

**EAU CLAIRE  
CITY COUNCIL  
AGENDA MATERIALS**

**Tuesday, November 26, 2024**

**EAU CLAIRE CITY COUNCIL AGENDA**

**TUESDAY, NOVEMBER 26, 2024**

**CITY HALL COUNCIL CHAMBER  
203 S. FARWELL STREET 4:00 P.M.**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

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**CONSENT AGENDA**

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The following matters may be acted upon by the City Council utilizing a single vote. Individual items, which any member wishes to address in greater detail or as a separate item on the regular agenda, may be removed from the Consent Agenda upon the request of any Council Member.

**CONSENT RESOLUTION**

1. Resolution adopting the Consent Agenda.  
(Page 8)

**COMMENDATIONS AND PROCLAMATIONS**

2. Consideration of Commendations and Proclamations and Recognitions.  
(Page 9)

**MINUTES**

3. Resolution approving Minutes of Regular Meeting of Tuesday, November 12, 2024.  
(Page 10)

**LICENSES**

4. Resolution granting new bartender licenses.  
(Page 17)
5. Resolution granting a Class B Cabaret license to Covizza LLC, d/b/a Leona's, 406 Galloway Street, Jacob Paulsrud, agent.  
(Page 18)
6. Resolution granting a Class B Fermented Malt Beverage license and Class C Wine license to Kin Thai Corporation, d/b/a Mueang Thai Restaurant, 2637 North Clairemont Avenue, Jenny Xiong, agent.  
(Page 19)
7. Resolution granting a Change of Agent for the Combination Class B Intoxicating Liquor and Fermented Malt Beverage license of Confluence Council INC, d/b/a/ Pablo Center at the Confluence, 128 Graham Avenue, from Heidi DesJarlais to Jesse B. Hay be approved.  
(Page 30)

**CITY OF EAU CLAIRE MISSION STATEMENT**

IT IS OUR MISSION TO ASSURE THE COMMON GOOD THROUGH SERVICES ESSENTIAL  
FOR A SAFE, SUSTAINABLE, ENGAGED AND HEALTHY COMMUNITY.

8. Resolution granting a Construction Demo Debris Hauler license to T&R Recycling LLC, d/b/a T&R Recycling LLC, 13744 County Hwy OO, Chippewa Falls, WI, 54729.  
(Page 31)

**WATER & WASTEWATER TREATMENT**

9. Resolution awarding contracts for Procurement No. 2024-52, Furnish Various Chemicals for Water and Wastewater Treatment.  
(Page 32)

**EDA REVOLVING LOAN FUND**

10. Resolution amending EDA Revolving Loan Fund Plan to make necessary references to CARES Act.  
(Page 34)

**CITY OF EAU CLAIRE MISSION STATEMENT**

IT IS OUR MISSION TO ASSURE THE COMMON GOOD THROUGH SERVICES ESSENTIAL  
FOR A SAFE, SUSTAINABLE, ENGAGED AND HEALTHY COMMUNITY.

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**BUSINESS AGENDA**

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**CITY COUNCIL MEETING CANCELATION**

11. Resolution canceling the City Council meetings scheduled for December 23 and 24, 2024.  
(Stephanie Hirsch, Page 53)

**COLLECTIVE BARGAINING AGREEMENT**

12. Resolution authorizing the City Manager to execute a collective bargaining agreement between the City of Eau Claire and Professional Police Officer’s Association, Local 9.  
(Stephen Nick, Page 55)

**WATERWORKS SYSTEM REVENUE BONDS**

13. Resolution authorizing the issuance and sale of up to \$16,395,208 Waterworks System Revenue Bonds, Series 2024, and providing for other details and covenants with respect thereto.  
(Michael Korbel, Page 62)

**WEM GRANT ACCEPTANCE**

14. Resolution authorizing the Fire Department to accept grant monies from the Wisconsin Division of Emergency Management (WEM) for the purchase of hazardous materials detection equipment – *because this item amends the budget, a 2/3 vote of the elected members, or 8 affirmative votes, is required for adoption.*  
(Matt Jaggar, Page 114)

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**ORDINANCES FOR ACTION**

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**GERNERAL DEVELOPMENT PLAN AMENDMENT**

15. Ordinance amending the general development plan to reduce the required setback with a site plan for a commercial business located at 2832 Damon Street (Z-744-89 Amd).  
(Aaron White, Page 123)

**TRUCK TRAFFIC REGULATIONS**

16. Ordinance amending Chapter 10.48 entitled “Truck Traffic Regulations” of the Code of Ordinances of the City of Eau Claire limiting thru truck traffic on Sheridan Road.  
(Leah Ness, Page 146)

**CITY OF EAU CLAIRE MISSION STATEMENT**

IT IS OUR MISSION TO ASSURE THE COMMON GOOD THROUGH SERVICES ESSENTIAL  
FOR A SAFE, SUSTAINABLE, ENGAGED AND HEALTHY COMMUNITY.



**STREET EXCAVATIONS & OPENINGS**

- 17. Ordinance amending Chapter 13.10 entitled “Street Excavations and Openings” of the Code of Ordinances of the City of Eau Claire adjusting guarantee amount.  
(Leah Ness, Page 149)

**DEFINITIONS**

- 18. Ordinance amending Chapter 1.04 entitled “Definitions” of the Code of Ordinances of the City of Eau Claire adding to parking restrictions, June 19.  
(Leah Ness, Page 151)

**STOP INTERSECTIONS**

- 19. Ordinance amending Table III “Stop Intersections” of the Code of Ordinances of the City of Eau Claire at various downtown intersections.  
(Leah Ness, Page 153)

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**ORDINANCES FOR INTRODUCTION**

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**PAY PLAN AMENDMENT**

- 20. Ordinance amending s. 2.72.010 entitled “City of Eau Claire Pay Plan – Adopted,” specifically those parts thereof pertaining to Eau Claire Police Patrol, Local 9 employees.  
(Stephen Nick, Page 156)

**BENEFITS & LEAVES PLAN AMENDMENT**

- 21. Ordinance amending the City of Eau Claire Employee Benefits & Leaves Plan.  
(Stephen Nick, Page 159)

**SHORT TERM RENTAL LICENSE**

- 22. Ordinance amending the Municipal Code by creating Section 5.66 establishing a short term rental license requirement.  
(Aaron White, Page 162)

**DEFINITIONS & ESTABLISHMENT OF USES**

- 23. Ordinance amending the Zoning Code of the City of Eau Claire by amending sections 18.02.020 Definitions and 18.04.030 Establishment of Uses removing the requirement for a conditional use permit to operate Bed and Breakfast Houses, amending the definition of Bed and Breakfast, and creating a definition of Tourist Rooming Houses.  
(Aaron White, Page 166)

**ZONING**

- 24. Ordinance to rezone property from R-3P and C-3P to C-3 located at 6325 Sculy Drive (Z-1749-24).  
(Aaron White, Page 169)

**CITY OF EAU CLAIRE MISSION STATEMENT**  
IT IS OUR MISSION TO ASSURE THE COMMON GOOD THROUGH SERVICES ESSENTIAL  
FOR A SAFE, SUSTAINABLE, ENGAGED AND HEALTHY COMMUNITY.

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**ANNOUNCEMENTS & UPDATES**

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Announcements and updates by the City Manager and City Council.

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**ADJOURNMENT**

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The next City Council Legislative Meeting is scheduled to be held at 4 p.m. on December 10, 2024.

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**WORK SESSION**

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Following the Legislative session, the Council will convene in the Council Chamber for a work session to discuss Microtransit in North Zone (where Routes 3, 4, and 3/4 serve), impacted route changes, and ARPA funds.

(Ty Fadness)

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**NOTICE TO CITIZENS**

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Due to requirements contained in the Wisconsin Open Meetings Law, only those matters placed on this agenda may be considered by the City Council at this meeting. If any member of the public desires that the City Council consider a matter not included on this agenda, he or she should contact a City Council Member or the City Manager to have the matter considered for placement on a future City Council agenda.

**CITY OF EAU CLAIRE MISSION STATEMENT**

IT IS OUR MISSION TO ASSURE THE COMMON GOOD THROUGH SERVICES ESSENTIAL  
FOR A SAFE, SUSTAINABLE, ENGAGED AND HEALTHY COMMUNITY.

**CONSENT AGENDA**

**RESOLUTION**

**RESOLUTION ADOPTING THE CONSENT AGENDA.**

**WHEREAS**, all items on the consent agenda of this City Council meeting have been introduced and are properly before the City Council at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire that the City Council hereby adopts the attached consent agenda for selected items of routine business on November 26, 2024.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

# PROCLAMATION

WHEREAS, the small, locally-owned businesses of Eau Claire are vital to our city's economic health; and

WHEREAS, the U.S. Small Business Administration estimates that small businesses employ 50 percent of Wisconsin workers and create nearly two out of three net new private sector jobs; and

WHEREAS, some economists state that with every \$100 spent at a small local retailer, \$67 will return to the community through taxes, payroll and donations to local schools and charities; and

WHEREAS, the people of Eau Claire are grateful to the small businesses of Eau Claire for their contribution to the quality of life we all enjoy, and because now more than ever small businesses need the support of the public;

NOW, THEREFORE, I, Emily Berge, President of the Eau Claire City Council, on behalf of the entire City Council and residents of Eau Claire, do proclaim Saturday, November 30, 2024, as

## Small Business Saturday

in the City of Eau Claire and encourage everyone to support their community's small businesses and merchants on Small Business Saturday and all throughout the year.



Dated,  
November 26, 2024

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Emily K. Berge, President  
Eau Claire City Council

**RESOLUTION**

**RESOLUTION APPROVING MINUTES OF THE CITY COUNCIL MEETING.**

**BE IT RESOLVED** that the City Council of the City of Eau Claire does hereby approve the minutes of the November 12, 2024 City Council Legislative Session.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

## MINUTES

### EAU CLAIRE CITY COUNCIL LEGISLATIVE MEETING

Tuesday, November 12, 2024

City Council Chamber

4:00 p.m.

#### PLEDGE OF ALLEGIANCE AND ROLL CALL

Council President Berge called the meeting to order. The following Council Members were present: Emily Berge, Aaron Brewster, Kate Felton, Roderick Jones, Larry Mboga, Joshua Miller, Jessica Schoen, Clara Serrano, and Andrew Werthmann. The following Council Members were absent: Emily Anderson and Charles Johnson.

#### CONSENT AGENDA

The Council considered a resolution adopting the Consent Agenda for the following items of routine business on November 12, 2024:

- Adopting the Consent Agenda.
- Approving the Minutes of the Tuesday, October 22, 2024 Council Legislative Session.
- Granting new bartender licenses.
- Authorizing the Eau Claire Marathon to conduct the Ho H-EAU Ho 5K on Saturday, December 14, 2024 in Carson Park and along City streets, trails, and sidewalks.
- Accepting a Public Service Answering Point (PSAP) grant from the Wisconsin Department of Military Affairs, Office of Emergency Communications.

Thereupon a motion was offered by Council Member Serrano and seconded by Council Member Werthmann “to adopt the consent resolution.” Said motion passed by unanimous vote.

Council Member Anderson joined the meeting.

#### COMMENDATIONS AND PROCLAMATIONS

Council President Berge, on behalf of the City Council, read a proclamation declaring November 11, 2024 as Veterans Day in the City of Eau Claire and encouraging all people to acknowledge and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights.

Council President Berge, on behalf of the City Council, read a commendation recognizing and expressing gratitude to all election workers and officials who contributed to the implementation of the November 2024 presidential election.

#### COUNTY PLAT APPROVAL

The City Council considered a resolution approving a County Plat within the Extra-Territorial Jurisdiction (ETJ) in the Town of Wheaton, known as Wheaton Wildflowers located on 20th Street (File P-5-24). Thereupon a motion was offered by Council Member Brewster and

seconded by Council Member Jones “to adopt the resolution.” Said motion passed by unanimous vote.

### **INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

Council Member Johnson joined the meeting.

The City Council considered a resolution approving an Intergovernmental Cooperative Agreement between Chippewa County, Eau Claire County, Town of Union, the Town of Wheaton, and the City of Eau Claire for CTH T Phase One Road Reconstruction. Thereupon a motion was offered by Council Member Schoen and seconded by Council Member Felton “to adopt the resolution.” Said motion passed by unanimous vote.

### **GENERAL DEVELOPMENT PLAN AMENDMENT**

The City Council had first reading on an ordinance to amend the general development plan to reduce the required setback with a site plan for a commercial business located at 2832 Damon Street (Z-744-89 Amd).

### **TRUCK TRAFFIC REGULATIONS**

The City Council had first reading on an ordinance amending Chapter 10.48 entitled “Truck Traffic Regulations” of the Code of Ordinances of the City of Eau Claire limiting thru truck traffic on Sheridan Road.

### **STREET EXCAVATIONS AND OPENINGS**

The City Council had first reading on an ordinance amending Chapter 13.10 entitled “Street Excavations and Openings” of the Code of Ordinances of the City of Eau Claire adjusting guarantee amount.

### **DEFINITIONS**

The City Council had first reading on an ordinance amending Chapter 1.04 entitled “Definitions” of the Code of Ordinances of the City of Eau Claire adding to parking restrictions, June 19.

### **STOP INTERSECTIONS**

The City Council had first reading on an ordinance amending Table III entitled “Stop Intersections” of the Code of Ordinances of the City of Eau Claire at various downtown intersections.

### **2025 BUDGET ADOPTION**

The City Council considered resolutions adopting the following proposed budgets and appropriations for the fiscal year ending December 31, 2025: General Fund, L.E. Phillips



Memorial Public Library, and City – County Health Department. Thereupon a motion was offered by Council Member Anderson and seconded by Council Member Mboga “to adopt the resolutions.”

A motion was offered by Council Member Brewster and seconded by Council Member Mboga to “amend the resolution” adopting the proposed General Fund Budget by modifying the 2025 Operating Budget to allocate \$30,000 to Downtown Eau Claire Inc. (DECI) from the General Fund, to be paid in February and August of 2025. This is additional to the amount of \$50,000 within the Economic Development Fund. This will be accomplished by a reduction of the payroll allocation for City Council members of \$30,000, and an increase in contribution and payments in Non-Departmental expenses of \$30,000. Said motion passed by the following vote: Aye: Council Members Anderson, Berge, Brewster, Felton, Johnson, Mboga, Miller, Schoen, Serrano, and Werthmann. Nay: Council Member Jones.

A motion was offered by Council Member Brewster and seconded by Council Member Miller to “amend the resolution” adopting the proposed General Fund Budget by modifying the 2025 Operating Budget to allocate \$3,000 to Neighborhood Services for Evolve software for use by the Health Department. This will be accomplished by a reduction of the payroll allocation for City Council members of \$3,000, and an increase in the software expenses in Neighborhood Services for Evolve software in the amount of \$3,000. Said motion passed by unanimous vote.

A vote was then taken “to adopt the resolutions,” including the resolution adopting the proposed General Fund Budget as amended. Said motion passed by unanimous vote.

The City Council considered a resolution adopting the following proposed budgets for various agencies and utilities of the City of Eau Claire for Fiscal Year 2025:

- a. Economic Development
- b. Community Enhancement
- c. Cemetery Maintenance
- d. Hazardous Materials Response
- e. Landfill Remediation
- f. K-9 Fund
- g. American Rescue Plan Act
- h. Community Development Block Grant
- i. Seven Mile Creek Landfill
- j. Home Grant
- k. Debt Service - General Fund
- l. TID #8 (Downtown Development Area)
- m. TID #9 (Gateway Northwest Business Park Overlay)
- n. TID #10 (Confluence Project)
- o. TID #11 (Downtown)
- p. TID # 12 (Water Street)
- q. TID #13 (Cannery)
- r. TID #14 (Menomonie Street)
- s. TID #15 (Gateway Northwest)
- t. TID #16 (Shopko Plaza Development Area)

- u. TID #17 (The Sevens)
- v. Water Utility
- w. Sewer Utility
- x. Storm Water Utility
- y. Parking Fund
- z. Public Transit
- aa. Hobbs Municipal Ice Center
- bb. Fairfax Municipal Pool
- cc. Risk Management
- dd. Central Equipment
- ee. Redevelopment Authority

Thereupon a motion was offered by Council Member Johnson and seconded by Council Member Miller “to adopt the resolution.” Said motion passed by unanimous vote.

### **SPECIAL ASSESSMENTS**

The City Council considered a resolution levying special assessment charges and extending annual installments of 2025 special assessments. Thereupon a motion was offered by Council Member Serrano and seconded by Council Member Werthmann “to adopt the resolution.” Said motion passed by unanimous vote.

### **CAPITAL IMPROVEMENT PLAN**

The City Council considered a resolution appropriating the 2025 capital projects identified in the 2025 - 2029 Adopted Capital Improvement Plan for the City of Eau Claire. Thereupon a motion was offered by Council Member Brewster and seconded by Council Member Jones “to adopt the resolution.” Said motion passed by unanimous vote.

