20

21 BE IT FURTHER RESOLVED the department of planning and development is hereby
22 directed to forward the tentative plan to each municipal governing body in Eau Claire County.
23
24
25
26
27
28

29 I hereby certify that the foregoing
30 correctly represents the action of the
31 Committee on Administration on
32 September 14, 2021, by a vote of 4 for,
33 and 0 against.
34

35
36 _____
37 Nick Smiar, Chair
38 Committee on Administration
39
40

Reviewed by Finance Dept.
for Fiscal Impact

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

FACT SHEET

TO FILE NO. 21-22/042

Pursuant to Wisconsin Statutes Section 8.10 (3) (e) the required number of signatures on nomination papers for county board supervisors in counties between 100,000 and 750,000 shall be not less than 100 nor more than 200 electors, except as provided in 8.10(3m); and,

Wisconsin Statutes Section 8.10 (3m) states:

The county Board of any county having a population of at least 100,000 but not more than 750,000 may provide by ordinance that the number of required signatures on nomination papers for the office of county supervisor in the county is not less than 50 nor more than 200 electors. A county that enacts such an ordinance may repeal the ordinance at a later date. Any ordinance changing the number of signatures under this subsection takes effect on November 15 following enactment of the ordinance.

Fiscal Impact: \$0.00

Respectfully Submitted,



Timothy J. Sullivan
Corporation Counsel

TJS/yk

TO AMEND SECTION 1.04.010 OF THE CODE: TERMS OF OFFICE FOR AND ELECTION OF COUNTY SUPERVISORS

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

SECTION 1. That Section 1.04.010 of the Eau Claire County Code is amended to read to read:

1.04.010 Terms of office for and election of county supervisors.

A. Preceding expiration of their respective terms, effective for the 1986 spring election, county supervisors in odd and even-numbered districts shall be elected for two-year terms and shall take office on the third Tuesday of April following their election.

B. Pursuant to Wis. Stats. §8.10(3m) the required number of signatures on nomination paper for supervisors shall be not less than 50 nor more than 200 electors of the supervisor's district.

BC. No person is eligible to become a candidate for the office of county supervisor who does not meet the residency requirements of Wis. Stat. §§ 59.20(1) and 59.10(3)(d).

ED. An incumbent county supervisor is eligible to be a candidate for a supervisory district seat if otherwise qualified under BC. If the person is elected and qualified and assumes office prior to the expiration of the term for which he or she was previously elected, the latter seat shall thereupon be deemed vacant.

I hereby certify that the foregoing correctly represents the action taken by the undersigned Committee on August 10, 2021 by a vote of 5 for, and 0 against.



Nick Smiar, Chair
Committee on Administration

TJS/yk

Reviewed by Finance Dept.
for Fiscal Impact

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

FACT SHEET

TO FILE NO. 21-22/054

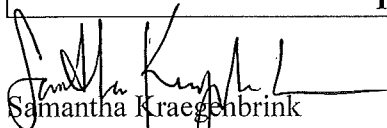
Fiscal Impact: \$2.75 million in ARPA Funds

The American Rescue Plan Act (ARPA) authorizes the use of federal funds for certain categories including infrastructure improvement including the expansion of broadband services to underserved areas of the country.

This resolution would allow the reservation of \$250,000 for improvements in government, primarily in infrastructure (safety glass for in need departments, park kiosks, and an estimated \$3,000 for lake planning). This resolution would also approve the allocation of \$250,000 for the funding of emergency isolation and quarantine that is no longer covered by state funding due to the state of emergency not being renewed. An additional \$250,000 is requested to be utilized for a contract for administration of the broadband committee funds (estimated at \$30,000), third party administration of the unused ARPA funds (estimated at \$70,000) and hiring of a Project Manager to manage funding sources, collaborations, contracts, grant writing, reporting, and outcome and performance management (\$150,000). This person would work closely with the established ARPA Committee which includes County leadership.

Finally, this resolution allows the allocation of \$2,000,000 for re-granting of funds for qualified projects and activities of not-for-profits and businesses.

Purpose	Funding Requested
Government Infrastructure	\$250,000
Emergency isolation and quarantine (Public Health)	\$250,000
Broadband – Administration	\$30,000
Third party administration for ARPA funds	\$70,000
Project Manager	\$150,000
Re-granting for not-for-profit and businesses	\$2,000,000
Total	\$2,750,000


Samantha Kraegenbrink
Administration

2
3 DESIGNATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO BE USED FOR THE
4 PURPOSE OF COUNTY FACILITIES COVID RELATED IMPROVEMENTS AND PUBLIC
5 HEALTH QUARANTINE AND ISOLATION
6

7 WHEREAS, Eau Claire County is scheduled to receive a total of approximately
8 \$20,295,000 from the federal government under the American Rescue Plan Act of 2021
9 (“ARPA”). Payment is made in two installments with the first installment having already been
10 made to Eau Claire County; and
11

12 WHEREAS, among other things, one of the permitted uses of ARPA funds is investment
13 into county infrastructure, and planning activities for qualifying projects; and
14

15 WHEREAS, with the COVID-19 pandemic we have identified infrastructure
16 improvements that offer continuity of service, or improve safe service practices, and potential cost
17 share studies; and
18

19 WHEREAS, it is deemed appropriate to reserve Two Hundred Fifty Thousand dollars
20 (\$250,000) for improvements in governmental in primarily physical infrastructure; and,
21

22 WHEREAS, the State of Wisconsin has not renewed its’ state of emergency and therefore
23 funding for emergency isolation and quarantine is no longer covered by state funding; and
24

25 WHEREAS, it is necessary to allocate Two Hundred Fifty Thousand dollars (\$250,000)
26 to continue public health response including isolation and quarantine operations; and
27

28 WHEREAS, the county will need to use a portion of ARP funding for program
29 administration costs; and
30

31 WHEREAS, it is estimated that a minimum of Two Hundred Fifty Thousand dollars
32 (\$250,000) will be required to cover contracted services; and
33

34 WHEREAS, the County taskforce overseeing the re-granting process has begun to develop
35 guidelines for application and will require initial funding parameters; and,
36

37 WHEREAS, it is deemed appropriate to allocate an initial Two Million dollars
38 (\$2,000,000) to fund activities of COVID recovery with not-for-profit, and business partners.
39

40 THEREFORE BE IT RESOLVED, the Eau Claire County Board of Supervisors designates
41 Two Hundred Fifty Thousand dollars (\$250,000) of the funding received through the American
42 Rescue Plan Act of 2021 to be used as funding primarily for qualified expenditures on county
43 real property infrastructure, and planning administered by the County Administrator and Finance
44 Director; and,
45

46 BE IT FURTHER RESOLVED, that the Eau Claire County Board of Supervisors
47 designates Two Hundred Fifty Thousand dollars (\$250,000) of the funding received through the
48 American Rescue Plan Act of 2021 to be used as funding for the costs associated with direct

1 COVID public health response including isolation and quarantine processes administered by the
2 City / County Health Department; and,

3
4 BE IT FURTHER RESOLVED, that the Eau Claire County Board of Supervisors
5 designates Two Hundred Fifty Thousand dollars (\$250,000) of the funding received through the
6 American Rescue Plan Act of 2021 to be used as funding for program administration costs; and,

7
8 BE IT FURTHER RESOLVED, that the Eau Claire County Board of Supervisors
9 designates Two Million dollars (\$2,000,000) of the funding received through the American
10 Rescue Plan Act of 2021 to be used as funding for re-granting of funds for qualified projects and
11 activities of not-for-profits, and businesses.

12
13
14
15 I hereby certify that the foregoing
16 Correctly represents the action of the
17 Committee on Administration on
18 September 14, 2021, by a vote of 4 for,
19 and 0 against.

20
21
22 _____
23 Nick Smiar, Chair
24 Committee on Administration

25
26 TS/yk

Reviewed by Finance Dept.
for Fiscal Impact

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

FACT SHEET

TO FILE NO. 21-22/040

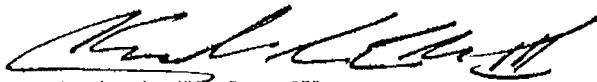
The Highway Department has purchased property off HWY 53 for an expanded Highway Department Building. The new Highway Department building is scheduled to begin construction in November of 2021 with an expected completion of December of 2022. Upon the completion of the new building the HWY department will no longer utilize the current facility located in Altoona, WI.

The City of Altoona has offered to purchase Parcel No. 201101010000 and 20110100800, including the Highway Department building located at 2000 Spooner Avenue, Altoona WI, 54720. The latest appraisal for the property lists the value at \$1,225,000.00. The offer is to purchase the property, buildings, and mutually agreed upon equipment for the sum of \$1,225,000.00. The offer is contingent on the approval of the Eau Claire County Board of Supervisors, the Common Council of the City of Altoona, and the Altoona Plan Commission.

The offer is also contingent on a condition report, seller's disclosure report, environmental inspections, and testing. The closing date in the offer is scheduled to occur on or before December 31st, 2022.

Fiscal Impact: \$1,225,000.00

Respectfully Submitted,



Charles R. Ellefsen, III
Assistant Corporation Counsel

WB-15 COMMERCIAL OFFER TO PURCHASE

1 ATTORNEY DRAFTING THIS OFFER ON June 24, 2021 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, the City of Altoona, a Wisconsin Municipal Corporation,
4 offers to purchase the Property known as Parcel No. 201101010000 & 201101008000 / 2000 Spooner Avenue

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the City Altoona of Altoona County
8 of Eau Claire Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is one million two hundred and twenty five thousand and 00/100.
10 _____ Dollars (\$ 1,225,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: all buildings, sheds, and
13 other improvements on the Property as of the date stated on line 1 of this Offer.

14 _____
15 _____
16 All personal property included in purchase price will be transferred by bill of sale or NA

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: None other.

21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before July 23, 2021. ~~Seller may keep the Property~~
38 ~~on the market and accept secondary offers after binding acceptance of this Offer.~~

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on _____ or before December 31, 2022

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ NA accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 10 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (~~listing Firm~~) (~~drafting Firm~~) (other identified as
58 Legends Title Services, LLC) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: NA

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____

97 _____

98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

- 104 "Conditions Affecting the Property or Transaction" are defined to include:
- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
 - 106 bulges), basement or other walls.
 - 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
 - 108 fire safety, security or lighting.
 - 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
 - 110 the Property or any Defect related to a joint well serving the Property.
 - 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
 - 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
 - 113 septic system serving the Property not closed or abandoned according to applicable regulations.
 - 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
 - 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
 - 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
 - 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: City use of existing facilities.

182 _____
183 _____ [insert proposed use and type and
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.

201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
204 providing" if neither is stricken) a _____ survey

205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)

207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible

209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
217 to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence

221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within 30 days ("30" if left blank) after acceptance: ~~CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE~~

227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.
228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 Rent roll.

233 Other A completed real estate condition report and seller's disclosure report. Buyer may cancel this Offer to Purchase,
234 within its sole and absolute discretion, based on the contents of the real estate condition report and disclosure report

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (~~Seller's~~) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 45 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
311 an inspection of _____

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within 20 days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

345 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached

351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

353 lender's appraiser access to the Property.

354 **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise

355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**

358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.**

366 **■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 **■ SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344,
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 **■ FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or

396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 **■ RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____
433 _____

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

437 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 Current assessment times current mill rate (current means as of the date of closing).

441 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443 Seller and Buyer are government entities and not subject to taxes

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 none other

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503

504 _____ . Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 This Offer to Purchase is contingent upon approval by the Eau Claire County Board of Supervisors and the Common Council of the City
622 of Altoona, Wisconsin.

624 Buyer and Seller shall each be responsible for their own attorney fees and closing costs.

626 This Offer to Purchase is contingent upon Buyer reviewing all environmental testing/inspections completed on the Property.
627 Buyer may cancel, in its sole and absolute discretion, this Offer to Purchase based on the content of the environmental reports.

630 This Offer to Purchase is contingent upon Buyer and Seller mutually agreeing to which equipment and other items appurtenant
631 to the Property will be part of the purchase price.

633 This Offer to Purchase is contingent upon review by the Altoona Plan Commission.

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: Kathryn Schauf

661 Name of Buyer's recipient for delivery, if any: Michael Golat

662 (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: () Buyer: ()

664 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 (X) (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: 721 Oxford Avenue, Eau Claire, WI 54701

670 Address for Buyer: 1303 Lynn Avenue, Altoona, WI 54720

671 (X) (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller:

673 Email Address for Buyer: michaelg@ci.altoona.wi.us

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 **ADDENDA**: The attached is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Weld Riley, S.C. by Attorneys John Robert Behling & Samuel Bach-Hanson.

678 Buyer Entity Name (if any):

679 (x) *Brendan Pratt* Brendan Pratt, Mayor, City of Altoona, Wisconsin

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲ 7/20/21

681 (x) *Cindy Bauer* Cindy Bauer, Clerk, City of Altoona, Wisconsin

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲ 7/20/2021

683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any):

689 (x)

690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x)

692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm]

694 on at a.m./p.m.

695 This Offer is rejected This Offer is countered [See attached counter]

696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

1 Enrolled No.

2 RESOLUTION

3 File No. 21-22/040

4 AUTHORIZING THE SALE OF 2000 SPOONER AVENUE, ALTOONA, WI OWNED BY
5 EAU CLAIRE COUNTY TO THE CITY OF ALTOONA

6 WHEREAS, Eau Claire County holds and interest in 2000 Spooner Avenue, Altoona, WI
7 54720, Parcel Nos. 201101010000 & 201101008000; and

8
9 WHEREAS, on July 21, 2021, the City of Altoona, a Wisconsin Municipal Corporation
10 submitted an Offer to Purchase for 2000 Spooner Avenue, Altoona, WI for one million two
11 hundred twenty-five thousand and 00/100 (\$1,225,000); and

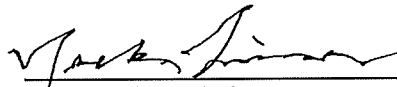
12
13 WHEREAS, included in the purchase price are all the buildings, sheds, other improvements
14 on the property and agreed upon equipment; and

15
16 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board of Supervisors
17 authorizes the sale of 2000 Spooner Avenue, Altoona, WI as described above to the City of Altoona
18 for the price of one million two hundred twenty-five thousand and 00/100 (\$1,225,000); and,


19
20 NOW THEREFORE BE IT FURTHER RESOLVED that the County Clerk is hereby
21 authorized to execute any documents necessary to complete the sale of the land; and,

22
23 NOW THEREFORE BE IT FURTHER RESOLVED, the County Administrator is
24 authorized to execute an offer to purchase/sales agreement to finalize the agreement in this matter.

25
26 I hereby certify that the foregoing
27 correctly represents the action taken
28 By the undersigned Committee on
29 August 10, 2021 by a vote of 5 for,
30 and 0 against.

31
32 
33 _____
34 Nick Smiar, Chair
35 Committee on Administration

36
37 I hereby certify that the foregoing
38 correctly represents the action taken
39 ^{SME} By the undersigned Committee on
40 ^{Sept} ~~August 02~~, 2021 by a vote of 3
41 for, and 0 against.

42
43 
44 _____
45 Ray Henning, Chair
46 Steve Chilson, Vice-Chair
47 Highway Committee

48
49 **APPROVED BY**
50 **CORPORATION COUNSEL**
51 **AS TO FORM**

Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET
File No. 21-22/041

RE: Rezone 35 acres +/- of land from A-2 (Agricultural Residential) to RH (Rural Homes) District to enable development as a single-family detached residential subdivision. (Note that, if approved, a separate preliminary and final plat review process will be required)

Legal Description and Location: SE¼ NW¼ of Section 14, T26N, R9W, Town of Washington, Eau Claire County

Size of area to be rezoned: 35 acres +/-

ADJACENT ZONING & LAND USES:

LOCATION	ZONING	LAND USE(S)
Subject	A-2	Agricultural Fields; Woodlands
North	R1-L	Single-family residential lots (Trilogy subdivision)
East	A-2; A-1	Single-family residence; Ag. fields
South	A-2; RH	Single-family residences
West	R1-L	Single-family residential lots (Trilogy subdivision)

LAND USE PLANS: The County and Town of Washington Comprehensive Plan Future Land Use Maps both include this property in the Rural Residential (RR) planning area, consistent with this rezone request.

Eau Claire County Commercial Industrial Comprehensive Plan Intent and Description: *The primary intent of this classification is to identify areas suitable for future non-farm residential development. Rural Residential areas include lands that are delineated as existing residential properties or vacant platted areas. In addition, some undeveloped land has been designated for RR development where subdivision expansion is likely to occur. These additional areas tend to be adjacent to existing rural subdivisions or where local roads and utilities exist to efficiently and economically serve the area.*

Staff Conclusions and Recommendation: Staff finds that the proposed rezoning request substantially conforms with the Eau Claire County Comprehensive Plan. The Comprehensive Plan recognizes that the proposed RH zoning district is consistent within the mapped future land use designation.

Town Board Action: The Town of Washington Board held a public hearing regarding the proposed rezoning on August 19, 2021 and voted unanimously (5-0 vote) to recommend approval to the Committee on Planning & Development. Several nearby property owners spoke in opposition to the proposed rezoning.

Committee Action: The Eau Claire County Committee on Planning and Development conducted the required public hearing on Tuesday, September 14, 2021, regarding the proposed rezoning. On a vote of 5 in favor and 0 against, the Committee recommends approval of the rezoning to the County Board, based on the following findings:

Findings For:

1. The Town of Washington and Eau Claire County Comprehensive Plans both designate the property Rural Residential, which is consistent with this request.
2. The request is substantially consistent with the goals, objectives, and policies of the Eau Claire County Comprehensive Plan, as required by Section 19.01.020.B of the Eau Claire County Code; and Wisconsin Statutes §66.1001(1)(am) and §66.1001(3)(j), including the intent, description, and policies of the Rural Residential Future Land Use classification in the Eau Claire County Comprehensive Plan and Map 9 (Future Land Use) of the Eau Claire County Comprehensive Plan.
3. The subject property is bounded on two sides by a platted single-family residential subdivision of similar zoning, character, and density.

4. The property is appropriately situated for the intended residential subdivision use permitted in the RH Zoning District, with a connection to Hope Lane in the Trilogy subdivision and Talmadge Road on the east.
5. The 66-foot right-of-way connecting to Hope Lane was provided in the Trilogy plat in anticipation of future development of the subject property.

The committee considered the applicant's and the public's testimony as well as the Town Board's and staff's recommendations in their deliberations. One resident spoke against the proposal; however, no correspondence was received in opposition to the proposal.

Fiscal Impact: None

Respectfully submitted on behalf of the Committee on Planning and Development,



Matt Michels, AICP
Senior Planner

2
3 -AMENDING THE 1982 OFFICAL ZONING DISTRICT BOUNDARY MAP FOR THE
4 TOWN OF WASHINGTON-

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

7
8 SECTION 1. That the 1982 Official Zoning District Boundary Map for the Town of
9 Washington, described as follows:

10
11 A parcel of land being all of the Southeast ¼ of the Northwest ¼, Section 14, Township
12 26 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin.

13
14 Except the South 165.00 feet thereof.

15
16 Said described parcel of land containing 35 acres +/-, of land and is subject to the
17 easements and restrictions of record to be reclassified from the A-2 Agriculture-
18 Residential District to the RH – Rural Homes District.

19
20 SECTION 2. Where a certified survey map is required and may alter the above-
21 described property description, the official zoning district map for the town shall be
22 automatically amended to reflect the property description of the certified survey map.
23

24
25 ENACTED:

26
27 I Hereby certify that the foregoing correctly
28 represents the action taken by the undersign
29 Committee on September 14, 2021, by a
30 vote of

31
32 for, against.

33
34
35
36 _____
Committee on Planning & Development, Chairperson

37 SS

38
39 Dated this 14th day of September 2021.
40
41
42
43
44
45
46

Reviewed by Finance Dept.
for Fiscal Impact

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

REZONE NUMBER: RZN-0012-21 **COMPUTER NUMBER:** 024117402000

PUBLIC HEARING DATE: September 14, 2021

STAFF CONTACT: Matt Michels, AICP, Senior Planner

OWNER: Patricia M. Cliff Family Trust/Cliff Family Trust, 6681 Talmadge Rd., Eau Claire, WI 54701

AGENT: Peter J. Gartmann, Real Land Surveying, 1360 International Dr., Ste. 2, Eau Claire, WI 54701

REQUEST: Rezone 35 acres +/- of land from A-2 (Agricultural Residential) to RH (Rural Homes) District to enable development as a single-family detached residential subdivision. (Note that, if approved, a preliminary and final plat will be required).

LOCATION: West side of Talmadge Rd. approximately one-quarter mile south of Deerfield Rd.