### **ISSUANCE OF BONDS AND OFFICIAL INTENT**

The City Council considered a resolution authorizing the issuance of bonds and authorizing an officer to declare official intent for federal income tax purposes. Thereupon a motion was offered by Council Member Schoen and seconded by Council Member Felton “to adopt the resolution.” Said motion passed by unanimous vote.

### **BUSINESS IMPROVEMENT DISTRICT BUDGETS**

The City Council considered a resolution approving the 2025 budgets for the Business Improvement Districts within the City of Eau Claire and authorization to levy special assessments. Thereupon a motion was offered by Council Member Anderson and seconded by Council Member Mboga “to adopt the resolution.” Said motion passed by unanimous vote.

### **WATER UTILITY RATE**

The City Council considered a resolution authorizing an application to the Wisconsin Public Service Commission for a Water Utility rate increase. Thereupon a motion was offered by Council Member Johnson and seconded by Council Member Miller “to adopt the resolution.” Said motion passed by unanimous vote.

### **SCHEDULE OF FEES & LICENSES**

The City Council considered a resolution amending the City of Eau Claire Schedule of Fees and Licenses effective January 1, 2025. Thereupon a motion was offered by Council Member Serrano and seconded by Council Member Werthmann “to adopt the resolution.” Said motion passed by unanimous vote.

### **EMPLOYMENT POLICIES**

The City Council considered a resolution amending City of Eau Claire Employment Policies. Thereupon a motion was offered by Council Member Brewster and seconded by Council Member Jones “to adopt the resolution.” Said motion passed by unanimous vote.

### **PAY PLAN AND PRACTICES**

The City Council Considered an ordinance amending the City of Eau Claire Pay Plan and Practices. Thereupon a motion was offered by Council Member Schoen and seconded by Council Member Felton “to adopt the ordinance.” Said motion passed by unanimous vote.

### **EMPLOYEE BENEFITS & LEAVES PLAN**

The City Council Considered an ordinance amending the City of Eau Claire Employee Benefits & Leaves Plan. Thereupon a motion was offered by Council Member Anderson and seconded by Council Member Mboga “to adopt the ordinance.” Said motion passed by unanimous vote.

### **TAX LEVIES & TAX RATES**

The City Council considered a resolution establishing the 2024 tax levies collectible in 2025 and setting the tax roll for all governmental units within the City of Eau Claire. Thereupon a motion was offered by Council Member Johnson and seconded by Council Member Miller “to adopt the resolution.” Said motion passed by unanimous vote.

The City Council considered a resolution levying tax rates for all taxable real and personal property in the 2024 tax roll of the City of Eau Claire located in Eau Claire and Chippewa Counties. Thereupon a motion was offered by Council Member Serrano and seconded by Council Member Werthmann “to adopt the resolution.” Said motion passed by unanimous vote.

**ADJOURNMENT**

The meeting adjourned without objection.

Adjournment: Tuesday, November 12, 2024

Time: 6:04 p.m.

ATTEST:

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Emily K. Berge  
Council President

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Kristina M. Kuzma  
City Clerk

**RESOLUTION**

**RESOLUTION GRANTING NEW BARTENDER LICENSES.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire, that the following named persons are hereby granted a license to draw, serve and sell fermented malt beverages and intoxicating liquors for the license period expiring June 30, 2026:

**Name**

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ELIJAH B. ANDERSON	KALEB C. HUSOM
KIAH M. DRUCKREY-SEXTON	ETHAN C. KLEIN
TYLER D. HAHN	MELISSA J. SMITH
NICHOLAS M. HODENA	KRYSTAL A. STROHKIRCH

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**RESOLUTION**

**RESOLUTION GRANTING A CLASS B CABARET LICENSE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire, that the following named persons and firms are hereby granted a Class B Cabaret license to Covizza LLC, d/b/a Leona's, 406 Galloway Street, Jacob Paulsrud, agent.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**RESOLUTION**

**RESOLUTION GRANTING A CLASS B FERMENTED MALT BEVERAGE LICENSE AND CLASS C WINE LICENSE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire, that the following named person and firm are hereby granted a Class B Fermented Malt Beverage license and Class C Wine license to Kin Thai Corporation, d/b/a Mueang Thai Restaurant, 2637 North Clairemont Avenue, Jenny Xiong, agent.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council is granting the license based upon the License Review Committee’s “Expectations of Licensee” section in the Committee’s report dated November 19, 2024.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**LICENSE REVIEW COMMITTEE REPORT**  
**November 19, 2024, North Conference Room, City Hall**

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Members Present: Morgan Wilbur, Legal; Nicole Kragness and Peggy O’Halloran, City-Co Health Department; Bill Youngberg, Building Inspections; Bob Haller, Fire Department; Brandon Dohms, Police Department; Ryan Petrie, Community Development; Dave Olson, Tavern League.

Members Absent: Jared Wirth, Licensing.

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**Agenda Item:** Class B Fermented Malt Beverage license and Class C Wine Only license  
Kin Thai Corporation d/b/a Mueang Thai Restaurant  
2637 N. Clairemont Avenue  
Jenny Xiong, Agent

**EXPERIENCE & KNOWLEDGE OF MANAGEMENT:** Agent, Jenny Xiong appeared on an application for both a Class B Fermented Malt Beverage license and a Class C Liquor (wine only) license. The premise currently holds a Class B Fermented Malt Beverage license.

**BUSINESS DESCRIPTION & OPERATIONAL DETAILS:** Applicant recently purchased Mueang Thai Restaurant, which is a full-service restaurant that features Thai food and would now like to offer beer and wine to patrons as a beverage option. The premise features approximately 1900 square feet and has an occupancy of 49. Hours of operation are Tuesday-Thursday 11 a.m. – 2:30 p.m., opening back up at 4:30 p.m. – 8 p.m.; Friday and Saturday 11 a.m. – 9 p.m.; and closed Sunday and Monday. There are 3 full-time staff, with plans to hire an additional 4-5 part-time employees, who will all be licensed bartenders.

Applicant’s original plan for alcohol service was to card anyone appearing under the age of 21, however, Legal reminded applicant that the best policy is to card anyone appearing under the age of 30.

Legal told applicant that it would be a requirement to send staff to attend the training on fake ID detection put on by the Health and Police Departments. The next class will take place in March, with a date yet to be determined. Legal also reminded applicant that any additional bartenders need to be City of Eau Claire licensed bartenders.

**EXPECTATIONS OF LICENSEE:**

- Ensure all alcohol is served under the supervision of a City of Eau Claire-licensed bartender
- Encourage all staff to obtain a City of Eau Claire bartender’s license, if eligible, and undergo proper training
- Monitor for alcohol distribution to those who are underage and do not serve anyone underage, even if accompanied by a parent
- Check IDs of all individuals appearing under the age of 30 prior to service of alcohol



- Follow all requirements relating to the safe handling of food and beverages
- Maintain a good working relationship with the Police Department and cooperate with the Department to provide information on request, including surveillance footage
- Send staff to ID training with the Police and Health Departments and implement ID check practices, including use of black light to detect fake IDs

The Committee does not object to the granting of this license provided the “Expectations of Licensee” and any other listed conditions and requirements are adhered to.

Form  
**AB-200**

## Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of Eau Claire
License Period	7/1/2024 - 6/30/2025

License(s) Requested: (up to two boxes may be checked)

\$100.00

- Class "A" Beer ..... \$ \_\_\_\_\_   
  Class "B" Beer ..... \$ ~~64.67~~
- "Class A" Liquor ..... \$ \_\_\_\_\_   
  "Class B" Liquor ..... \$ \_\_\_\_\_
- "Class A" Liquor (cider only) \$ \_\_\_\_\_   
  Reserve "Class B" Liquor \$ \_\_\_\_\_
- "Class C" Liquor (wine only) \$ ~~217~~ \$100.00

Fees	
License Fees	\$ 200.00
Background Check Fee	\$
Publication Fee	\$ 40
<b>Total Fees</b>	<b>\$ 240.00</b>

### Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Kin Thai Corporation			
2. Business Trade Name or DBA Mueang Thai Restaurant			
3. FEIN 99-4700389		4. Wisconsin Seller's Permit Number 456-1031818014-02	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 08/28/2024	8. Wisconsin DFI Registration Number K065125
9. Premises Address 2637 N. Clairemont Ave			
10. City Eau Claire		11. State WI	12. Zip Code 54703
13. County Eau Claire	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Eau Claire		15. Aldermanic District
16. Premises Phone (715) 514-2843	17. Premises Email mueangthaiec@gmail.com		18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. The premise is part of a strip mall located at 2637 N. Clairemont Ave in Eau Claire, WI 54703, consisting of a dining room and kitchen with total square footage of 1915. Alcohol is to be stored in beverage cooler in the dining room and will be consumed in the dining room. Related records to alcohol sales and purchases are to be kept in the dining room behind the cashier station.			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

### Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.     Yes     No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . .  Yes  No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . .  Yes  No  
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . .  Yes  No  
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

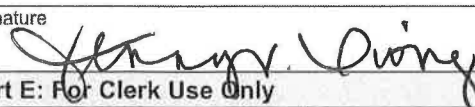
Last Name	First Name	Title	Phone
Xiong	Jenny	Owner	(715) 379-5193

**Part D: Attestation**

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Xiong		First Name Jenny		M.I. V
Title Owner		Email jennyvxiong@gmail.com		Phone (715) 379-5193
Signature 			Date 10/22/2024	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 11/11/2024	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

## Jared Wirth

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**From:** Jenny Xiong <jennyvxiong@gmail.com>  
**Sent:** Friday, October 25, 2024 2:35 AM  
**To:** Jared Wirth  
**Subject:** [EXTERNAL] Kin Thai Corporation Business Plan

Kin Thai Corporation DBA Mueang Thai Restaurant will be a 49 capacity dine-in, full service restaurant serving beer and wine.

We anticipate a full time staff count of 3 and 4-5 part time employees, with 3-4 of those being servers. There will be 1 licensed bartender to start with and plans for any servers 18 years of age and above to also complete the alcohol serving course and be licensed bartenders.

Alcoholic beverages will be sold/served by employees 18 years of age and older, under supervision of licensed bartender if employee is not licensed.

Anyone appearing to be under 21 will be asked for valid identification before being served/sold alcoholic beverages.



**APPROVED**

Form  
**AB-101**

**Alcohol Beverage  
Appointment of Agent**

Date  
10/22/2024

<b>Agent Type (check one)</b>	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) Kin Thai Corporation	
2. Business Trade Name or DBA Mueang Thai Restaurant	
3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

<b>Part B: Agent Information</b>			
1. Last Name Xiong	2. First Name Jenny	3. M.I. V	
4. Email jennyvxiong@gmail.com		5. Phone (715) 379-5193	
6. Home Address 2216 Vienna Terrace			
7. City Eau Claire	8. State WI	9. Zip Code 54703	10. Age 43
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance WI	

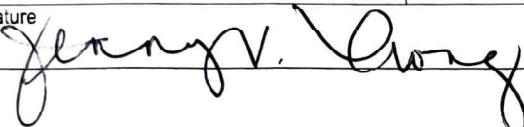
<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? ..... Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See Instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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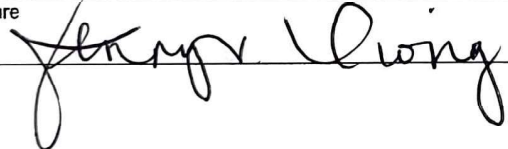
**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Xiong		First Name Jenny	M.I.
Title Owner	Email jennyvxiong@gmail.com		Phone (715) 379-5193
Signature 		Date 10/22/2024	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Xiong		First Name Jenny	M.I.
Signature 		Date 10/22/2024	

24 V.

24

## Alcohol Beverage Individual Questionnaire

Date 10/22/24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>	
1. Legal Business Name (individual name if sole proprietor) Kin Thai Corporation	
2. Business Trade Name or DBA Mueang Thai Restaurant	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization	

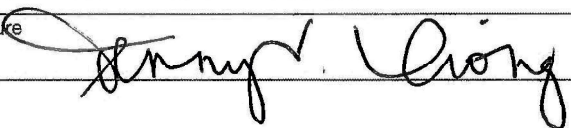
<b>Part B: Individual Information</b>			
1. Last Name Xiong	2. First Name Jenny	3. M.I. V	
4. Relationship to Business (Title) Owner	5. Email jennyvxiong@gmail.com	6. Phone (715) 379-5193	
7. Home Address 2216 Vienna Terrace			
8. City Eau Claire	9. State WI	10. Zip Code 54703	11. Date of Birth 05/26/19
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance WI	

<b>Part C: Address History</b>					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? ....			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Years 40</td> <td style="width: 30%; text-align: center;">Months</td> </tr> </table>	Years 40	Months
Years 40	Months				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1 2216 Vienna Terrace	City Eau Claire	State WI	Zip Code 54703		
Previous Address 2	City	State	Zip Code		
Previous Address 3	City	State	Zip Code		
Previous Address 4	City	State	Zip Code		
Previous Address 5	City	State	Zip Code		
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County		
State	County	State	County		

Continued →



Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 10/22/2024

**RESOLUTION**

**RESOLUTION GRANTING APPOINTMENT OF AGENT OF A COMBINATION CLASS B INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGE LICENSE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire, that the application of a Combination Class B Intoxicating Liquor and Fermented Malt Beverage license holder, Confluence Council INC, d/b/a Pablo Center at the Confluence, 128 Graham Avenue, from Heidi DesJarlais to Jesse B. Hay be approved.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**RESOLUTION**

**RESOLUTION GRANTING A CONSTRUCTION DEMOLITION DEBRIS HAULER LICENSE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire, that the following named person is hereby granted a Construction Demolition Debris Hauler license, T&R Recycling, LLC, d/b/a T&R Recycling, LLC, 13744 County Hwy OO, Chippewa Falls, WI 54729.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**RESOLUTION**

**RESOLUTION AWARDING CONTRACTS FOR PROCUREMENT NO. 2024-52,  
FURNISH VARIOUS CHEMICALS FOR WATER AND WASTEWATER  
TREATMENT.**

**BE IT RESOLVED** by the City Council of the City of Eau Claire:

That based upon the recommendation of the Purchasing Manager, a copy of which is on file in the office of the City Clerk, award of contracts to Carus Corporation of Peru, IL (Potassium Permanganate), Hawkins, Inc. of Roseville, MN (Ammonia Hydroxide, Hydrofluorosilicic Acid, Sodium Bisulfate Solution, Liquid Ferric Chloride, and Liquid Sodium Hypochlorite), Graymont (WI) LLC of Superior, WI (Hydrated Lime), and Polydyne, Inc. of Riceboro, GA (Polymer), the chemicals to be furnished in accordance with Procurement No. 2024-52, Furnish Various Chemicals for Water and Waste Water Treatment, is hereby authorized. The estimated consideration for the chemicals furnished under these contracts is \$1,326,450.50. Upon satisfactory delivery and acceptance of the chemicals furnished under such contract the Comptroller is authorized to draw upon City funds in payment.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

## CITY OF EAU CLAIRE, WISCONSIN PURCHASING DIVISION PURCHASE RECOMMENDATION

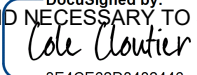
DATE : NOVEMBER 15, 2024  
 USING DEPARTMENT : COMMUNITY SERVICES  
 PROCUREMENT NUMBER : 2024-52  
 DESCRIPTION (SHORT) : FURNISH VARIOUS CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AWARD AUTHORIZATION RECOMMENDED FOR THE FOLLOWING RESPONSIVE, RESPONSIBLE BID (S):

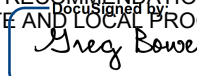
<u>VENDOR</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL COST</u>
CARUS LLC, PERU, IL POTASSIUM PERMANGANATE (180,000 LB)	\$2.86/LB	\$514,800.00 WP
GRAYMONT (WI) LLC, SUPERIOR, WI HYDRATED LIME (480 TON)	\$348.85/TON	\$167,448.00 WP
HYDRATED LIME (400 TON)	\$348.85/TON	\$139,540.00 WW
POLYDYNE, INC., RICEBORO, GA POLYMER (60,000 LB)	\$1.49/LB	\$89,400.00 WW
HAWKINS, INC., ROSEVILLE, MN AMMONIUM HYDROXIDE (27,000 LB)	\$1.05/LB	\$28,350.00 WP
HYDROFLUOROSILICIC ACID (10,000 GAL)	\$5.32/GAL	\$53,200.00 WP
SODIUM BISULFITE SOLUTION (6,000 GAL)	\$7.78/GAL	\$46,680.00 WW
LIQUID FERRIC CHLORIDE (45,000 GAL)	\$2.63/GAL	\$118,350.00 WW
LIQUID SODIUM HYPOCHLORITE (72,000 GAL)	\$1.785/GAL	\$128,520.00 WP
LIQUID SODIUM HYPOCHLORITE (22,500 GAL)	\$1.785/GAL	\$40,162.50 WW

**CERTIFICATIONS:**

THIS PROPOSED CONTRACT IS APPROPRIATE AND NECESSARY TO SUPPORT PROGRAMS AUTHORIZED BY CITY COUNCIL.

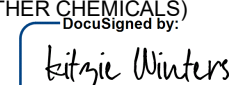
DocuSigned by:  
  
3F46E62D8462446  
 DEPARTMENT DIRECTOR

THE PROCUREMENT PROCESS LEADING TO THIS RECOMMENDATION WAS, TO THE BEST OF MY KNOWLEDGE, COMPLETED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL PROCUREMENT LAW.

DocuSigned by:  
  
8824873111211  
 PURCHASING MANAGER

PROVISIONS HAVE BEEN MADE TO PAY THE AMOUNTS THAT WILL ACCRUE UNDER THE PROPOSED CONTRACT (S).

ACCOUNT NO (S):	5042350-6472 (WWTP POLYMER ACCT)	\$89,400.00
	5042350-6469 (WWTP OTHER CHEMICALS)	\$344,732.50
	5027641-6469 (WTP OTHER CHEMICALS)	\$892,318.00

DocuSigned by:  
  
462A792D868465  
 FINANCE DIRECTOR

**SUPPLEMENTARY INFORMATION**

THE RECOMMENDED CONTRACT PROVIDES FOR THE ESTIMATED YEARLY SUPPLY OF CHEMICALS TO BE USED AT THE WATER TREATMENT PLANT AND WASTEWATER TREATMENT FACILITY DURING 2025.

**RESOLUTION**

**RESOLUTION AMENDING EDA REVOLVING LOAN FUND PLAN TO MAKE NECESSARY REFERENCES TO CARES ACT**

**WHEREAS**, the City of Eau Claire supports business redevelopment, retention, and recruitment; and

**WHEREAS**, the City currently manages economic development assistance programs created to assist local businesses with financing operations, improvements, and expansion plans that create/retain jobs and expand the local property tax base; and

**WHEREAS**, such economic development programs need to maintain a certain amount of flexibility in program allocations in order to reflect the current needs of the business community and effectively meet the goals of the City; and

**WHEREAS**, it is the best interest of the citizens of Eau Claire and furthers an important public purpose that businesses are able and encouraged to locate and expand within the community.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Eau Claire, that the City Council does hereby approve amending the EDA CARES Act Recovery Assistance Revolving Loan Fund Plan in substantially the form as submitted to make necessary references to the CARES Act.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**EDA CARES Act Recovery Assistance Revolving  
Loan Fund Plan**

**City of Eau Claire**

**Dates Approved/Amended:**

**September 10, 2024**

**January 22, 2019**

**December 11, 2012**

**October 15, 2008**

## PART I:

### REVOLVING LOAN FUND STRATEGY

#### A. ECONOMIC ADJUSTMENT OVERVIEW

This Revolving Loan Fund (RLF) will primarily strive to do five important things:

1. To create jobs within the City of Eau Claire.
2. To encourage small business start-up and development.
3. To create new tax base within the City of Eau Claire
4. To diversify and promote the economic base of the region.
5. To foster downtown business and creative economy growth.

Our RLF goals are similar to goals that are listed in the *2015 Eau Claire Comprehensive Plan*, which was adopted by the Eau Claire City Council on September 22, 2015, to guide the City's decisions about long-term growth and development through 2035. The *Eau Claire Comprehensive Plan* is set to be updated in 2025. The *Comprehensive Plan* directs the City to work cooperatively with private industry, regional economic development partners, and state and federal agencies to promote investment in projects that will create quality employment opportunities for area residents and quality tax base that supports public facilities and services. While the creation of jobs is an important aspect of the *Comprehensive Plan* as it is in our RLF plan, emphasis is also placed on diversification of the economy, and private and corporate well-being as the foundation of family security, public fiscal health, and city renewal.

The *2015 Eau Claire Comprehensive Plan* lists three goals and objectives that this RLF plan will directly address:

1. Increase household income, job opportunities, and business growth throughout the local community.

The City of Eau Claire has experienced consistent population growth as the unemployment rate has declined to about 3%. While the City also maintains a lower than average cost of living, wages and median household income have not grown at a fast enough pace to support the growth of the local economy.

The RLF will target businesses whose jobs within the City of Eau Claire are at least \$15.00 per hour. Businesses are eligible if they are either creating or retaining jobs at the wage rate or increasing the wages of employees to at least that rate as a result of the project or loan.

2. Retain existing businesses and attract new ones with appropriate benefits, incentives, information, and marketing.



Utilizing the funds available in this program to assist new and prospective businesses in providing good wage jobs will meet this stated objective, while also actively improving the quality of jobs in the community. The City of Eau Claire is the primary source for economic development assistance for businesses. The ability of businesses to avail themselves of lower costs of borrowing through this program should make it easier for them to expand or locate in the City.

3. Attract entrepreneurs to Eau Claire who are most likely to succeed at establishing new industries and adding diverse employment opportunities to the City.

Eligible business types for this RLF are manufacturing, industrial, commercial, and creative economy businesses that can meet the wage requirements for their employment opportunities. This RLF plan opens eligibility beyond traditional manufacturing or commercial businesses in part to foster the continued economic revitalization of our central business district and encourage mixed-use development in the downtown area.

## **B. BUSINESS DEVELOPMENT STRATEGY**

1. Objective: The desired outcomes of the City of Eau Claire's Economic Development Plan are higher household incomes, lower unemployment, greater job security, and increased opportunity for all.

The objective of this RLF is to support stable and expanded job opportunities at a higher wage levels across the entire City.

2. Targeted Businesses: As described in the Economic Development Plan, the City's targeted industries are food processing, technology, health care, education, finance and insurance, business and professional services, back office, plastics and rubber, metal manufacturing, printing and mailing. Industries targeted for growth include medical devices, nano-technology, software development, food production, plastic manufacturing, and computer components. There is also a focus on attracting development of innovation- and knowledge-based technology clusters, as well as creative entrepreneurial activity.

This RLF will target existing businesses or those moving to the City in the above targeted industries, as well as new small businesses in the creative economy that can meet the wage requirements of the program. The priority is for businesses with a track record of success.

3. Business Needs: Past reviews of the City's economic development strategy have identified a need for working capital in small businesses. The lack of available working capital has been a barrier to growth. Through these past work groups, the City of Eau Claire has determined that the gap in our local market is
  - a. Availability of financing for small businesses
  - b. Availability of financing for start-up companies

- c. Availability of financing for downtown businesses.
- d. Working capital funds

The experience of this and other City of Eau Claire loan programs in this low interest-rate market has also shown a need for financing at a higher loan-to-value ratio than local financial institutions.

4. Other Programs & Activities: There are three public sector loan programs in addition to this RLF:
  - a. Revolving Loan Fund (City): Similar terms to this program with less focus on the creation of jobs. Targets industrial, commercial, and service industries in business greater than 3 years.
  - b. Commercial Building Façade: A 0% interest loan program for façade projects on any commercial building in the City.
  - c. Micro Loan: Similar to the RLF (City) program at a lower maximum loan amount. Targets industrial, commercial, and service industries in business less than 3 years.

Private sector and local economic development organizations are focused primarily on addressing the workforce needs of the afore-mentioned targeted businesses. With historically low unemployment in the region, businesses are having difficulty finding workers to fill positions. A greater emphasis with these groups has been placed on the workforce pipeline from the local educational institutions to local businesses.

## C. FINANCING STRATEGY

1. Financing Needs: The financing needs and opportunities that this RLF can address is in providing working capital to small businesses; access to capital for start-up, downtown, and small businesses; and where the local capital market is not lending.
2. Local Capital Market: The local capital market sufficiently addresses the needs for established businesses with a strong track record. Private financing often breaks down where the loan-to-value threshold of a project is greater than .80. There is also a lack of private financing for working capital in capital projects, small businesses growth, and for new businesses. Private lenders are engaged with the City's programs and are members of the City's Loan Administration Board.
3. RLF Financing Niche: This RLF will finance start-ups, which are riskier due to the lack of bank financing available, along with business expansions. Working capital and loans with collateral approaching 1.00 loan-to-value are needed. (To create flexibility within the EDA RLF a 1.00 loan-to-value is not needed for collateral but, applicants must pledge available collateral to a project.)

The key to the city's future growth is in attracting creative economy and knowledge-based jobs. As recognized by leading experts, the nature of employment in the United States is changing and attracting creative people and serial entrepreneurs has become part of the city's strategy.

#### **D. FINANCING POLICIES**

1. Eligible Lending Area: The eligible lending area is limited to the City of Eau Claire.
2. Allowable Borrowers: Any manufacturing, commercial, service, and creative economy businesses (excluding restaurants) located within the Eau Claire city limits and those businesses that are in sectors targeted by the city's Economic Development Plan. Priority will be given to business retention and expansion projects. (To create flexibility within the EDA RLF restaurants are an eligible business able to apply.)
3. Allowable Lending Activities: Purchase of capital equipment, purchase of a facility, new construction, rehabilitation, reuse, and renovation of buildings, and working capital.

Overall the RLF will maintain 2:1 leverage at all times. Entrepreneurs and downtown businesses will probably require a smaller loan than existing businesses that are expanding operations.

4. Prohibited Lending Activities: (1) Acquisition of an equity position in a private business, (2) subsidizing interest payment on an existing RLF loan, (3) providing for borrowers' required equity contributions under other Federal agencies' loan programs, (4) enabling borrowers to acquire an interest in a business either through purchase of stock or acquisition of assets, unless sufficient justification is provided in the loan documentation, (5) providing RLF loans to a borrower for the purpose of investing in interest-bearing accounts, certificates of deposit, or any investment unrelated to the RLF, (6) refinancing existing debt, (7) relocation of companies located outside the Eau Claire area, or (8) any illegal activities.
5. Loan Size: The minimum RLF loan will be \$10,000 and the maximum will be \$150,000.
6. Interest Rates: The minimum interest rate that may be charged is four (4) percentage points below the lesser of the current money center prime interest rate quoted in the *Wall Street Journal*, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four (4)

percent or 75 percent of the prime interest rate listed in the *Wall Street Journal*. Direct loans may charge higher per the risk.

7. Terms: The terms of the loan will vary depending on the collateral and uses of funds. As a guide, the RLF will normally go a maximum of 10 years on real estate, 3-10 years on capital equipment (depending on the life of the asset), and 3 years on working capital loans. Short terms will be encouraged.
8. Fees: The RLF may charge origination and other fees to the maximum allowed by EDA. The City reserves the right to charge a fee if approved by the RLF Board. The fees would be used to offset administration costs, especially when businesses switch lenders and require new issuance of the loan.
9. Equity & Collateral: The City will record a lien against the collateral pledged for the loan. In some instances, the lien may be a subordinate lien. Fixed asset loans will be collateralized with the assets purchased. It is in the intent of this RLF to be as flexible as possible while staying within prudent lending policies. Any subordination of loans, principal deferments, etc., will require Board approval.

Working capital loans can be collateralized with inventory, fixtures and receivables, or anything else the RLF Board deems necessary. All loans will be secured with physical or real property with a maximum loan-to-value ratio of 1.00. Owners may be required to provide collateral external to the business.

Proper insurances such as Hazard and Key-Person will be obtained as approved by the RLF Board. Personal guarantees will be required for all owners with greater than 20% stake in the business.

10. Moratoria: Initial payment of principal may be delayed up to 18 months as approved by the RLF Board. Other loan payment deferrals will be considered on a case by case basis by the RLF Board.
11. Start-Ups: New business start-ups will be required to submit a business plan along with their application. Owners will be required to submit personal tax returns and may be required to provide collateral external to the business.
12. Working Capital: Working capital loans will be allowed. Working capital loans can be collateralized with inventory, fixtures and receivables, or anything else the RLF Board deems necessary.
13. Credit Not Otherwise Available: The RLF loan cannot be used to substitute for available private capital. Potential borrowers must demonstrate that credit is not otherwise available. The program desires to leverage bank participation. The City will accept a letter from the bank stating the RLF is necessary. In the case of direct loans, the borrower will have to provide a letter to demonstrate the bank cannot successfully invest in the project.

## **E. PORTFOLIO STANDARD AND TARGETS**

1. Target Percentages: The City of Eau Claire will target the following percentages regarding their RLF loan program:
  - a. 50% of the program will target the downtown areas as defined by the lower geographic region of the City; the remaining 50% will target upper commercial and industrial areas;
  - b. 50% for business retention and expansion, and 50% for start-ups;
  - c. 50% for fixed asset loans and 50% for working capital.
2. Private Sector Leverage: This RLF portfolio will target a ratio of two dollars in private financing for every one dollar in RLF financing.
3. Job Cost Ratio: This RLF portfolio will target one job created or retained for each \$35,000 that is loaned. The jobs created must be full-time jobs that pay at least \$15.00 per hour. Benefit-eligible positions will be encouraged. Retained jobs are those that will not continue without a loan made under this RLF.

## **F. RLF LOAN SELECTION CRITERIA**

1. Is the proposed loan and all activities consistent with the RLF Plan?
2. Does the proposed loan application capitalize on existing regional assets?
3. Will the proposed loan support and advance innovation and increase productivity in a particular industry or emerging sector of the economy?
4. Is the potential borrower part of an existing or emerging industry cluster?
5. To what extent will the project leverage private investment that would not otherwise come to fruition without the RLF's investment?
6. Will the proposed loan result in the creation or retention of higher-skilled and higher-wage jobs?

## **G. PERFORMANCE ASSESSMENT PROCESS**

1. Performance of the RLF will be evaluated by the Loan Administration Board, Economic Development Manager, and Business Assistance Specialist on an annual basis. This will occur in conjunction with the preparation of the annual report to EDA and continuously as the job creation requirements are validated.
2. The RLF Plan will be reviewed and updated by staff every five years or as needed due to changes to the Plan. The goals of the Plan will be reviewed in conjunction with above-mentioned review by staff and the Board.



## **PART II:**

### **REVOLVING LOAN FUND OPERATIONAL PROCEDURES**

#### **A. ORGANIZATION STRUCTURE**

1. Critical Operational Functions:

The evaluation of loans will be done in part by the participating lending institution and in part by City staff. For applications where credit is not available, City staff will perform the evaluation. The City's Economic Development Division maintains at least one staff member that is certified as an Economic Development Finance Professional by the National Development Council.

Marketing the RLF, identifying eligible projects, assisting businesses with the application process, credit analysis, and the evaluation of loan packaging is first the responsibility of the Business Assistance Specialist. The City's Finance Department staff is responsible for performing the loan processing, closing, and servicing. Monitoring the loans and making recommendations to the Board is the joint responsibility of the Economic Development and Finance staff.

The participating financial institution will be required to provide the RLF Board with a summary of their credit analysis on why they feel comfortable making the loan, the level of risk and collateral analysis, terms, and conditions.

If a participation loan, the financial institution will be responsible for collection of payments, including the RLF payments. By participating on a pro-rata basis, the RLF will be guaranteed its percentage of the payment even if the borrower pays less than the normal payment. The financial institution will also be expected to start all legal action on loans in default representing the RLF's interests.

2. Loan Administration Board:

Final authority for all RLF loans will rest with the Loan Administration Board. The Board is made up of no more than 11 individuals representing the community for a term of three years and appointed by the City Council. The Board includes public and private sector officials with varied backgrounds and sectors of expertise. The Board shall have members representing small business, financial institutions, accounting, attorney, and economic development resource partners.

Any policy decisions and changes to policy will be the responsibility of the Board. The Board will rely on the expertise and recommendations of City staff, including the Finance Director, the Economic Development Manager, and the City Attorney.

The Economic Development Manager serves as the advisor of the RLF Board to keep them current of the RLF Plan, including financial policies, targeting criteria, and loan selection criteria.

City staff will review submitted applications and financial statements. They will meet with the applicant and participating financial institution, if applicable, to discuss needs and possible terms. City staff will make recommendations to the Board, which has the final authority on all loans. For approval, all loans must receive a majority of votes of members present. A quorum is required for all actions and is a minimum 6 members.

3. Conflicts of Interest:

a. Definitions.

- i. An “Interested Party” is any officer, employee or member of the Eau Claire City Council, including any other parties that advise, approve, recommend or otherwise participate in the business decisions of the City, such as agents, advisors, consultants, attorneys, accountants or shareholders. An Interested Party also includes the Interested Party’s “Immediate Family” (defined as a person’s spouse or partner in a domestic relationship, parents, grandparents, siblings, children and grandchildren, but not distant relatives, such as cousins, unless the distant relative lives in the same household as the person) and other persons directly connected to the Interested Party by law or through a business arrangement.

b. Conflicts of Interest Generally.