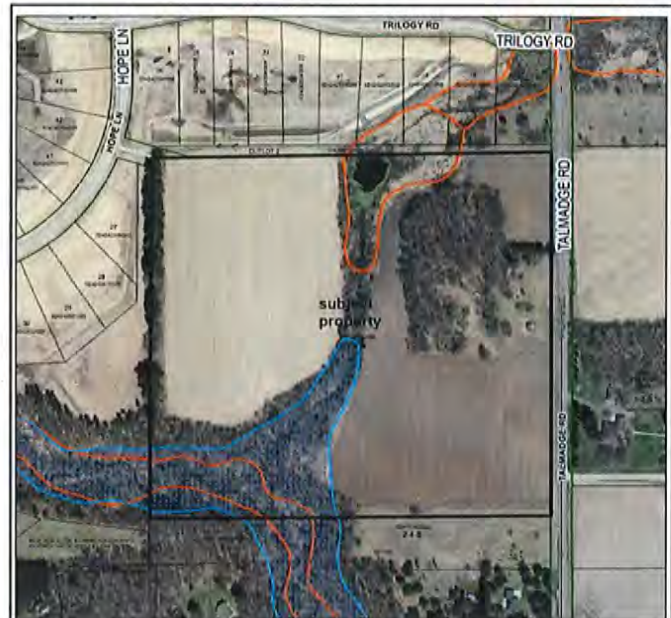
LEGAL DESCRIPTION: SE¼ NW¼ of Section 14, T26N, R9W, Town of Washington, Eau Claire County

RECOMMENDATION Approval based on the findings on Page 4 of this report.

BACKGROUND

SITE CHARACTERISTICS:

- The property contains a mixture of cropped lands and woodlands.
- There is a small pond on the northern portion of the property.
- Willow Creek flows through the southwest corner of the property.
- The property contains areas of floodplain and mapped wetlands.
- There are areas of steep slopes along Willow Creek and in the ravine area in the center of the property.
- There is an existing stub-out for a connector road to Hope Lane in the Trilogy subdivision, which borders the property to the north and west.

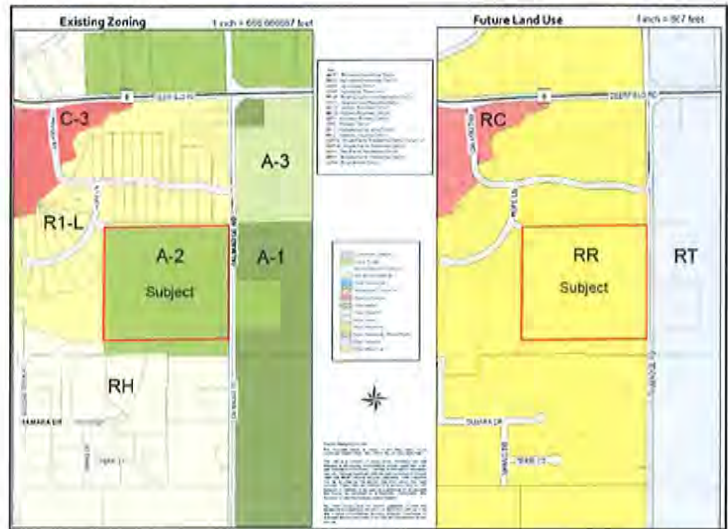


CURRENT ZONING:

A-2 Agriculture-Residential District. The A-2 District is established to "A. Provide an area for limited residential and hobby farm development in a rural atmosphere; and B. Preserve the county's natural resources and open space." Minimum lot size in the A-2 District is five (5) acres.

REQUESTED ZONING DISTRICT:

RH Rural Homes District. The RH Rural Homes District is established to "provide for suburban large-lot development with individual on-site water and sewage disposal facilities."



ZONING/LAND USE CONTEXT:

LOCATION	ZONING	LAND USE(S)
Subject	A-2	Agricultural Fields; Woodlands
North	R1-L	Single-family residential lots (Trilogy subdivision)
East	A-2; A-1	Single-family residence; Ag. fields
South	A-2; RH	Single-family residences
West	R1-L	Single-family residential lots (Trilogy subdivision)

COMPREHENSIVE PLAN:

The County and Town of Washington Comprehensive Plan Future Land Use Maps both include this property in the Rural Residential (RR) planning area, consistent with this rezone request. Following is a description of the intent of the applicable County and Town comprehensive plan future land use category and applicable policies:

Eau Claire County:

- **Rural Residential Intent and Description:** "The primary intent of this classification is to identify areas suitable for future non-farm residential development. Rural Residential areas include lands that are delineated as existing residential properties or vacant platted areas. In addition, some undeveloped land has been designated for RR development where subdivision expansion is likely to occur. These additional areas tend to be adjacent to existing rural subdivisions or where local roads and utilities exist to efficiently and economically serve the area."
- **Applicable Policies:** The following policies are applicable to this rezoning petition.
 1. The preferred housing density is one (1) unit per two (2) acres; however, local comprehensive plans may be more or less restrictive than this guideline and generally range from one (1) unit per two (2) acres to one (1) unit per 10 acres.

2. Cluster development or conservation subdivisions are encouraged, and in some cases required, within many of the local comprehensive plans. In many cases, higher density development or "bonus lots" are used as a tradeoff for the preservation of areas with natural, agricultural, or cultural importance.
3. For those Towns under County Zoning, the following Eau Claire County Zoning Districts will be considered for approval within RR areas: RH Rural Homes District and the R-1-L Single Family Residential

Town of Washington:

- Rural Residential (RR) Comprehensive Plan Intent and Description: *The primary intent of this classification is to identify areas suitable for future rural residential neighborhoods. Rural Residential areas include lands with existing residential properties or vacant platted areas. In addition, some undeveloped land has been designated for RR development where subdivision expansion is likely to occur. These additional areas tend to be adjacent to existing rural subdivisions or where local roads and utilities exist to efficiently and economically serve the area.*
- Applicable Policies: The following policies are applicable to this rezoning petition.
 1. Within the RR classification, limit new development to a maximum gross density of one residential dwelling unit per two (2) acres held in single ownership.
 2. The following Eau Claire County zoning districts will be considered for approval within RR areas: RH Rural Homes District and the R-1-L Single Family Residential Large Lot (with approved conservation subdivisions).

Comprehensive Plan Summary

The proposed RH zoning district is consistent with the intent and description and the applicable policies of the Eau Claire County Comprehensive Plan.

FARMLAND PRESERVATION PLAN:

The property is not included in the Farmland Preservation Plan Map as A-2 is not a certified farmland preservation zoning district.

ANALYSIS

When rezoning land, a finding should be made that the purpose of the proposed zoning district and the uses that are allowed in that district are appropriate for the location; and that the rezoning will uphold the purpose of the zoning ordinance. A finding should also be made that the rezone is consistent with the County's Comprehensive Plan.

The primary purpose of the zoning ordinance is to:

- Separate incompatible land uses from one another
- Maintain public health and safety
- Protect and conserve natural resources
- Prevent overcrowding
- Preserve property values
- Maintain the general welfare of the citizens

The rezoning petition has been evaluated for consistency with the purpose of the C-3 zoning district and the uses allowed in the district. The request is substantially consistent with the purpose of the zoning ordinance based on the following findings:

Findings For:

1. The Town of Washington and Eau Claire County Comprehensive Plans both designate the property Rural Residential, which is consistent with this request.
2. The request is substantially consistent with the goals, objectives, and policies of the Eau Claire County Comprehensive Plan, as required by Section 19.01.020.B of the Eau Claire County Code; and Wisconsin Statutes §66.1001(1)(am) and §66.1001(3)(j), including the intent, description, and policies of the Rural Residential Future Land Use classification in the Eau Claire County Comprehensive Plan and Map 9 (Future Land Use) of the Eau Claire County Comprehensive Plan.
3. The subject property is bounded on two sides by a platted single-family residential subdivision of similar zoning, character and density.
4. The property is appropriately situated for the intended residential subdivision use permitted in the RH Zoning District, with a connection to Hope Lane in the Trilogy subdivision and Talmadge Road on the east.
5. The 66-foot right-of-way connecting to Hope Lane was provided in the Trilogy plat in anticipation of future development of the subject property.

Town Board Action: The Town of Washington Board held a public hearing regarding the proposed rezoning on August 19, 2021 and voted unanimously (5-0 vote) to recommend approval to the Committee on Planning & Development. Several nearby property owners spoke in opposition to the proposed rezoning.

CONCLUSION

The rezone petition has been evaluated for consistency with the following:

- Eau Claire County Comprehensive Plan future land use designation
- Eau Claire County Comprehensive Plan goals, objectives, and policies
- Eau Claire County Zoning Ordinance, including purpose of the zoning code and allowable uses in the RH District

RECOMMENDATION

Staff recommends that the Planning and Development Committee file a recommendation of approval to the County Board for the petition to rezone 35 acres +/- of land from A-2 (Agricultural Residential) to RH (Rural Homes) District to be developed as a single-family detached residential subdivision.



Department of Planning and Development
 Eau Claire County Courthouse
 721 Oxford Avenue, Room 3344
 Eau Claire, Wisconsin 54703
 715-839-4741

RECEIVED

JUL 20 2021

COUNTY CLERK

Rezoning Petition

Application Accepted:	07/20/2021
Accepted By:	Matt Michels
Receipt Number:	67433
Town Hearing Date:	08/19/2021
Scheduled Hearing Date:	09/14/2021
Application No:	RZN-0012-21
Application Status:	Applied

Owner/Applicant Name(s):

Owner: PATRICIA M CLIFF TRUST

Applicant:

Telephone: 7155144116

EMail: pgartmann@rlswi.com

Site Address(es):

No Address Available

Property Description:

Sec 14 Twn 26 Rge 09

Town of Washington

Zoning District(s):

A2 - Agriculture-Residential District

Lot Area(s) - Acres:

35.00

Overlay District(s):

Shoreland

Flood Zone

PIN

1802422609142400001

Legal (partial)

SE-NW, EX S 165' THEREOF OWNERS ARE PATRICIA M CLIFF TRUST OF 2001 PER

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the following Zoning District from:

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence, and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.



Department of Planning and Development
 Eau Claire County Courthouse
 721 Oxford Avenue, Room 3344
 Eau Claire, Wisconsin 54703
 (715) 839-4741

Office Use Only

Application Accepted:
 Accepted By:
 Application Number:
 Town Hearing Date:
 Scheduled Hearing Date:

REZONING APPLICATION

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the Zoning District from:

Existing Zoning District: A-2

Proposed Zoning District(s): RH

Acres to be rezoned: 35

Property Owner Name: Patricia M Cliff Family Trust / Cliff Family Trust
 Mailing Address: 6681 Talmadge Road Eau Claire WI 54701
 Email Address: md76c@aol.com

Phone# 715-214-9413

Agent Name: Peter J. Gartmann
 Mailing Address: 1360 International Dr. Eau Claire WI 54701
 Email Address: pgartmann@rlswi.com

Phone# 715-514-4116

SITE INFORMATION

Site Address: Talmadge Road

Property Description: SE ¼ NW ¼ Sec. 14, T 26 N, R 9 W, Town of Washington

Zoning District: Eau Claire Code Section(s):

Overlay District: Shoreland Floodplain Airport Wellhead Protection Non-Metallic Mining
 Check Applicable

PIN #(s): 18024 - 260914 - 240 - 0001

024-1174-02-000

COMPUTER #(S): *024-1174-02-000*

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all necessary information has been provided. All information from the checklist must be included.