- i. A conflict of interest generally exists when an Interested Party participates in a matter that has a direct and predictable effect on the Interested Party’s personal or financial interests or there is an appearance that an Interested Party’s objectivity in performing his or her responsibilities under the Project is impaired.
- ii. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance, services, or advice. It also could result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

c. Conflicts of Interest Rules.



- i. An Interested Party of the City of Eau Claire shall not receive, directly or indirectly, any personal or financial benefit resulting from the disbursement of RLF loans. A financial interest or benefit may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a sub award.
  - ii. The City of Eau Claire shall not lend RLF funds to an Interested Party.
  - iii. Former board members of Recipient and members of their Immediate Family shall not receive a loan from the RLF for a period of two years from the date that the board member last served on the Eau Claire City Council or Loan Administration Board.
- d. Duty to Disclose. The City must, in a timely fashion, disclose to EDA in writing any actual or potential conflict of interest. To deal with any potential conflicts of interest, the application has a section that asks whether or not the owners of the company are related by blood, marriage, law or business arrangement to any officer or employee of the grantee or any member of the grantee board or directors. The application will be reviewed by City staff as to whether or not there is a potential conflict of interest. The City Attorney will be responsible for making a ruling on any conflict of interest issue.
- e. Written Standard of Conduct.
  - i. The City maintains a Code of Conduct for the Eau Claire City Council and members of its Boards, Commissions, and Committees.
  - ii. The City's Code of Conduct governs the performance of its employees engaged in the selection, award and administration of contracts.
- f. Standard Terms and Conditions. The City also adheres to the requirements for conflicts of interest set forth at Part III of these RLF Standard Terms and Conditions, DOC Standard Terms and Conditions, Section F., Conflict of Interest, Code of Conduct and other Requirements Pertaining to DOC Financial Assistance Awards, Including Subawards and Procurements Actions, Subsection .01, Conflict of Interest and Code of Conduct.

**B. LOAN PROCESSING PROCEDURES**

- 1. Standard Loan Application Requirements.

- a. Completed Application
  - b. Financial institution commitment letter or, in the alternative, explanation on why credit is not available.
  - c. Financial statements of the business (current plus last 3 years)
  - d. Personal financial statements
  - e. Pro-form projections (start-ups)
  - f. Business Plan (start-ups)
  - g. Employment Plan
  - h. Background Check Disclosure
  - i. Federal and EDA compliance documents
2. Credit and Financial Analysis: City staff will compile credit and financial analysis documents sufficient to determine credit worthiness and financial soundness of the applicant. This will be determined through the following documents:
- a. Credit reports
  - b. Financial statements submitted
  - c. Third party independent audited financial statements
  - d. Appraisals for mortgages
  - e. Bank statements for cash
  - f. Invoices for equipment

The participating lender will be expected to present its credit analysis report to the Board. The lender will provide such analysis as standard lending ratios, ability to repay, quality of management, past credit history, reliability or pro-formas, borrower cash injection, collateral and risk analysis and suggested terms and conditions. If there is no external financial institution involved, City staff will review to determine financial soundness and make a recommendation to the Board. Business and Personal Guarantees will be required of all applicants regardless of collateral position.

3. Environmental Review: An environmental assessment will be made on each loan that involves construction or use of lands. The Board will deny any loans that will adversely impact flood plains, wetlands, historic and archeological properties, water resources or other non-renewable resources. The City of Eau Claire's Engineering Division will perform a review that will:
- a. Determine whether the project will result in a significant adverse environmental impact. The applicant may be asked to submit additional documentation as necessary to make the determination. No activity shall be financed which would result in a significant adverse environmental impact unless that impact is to be mitigated to the point of insignificance. When necessary to ensure compliance, any required mitigation shall be made part of the loan conditions.
  - b. Determine whether the project involves new above-ground development within a floodplain based on a review of the proposed development

against FEMA Flood Insurance Rate Maps. No activity shall be financed which would result in new above-ground development in a 100-year floodplain, per E.O. 11988. This determination will be made by reviewing the proposed development against FEMA Flood Insurance Rate Maps.

- c. Determine whether the project will be located within or adjacent to any wetland area. The applicant may be required to provide wetland delineation information as necessary. No activity shall be financed which would result in alternation of any wetland or in any adverse impact on any wetland without consultation with the U.S. Department of the Interior Fish and Wildlife Service and, if applicable, a Section 404 Permit with the Army Corp of Engineers shall be obtained.
- d. Notify the State Historic Preservation Officer (SHPO) of each approved loan that involves significant new construction and expansion and request and receive comments on the effect of the proposed activity on historic and archaeological resources prior to closing of the loan. In cases where SHPO has recommended actions or has determined an adverse impact/ the Recipient and loan applicant must work with the SHPO and EDA to address any issues identified before the loan is closed.

All loan applicants are required to provide information regarding whether or not there are hazardous materials such as EPA listed hazardous substances (see 40 CFR 300) leaking underground storage tanks, asbestos, p polychlorinated biphenyls (PCB) or other hazardous materials present on or adjacent to the affected property that have been improperly handled and have the potential of endangering public health. If deemed necessary, loan applicant may be required to perform or provide evidence of performance of a Phase I Site Assessment to identify possible sources of contamination/ a Phase II Site Assessment to test soil and/or groundwater samples/ and a Phase III Site Remediation involving mitigation of applicable contaminants. No activity shall be financed which involve unresolved site contamination issues. Loan applicant shall be responsible for working with the appropriate state environmental agency office to resolve any outstanding issues before any loan can be approved for the affected site.

4. Loan Write-Up. City staff will provide information to the Board in the form of a loan write-up, which may include elements provided by the private financial institution. The information in the write up shall summarize the key components of the proposed loan, including firm history, management, product, productions capability, market conditions, financing, collateral, repayment ability, consistency with the RLF's financing policy, and whether there are any environmental issues.
5. Procedures for Loan Approvals. The initial review of the loan application will be made by the Business Assistance Specialist for compliance with all policy guidelines as a recommendation to the Economic Development Manager. If in compliance, the Economic Development

and Finance staff will review the project with the lender, if any, and the Board. The lender will be expected to present its credit analysis report to the Board. The lender will provide such analysis as standard lending ratios, ability to repay, quality of management, past credit history, reliability of pro-formas, borrower cash injection, collateral and risk analysis and suggested terms and conditions. If there is no external financial institution involved, internal staff will review to determine financial soundness and make a recommendation to the Board.

The Board will consider the application and determine if it meets the criteria. The Board has the final decision on all loans, terms, and conditions. A majority vote of the current members constitutes an approval of any matter relating to a loan. The City of Eau Claire Economic Development Division is responsible for taking Board minutes and documenting motions, and providing them to the Finance Department for inclusion in the loan files. The City of Eau Claire Finance Department will contact the loan recipient to schedule a closing date.

## **C. LOAN CLOSING AND DISBURSEMENT PROCEDURES**

1. Loan Closing Documents. The City of Eau Claire Finance Department will maintain the loan files, including:
  - a. Original, signed loan application
  - b. Loan Agreement
  - c. Meeting minutes documenting the approval of the RLF loan application
  - d. Promissory note
  - e. Security agreement(s)
  - f. Deed of trust or mortgage (as applicable)
  - g. Agreement of prior lien holder (as applicable)
  - h. A signed bank “turn-down” letter demonstrating that credit is not otherwise available.
  - i. Statement of Non-Relocation
  
2. Loan Agreement Provisions.
  - a. In the case of bank participation, the RLF loan funds will be dispersed by the bank and payments will be made to the lender. In the event of a direct loan, the City’s Finance Department receives invoices for equipment purchased or closing documents. The purpose of each loan is clearly stated on the loan agreement.
  
  - b. All RLF loan documents and procedures hold the Federal government harmless from and against all liabilities that the Federal government incur as a result of providing an RLF Grant to assist directly or indirectly in site preparation or construction, as well as the direct or indirect renovation of repair of any facility or site.

- c. The RLF loan will state that all recipients must comply with the Federal statutory and regulatory requirements that apply to activities carried out with RLF loans. The Economic Development Manager is expected to review compliances and to note the findings in the loan file. If a violation is found, a letter from the business of corrective action, approved by the RLF Board, must be placed in the file. The RLF Board may decide to call the loan due and payable.
3. Loan Disbursement: Borrowers may be required to submit invoices for equipment purchased or participate in closing statements.

#### **D. LOAN SERVICING PROCEDURES**

1. Repayment. If a participation loan, the lender will be responsible for collection of RLF payments and sending them to the City Treasurer. For all loans, the City Treasurer will record all payments on a provided amortization schedule. The Treasurer will report all payments to the City Finance Director. The City Finance Director will make a monthly loan report available to the Economic Development Manager who will monitor the payments for the RLF Board.

The Finance Director will be responsible for setting up a separate RLF account and will handle all disbursements and receipt of funds. The Finance Director will keep a monthly status of RLF funds and will provide a copy to the City Manager and Economic Development Manager.

2. Monitoring. The Economic Development Manager will be responsible for compliance with the EDA's reporting requirements. The Economic Development Manager and/or the Finance Director will monitor loan conditions including required procedures for financial statements, annual insurance renewals, UCC refilling, borrower site visiting, tickler files, and any Federal requirements of the grant award.
3. Loan Files. The safekeeping of loan documents will be handled by maintaining all files electronically by the Finance Department. All electronic files are backed up at an off-site location for redundancy purposes.
  - a. The City of Eau Claire shall maintain Closed Loan files and all related documents, books of account, computer data files and other records over the term of the Closed Loan and for a three year period from the date of final disposition of such Closed Loan.
  - b. This should include the application, closing documents, copy of private lender loan agreement, financial statements, annual insurance certifications, annual site visit reports, general correspondence, and job reports.

4. Job Creation: Each individual borrower will be monitored for job creation every year on the anniversary of their loan by the Business Assistance Specialist. On-site audits of payroll will take place if necessary.
5. Defaulted Loans: The RLF delinquency and default policies will closely follow those of the participating lender and state law. If payments are missed, the lender or Economic Development Manager will determine why and what problems and solutions are involved. The RLF Board will be apprised of legal action being taken, every effort will be made to resolve the problem and keep the business operating. Only after this is done and the RLF's and lender's funds appear to be at great risk will legal action be taken with the RLF Board's approval. Every effort to minimize RLF losses will be made and immediate contact will be made within 10 days after a payment is missed.

The following are the priority of payments on defaulted RLF loans:

- a. First, towards any costs of collection.
  - b. Second, towards outstanding penalties and fees.
  - c. Third, towards any accrued interest to the extent due and payable.
  - d. Fourth, towards any outstanding principal balance.
6. Write-Offs. Determination that a loan is not collectible will be made through a combined effort of the Economic Development Manager and Finance Director through contacts via phone and email, along with personal visits to the business. Upon determining the loan write-off, the Economic Development Manager and/or Finance Director will consult the City Attorney and begin to draw on the collateral.

## **E. ADMINISTRATIVE PROCEDURES**

1. New RLF's. The City of Eau Claire accounts for the loan fund in total. The City made a cash contribution to the fund in 1991/1992.
2. Accounting. The strategy for managing the RLF is to make good loans that will repay the principal and interest so that other businesses will be able to receive loans in the future. Our track record shows great success with the loans that have been issued by the board. The shortest-term possible will be given to borrowers without sacrificing ability to repay.

The City's policy on uncommitted funds will be to invest the funds in either state investment pools or in treasuries or government agencies securities. The RLF will have a separate account from other city funds and a separate analysis and auditing procedures will track the loans and investments of uncommitted funds.

The City of Eau Claire will ensure that the RLF is operating in accordance with Generally Accepted Accounting Principles (GAAP).

3. Administrative Costs. The City of Eau Claire will use up to 50% of the interest income or the maximum allowed by RLF whichever is greater from RLF loans for administrative costs.

The City of Eau Claire has specific accounts set up to track administrative expenses. Time sheets are used to determine percentage of time spent on projects and charged out to the specific account.

4. Allowable Cash Percentage. EDA shall notify each RLF recipient by January 1 of each year of the Allowable Cash Percentage that is applicable to lending during the Recipient's ensuing fiscal year. The City will manage their repayment and lending schedules so that at all times as to not exceed the Allowable Cash Percentage.
5. EDA Reporting. The City of Eau Claire will comply with the EDA requirements to submit financial reports at a frequency determined by EDA, based upon the City's fiscal year-end. The Business Assistance Specialist and Finance Staff will be responsible for completing and filing the reports.
6. Audits. The City is required to submit an annual audit of the RLF in accordance with Uniform Guidance 2 CFR Part 200 Subpart F. The RLF must be shown on the Schedule of Federal Expenditures.

# **BUSINESS AGENDA**



**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Resolution canceling the City Council meetings scheduled for December 23 and 24, 2024.

**SUMMARY / BACKGROUND**

It is proposed that the Monday, December 23, 2024, and Tuesday, December 24, 2024, City Council meetings be canceled.

**ACTION / ATTACHMENTS**

**Action:** Resolution

**Attachments:** Resolution

**RESOLUTION**

**RESOLUTION CANCELING THE CITY COUNCIL MEETINGS SCHEDULED FOR DECEMBER 23 & 24, 2024.**

**BE IT RESOLVED** by the City Council of the City of Eau Claire that the City Council meetings scheduled for Monday, December 23, 2024, and Tuesday, December 24, 2024, are hereby canceled. Said cancellation is made pursuant to the provisions of Section 2.08.010 of the City Code of Ordinances.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**CITY COUNCIL**  
**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Resolution authorizing the City Manager to execute a collective bargaining agreement between the City of Eau Claire and Professional Police Officer’s Association, Local 9.

**SUMMARY / BACKGROUND**

A tentative agreement has been reached between the City of Eau Claire and Professional Police Officer’s Association, Local 9, for a successor collective bargaining agreement as follows:

- Two-year term (2025-2026).
- Total wage increase of 8.5% over two years:
  - 3.25% effective January 1, 2025 (1.25% ATB & 2% lift)
  - 1.75% effective July 1, 2025 (1.25% ATB & .50% lift)
  - 2.25% effective January 1, 2026 (1.25% ATB and 1% lift)
  - 1.25% ATB effective July 1, 2026.
- Adds language that payroll practices are to be consistent with City payroll practices.
- Changes payback hours to be completed by December 1 each year instead of December 31.
- Adds physical fitness program which incentivizes physical fitness and allows participating officers to earn two days of leave for the following year.
- Changes the deferred compensation contribution employees receive if they decline health insurance offered by the City to a cash payment to meet federal tax law. The employee may still elect to contribute the cash to a deferred compensation plan.
- Changes the comp time earning period and payout date so that the City can meet WRS regulations which require that comp time be paid out in the year it is earned.
- Updates vacation rates to provide one week vacation on hire and accelerates the timeframe vacation is earned.
- Adds Training Officer Pay in the amount of \$2 per hour for Police Training Officers while actively training as assigned.

The City was informed on November 5, 2024 that Local 9 ratified the collective bargaining agreement on these terms.

**ATTACHMENTS**

**Action:** Resolution

**Attachments:** Resolution  
Local 9 Tentative Agreement

**RESOLUTION**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EAU CLAIRE AND EAU CLAIRE PROFESSIONAL POLICE OFFICER’S ASSOCIATION, LOCAL 9.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Eau Claire that the City Council does hereby approve a collective bargaining agreement with Eau Claire Professional Police Officer’s Association, Local 9, in accordance with the terms and conditions agreed to by and between the Union and the City's bargaining team, in substantially the form as contained in the documents on file in the office of the Director of Human Resources and made a part hereof by reference; and

**BE IT FURTHER RESOLVED** that the City Manager and City Clerk be and are hereby authorized to execute an appropriate agreement on behalf of the City of Eau Claire in connection therewith.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

**Tentative Agreement**  
**For a successor to the**  
**CITY OF EAU CLAIRE**  
**And the**  
**EAU CLAIRE PROFESSIONAL POLICE OFFICER'S ASSOCIATION**  
**January 1, 2025 – December 31, 2026**  
**Agreement**

Additions are indicated by underlining;  
Deletions are indicated by ~~strikeout~~;  
\* (asterisk) indicates conceptual proposal;  
*italics* indicates explanation or reason.

**The City reserves the right to add, modify, or delete proposals throughout the course of the negotiations.**

**The following a joint recommendation of the City and Local 9 bargaining teams and is subject to ratification and approvals by membership and the Eau Claire City Council.**

**1. Article 4 – Wages and Salaries**

Section 4.01 – Wage Schedule. The City shall provide wages in accordance with Appendix A.

Wages will increase by the following:

2025

One and one-quarter percent	(1.25%) on January 1, 2025
And a one-time Two percent	(2.0%) on January 1, 2025
One and one-quarter percent	(1.25%) on July 1, 2025
And a one-time one-half percent	(0.50%) on July 1, 2025

2026

One and one-quarter percent	(1.25%) on January 1, 2026
And a one-time One percent	(1.0%) on January 1, 2026
One and one-quarter percent	(1.25%) on July 1, 2026

Wage adjustments for all positions and steps within Appendix A effective the dates noted.

**2. Article 21 – Agreement**

Section 21.01 Duration.

The terms of this Agreement shall become effective on the 1<sup>st</sup> day of January, 2025 and this Agreement shall terminate at the close of business on the 31<sup>st</sup> day of December, 2026. In the event an agreement is not reached for renewal of the contract by that date, the existing terms of this Agreement shall continue in full effect and force until a successor Agreement has been reached.

**3. Article 4 – Pay Practices**

Amend Article 4 – Wages and Salaries and specifically Section 4.01 Wage Schedule with the following underlined clause, except as so amended all other language in the Section to remain unchanged:

“All employees shall be paid bi-weekly through a direct deposit payroll system utilizing not more than two (2) financial institutions. Pay practices shall follow state and federal laws and regulations, and, unless expressly modified herein, shall further be consistent with City payroll practices for City employees.”

#### **4. Article 5 – Payback Hours**

Amend Article 5 – Hours of Work and specifically Section 5.065 Payback Time/Procedure Patrol Division A 1. with the following date change to complete Payback hours by December 1, except as so amended, all other language in the Section to remain unchanged:

In order for officers to complete 2007.5 work hours in a year (with the 4-4, 4-4 schedule), each patrol officer shall work an additional 91.25 hours, in addition to the 4-4, 4-4 base schedule, between the dates of January 1 and December ~~1~~ 31 of each year (“Payback Time”).

#### **5. Article 11 – Physical Fitness Hours / Additional Leave**

Amend Article 11 – Leaves to create Section 11.09 Physical Fitness Hours as follows:

Officers who complete at least four (4) sessions of qualifying physical fitness as described below per month during all twelve (12) months of the full calendar year shall receive two (2) additional days of paid leave for use within the following calendar year. Any Fitness Leave earned by an officer must be used within the year received or lost without compensation as Fitness Leave is a conditional flexible leave benefit without cash value during or at the conclusion of employment. Qualifying physical fitness session shall be one of the following:

- a. 30 minutes of physical exercise in the Department’s physical fitness area with or approved by a Department supervisor or trainer; or
- b. 60 minutes participation in Department designated and sponsored defense tactics, wellness or other self-improvement training.

The exercise or training sessions can be on-duty if approved by a supervisor at supervisory discretion and Department operational needs; or, if off-duty, are not compensable time as such sessions are optional personal fitness and wellness opportunities for the employee. Officers who miss up to one (1) session in a month may continue to qualify provided the session is made up the following month. Otherwise, all sessions in all months in the calendar year must be met to receive the two (2) additional days of leave, there is no partial credit under this voluntary program.

#### **6. Contractual Language Updates or Clean Up Matters**

A. Amend Article 5 – Hours of Work and specifically Section 5.08 Team Vacancies / Call-in Procedure TRT to recognize the current naming protocol of the tactical team to charge “TRT” where it appears in this section to “Regional SWAT Team.”

B. Delete Section 5.03 Professional Standards Bureau as repetitive of work schedule now covered under Section 5.02.

C. Amend Article 10 I Insurance and specifically Section 10.02 E. to meet Federal tax law and accuracy on current plan providers as follows: .... “electing not to receive City offered health

insurance will be eligible for \$150.00 per month cash payment that may be contributed by the employee to any Roth or other deferred compensation plan offered by the City.” (rest unchanged)

**7. Overtime Pay Comp Time Changes**

A. Amend Section 6.06 to have matching language in the second to last sentences in both paragraphs as follows: “The maximum amount of compensatory time which may be accumulated at any one time in one year between January 1 through December 1 shall be 42 hours, which shall be used or paid out as wages prior to the last full pay period of that calendar year.”

**8. Vacations**

Conditioned on acceptance of all the above and to reach a mutual agreement on a Successor Agreement between the City and Local 9, the City will accept in part Local 9’s request for additional vacation benefits introduced in its Second Proposal by agreeing to amend Article 8 Vacations and specifically Section 8.01 – Amount to accelerate vacation accrual as follows:

“All employees shall receive the following hours of paid vacation based on their years of service:

Start of employment up to 1 year of service	82.50 hours
Upon 1 year of service – 5 years	123.75 hours
Upon 5 years of service – 9 years	140.25 hours
Upon 9 years of service – 12 years	165.00 hours
Upon 12 years of service – 15 years	181.50 hours
Upon 15 years of service and more	206.25 hours”

The remainder of Section 8.01 and Article 8 to remain unchanged.

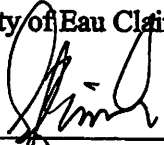
**9. Training Officer Pay**

Amend Article 4 – Wages and Salaries to create Section 4.03 – Training Officer Pay. Officers acting in a position of Police Training Officer (“PTO”) shall receive an additional \$2.00 per hour for those hours spent actively training as assigned and approved by the Chief.



Dated this 18 day of November, 2024.

City of Eau Claire



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City Attorney, Stephen C. Nick

Eau Claire Professional Police Officers Association  
Local No. 9



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President, Justin Greuel

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Resolution authorizing the issuance and sale of up to \$16,395,208 Waterworks System Revenue Bonds, Series 2024, and providing for other details and covenants with respect thereto.

<b>SUMMARY / BACKGROUND</b>
<p>The City of Eau Claire applied for funding through the Safe Drinking Water Loan Program for the construction of a new PFAS removal facility adjacent to our existing water treatment plant.</p> <p>The enclosed resolution authorizes the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Safe Drinking Water Loan program.</p>

<b>ACTION/ATTACHMENTS</b>
<p><b>Action:</b> Resolution</p> <p><b>Attachments:</b> Resolution Copy of Financial Assistance Agreement</p>

## RESOLUTION

### **RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$16,395,208 WATERWORKS SYSTEM REVENUE BONDS, SERIES 2024, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.**

WHEREAS, the City of Eau Claire, Eau Claire and Chippewa Counties, Wisconsin (the "Municipality") owns and operates a waterworks system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on May 11, 2020 (the "2020 Resolution"), the Municipality has heretofore issued its Waterworks System Revenue Bonds, Series 2020, dated May 27, 2020 (the "2020 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 27, 2023 (the "2023A Resolution"), the Municipality has heretofore issued its Waterworks System Revenue Bonds, Series 2023A, dated July 18, 2023 (the "2023A Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2020 Bonds and the 2023A Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2020 Resolution and the 2023A Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5449-09 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2023-0832 and dated January 10, 2024 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell waterworks system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$16,395,208 Waterworks System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Waterworks System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the City Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from waterworks charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;
- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Eau Claire, Eau Claire and Chippewa Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2020 Bonds and the 2023A Bonds, collectively;

(p) "Prior Resolutions" means the 2020 Resolution and the 2023A Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire waterworks system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such waterworks system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2020 Bonds" means the Municipality's Waterworks System Revenue Bonds, Series 2020, dated May 27, 2020;

(u) "2020 Resolution" means a resolution adopted by the Governing Body on May 11, 2020 authorizing the issuance of the 2020 Bonds;

(v) "2023A Bonds" means the Municipality's Waterworks System Revenue Bonds, Series 2023A, dated July 18, 2023; and

(w) "2023A Resolution" means a resolution adopted by the Governing Body on June 27, 2023 authorizing the issuance of the 2023A Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$16,395,208; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan

Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Waterworks System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.200% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to optional redemption prior to maturity except as provided in the Financial Assistance Agreement but shall be subject to mandatory redemption as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the City Manager and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby

pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2020 Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Waterworks Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Waterworks Utility Operation and Maintenance Account (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Waterworks System Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (d) Reserve Account (the "Reserve Account"), which is hereby continued within the Debt Service Fund and which shall be used for the payment of the principal and interest on the 2023A Bonds and any Parity Bonds secured by the Reserve Account at any time when there shall be insufficient money in the Debt Service Fund for said purpose. The Reserve Account does not secure the principal of or interest on the 2020 Bonds or the Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the 2020 Bonds or the Bonds.
- (e) Water Utility Renewal and Replacement Account (the "Depreciation Fund"), which may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund not required during the current Fiscal Year for purposes of the Depreciation Fund, may be transferred to the Surplus Fund.
- (f) Water Utility Surplus Fund (the "Surplus Fund"), which shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System or for any other lawful purpose.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred

monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Reserve Account, only at such times that the amount on deposit is not equal to the Reserve Requirement (as defined in the 2023A Resolution), an amount equal to one-twelfth of the Reserve Requirement until the amount accumulated in the Reserve Account (after giving effect to amounts on deposit or in the Reserve Account, from any investment earnings or any other source) equals the Reserve Requirement;
- (d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to meet the Reserve Requirement.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be



deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Waterworks System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing waterworks services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$16,395,208 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Waterworks System SDWLP Project Fund." The Waterworks System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Waterworks System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the

Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
EAU CLAIRE AND CHIPPEWA COUNTIES  
CITY OF EAU CLAIRE

REGISTERED  
\$ \_\_\_\_\_

WATERWORKS SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

Date of  
Original Issue

May 1, 2044

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Eau Claire, Eau Claire and Chippewa Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.200% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 200/1000ths percent (2.200%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall be redeemable prior to its maturity as provided in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Waterworks System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted November 26, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$16,395,208 Waterworks System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Waterworks System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Waterworks System Revenue Bonds, Series 2020, dated May 27, 2020 and Waterworks System Revenue Bonds, Series 2023A, dated July 18, 2023, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

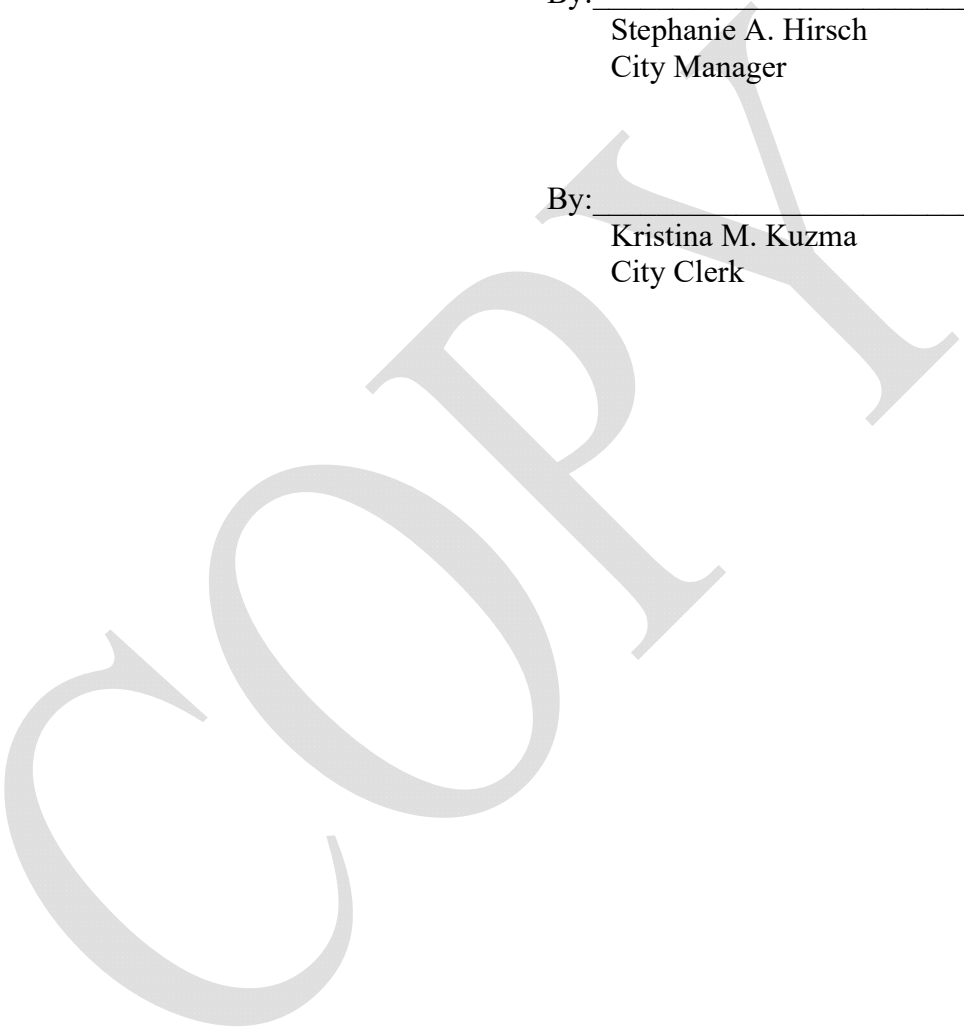
IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF EAU CLAIRE,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Stephanie A. Hirsch  
City Manager

By: \_\_\_\_\_  
Kristina M. Kuzma  
City Clerk





(Form of Assignment)

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

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Signature(s) guaranteed by

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SCHEDULE A

\$16,395,208

CITY OF EAU CLAIRE, WISCONSIN  
WATERWORKS SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2026	\$ 704,408.65
May 1, 2027	719,905.64
May 1, 2028	735,743.56
May 1, 2029	751,929.92
May 1, 2030	768,472.38
May 1, 2031	785,378.77
May 1, 2032	802,657.10
May 1, 2033	820,315.56
May 1, 2034	838,362.50
May 1, 2035	856,806.48
May 1, 2036	875,656.22
May 1, 2037	894,920.66
May 1, 2038	914,608.91
May 1, 2039	934,730.31
May 1, 2040	955,294.37
May 1, 2041	976,310.85
May 1, 2042	997,789.69
May 1, 2043	1,019,741.06
May 1, 2044	1,042,175.37

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 10/24  
BIL Emerging Contaminants

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF EAU CLAIRE

---

\$19,895,208 With up to \$3,500,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

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Dated as of December 11, 2024

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 18221  
Safe Drinking Water Loan Program Project No. 5449-09

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated December 11, 2024, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Eau Claire, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2023, for financial assistance under the Statute.

"Bipartisan Infrastructure Law" or "BIL" means the federal Infrastructure Investment and Jobs Act signed into law on November 15, 2021.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"Emerging Contaminant" means (i) any pollutant that is a perfluoroalkyl or polyfluoroalkyl substance (PFAS) or any [other] pollutant identified by the EPA administrator as a contaminant of emerging concern or (ii) a substance or microorganism, including a manufactured or naturally occurring physical, chemical, biological, radiological, or nuclear material, which is known or anticipated in the environment, that may pose a newly identified or re-emerging risk to human health, aquatic life, or the environment.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.



"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Eau Claire, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$11,174,785 Waterworks System Revenue Bonds, Series 2020, dated May 27, 2020; its \$7,040,000 Waterworks System Revenue Bonds, Series 2023A, dated July

18, 2023; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution

“Plans and Specifications” means the Project design plans and specifications assigned No. W-2023-0832, approved by DNR on January 10, 2024, as the same may be amended or modified from time to time in accordance with this FAA.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$3,500,000. This includes \$0 of general principal forgiveness and \$3,500,000 of BIL Emerging Contaminant principal forgiveness. The applicable percentage of principal forgiveness for this Project, as shown on the BIL-Emerging Contaminant Final Funding List, is 50%.

“Program Resolution” means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress Payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned SDWLP Project No. 5449-09 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

“Project Costs” means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

“Regulations” means the Act; the BIL; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

“Responsible Party” means an entity found to have caused contamination of the water supply of the Municipality and may be liable for paying for a portion of the remediation or cleanup of the land, water source, or facility that is contaminated.

“SDWLP” means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

“Servicing Fee” means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

“State” means the State of Wisconsin.

“Statute” means ss. 281.59 and 281.61, Wis. Stats., as amended.

“Substantial Completion” means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

“Trustee” means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

“User Fees” means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

“Water Diversion Permit” means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

“Water Rates” means a charge or system of charges levied on users of a water system for the user’s proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

“Water Systems” means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term “hereafter” means after and the term “heretofore” means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened in writing against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2024 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$16,395,208 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened in

writing against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA. However, If the Municipality receives a settlement from a Responsible Party for a portion of the costs of the Project, the costs covered under the settlement shall be deemed ineligible for SDWLP financial assistance.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and will remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is March 4, 2026.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting with DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$19,895,208 with Principal Forgiveness of \$3,500,000 for payment of Project Costs.

### ARTICLE III LOAN PROVISIONS

#### Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$16,395,208. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 200/1000ths percent (2.200%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$3,500,000; and third, if the Principal

Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp> [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on December 11, 2024. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Redemption of Municipal Obligations

(a) Optional Redemption: Municipal Obligations may not be optionally prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.