- Complete attached information sheet
- Contact the Town to coordinate a recommendation on the application
- Provide legal description of property to be rezoned
- Provide \$595.00 application fee (non-refundable), payable to the Eau Claire County Treasurer (\$525.00 application processing fee and \$75.00 mapping surcharge fee) Acceptable forms of payment are check or online payment. Visit the Planning & Development website to pay online.

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Eau Claire County Department of Planning and Development to enter my property for the purpose of collecting information to be used as part of the public hearing process. I further agree to withdraw this application if substantive false or incorrect information has been included.

Owner/Agent Signature

Date 7-19-21

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.

Cliff re-zone narrative:

The Cliff Trust would like to re-zone the property from A-2 (5 acre minimum) to RH (one acre minimum) to allow for a higher density development. Trilogy to the north and west is R1L and to the South is RH. The east is owned by the Cliff Trust and is a mix of A2 and A1. The new zoning will not adversely affect any existing zoned properties and will uphold the purpose of the zoning ordinance.

This land is part of the Town of Washington and Eau Claire Co. Comprehensive plan for high density.

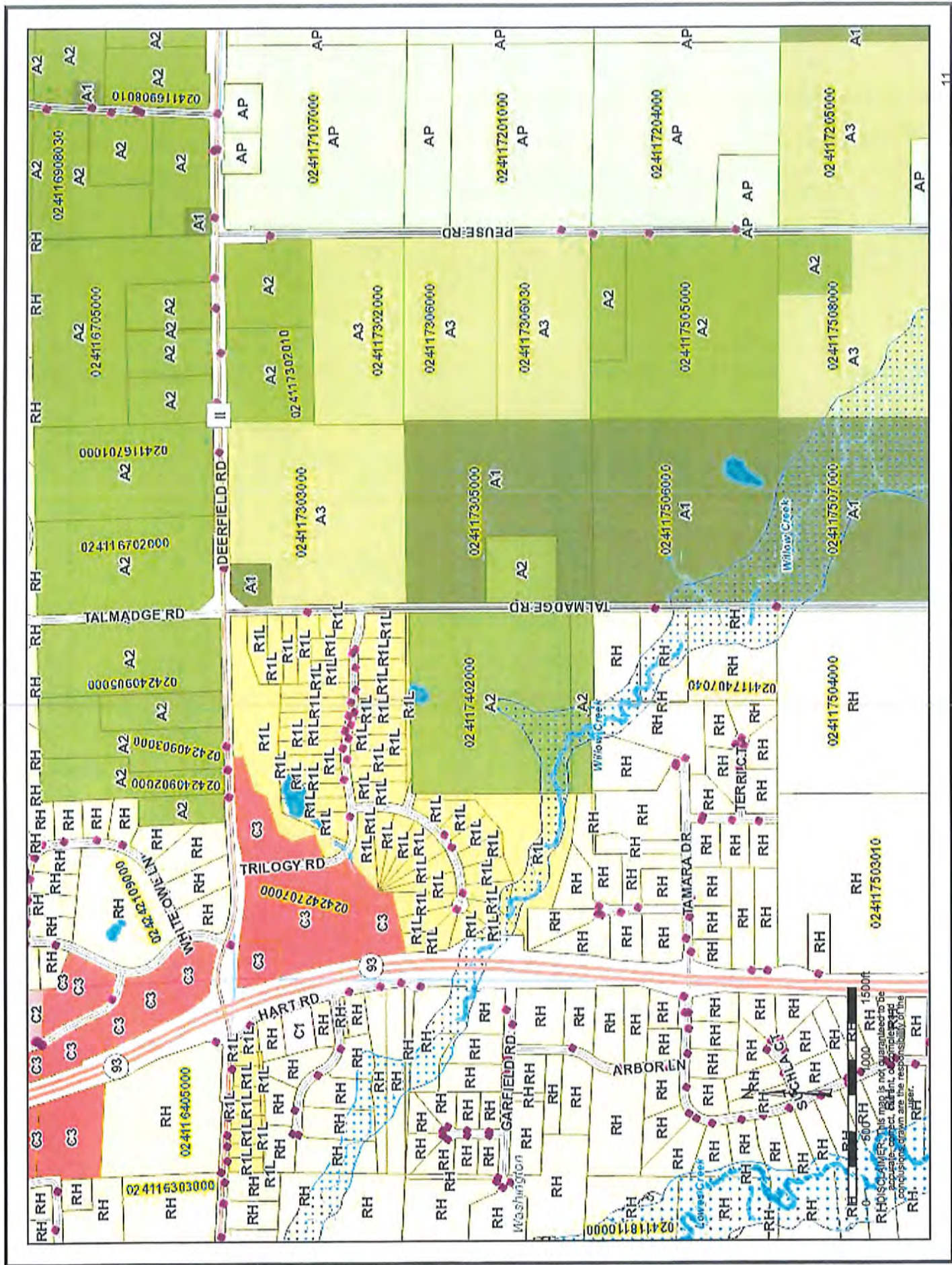
The proposed development will extend a stub dedicated road that was part of the Trilogy plat to access this property. Also, the Plat will utilize Talmadge Road driveway access.

Part of the property will be protected by the Eau Claire County E.S.A. (environmentally sensitive areas) such as flood plain, wetlands and slopes in excess of 20%. The lots will be served by private well and septic systems. Soil boring for each proposed lot have been completed and suitable for a private system.

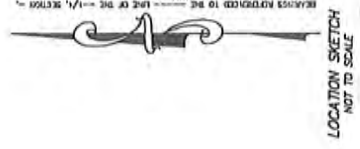
Cliff Family Trust Legal Description

Being all of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 14, Township 26 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin.

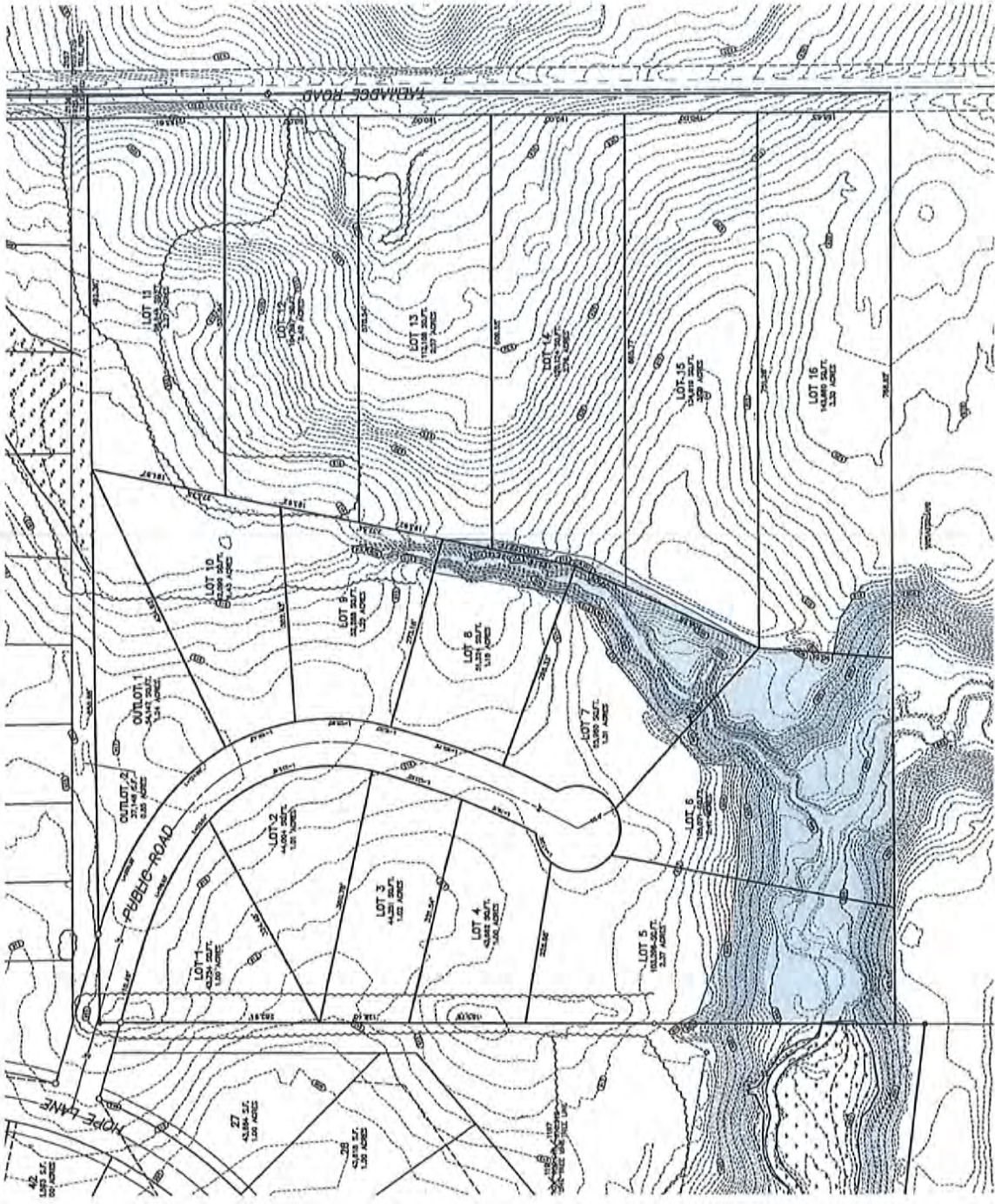
Except the South 165.00 feet thereof.



- LANDOWNERS:**
- JERRY EMMY TRACT
 - WALTER N. COFF TRACT
 - JAMES W. COFF TRACT / CAR CLARE W. COFF
- SYNDICATORS:**
- BARRY CLIFF
 - BARRY CLIFF PARTNERSHIP
 - BARRY CLIFF PARTNERSHIP
- ASSURING AUTHORITY:**
- CITY OF CAR CLARE
 - TOWN OF WASHINGTON
- ASSESSING AUTHORITY:**
- COUNTY OF WASHINGTON
- SUBJECT:**
- PLOT 1, LOT 1-16, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



CONCEPT
PLAT NAME
 IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4,
 SECTION 14, T26N, R9W,
 TOWN OF WASHINGTON, EAU CLARE COUNTY, WISCONSIN





Eau Claire County, WI
Online Payment Service

Your transaction has been successfully completed!

Account Information

Payment Type: Permit
Address: 1360 International drive Eau Claire WI 54701 US
Phone Number: 7155144116
Email Address: pgartmann@rlswi.com
Permit Number: Cliff Trust Re-zone
Phone Number: 715-497-8237

Payment Information

Amount: \$595.00
Convenience Fee: \$14.22*
Total Amount: \$609.22

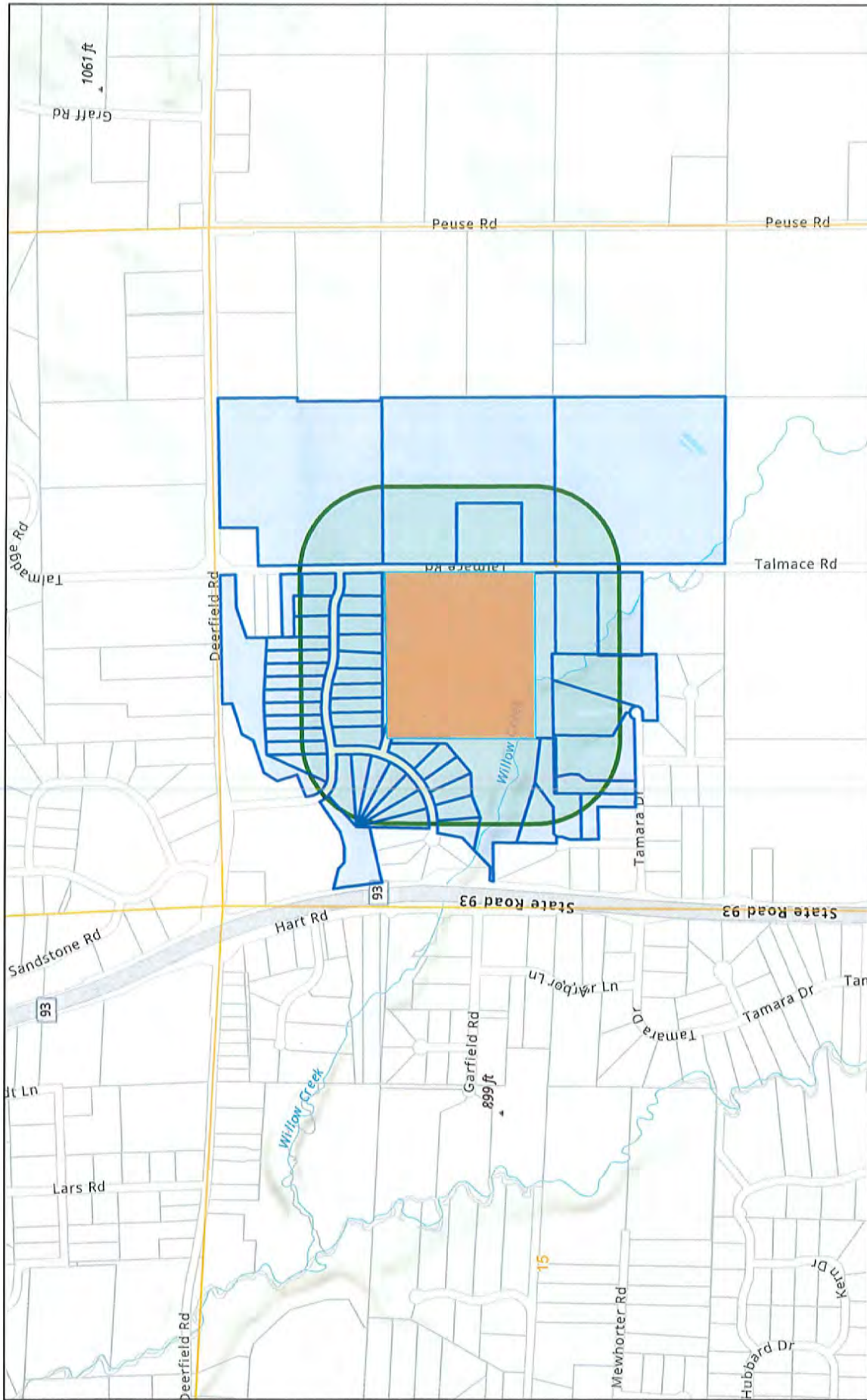
Card Number: XXXXXXXXXXXX3229
Expiration Date: 11/2022
Peter Gartmann
1360 International drive Eau Claire WI 54701 US

Your confirmation number is:

6585145

Tuesday, 20 July 2021 11:35:26 (CST)

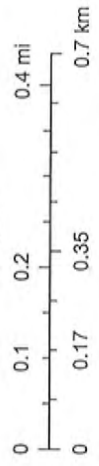
Public Notification



7/29/2021, 3:44:26 PM

-  County Boundary
-  Tax Parcel
-  Section

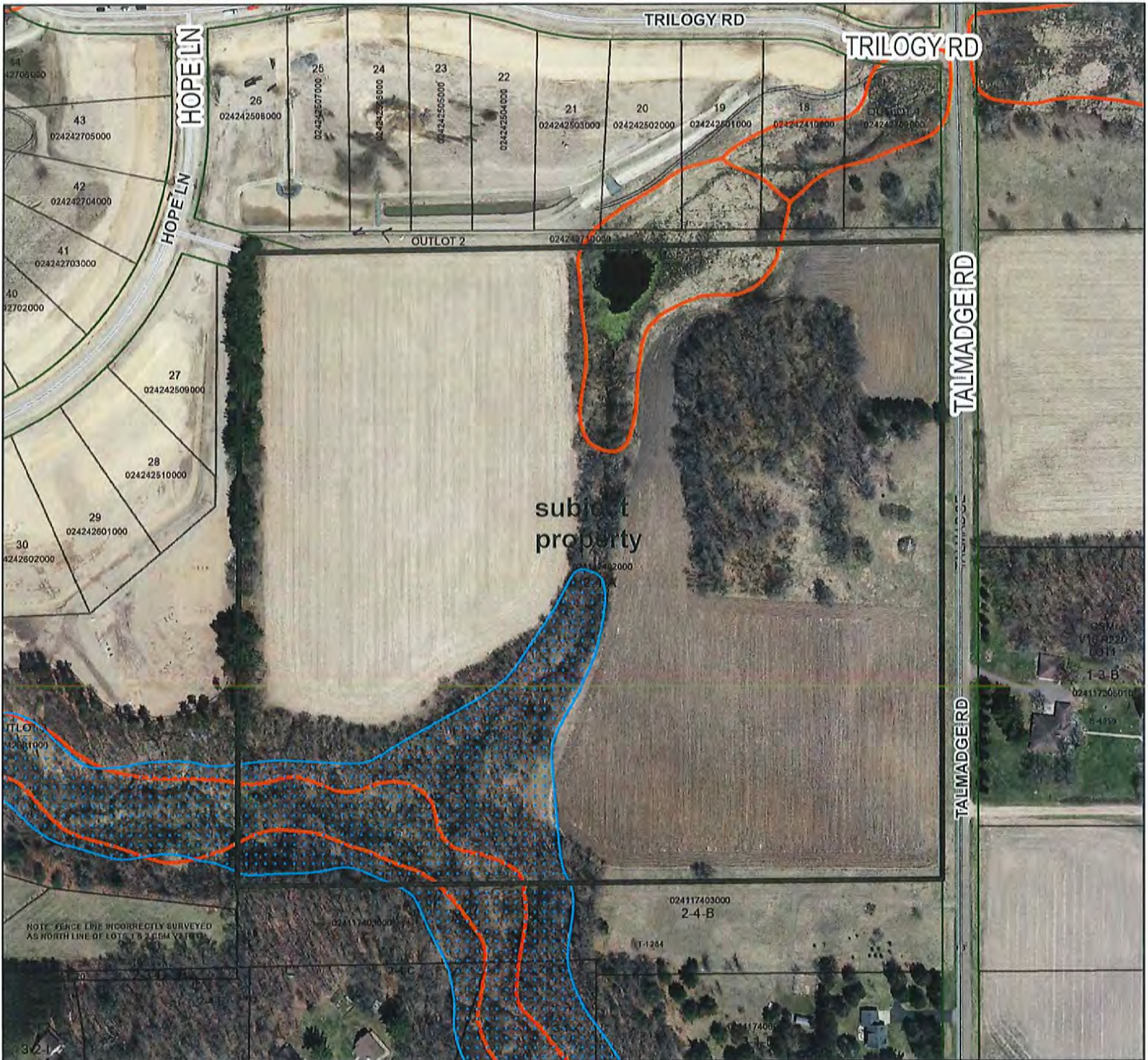
1:18,056



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri
Eau Claire County, WI
14
Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