(b) Mandatory Redemption: The Municipality shall prepay the Municipal Obligations, on the next succeeding May 1 or November 1, (i) with any settlements received from any third party relating to the design or construction of the Project or (ii) from payments received by Responsible Parties to the extent that the SDWLP decides to use such amounts for Loan prepayments pursuant to Section 3.05(d)(2).

(c) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds pursuant to this Section 3.04. Such costs and expenses may include any



prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise directed by the SDWLP.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding, including for costs for which settlement payments from a Responsible Party are received by the Municipality after execution of this FAA, or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding, including for costs for which settlement payments from a Responsible Party are received by the Municipality after execution of this FAA, or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as (i) a Loan prepayment or (ii) a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied); to the extent the SDWLP applies such amounts as a Loan Repayment, the Municipal Obligations shall be subject to mandatory prepayment pursuant to Section 3.04(b).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

#### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto,

subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA; and
- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds

of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial

statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to

repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates

(a) The Municipality agrees to diligently pursue and collect any potential refunds, rebates, credits or settlements from Responsible Parties and authorizes the DNR and/or DOA to choose, at its option, to do so on its behalf.

(b) The Municipality agrees to notify the SDWLP and pay any refunds, rebates, credits, settlements from Responsible Parties, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP.

(c) The SDWLP shall not provide funding to relieve any Responsible Party of any obligation determined in a legal settlement related to the Project, the project site, or contamination of water that is a cause for taking up the Project.

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.



Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at [DOAEIF@WISCONSIN.GOV](mailto:DOAEIF@WISCONSIN.GOV) as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

Section 5.25. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF EAU CLAIRE  
203 SOUTH FARWELL STREET  
EAU CLAIRE WI 54702-5148

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and

agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF EAU CLAIRE

By: \_\_\_\_\_  
Stephanie A. Hirsch  
City Manager

Attest: \_\_\_\_\_  
Kristina M. Kuzma  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF EAU CLAIRE  
SDWLP Project No. 5449-09

	Total Project Costs	Ineligible Costs	Eligible SDWLP Costs Paid by ARPA Grant Funding	SDWLP Total Award Amount for this Project
Force Account	0	0	0	0
Interim Financing	0	0	0	0
Preliminary Engineering	922,000	0	96,000	826,000
Land or Easement Acquisition	0	0	0	0
Engineering/Construction Mgmt.	904,000	0	904,000	0
Construction/Equipment	19,867,263	1,581,851	0	18,285,412
Contingency	755,796	0	0	755,796
Miscellaneous Costs	0	0	0	0
SDWLP Closing Costs	28,000	0	0	28,000
<b>TOTAL</b>	<b>\$22,477,059</b>	<b>\$1,581,851</b>	<b>\$1,000,000</b>	<b>\$19,895,208</b>
<b>Principal Forgiveness Amount (A)</b>				<b>\$3,500,000</b>
<b>Net SDWLP Loan Amount</b>				<b>\$16,395,208</b>

A = BIL-Emerging Contaminant Principal Forgiveness is calculated and awarded up to 50% of the total SDWLP Principal Forgiveness Eligible Costs for this Project, up to \$3,500,000. No general Principal Forgiveness is being awarded through this agreement.

**The City of Eau Claire, Wisconsin**

**Exhibit B**

Project # 5449-09 Safe Drinking Water Loan Program

Loan Closing Date:

**December 11, 2024**

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-25	0.00	2.200%	140,270.11	140,270.11	140,270.11	0.00
1-Nov-25	0.00	2.200%	180,347.29	180,347.29	0.00	320,617.40
1-May-26	704,408.65	2.200%	180,347.29	884,755.94	1,065,103.23	0.00
1-Nov-26	0.00	2.200%	172,598.79	172,598.79	0.00	1,057,354.73
1-May-27	719,905.64	2.200%	172,598.79	892,504.43	1,065,103.22	0.00
1-Nov-27	0.00	2.200%	164,679.83	164,679.83	0.00	1,057,184.26
1-May-28	735,743.56	2.200%	164,679.83	900,423.39	1,065,103.22	0.00
1-Nov-28	0.00	2.200%	156,586.65	156,586.65	0.00	1,057,010.04
1-May-29	751,929.92	2.200%	156,586.65	908,516.57	1,065,103.22	0.00
1-Nov-29	0.00	2.200%	148,315.42	148,315.42	0.00	1,056,831.99
1-May-30	768,472.38	2.200%	148,315.42	916,787.80	1,065,103.22	0.00
1-Nov-30	0.00	2.200%	139,862.23	139,862.23	0.00	1,056,650.03
1-May-31	785,378.77	2.200%	139,862.23	925,241.00	1,065,103.23	0.00
1-Nov-31	0.00	2.200%	131,223.06	131,223.06	0.00	1,056,464.06
1-May-32	802,657.10	2.200%	131,223.06	933,880.16	1,065,103.22	0.00
1-Nov-32	0.00	2.200%	122,393.83	122,393.83	0.00	1,056,273.99
1-May-33	820,315.56	2.200%	122,393.83	942,709.39	1,065,103.22	0.00
1-Nov-33	0.00	2.200%	113,370.36	113,370.36	0.00	1,056,079.75
1-May-34	838,362.50	2.200%	113,370.36	951,732.86	1,065,103.22	0.00
1-Nov-34	0.00	2.200%	104,148.37	104,148.37	0.00	1,055,881.23
1-May-35	856,806.48	2.200%	104,148.37	960,954.85	1,065,103.22	0.00
1-Nov-35	0.00	2.200%	94,723.50	94,723.50	0.00	1,055,678.35
1-May-36	875,656.22	2.200%	94,723.50	970,379.72	1,065,103.22	0.00
1-Nov-36	0.00	2.200%	85,091.28	85,091.28	0.00	1,055,471.00
1-May-37	894,920.66	2.200%	85,091.28	980,011.94	1,065,103.22	0.00
1-Nov-37	0.00	2.200%	75,247.16	75,247.16	0.00	1,055,259.10
1-May-38	914,608.91	2.200%	75,247.16	989,856.07	1,065,103.23	0.00
1-Nov-38	0.00	2.200%	65,186.46	65,186.46	0.00	1,055,042.53
1-May-39	934,730.31	2.200%	65,186.46	999,916.77	1,065,103.23	0.00
1-Nov-39	0.00	2.200%	54,904.42	54,904.42	0.00	1,054,821.19
1-May-40	955,294.37	2.200%	54,904.42	1,010,198.79	1,065,103.21	0.00
1-Nov-40	0.00	2.200%	44,396.19	44,396.19	0.00	1,054,594.98
1-May-41	976,310.85	2.200%	44,396.19	1,020,707.04	1,065,103.23	0.00
1-Nov-41	0.00	2.200%	33,656.77	33,656.77	0.00	1,054,363.81
1-May-42	997,789.69	2.200%	33,656.77	1,031,446.46	1,065,103.23	0.00
1-Nov-42	0.00	2.200%	22,681.08	22,681.08	0.00	1,054,127.54
1-May-43	1,019,741.06	2.200%	22,681.08	1,042,422.14	1,065,103.22	0.00
1-Nov-43	0.00	2.200%	11,463.93	11,463.93	0.00	1,053,886.07
1-May-44	1,042,175.37	2.200%	11,463.93	1,053,639.30	1,065,103.23	1,053,639.30
Totals	16,395,208.00		3,982,023.35	20,377,231.35	20,377,231.35	20,377,231.35

Net Interest Rate 2.2000%  
 Bond Years 181,001.0638  
 Average Life 11.0399

The above schedule assumes full disbursement of the loan on the loan closing date.

12-Nov-24 Wisconsin Department of Administration

### Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

#### Available Report

Auditor Verification Report

#### Information Provided

Information commonly requested by municipal auditors. Available for completed calendar years.

Loan Account History

Loan disbursements, principal payments, and loan balance.

Loan Payment Schedule

Future principal and interest payments for disbursements.

Payment History

Past principal and interest payments.

Disbursement History

Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due

November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov). The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Eau Claire (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5449-09 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5449-09 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_



EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.



## EXHIBIT F

### PROJECT MANAGER SUMMARY PAGE

CITY OF EAU CLAIRE  
SDWLP Project No. 5449-09

1. **Project Description:** The Project includes the construction of a new water treatment facility adjacent to the Municipality's existing central Water Treatment Plant (WTP) for removal of per-and polyfluoroalkyl substances (PFAS). The new treatment facility will use ion exchange technology and will include the installation of pre-PFAS filtration bag filter vessels and PFAS filtration vessels.  
  
If the Municipality receives any settlements from a Responsible Party for contamination remediation or cleanup related to the Project, the costs covered by the settlement shall not be funded with SDWLP financial assistance.
2. **Ineligible Costs:** Costs related to the modifications of the chemical feed and storage rooms, as well as costs related to the raw water meter chamber, are not eligible for BIL EC funding. These costs would be eligible under the base SDWLP, but the Municipality has elected to not request costs for these components under that program.
3. **Other Funding Sources:** An American Rescue Plan Act (ARPA) award in the amount of \$1,000,000 will be used to cover engineering costs related to this Project. A congressionally-directed spending award will be used to pay for ineligible Project costs related to the modifications to the chemical feed storage and treatment room in the amount of \$1,152,252. Internal funding in the amount of \$429,599 will be used for ineligible Project costs for the construction of the raw water meter chamber.
4. **Miscellaneous Costs:** No miscellaneous costs are associated with this Project
5. **Contingency Allowance:** The Contingency allowance of \$755,796 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **DBE Good Faith Effort:** The Municipality and its contractors made good faith efforts to solicit for disadvantaged business enterprises (DBE). No DBEs are conducting work on this Project.
7. **Green Project Reserve:** No GPR elements were identified during the review of this Project.
8. **Build America, Buy America and American Iron and Steel:** This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. **Environmental Review:** It was determined through an environmental assessment that this Project will result in Categorical Exclusion with the requirement and recommendation that a construction site storm water permit may be required if the contiguous Project area exceeds one acre. Some Project areas are within 300 feet of waterways, so erosion guidance is required in those areas. Guidance provided in the environmental review assessment on Karner blue butterfly habitat and bald eagle nesting habitat should be reviewed.
10. **Principal Forgiveness:** The Municipality is eligible to receive BIL Emerging Contaminants Principal Forgiveness for this Project in an amount of up to 50% of the FAA amount, up to a cap of \$3,500,000, as indicated on the State Fiscal Year 2024 SDWLP Funding List. The SDWLP awards \$3,500,000 in

BIL Emerging Contaminants Principal Forgiveness for the Project through this FAA. The SDWLP will process all disbursements at a rate of 50% Principal Forgiveness, up to the maximum of \$3,500,000.

11. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

## EXHIBIT G

### LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Resolution authorizing the Fire Department to accept grant monies from the Wisconsin Division of Emergency Management (WEM) for the purchase of hazardous materials detection equipment - *because this item amends the budget, a 2/3 vote of the elected members, or 8 affirmative votes, is required for adoption.*

**SUMMARY / BACKGROUND**

The \$82,204.05 in grant monies will be used to purchase chemical identification and communications equipment for use at hazardous materials responses. The Eau Claire Fire Department—in conjunction with Chippewa Falls Fire and Emergency Services—is contracted with the State of Wisconsin as one of two Type 1 teams in the state to respond to regional hazardous materials releases. This response covers a 22-county area. Receipt of these grant monies requires no local match.

**ACTION / ATTACHMENTS**

**Action:** Resolution

**Attachments:** Resolution  
Award Notification

**RESOLUTION**

**RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO ACCEPT GRANT MONIES FROM THE WISCONSIN DIVISION OF EMERGENCY MANAGEMENT (WEM) FOR THE PURCHASE OF HAZARDOUS MATERIALS DETECTION EQUIPMENT.**

**WHEREAS**, Wisconsin Emergency Management (WEM) has made available financial assistance to designated teams within the Wisconsin Hazardous Materials Response System in the State of Wisconsin; and

**WHEREAS**, the City of Eau Claire Fire Department, in joint effort with Chippewa Falls Fire and Emergency Services, currently provides a diverse range of hazardous material response services to the State of Wisconsin and its residents in a fiscally responsible and conservative budget; and

**WHEREAS**, the receipt of this grant award in the amount of \$82,204.05 would allow for the purchase of chemical identification and communications equipment; and

**WHEREAS**, the awarding of these grant monies is not contingent on a local match.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Eau Claire does hereby authorize the City Manager, City Clerk and Eau Claire Fire Department to execute any and all documents and take any and all actions required in connection with accepting said monies from Wisconsin Emergency Management.

<b>Fund</b>	<b>Department</b>	<b>2024 Adopted Budget</b>	<b>Adjustment from this Resolution</b>	<b>Amended 2024 Budget</b>	<b>Purpose</b>
Fire	Fire	\$15,072,722	\$82,204.05	\$15,154,926.05	Grant Proceeds

Adopted,  
November 26, 2024

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma



STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS

**DIVISION OF EMERGENCY MANAGEMENT**

Phone: 608-242-3000  
P.O. Box 7865 · Madison, WI 53707-7865



November 14, 2024

Jamie Burkhardt, Battalion Chief  
Eau Claire Fire Department  
216 South Dewey Street  
Eau Claire, WI 54701-3702

**RE: Hazmat Regional Emergency Response/State Hazardous Materials Equipment Grant  
WEM Grant Number: 2024-HRER-01-14026**

Dear Jamie Burkhardt:

Congratulations! Wisconsin Emergency Management has approved a grant award to City of Eau Claire in the amount of **\$82,204.05**. These funds are from WEM's Hazmat Regional Emergency Response available through the State of Wisconsin. This grant supports the City of Eau Claire Hazmat Regional Emergency Response/State Hazardous Materials Equipment Grant project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement. **Once signed, return one copy to WEM via email to [anita.smith@widma.gov](mailto:anita.smith@widma.gov), and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Anita Smith, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Engle', with a long horizontal flourish extending to the right.

Greg Engle, Administrator  
Wisconsin Emergency Management



**HRER WHMRS Equipment SFY2024  
Hazmat Regional Emergency Response/State Hazardous Materials Equipment Grant  
2024-HRER-01-14026**

This subaward grant agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **City of Eau Claire** (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of **\$82,204.05** under the **Wis. Stat. §323.70(6)(m)**. WEM and **City of Eau Claire** are referred to individually as a Party and collectively as the Parties.

**RECITALS**

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the **Hazmat Regional Emergency Response** grant program as described in the Notice of Funding Opportunity; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

**TERMS AND CONDITIONS**

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The Notice of Funding Opportunity (NOFO) including all Terms and Conditions as provided or referenced, and the obligations set forth in them are made part of this Agreement by reference.
3. The submitted application as approved by WEM in Egrants is incorporated by reference in the Terms and Conditions section of this Agreement.
4. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B which are made part of this Agreement by reference.
5. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

**Wisconsin Department of Military Affairs,  
Division of Emergency Management  
(WEM)**



11/14/2024

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Greg Engle  
WEM Administrator

Date

Grantee

**City of Eau Claire**

---

Matt Jaggar

Date

Fire Chief

WEM Grant Agreement 2024-HRER-01-14026

**Exhibit A – Approved Award**

**Funding Authorization Information**

Funding authorization: **Wis. Stat. §323.70(6)(m)**

Assistance Listing Number (ALN) or State Identification Number: **465.313**

Notice of Funding Opportunity: **HRER WHMRS Equipment SFY2024**

**Approved Award Information**

Award date: November 14, 2024

Grantee: City of Eau Claire UEI: \_\_\_\_\_

Project Title: Hazmat Regional Emergency Response/State Hazardous Materials Equipment Grant

Grant Period: From November 18, 2024 To March 31, 2025

Grant Number: 2024-HRER-01-14026 Award Amount: \$82,204.05

Project Director: Jamie Burkhardt, Battalion Chief; Eau Claire Fire Department

Project Summary: State allocation of equipment for the state hazmat teams. Several hazardous materials teams have been approved to purchase specified equipment. WEM will provide grant funds to reimburse eligible local agencies for the purchase of the equipment specified for their department by the WHMRS Equipment Committee, up to the maximum identified for the particular type of equipment.

**Approved Award Budget**

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Subaward</u>
Personnel	_____	_____
Fringe Benefits	_____	_____
Travel (Including Training)	_____	_____
Equipment	_____	\$75,741.00
Supplies & Operating Expenses	_____	\$6,463.05
Consultants/Contractual	_____	_____
Other	_____	_____
Indirect	_____	_____
<b>Sum</b>		
<b>TOTAL APPROVED BUDGET</b>		<b>\$82,204.05</b>

**WEM Grant Agreement 2024-HRER-01-14026**  
**Exhibit B – DMA/WEM Standard Terms & Conditions**

**Article I. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the program NOFO.

**Article II. Compliance with Award Terms and Conditions**

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further Federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

**Article III. Recipient Responsibilities**

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

**Article IV. Order of Precedence**

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

**Article V. Adherence to Original Project Objectives and Budget Estimates**

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the written approval of the program authorizing official or delegate.