FirstName LastName	Address	City State Zip
UDAY B MANCHALA	4451 TRILOGY RD	EAU CLAIRE WI 54701
SOUTHSIDE EC PROPERTIES LLC	6176 SANDSTONE RD	EAU CLAIRE WI 54701
MARTIN E SIEVERT	4290 TRILOGY RD	EAU CLAIRE WI 54701
BLONG KUE	4656 TRILOGY RD	EAU CLAIRE WI 54701-5506
GARY C & PAULETTE L CARLSON	E 4950 INTERLACHEN BLVD	ELEVA WI 54738-9443
N&P PROPERTIES LLC	629 E MURRAY ST	BOYD WI 54726-9059
TRAVIS ZIMMERMAN	4466 TRILOGY RD	EAU CLAIRE WI 54701
JACOB JANSEN	2451 SPOONER AVE APT 7	ALTOONA WI 54720-2328
SEAN LEWANDOWSKI	2237 PHOENIX RD SW	ROCHESTER MN 55902-1424
DAVID G & PATRICIA P SPAULDING	4204 TAMARA DR	EAU CLAIRE WI 54701-8999
BENJAMIN NIEBAUM	3017 DAMON ST	EAU CLAIRE WI 54701-3056
BENJAMIN BRENDEN	240 ROOSEVELT AVE	EAU CLAIRE WI 54701-4064
MICHAEL PRASHER	4021 MEADOWWOOD DR	EAU CLAIRE WI 54701-9230
JAYNI MATTES	6790 TAMARA DR	EAU CLAIRE WI 54701-8956
AMANDA SCHNEIDER	35700 LEE ST	WHITEHALL WI 54773-2602
CLIFF FAMILY TRUST	6681 TALMADGE RD	EAU CLAIRE WI 54701-8811
JAIIME JIMENEZ LOPEZ	4932 BULLIS FARM RD APT 101	EAU CLAIRE WI 54701-2719
MATTHEW FLYNN	1311 EDGEWOOD DR	ALTOONA WI 54720-2528
SOUTHSIDE EC PROPERTIES LLC	6176 SANDSTONE RD	EAU CLAIRE WI 54701
CLIFF FAMILY TRUST	6681 TALMADGE RD	EAU CLAIRE WI 54701-8811
C&M PROPERTIES AND CONSTRUCTION INC	6176 SANDSTONE RD	EAU CLAIRE WI 54701-5138
JOHN MURPHY	6346 TALMADGE RD	EAU CLAIRE WI 54701-8811
N&P PROPERTIES LLC	629 E MURRAY ST	BOYD WI 54726-9059
JONATHAN J ZIERDEN	3124 COUNTY FARM RD	EAU CLAIRE WI 54703-4420
OMAR M EL KAWKGI	4621 TRILOGY RD	EAU CLAIRE WI 54701-5506
DAVID SUCHLA	3809 HARVARD LN	EAU CLAIRE WI 54701-7788
SCOTT REUTER	PO BOX 452	EAU CLAIRE WI 54702-0452
ARDEN L & PATRICIA A THORSBAKKEN	4304 TAMARA DR	EAU CLAIRE WI 54701-8936
N&P PROPERTIES LLC	629 E MURRAY ST	BOYD WI 54726-9059
ARDEN L & PATRICIA A THORSBAKKEN	4304 TAMARA DR	EAU CLAIRE WI 54701-8936
JOHN W KEMPF	2115 GOODVIEW CT	EAU CLAIRE WI 54703-5798
BERKIN ULGEN	6559 HOPE LN	EAU CLAIRE WI 54701
GARY BRUNNER	6850 WILLOW CREEK RD	EAU CLAIRE WI 54701-5154
BRIAN BESSINGER	6798 TALMADGE RD	EAU CLAIRE WI 54701-8811
DANIEL ERICKSON	6850 TALMADGE RD	EAU CLAIRE WI 54701-8811
ROBERT J & DEBRA L SUTTON	N 10323 SE JOOS RD	ALMA CENTER WI 54611-8006

CLIFF REZONE AERIAL-WETLAND-FLOODPLAIN MAP



Parcel Mapping Notes:

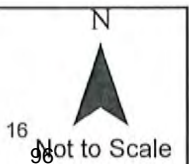
The horizontal datum is based on the Eau Claire County Coordinate System NAD_1983_HARN_Adj_WI_EauClaire_Feet

This map is a collection of public record information and was prepared as an ongoing commitment to provide quality and up-to-date information to the public. This map is intended for information use only. Although significant care has been exercised to produce maps that satisfy mapping accuracy standards, these maps are only as accurate as the source data from which they were compiled. These maps are intended to be advisory and are NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Wisconsin Credentialed Land Surveyor, to determine precise property location.

Eau Claire County does not warrant, guarantee or make any representations regarding the use of, or results from the use of the data in terms of correctness, accuracy, reliability, currentness, or otherwise; and the user relies on the map and results solely at their own risk.



This map was produced on July 27, 2021 by the Eau Claire County Department of Planning and Development and is for reference purposes only.

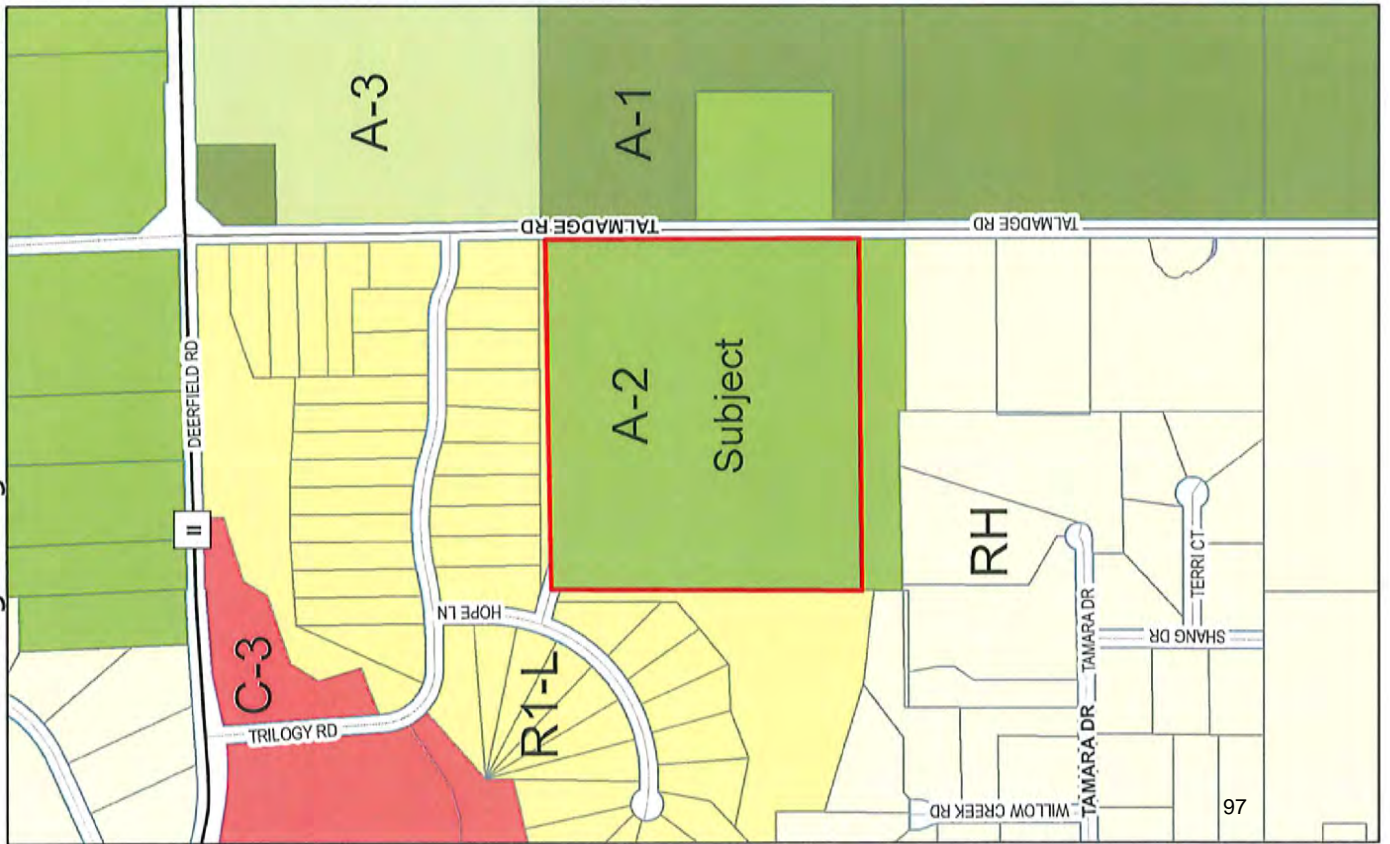




JR Rental Properties Rezoning: RZN-0011-21

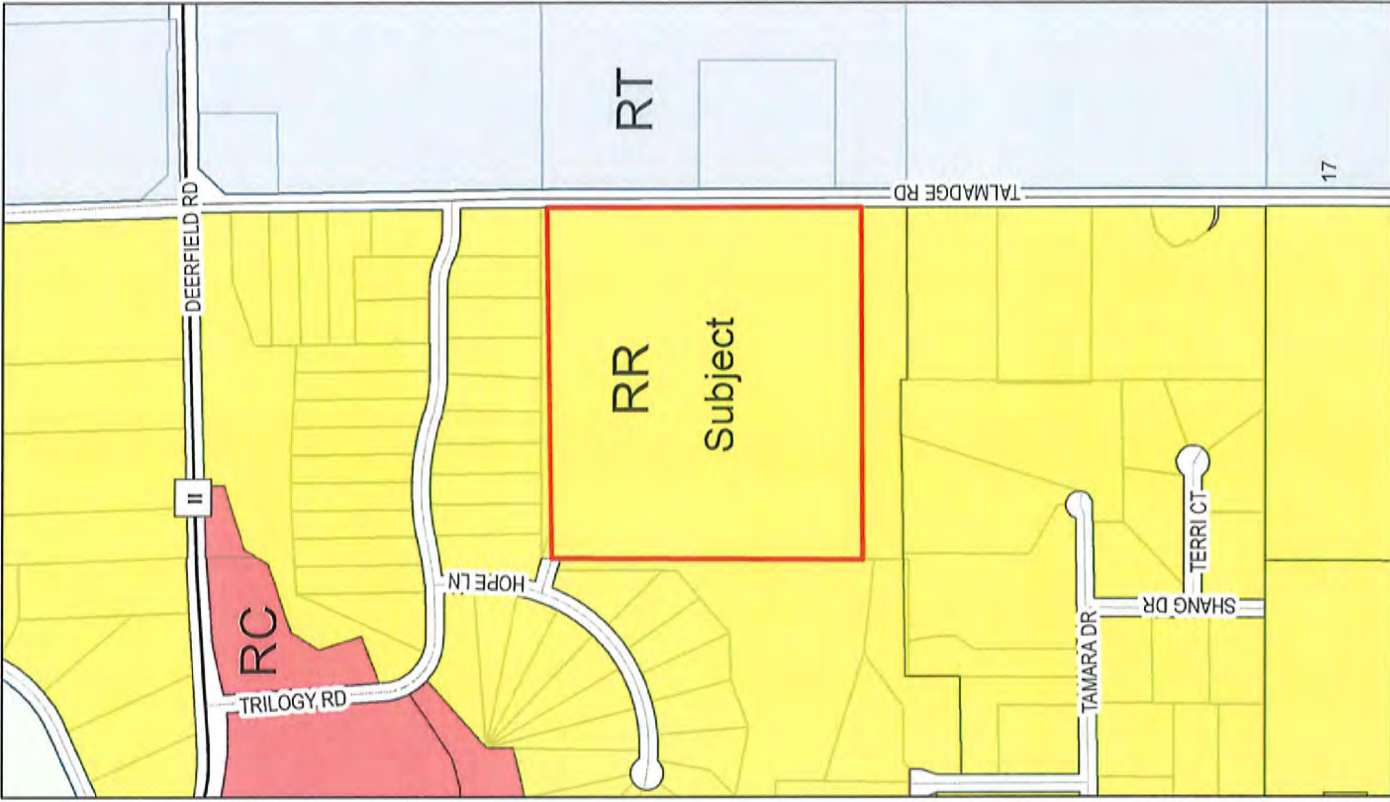
Existing Zoning

1 inch = 666.666667 feet



Future Land Use

1 inch = 667 feet



Legend

- A1 - Exclusive Agricultural District
- A2 - Agriculture-Residential District
- A3 - Agricultural District
- AP - Agricultural Preservation
- C1 - Neighborhood Business District
- C2 - Office Business District
- C3 - Highway Business District
- F1 - Exclusive Forestry District
- F2 - Forestry District
- I1 - Nonsewered Industrial District
- I2 - Sewered Industrial District, Large Lot
- R1L - Single-Family Residential District, Large Lot
- R1M - Single-Family Residential District
- R2 - Two-Family Residential District
- R3 - Multiple-Family Residential District
- RH - Rural Homes District

- Commercial Industrial
- County Forest
- Natural Resource Protection
- Park and Recreational
- Public Institutional
- Recreational Commercial
- Rural Commercial
- Rural Hamlet
- Rural Industrial
- Rural Lands
- Rural Residential
- Rural Residential - Mobile Home
- Rural Transition
- Urban Mixed Use



Parcel Mapping Notes:
 The horizontal datum is based on the Eau Claire County Coordinate System NAD_1983_MNRS_AJ_LWL_EauClaire_Feet. This map is a collection of public record information and was prepared as an ongoing commitment to provide quality and up-to-date information to the public. This map is intended for informational purposes only and should not be used for legal or engineering purposes. The accuracy of the information shown on this map is not guaranteed. The user assumes all responsibility for the use of the information shown on this map. The user agrees to hold the County harmless for any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of the information shown on this map. The user agrees to indemnify and hold the County harmless for any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of the information shown on this map. The user agrees to hold the County harmless for any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of the information shown on this map.

Matt Michels

From: henning@townofwashington.org
Sent: Tuesday, August 17, 2021 2:58 PM
To: Matt Michels
Subject: Cliff Rezone Correspondence
Attachments: Cliff Rezone Correspondence.pdf

WARNING!! This email originated outside Eau Claire County. Do not click any links or attachments unless you know the sender.

Please find below and attached correspondence in regards to the Cliff Rezone.

From: Berkin Ulgen <berkin.ulgen@gmail.com>
Sent: Tuesday, August 17, 2021 2:45 PM
To: henning@townofwashington.org
Subject: Re-zoning concerns for 8/19/21 meeting

Hello,

I am sending this email in support of my neighbors in the Trilogy neighborhood who have concerns with the re-zoning of the land just south of the Trilogy neighborhood. I am unable to attend the meeting on 8/19 but I am hoping my email can be taken into consideration with the rest of the point of views and interests being considered for this decision.

My neighbors, particularly who's properties are going to be adjacent to the new proposed development are concerned that this new development will significantly erode the tranquility of their new homes. They are also concerned that this will decrease the privacy and perhaps even decrease the value of their new homes with their new mortgages.

This has been a time of rapid expansion for the town of Washington and I hope that there is a good consensus on a thoughtful approach that balances desires for expansion and the pace of that expansion so that current residents' quality of life is taken into consideration.

For instance, my understanding is that my property which is also south facing, (Trilogy lot #29) will not be adversely affected as there are tall trees and a creek just south of my property. Similar to my property, at the very least if a buffer area is created where rows of tall trees could be planted, I think it would at the very least thoughtfully try to address my neighbors concerns. If the rezoning measure is to pass I please ask of you to consider something to come up with an elegant solution.

To reiterate from before, my overall stance is against re-zoning at this time due to the above reasons.

Respectfully,

Berkin Ulgen
Trilogy lot 29 (6559 Hope Ln), Eau Claire, WI 54701

From: Martin Edwin <martinetsevert@gmail.com>

Sent: Thursday, August 5, 2021 2:20 PM

To: henning@townofwashington.org

Subject: Cliff Family Rezone request

Janelle,

I live in the Town of Washington and received word of an upcoming rezoning request on Talmadge Road. I live at 4290 Trilogy Road so only a couple blocks away from the property. I would object to the rezoning for two reasons. One, there is a lot of wildlife that live in that area. Many sandhill cranes, bald eagles, herons, geese, ducks, and deer all frequent that area. Taking away their natural habitat would be very unfortunate and take away from the appeal/ views of the existing homes.

Second, I have first hand experience that local builders are building so quickly that quality is suffering. Further escalating the building in the area will likely worsen this problem.

I will likely attend the meeting but wanted to express those opinions in case I am unable to attend. Thank you. - Martin Sievert MD

Matt Michels

From: henning@townofwashington.org
Sent: Thursday, August 19, 2021 6:48 AM
To: Mike Peterson; Karen Tomesh; Bob Solberg; Jane Mueller ; Andrea Kott
Cc: Jackie Vold; Matt Michels
Subject: FW: AGAINST RE ZONING

WARNING!! This email originated outside Eau Claire County. Do not click any links or attachments unless you know the sender.

-----Original Message-----

From: uday0482@gmail.com <uday0482@gmail.com>
Sent: Wednesday, August 18, 2021 6:24 PM
To: henning@townofwashington.org
Subject: AGAINST RE ZONING

Hello,

I am sending this email regarding concerns about re-zoning of the land just south of the Trilogy neighborhood. I will be unable to attend the meeting on 8/19, but hopefully my email will be taken into consideration in regards to taking a decision.

The reason for building a house in the neighborhood is that we like the serene environment with lots of greenery which was close to the city. With the new development coming up, this will be disturbed to a certain extent and I am also of the opinion that the value of the new houses already built in the neighborhood.

We built a house on Trilogy lot # 23 where the back of our house faces the newly proposed development. It's such a peaceful place which I am afraid will be disturbed along with eroding the privacy.

Me along with my neighbors are against re-zoning and hopefully over concerns will be taken into consideration.

Sincerely,
Uday Manchala
Trilogy lot 23 (4451 trilogy road), Eau Claire.

Sent from my iPhone

Violation	Contractor	Property Owner	Address/PIN
Multiple campers and storage sheds w/o permit in floodplain		Cynthia Olin	Hemlock Rd. / 1800422610334400001
Operation of a commercial business on property zoned A2		Jack Raven	4001 County Lake Rd. / 1800222700623000009
Use of a park model as a second dwelling		Jason Winter	10009 County Line Rd. / 1802222710062109001
Second dwelling on parcel used for a campsite or residence		Terr Davis	2621 Pauline St. / 1802222700344000047
Auto repair business on R1		Matthew Smith	5273 Olson Dr. / 180202270919121000003
Addition of a carport on attached deck		Glennda Wilson	40386 Lanadel Rd. / 1800422610334400002
Miscellaneous structure on residential lot		Debrae Valise	44216 Jones Rd. / 1800422610334400009
Person living in storage unit		Erin Stenac	7732 Hwy 12 / 1802422708303100002
Houses on parcel zoned R1		AIM Properties	6711 US Hwy 12 / 1802422708303100005
Houses on parcel zoned R1		Kathleen Henning	8401 S Lowes Creek Rd / 18024226091912109001
Placement of structure (pet wash station) without a permit		Sharon Thobaben	4079 Deerfield Rd. / 1802422609142203000
Placement of structure without permit		Bryan Rassbach	S8437 Wren Dr. / 1801822608271202015
Pipe/wire permit		Stensen Envoewining LLC	520266 CHAND / 1800222609044102005
Pipe/wire permit		Stensen Envoewining LLC	518895 CHAND / 1801822609044102006
Pipe/wire permit		Stensen Envoewining LLC	518820 CH SD / 1800222609044102004
Pipe/wire permit		Stensen Envoewining LLC	520495 CHAND / 1800222609044102006
Pipe/wire permit		Stensen Envoewining LLC	520422 CHAND / 1800222609044102006
Pipe/wire permit		Stensen Envoewining LLC	520500 CH SD / 1800222609044102001
Pipe/wire permit		Stensen Envoewining LLC	50120 Greaves Landing Rd. / 1801822609044102009
Pipe/wire permit		Stensen Envoewining LLC	50280 Greaves Landing Rd. / 1800222609044102009
Pipe/wire permit		Stensen Envoewining LLC	519335 CHAND / 1801822609044102004
Vehicle repair facility, storage of tires, fuel, oil, and other auto parts		Thomas & Julie Holland	5517 Deerfield Rd. / 180242260919122000003
Operation of a dog kennel		Brody Saltsch	21000 V. Mokslein Dr. / 1801822609044102001
Self-storage facility, open to follow-up with		Brody Saltsch	V2417 Silver Spring Drive
Multiple people living in a garage		Sather	9060 Hwy 53
Junkyard material		Arneson	5137 Sheeder Rd.
Multiple people living in a garage feedlot in wellhead district #3		David Bontager	E 21065 Karow rd
Home-based business on R1 District		Bernadette Phillips	5077 Lewis Rd. / 1800222609044102007
Operation of a wood related business w/o CUP (wood cutting and sales)		Scott Daniels	S7313 Lowes Creek Rd. / 180182260919122000002
Replacement of an existing nonconforming structure		Scott Zimmer	Hwy 12 / 1802222710043209001
Construction and operation of a private race track		Gary McGinn	50455 Drinkman Ln. / 1800222609044102009
Construction without a permit		Asher	W5588 State Road 37 / 180004226103334000002
Multiple unlicensed and/or inoperable vehicles onsite. And the construction of a 'stage' without a permit within areas mapped Zone A floodplain		Curtis Kassa	1300 N 130th Ave. / 1802022707404000002
Operation and future scheduling of 'special events' without		Curtis Kassa	1300 N 130th Ave. / 1802022707404000002
Exceeding CUP standards		Verlin Arneson	5137 Sheeder Rd. / 180242260902330000003
Land transfer to 3rd party		Anthony and Pamela Amundson	1802222702842090003
Subdivision without a CSM		Danie & Elise Bauer	8529 Burnell Rd. / 1802022708091202000
Subdivision without a CSM		Diane Hagman	S1035 S140th Ave. / 1801422707213200001
Subdivision without a CSM		Richard Vojtki	S12872 CTH H / 1801022609154400001
2 lots w/ required frontage of 150'		Yarrington / Seguin Davis	1. 1801822509251100001, 1801822509251400001, 1800622503302300001
noncommercial raising of animals			E2890 Hallee Ln. / 18018226092221020003
Construction of sign without permit (Green Oasis)			3835 Halsey St. / 180242270832410203021
noncommercial raising of animals (chickens)			105 E Lowes Creek Rd / 1802422708324300006
noncommercial raising of animals (goats)			7730 Beulah Ln. / 180242270832030402008
Junkyard		Erickson	2601 Kane Rd. / 1802222710142309008
Construction of a commercial storage yard		Luke Deuschlander	

FACT SHEET

FILE NO. 21-22/035

**Approving a Budget Transfer of \$787,439 to Provide Funding for
New Capital Projects in 2021**

This resolution amends the 2021 Eau Claire County budget by transferring \$787,439 from capital projects identified with surplus funding to newly identified projects that are of a high priority to complete, as outlined below.