**Article VI. Acceptance of Post Award Changes**

In the event DMA determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article VII. Prior approval and modifications**

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity (NOFO). The following require WEM's **advanced** written approval:

- i. Changes to key personnel*
- ii. Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the subrecipient.

**Article VIII. Allowable activity and costs**

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary and reasonable. To be allowable under a grant program, costs must match the sub-grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.
- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

**WEM Grant Agreement 2024-HRER-01-14026**  
**Exhibit B – DMA/WEM Standard Terms & Conditions**

**Article IX. Project Income**

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

**Article X. Duplication of Benefits**

Any cost allocable to a particular financial assistance award provided for may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

**Article XI. Procurement**

Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

**Article XII. Travel expenses**

Recipients and subrecipients shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law and federal law if not otherwise stated in the Notice of Funding Opportunity.

**Article XIII. Equipment and supplies**

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The sub-recipient is required to maintain proper training and inventory records for the appropriate retention period.

**Article XIV. Acknowledgement of Funding from WEM**

Recipients and Subrecipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

**Article XV. Payments and closeout**

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including Program Report(s), Fiscal Report(s), and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions and requirements have been met. If DMA/WEM determines that payment to the subrecipient was not proper after the payment has been made, WEM will notify the subrecipient of recoupment in writing in which the subrecipient has 30 days to repay WEM or appeal the decision.

**Article XVI. Monitoring**

- (a) Subrecipients must complete all required reporting and special conditions as stated in the NOFO, in the grant management system (Egrants), and upon the request of WEM officials.
- (c) Subrecipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

**Article XVII. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, Driver License Numbers, Social Security Numbers, Addresses, Telephone numbers, Credit Card information and/or bank account information.

**Article XVIII. Maintaining, retaining and access to records**

All recipients, subrecipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Subrecipients must maintain official grant records of all grant related activity, adherence to grant requirements, and grant funded costs. This includes but is not limited to documentation of actual time and

**WEM Grant Agreement 2024-HRER-01-14026**  
**Exhibit B – DMA/WEM Standard Terms & Conditions**

effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rational and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.

- (b) Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs and/or Wisconsin Emergency Management.
- (e) Subrecipients must give access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

**Article XIX. Nondiscrimination**

In connection with the performance of work under this agreement the grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and Grantees for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, Rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

**Article XX. Liability**

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the subrecipient, or to any individuals or entities with whom the subrecipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions or inactions on the part of the subrecipient for services rendered pursuant to the Award Agreement. The subrecipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the subrecipient or subrecipient's agent or employees.

**Article XXI. Establishment of safeguards**

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

**Article XXII. Termination of Agreement.**

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the recipient, under any of the following conditions:
  - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
  - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
  - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

**ORDINANCES  
FOR  
ACTION**

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance to amend the general development plan to reduce the required setback with a site plan for a commercial business located at 2832 Damon Street (Z-744-89 Amd).

**SUMMARY / BACKGROUND**

Ordinance to amend the general development plan to reduce the required setback with a site plan for a commercial business located at 2832 Damon Street.

The Plan Commission unanimously recommended approval with the conditions noted in the staff report.

**ACTION / ATTACHMENTS**

**Action:** Final reading

**Attachments:** Ordinance  
Report  
Map

**ORDINANCE**

**ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF EAU CLAIRE.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DO ORDAIN AS FOLLOWS:**

That the Zoning Ordinance for the City of Eau Claire, Wisconsin, is hereby amended by rezoning the following described property:

Property Location: 2832 Damon Street, Parcel Number: 15-3098-B

From

C-2P (Neighborhood Commercial – Planned Development)

to

C-2P (Neighborhood Commercial – Planned Development)

To amend the general development plan to reduce the required setbacks for a proposed retail sales business.

as shown on Planning File No. Z-744-89 Amd, on file in the office of the Department of Community Development.

All provisions of said zoning ordinance now or thereafter adopted, and all regulations now existing or hereafter adopted by the City of Eau Claire connected with or related to C-2P district shall apply to said changed district, and the district map adopted by Section 18.60.020 of the Eau Claire Municipal Code shall thereafter be amended in accordance with this ordinance. The General Development Plan for this property, a copy of which is on file in the office of Community Development and open to public inspection during normal business hours, is hereby approved or approved with conditions, as per Section 18.10.030 B. of the Eau Claire Municipal Code.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published





calculations will need to be submitted showing that Total Suspended Solids and Infiltration requirements are met.

Calculations submitted by Advanced Engineering Concepts indicate that on-site detention is not provided so the estimated peak discharge from the developed site generated by a 24-hour design storm event with a 1% exceedance probability (100-year) does not exceed the estimated peak discharge generated by a 24-hour design storm event with a 33% exceedance probability (3-year), from site conditions prior to constructing the proposed improvements. Detailed calculations will need to be submitted showing that this requirement is met.

Utilities: Privately maintained water and sewer service is available to the site from the private drive. Record dimensions of public facilities can be obtained by calling the Engineering Department. Utility connections may require a plumbing permit and right-of-way permit. Fire sprinkler designs should be based on current fire hydrant flow tests. Contact the Water Utility at 715-839-5045 to obtain fire hydrant flow test data or to request a flow test. Traffic: The development should participate in an initial review process to determine if a traffic impact analysis (TIA) should be completed based on WisDOT guidelines. If the initial review determines that a TIA should be completed, the developer should participate in the full analysis.

The plan calls for new 24-foot curb cuts on a private drive, for driveway access. The southern access driveway is required to be 50 feet from the intersection of Damon Street. Please include this dimension showing whether the requirement is met or shift the access driveway to meet the requirement.

Ordinance 18.25.080 states, "A structurally sound abutment, including but not limited to bumper blocks, continuous curb or a retaining wall, shall be installed around each side of the parking lot." Revisions to the site plan will need to be submitted showing this requirement is met.

Transit: The proposed project is not likely to impact Transit. Bus route #5 serves this area once per hour with a bus stop and bus shelter located on the southeast corner of Damon Street and London Road. Passengers have adequate access to the site location by getting off at the London Rd./Damon St. intersection, traveling east one block, and utilizing the crosswalk at Southtowne Drive. With the development in this area, more frequent service may be warranted in the future.



November 4, 2024

Advanced Engineering Concepts  
1360 International Drive  
Eau Claire, WI 54701

RE: Z-744-89 Amd & SP-2413, 2832 Damon Street – Plan Commission Site Plan Review

Dear Applicant:

The Plan Commission, at its November 4, 2024 meeting, reviewed the above-referenced site plan.

A. Conditions to be shown/satisfied on a revised site plan:

The following conditions must be satisfied prior to it being approved:

1. City of Eau Claire Engineering Department approval of drainage calculations, erosion and sediment control plan, and long-term maintenance plan for the proposed BMPs. Provide revised calculations to show peak rate runoff requirements are met or provide reasoning why the design submitted is the maximum extent practical.
2. Approval letter from the owner of the private storm facility, located at the northeast corner of Damon Street and London Road, allowing the “Bypass to Private Drive” storm runoff volumes.
3. Submit an initial review of traffic based on WisDOT guidelines.

After the conditions noted above are met, a building permit may be issued.

The following conditions must be satisfied prior to occupancy permits.

1. Trash dumpsters should be fully screened enclosures.
2. Lighting standards should be in compliance with city standards

Any changes in your site plan must be reviewed by the Department of Community Development. Please contact me at 715-839-4914 if you have any questions or if you need additional information.

Sincerely,

Ryan Petrie  
Associate Planner

c: File

# Engineering Analysis & Report

## Engineering Department



CITY OF  
**EAU  
CLAIRE**

SUBJECT: SP-2413, Scooter's #1583

DATE: October 28, 2024

BY: Al Rinka  
Deputy City Engineer

The proposed site plan is located north of Damon Street, west of Highway 93. The following comments are based on materials received by the City of Eau Claire Engineering Department on October 24, 2024.

Grading and Drainage: The site is tributary to Otter Creek via regional ponds discharging to the Southwind Drive outfall.

Storm water best management practices (BMP's) are required to improve runoff water quality. Bioretention facilities are proposed as the water quality BMP's. Materials submitted with the site plan indicate that, in this application, these units are calculated to remove 82% of Total Suspended Solids and Infiltration. The threshold for new development BMP's identified in NR151 is an 80% reduction in Total Suspended Solids. Detailed calculations will need to be submitted showing that Total Suspended Solids and Infiltration requirements are met.

Calculations submitted by Advanced Engineering Concepts indicate that on-site detention is not provided so the estimated peak discharge from the developed site generated by a 24-hour design storm event with a 1% exceedance probability (100-year) does not exceed the estimated peak discharge generated by a 24-hour design storm event with a 33% exceedance probability (3-year), from site conditions prior to constructing the proposed improvements. Detailed calculations will need to be submitted showing that this requirement is met.

Utilities: Privately maintained water and sewer service is available to the site from the private drive. Record dimensions of public facilities can be obtained by calling the Engineering Department. Utility connections may require a plumbing permit and right-of-way permit.

Fire sprinkler designs should be based on current fire hydrant flow tests. Contact the Water Utility at 715-839-5045 to obtain fire hydrant flow test data or to request a flow test.

Traffic: The development should participate in an initial review process to determine if a traffic impact analysis (TIA) should be completed based on WisDOT guidelines. If the initial review determines that a TIA should be completed, the developer should participate in the full analysis.

The plan calls for new 24-foot curb cuts on a private drive, for driveway access. The southern access driveway is required to be 50 feet from the intersection of Damon Street. Please include this dimension showing whether the requirement is met or shift the access driveway to meet the requirement.

Ordinance 18.25.080 states, "A structurally sound abutment, including but not limited to bumper blocks, continuous curb or a retaining wall, shall be installed around each side of the parking lot." Revisions to the site plan will need to be submitted showing this requirement is met.

Transit: The proposed project is not likely to impact Transit. Bus route #5 serves this area once per hour with a bus stop and bus shelter located on the southeast corner of Damon Street and London Road. Passengers have adequate access to the site location by getting off at the London Rd./Damon St. intersection, traveling east one block, and utilizing the crosswalk at Southtowne Drive. With the development in this area, more frequent service may be warranted in the future.

**Recommended Conditions:**

1. City of Eau Claire Engineering Department approval of drainage calculations, erosion and sediment control plan, and long-term maintenance plan for the proposed BMPs. Provide revised calculations to show peak rate runoff requirements are met or provide reasoning why the design submitted is the maximum extent practical.
2. Approval letter from the owner of the private storm facility, located at the northeast corner of Damon Street and London Road, allowing the "Bypass to Private Drive" storm runoff volumes.
3. Provide dimensions of southern access driveway from the intersection of Damon Street.
4. Provide revised drawings showing structurally sound abutments around each side of the parking lot.
5. Provide retaining wall detail drawings, including both elevation and plan view, showing finished contours and elevations.
6. Submit an initial review of traffic based on WisDOT guidelines.



Advanced Engineering Concepts  
1360 International Drive  
Eau Claire, WI 54701  
Office 715.552.0330  
[www.aec.engineering](http://www.aec.engineering)

## ***Project Memo***

**To:** Eau Claire Planning

**From:** Jordan Crusing

**CC:**

**Date:** 10/4/2024

**Re:** GDP amendment request

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To whom it may concern,

For parcel 1822122709343109008 we are requesting to remove 55-ft setback requirement.

Jordan Crusing  
Civil Designer



## Land Use Development Climate Impacts Calculator - Existing

Project Name:  
Scooters Coffee

### Inputs - Existing

Please enter information in gray highlighted cells

#### Site - Existing

[Reset inputs for Existing](#)

Existing site status: Undeveloped  
Existing land use: Commercial/Public (C-1A, P)

#### Existing site area

Ground Cover - Tree / Forest coverage (square feet)		
Ground Cover - Grass, shrub, or wetland (square feet)	26,140	Note: do not include area reported as crop or pasture below
Ground Cover - Crop or pasture (square feet)		
Ground Cover - Open water (square feet)		Note: include only permanent water features such as ponds, lakes, rivers
Pavement coverage - Asphalt (square feet)		Note: include all pavement including parking, sidewalks, trails, etc
Pavement coverage - Pervious Asphalt (square feet)		Note: include all pavement including parking, sidewalks, trails, etc
Pavement coverage - Concrete, compacted earth, or gravel (square feet)		Note: include all pavement including parking, sidewalks, trails, etc
Pavement coverage - Pervious Concrete or Pervious Pavers (square feet)		Note: include all pavement including parking, sidewalks, trails, etc
Building coverage - black/dark roofing (square feet)		Note: provide "footprint" area only, not total building area
Building coverage - white/light roofing (square feet)		Note: provide "footprint" area only, not total building area
Building coverage - green/living roofing (square feet)		Note: provide "footprint" area only, not total building area
<b>Total site area</b>		Note: verify reported site area is equal to known project size. If not, please adjust site area numbers above as needed.
Square feet:	26,140	
Acres:	0.60	

#### Buildings - Existing

<b>Existing Residential - One/Two Family</b>		
Number of buildings		
Total number of units		Note: a single family building is "1" unit, a two family building is "2"
Total building area (square feet)		
<b>Existing Residential - Multi-Family</b>		
Number of buildings		
Total number of units		
Total building area (square feet)		
<b>Existing Commercial / Retail / Public</b>		
Number of buildings	0	
Total building area (square feet)	0	
<b>Existing Industrial</b>		
Number of buildings		
Total building area (square feet)		

#### Energy Use - All Existing Buildings

Is total annual energy use known?	No	
If "Yes" please enter below		
Electricity (grid supplied)	0	kWh annually (do not include electricity included below)
Electricity - REC or Xcel Renewable Connect purchase		kWh annually
Electricity (on-site solar/wind)		kWh annually
Natural Gas		Therms annually
Liquid Propane		Gallons annually
Fuel Oil/Kerosene		Gallons annually
Wood / Wood pellets		Pounds annually

#### Vehicles and Trips - Existing

<b>On-Site Vehicle Fleet</b>		
Number of Gasoline / Diesel Vehicles	0	
Number of Electric Vehicles	0	
Number of Fuel Cell Vehicles	0	
<b>Total number of vehicles in fleet</b>	0	Note: verify reported total is equal to known fleet size. If not, please adjust numbers above as needed.
<b>Site generated trips - existing</b>		
Auto trips (daily total)	0	
Public transit trips (daily total)	0	
Bike/walk trips (daily total)	0	
<b>Electric Vehicle Infrastructure - existing</b>		
Number of level 2 charging plugs	0	Note, please enter plug counts, not charging station counts
Number of DC fast charging plugs	0	Note, please enter plug counts, not charging station counts

### Estimated Existing Baseline

#### Greenhouse Gas Emissions Impacts

Annual Emissions	0.0	Metric Tons
	#DIV/0!	Metric Tons per SF

#### Estimated Average Building Energy Use Intensity (EUI)

Total EUI:	#DIV/0!	kBTU/Square Foot
Electricity EUI share:	#DIV/0!	kBTU/Square Foot
Heating fuel EUI share:	#DIV/0!	kBTU/Square Foot

#### Heat Island Impacts

Site heat island coefficient	0.0	°F
Change from existing	0.0%	

#### Carbon Impacts

Annual carbon sequestration	1,365.8	Pounds CO2
Change from existing	0.0%	

## Land Use Development Climate Impacts Calculator - Proposed

Project Name:  
Scooters Coffee

### Inputs - Proposed

Please enter information in yellow highlighted cells

#### Concept Option 1

#### Site - Proposed

[Reset inputs for Option](#)

Proposed land use: Commercial/Public (C-1A, P)

#### Proposed site area

Ground Cover - Tree / Forest coverage (square feet)	
Ground Cover - Grass, shrub, or wetland (square feet)	13,792
Ground Cover - Crop or pasture (square feet)	
Ground Cover - Open water (square feet)	
Pavement coverage - Asphalt (square feet)	
Pavement coverage - Pervious Asphalt (square feet)	
Pavement coverage - Concrete, compacted earth, or gravel (square feet)	11,668
Pavement coverage - Pervious Concrete or Pervious Pavers (square feet)	
Building coverage - black/dark roofing (square feet)	
Building coverage - white/light roofing (square feet)	680
Building coverage - green/living roofing (square feet)	
<b>Total site area</b>	
Square feet:	26,140
Acres:	0.60

#### Buildings - Proposed

<b>Existing Residential - One/Two Family</b>		
Number of buildings		
Total number of units		
Total building area (square feet)		
<b>Existing Residential - Multi-Family</b>		
Number of buildings		
Total number of units		
Total building area (square feet)		
<b>Existing Commercial / Retail / Public</b>		
Number of buildings	1	
Total building area (square feet)	680	
<b>Existing Industrial</b>		
Number of buildings		
Total building area (square feet)		

#### Energy Use - All Proposed Buildings

Is projected annual energy use known?	No	
If "Yes" please enter below		
Electricity (grid supplied)	200,000	
Electricity - REC or Xcel Renewable Connect purchase		
Electricity (on-site solar/wind)		
Natural Gas		
Liquid Propane		
Fuel Oil/Kerosene		

#### Vehicles and Trips - Proposed Development

<b>On-Site Vehicle Fleet</b>		
Number of Gasoline / Diesel Vehicles	0	
Number of Electric Vehicles	0	
Number of Fuel Cell Vehicles	0	
<b>Total number of vehicles in fleet</b>	0	
<b>Site generated trips - proposed</b>		
Auto trips (daily total)	50	
Public transit trips (daily total)	0	
Bike/walk trips (daily total)	1	
<b>Electric Vehicle Infrastructure - proposed</b>		
Number of level 2 charging plugs	0	
Number of DC fast charging plugs	0	

### Estimated Impacts of Proposed

#### Greenhouse Gas Emissions Impacts

Annual Emissions	93.2
Change from existing	#DIV/0!
Metric Tons per SF	0.1370

#### Estimated Average Building EUI

Total EUI:	1,003.5
Electricity EUI share:	1,003.5
Heating fuel EUI share:	0.0
Change in Total EUI from existing	#DIV/0!