The Finance Department has reconciled actual capital expenditures in the Capital Projects Fund in relationship to the budget and approved funding, as well as additional funding received. The Finance Department has determined that there are surplus capital funds that could be assigned to new projects. The surplus funds are related to budgeted projects that have been completed, reclassification of Information Systems projects, and surplus bond proceeds and bond premiums received in 2019 and 2020.

The new projects are noted below, along with the identified funds available to transfer (“Funding Sources”) to facilitate completion of these projects in 2021.

Funding Source	Total Project Cost
Remaining 2019 Bond Funds	\$ 140,000
Remaining 2020 Bond Funds	86,760
2020 Bond Proceeds Above Budgeted Amount	71,500
Excess Funding from Info Systems Maintenance Projects	200,000
Other Accumulated Surplus Funding	81,532
Funded by Capital Projects Fund Balance	10,157
Funded by Highway Fund Balance	197,490
Grand Total	\$ 787,439

Capital Projects Identified to Use Surplus Funds

Department	Project Description	Project Cost	Description/Reason	Funding Source	Project Timing
Facilities	Courthouse Carpet/Flooring	\$ 40,000	There are many areas of the Courthouse that have extremely worn carpet. There are areas that are tripping hazards that need to be taken care of first.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Facilities	716 1st Ave Roof Replacement	12,000	Replace roof at 716 1st Ave. property ("Rick's House"). Roof is more than 30 years old, and recent leaks and inspection have accelerated the need for replacement.	2020 Bond Proceeds Above Budgeted Amount	Accelerated to 2021
Facilities	Juvenile Detention Lock Replacements	11,500	These three locks have been in service for over 30 years and constantly require repairs to keep in service.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Facilities	716 1st Ave Furnace/AC Replacement	7,000	The HVAC system at the 716 1st Ave. property is more than 20 years old and is past its useful life.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Facilities	Augusta Shop Overhead Door Replacements	6,500	One overhead door at the Augusta Highway Shop is in very poor shape and needs to be replaced.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Highway	Highway Radios	197,490	Project cost increases for hardware.	Funded by Highway Fund Balance	Moved from 2022 funding
Information Services	Coon Fork Fiber (run fiber)	60,000	Fiber extension within the park to add WIFI in strategic locations at the park. Moved to 2021 to align with other Park broadband work. Possible ARPA funding available.	Remaining 2020 Bond Funds	Accelerated to 2021
Information Services	Guest WIFI ASA to FTD (Firewalls)	18,760	Firewall replacements for guest wireless for courthouse and airport.	Remaining 2020 Bond Funds	Moved from 2022 CIP budget
Information Services	Replace Dam Loggers and Sensors	8,000	Replacing end-of-life data loggers at both dam sites.	Remaining 2020 Bond Funds	Moved from 2022 CIP budget
Information Services	Big Falls Gridless Sentry camera	7,500	Installation of security cameras to prevent vandalism.	2020 Bond Proceeds Above Budgeted Amount	Moved from 2022 CIP budget
Parks and Forest	Harstad Park Pavilion Replacement	200,000	Concrete floor in pavilion has degraded over the years and several structural posts are rotting. This pavilion needs to be replaced as it is a safety hazard.	Excess Funding from Info Systems Maintenance Projects	Moved from 2022 CIP budget
Parks and Forest	Harstad Park Playground Replacement	81,532	Replace aging equipment and upgrade to ADA standards. Moved to 2021 to obtain grant dollars available.	Other Accumulated Surplus Funding	Accelerated to 2021
Parks and Forest	Replace Big Falls PIT Toilet Buildings	60,000	Current structures are approximately 50 years old and do not meet ADA standards for doorway width and stall width requirements. Possible ARPA funding available.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Parks and Forest	Big Falls Parking Lot Repaving	37,000	Escalated need due to public safety concerns.	2020 Bond Proceeds Above Budgeted Amount	Accelerated to 2021
Parks and Forest	Replace Lake Altoona Dock	15,000	There is heavy use at the is landing which has resulted in damage. We have placed a spare dock for this reason, but the need is to replace the dock with a new one.	Remaining 2019 Bond Funds	Moved from 2022 CIP budget
Parks and Forest	LEC Clubhouse Assessment	15,000	Conduct assessment of current facility and alternatives. Inspection of the current facility has accelerated the need for an assessment.	2020 Bond Proceeds Above Budgeted Amount	Accelerated to 2021
Planning & Development	Bike Pedestrian Project	10,157	Additional project cost for signage to utilize 2021 grant dollars to complete the project.	Funded by Capital Projects Fund Balance	Accelerated to 2021

TOTAL \$ 787,439

Fiscal Impact: No additional cost, as the source of the funding is based on the availability of surplus bond funds, bond premium, and prior year accumulated surpluses.

Respectfully Submitted

Norb Kirk
Finance Director

2
3 AUTHORIZING A 2021 BUDGET TRANSFER OF CAPITAL PROJECTS FUNDS
4

5 WHEREAS, Based on tracking of the actual expenditure of capital funds, and the
6 tracking of funds received for capital projects yet to be completed in 2021, the Finance
7 Department has determined that there are surplus capital funds available from budgeted projects;
8 and,
9

10 WHEREAS, The Finance Department has received requests for new capital projects
11 which are of high priority: the replacement of Harstad Park pavilion and playground equipment
12 which are at the end of their useful lives with projected costs of \$200,000 and \$81,532,
13 respectively; the installation of fiber optic network in Coon Fork Park to connect with existing
14 county network in the area with a projected cost of \$60,000; the replacement of pit toilet
15 buildings at Big Falls Park which are approximately 50 years old with ADA-compliant buildings
16 for a projected cost of \$60,000; repaving of the parking lot and installation of security cameras
17 at Big Falls Park with projected costs of \$37,000 and \$7,500, respectively; the replacement of
18 the furnace/AC system and roof at the 716 1st Avenue property ("Rick's House") which are both
19 more than 20 years old and past their useful lives with projected costs of \$7,000 and \$12,000,
20 respectively; the replacement of firewall applications for guest wireless at the courthouse and
21 airport at a projected cost of \$18,760; additional signage for the bike/pedestrian project at a
22 projected cost of \$10,157; the replacement of two-way radios in Highway trucks and expansion
23 of communications infrastructure at various tower locations throughout Eau Claire County to
24 improve communication capability across the county, an increase of \$197,490 to the original
25 project cost of \$262,212; and necessary repairs to County facilities and equipment at the
26 projected costs listed: replacement of carpet and flooring in the courthouse - \$40,000,
27 professional assessment of the Lake Eau Claire clubhouse - \$15,000, replacement of one dock at
28 Lake Altoona Park - \$15,000, replacement of juvenile detention locks - \$11,500, replacement of
29 loggers/sensors at Lake Altoona and Lake Eau Claire dams - \$8,000, and replacement of one
30 door at Augusta highway shop - \$6,500; and,
31

32 WHEREAS, The funds for these projects will come from surplus funds in the following
33 amounts: remaining 2019 bond funds - \$140,000, remaining 2020 bond funds - \$86,760, 2020
34 bond proceeds above budgeted amount - \$71,500, IS maintenance projects - \$200,000, Highway
35 Fund balance - \$197,490, Capital Projects Fund balance - \$10,157, and other accumulated
36 surplus funding - \$81,532.
37

38 NOW THEREFORE BE IT RESOLVED, That the Eau Claire County Board of
39 Supervisors authorizes the transfer of capital project funds in the 2021 annual budget, in the
40 amount of \$787,439 from the surplus of the aforementioned completed capital project funds, to
41 fund capital projects at Harstad Park, Coon Fork Park, and Big Falls Park, improvements at the
42 716 1st Avenue property, the airport, and courthouse, and necessary repairs, maintenance, and
43 replacement of county facilities and equipment at other county facilities.
44
45
46
47

48 I hereby certify that the foregoing
49 correctly represents the action of the

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Committee on Finance and Budget on
September 13, 2021, by a vote of 5
for, and 0 against.



Stella Pagonis, Chair
Committee on Finance and Budget

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**

Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET
FILE NUMBER: 21-22/047

4.20.100 Sale to former owners. Pursuant to Wis. Stat. § 75.35(3), the county clerk subject to the approval of the county board, is hereby empowered to supervise the sale of tax deeded lands to their former owners, or their heirs, who lost title through delinquent tax collection enforcement procedure, and is further authorized to grant to such former owners first preference and right to purchase said lands.

Jason H. West has formally requested to purchase from Eau Claire County, a parcel of land taken by Eau Claire County through the process of tax deed. The parcel is located in the City of Eau Claire.

The purchase price of \$32,014.79 will cover all taxes, interest, penalty, and expenses incurred by Eau Claire County. Jason H. West will be responsible for all filing fees.



4 AUTHORIZING THE SALE OF TAX DEED PROPERTY TO FORMER OWNER JASON H. WEST
5 FOR \$32,014.79; DIRECTING CORPORATION COUNSEL TO PREPARE A QUIT CLAIM DEED
6 ON THE DESCRIBED PROPERTY; DIRECTING THE COUNTY CLERK TO EXECUTE SAID QUIT
7 CLAIM DEED ON BEHALF OF EAU CLAIRE COUNTY.

8 WHEREAS, in accordance with the Eau Claire County Code, Chapter 4.20.100 - Sale to Former Owner;
9 JASON WEST formally applied to purchase said property in accordance with the County Code; and

10 WHEREAS, said property can be described as follows:

11 Lot 12, Block 10, Eau Claire Lumber Company's Enlarged Fourth Addition, City of Eau Claire, Eau
12 Claire County, Wisconsin, EXCEPT the South 75 feet thereof.

13 PIN #18221-2-270929-110-2034

14 Computer #221-03-0301

15 Delinquent General Taxes (2016-2020) \$ 17,941.80

16 Interest, Penalties, Specials and Expenses (2016-2020) \$ 14,072.99

17 TOTAL \$ 32,014.79


18 NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the sale of
19 the aforementioned described property to the former owner, Jason H. West is hereby authorized for
20 \$32,014.79.

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

22 BE IT FURTHER RESOLVED that the Corporation Counsel is hereby directed to prepare a quit claim deed to:
23 Jason H. West.

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

26 I hereby certify that the foregoing correctly represents the action of the
27 Committee on Finance and Budget on September 13, 2021, by a vote of 4 for,
28 and 0 against.

29 
30 Stella Pagonis, Chair
31 Committee on Finance and Budget

32 **APPROVED BY**
33 **CORPORATION COUNSEL**
34 **AS TO FORM**

35 Reviewed by Finance Dept.
36 for Fiscal Impact
37 -----