#### Heat Island Impacts

Site heat island coefficient	2.1
Change from existing	#DIV/0!

#### Carbon Impacts

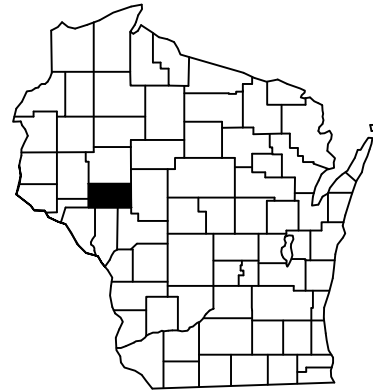
Annual carbon sequestration	720.6
Change from existing	-47.2%



EAU CLAIRE COUNTY



Know what's below.  
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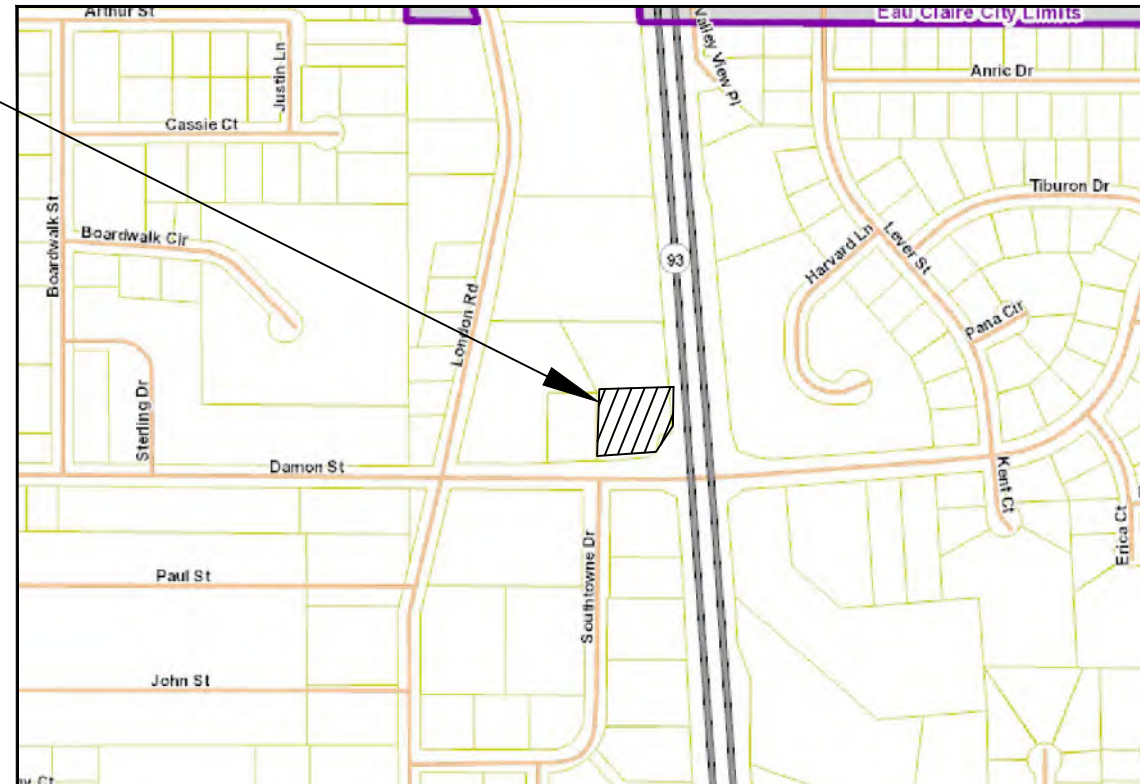


VICINITY MAP

PROJECT LOCATION

# SCOOTER'S #1583 BEAN DRIP SERVICES, LLC 2832 DAMON STREET EAU CLAIRE, WI

CONTACTS	
DEPUTY CITY ENGINEER	CITY OF EAU CLAIRE ATTN: AL RINKA (715) 839-4934
ELECTRIC	XCEL ENERGY: DESIGN SECTION ATTN: DAVID MELSNESS (715) 737-1495
GAS	XCEL ENERGY: DESIGN SECTION ATTN: BENJAMEN CARLI (715) 737-1450
CABLE	CHARTER COMMUNICATIONS ATTN: CURT MOORE (715) 831-8940 ext. 51148
SANITARY	CITY OF EAU CLAIRE JAHN EBERHARDT (715) 839-4950
WATER	CITY OF EAU CLAIRE SETH SMISKEY (715) 839-5045
FIRE DEPT.	CITY OF EAU CLAIRE ALLYN BERTRANG (715) 839-2911



LOCATION MAP

LEGEND

**EXISTING**

- BENCHMARK
- CONTROL POINT
- SIGN
- CURB STOP
- WELL
- HYDRANT
- GATE VALVE
- CURB INLET
- AREA DRAIN
- SAN MH
- STORM MH
- SAN CLEANOUT
- GAS MANHOLE
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- GUY POLE
- PULL BOX
- ELEC PED
- CABLE PED
- MAILBOX
- TELE PED
- IRON PIPE
- ROW POST
- REBAR
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- OVERHEAD UTILITY
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- CABLE TV LINE
- TREELINE
- EXISTING TREES
- MARSH
- FENCE LINE
- WOVEN WIRE FENCE
- SILT FENCE
- RETAINING WALL
- CONTOURS MAJOR
- CONTOURS MINOR

**PROPOSED**

- WTR
- SAN
- STM
- OH
- T
- G
- E
- TV
- TREELINE
- EXISTING TREES
- MARSH
- FENCE LINE
- WOVEN WIRE FENCE
- SILT FENCE
- RETAINING WALL
- CONTOURS MAJOR
- CONTOURS MINOR

**ABBREVIATIONS:**  
 BC=BACK OF CURB  
 BLK=BLOCK NUMBER  
 BTM=BOTTOM (ELEV)  
 CL=CENTERLINE  
 CS=CURB STOP  
 ELEV=ELEVATION  
 EOP=EDGE OF PAVEMENT  
 EX=EXISTING  
 FES=FLARED END SECTION  
 FF=FINISHED FLOOR (ELEV)  
 FL=FLOWLINE  
 GF=GARAGE FLOOR (ELEV) @ OVERHEAD DOOR  
 GLG=GROUND LINE GROOVE  
 HWL=HIGH WATER LEVEL  
 INV=INVERT  
 LF=LINEAR FEET  
 LO=LOOKOUT STYLE HOME  
 LT=LEFT  
 MIN=MINIMUM  
 NWL=NORMAL WATER LEVEL  
 PC=POINT OF CURVE  
 PRC=CURVE REVERSAL POINT  
 PT=POINT OF TANGENCY  
 RAD=RADIUS  
 RT=RIGHT  
 R/W=RIGHT OF WAY  
 SAN=SANITARY SEWER  
 SP=SPOT ELEVATION  
 SS=SAFETY SHELF (ELEV)  
 STA=STATION  
 STM=STORM SEWER  
 TC=TOP OF CURB  
 T.O.P.=TOP OF PIPE  
 TP=TOP OF PAVEMENT  
 TYP=TYPICAL  
 W=WATER FITTINGS  
 WTR=WATER  
 WM=WATERMAIN  
 WO=WALKOUT STYLE HOME

**PROJECT DEVELOPER:**  
 BEAN DRIP SERVICES, LLC  
 ATTN: TERESA DULING  
 3436 TERRACE HILL DRIVE NE  
 NORTH LIBERTY, IA 52317  
 PH: 319.325.6946  
 EMAIL: tdduling@gmail.com

**PROJECT ENGINEER:**  
 ADVANCED ENGINEERING CONCEPTS  
 ATTN: SEAN BOHAN, P.E.  
 1360 INTERNATIONAL DRIVE  
 EAU CLAIRE, WI 54701  
 PHONE: 715.552.0330  
 EMAIL: sbohan@aec.engineering

SCHEDULE OF REQUIRED PERMITS		
APPROVALS NEEDED	DATE SUBMITTED	APPROVAL
CITY OF EAU CLAIRE SITE PLAN SUBMITTAL		
CITY OF EAU CLAIRE SITE PLUMBING PLAN REVIEW		

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	SITE PLAN
4	EROSION CONTROL PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	DETAILS

AEC PROJECT #: 24068      PLANS DATED: OCT 2024



ADVANCED ENGINEERING CONCEPTS  
 1360 INTERNATIONAL DR.  
 EAU CLAIRE, WI 54701  
 PH 715-552-0330  
 INFO@AEC.ENGINEERING  
 COPYRIGHT 2024, AEC LLC



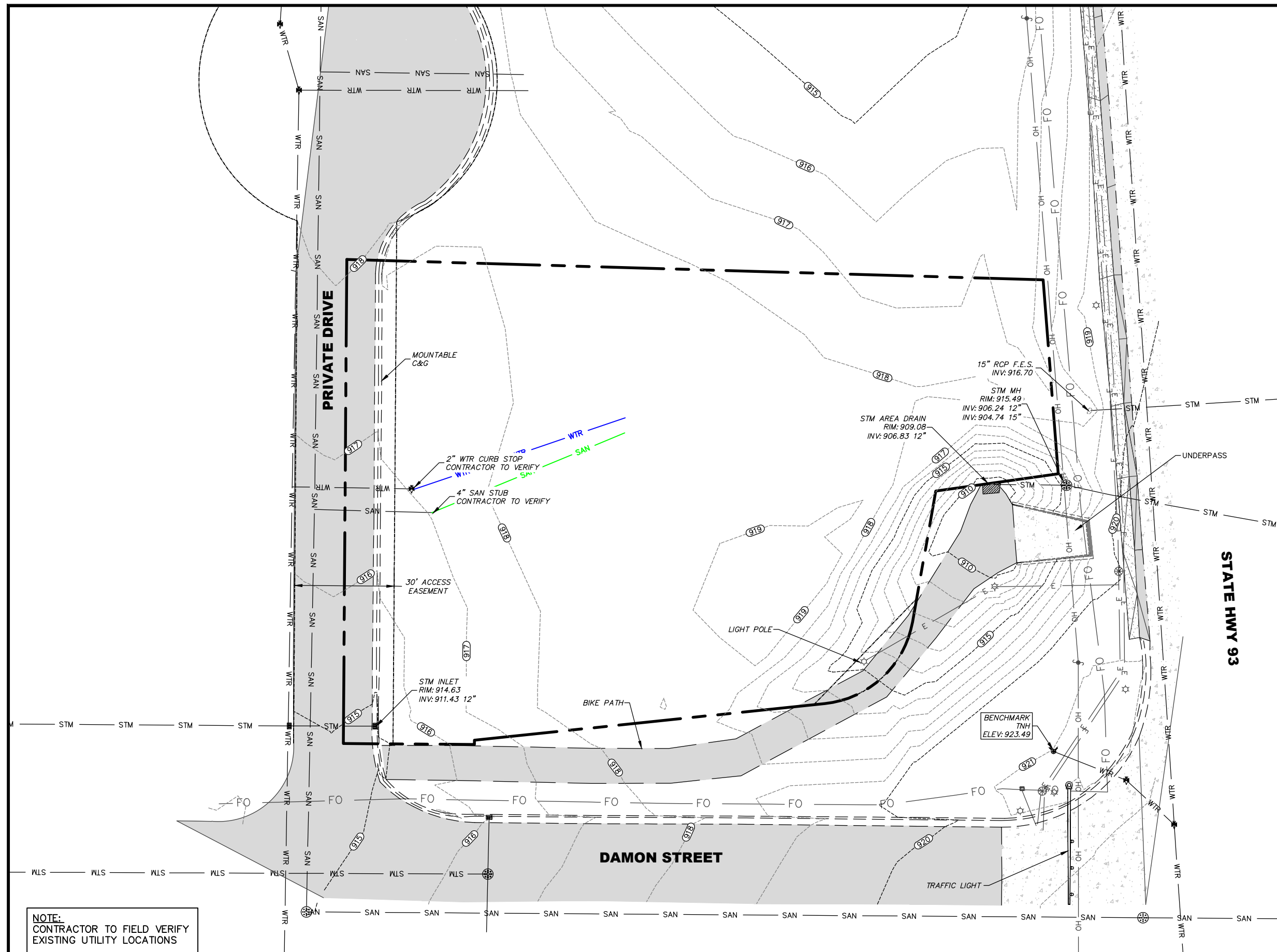


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LEGEND	
	EXISTING CONTOURS-MNR
	EXISTING CONTOURS-MJR

- GENERAL NOTES:**
- UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL NOTIFY UTILITIES A MINIMUM OF 3 DAYS PRIOR TO ANY EXCAVATION FOR FIELD VERIFICATION OF LOCATIONS. THE CLIENT, CITY, AND THE ENGINEER ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
  - CLEARING AND GRUBBING SHALL ONLY BE IN THOSE LOCATIONS DIRECTED BY THE ENGINEER AND/OR OWNER. CONTRACTOR SHALL PROTECT ALL TREES, SHRUBS, AND CORRESPONDING ROOT SYSTEMS FROM DAMAGE. ALL WORK WITH POTENTIAL IMPACT ON UN-CLEARED TREES AND/OR SHRUBS SHALL BE COORDINATED WITH THE ENGINEER AND/OR OWNER.
  - CONTRACTOR SHALL NOT DISTURB ANY R/W IRONS. ANY REMOVAL SHALL BE APPROVED BY THE ENGINEER. OTHERWISE THE CONTRACTOR SHALL BE BILLED FOR REPLACEMENT.
  - CONTRACTOR SHALL VERIFY THE AMOUNT OF PAVEMENT REMOVAL WITH THE PROJECT MANAGER.
  - CONTRACTOR TO COORDINATE LOCATIONS AND LIMITS OF SAWCUTS WITH THE PROJECT MANAGER.
  - NO TREES OR STUMPS ARE TO BE BURIED ON SITE. CONTRACTOR IS RESPONSIBLE FOR ANY PERMITS FOR BURNING OR MATERIAL DISPOSAL.
  - CONTRACTOR TO REPAIR AND RESTORE ANY DAMAGED OR DISTURBED AREAS OF PAVEMENT, CONCRETE, LANDSCAPING, ELECTRICAL, AND AUTOMATIC IRRIGATION, ETC. TO ITS ORIGINAL CONDITION ON ADJACENT PROPERTIES.
  - IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED AFTER SUCH DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
  - TOPOGRAPHIC SURVEY PERFORMED BY REAL LAND SURVEYING JULY 31, 2024.



**NOTE:**  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

PROJ. NO.  
24068



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EXISTING CONDITIONS AND DEMOLITION PLAN

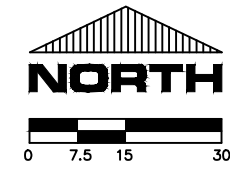
SCOOTER'S #1583  
BEAN DRIP SERVICES, LLC  
2832 DAMON STREET  
EAU CLAIRE, WI

DWG NAME  
24068 PG2  
EXISTING  
DATE  
10/2024

2  
7



Know what's below.  
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SITE PLAN KEY NOTES	
1	24" RECEIVED C&G DETAIL C-310
2	24" REJECT C&G DETAIL C-312
3	ACCESSIBLE RAMP DETAIL C-434
4	CURB TAPER DETAIL C-385 (BARRIER TO MOUNTABLE)
5	MONUMENT SIGN
6	DRIVE THRU SIGN
7	CLEARANCE BAR
8	DRIVE THRU ORDER POST W/ CLEARANCE BAR
9	MENU BOARD
10	MATCH MOUNTABLE CURB
11	S/W CURB DETAIL C-390
12	71" RETAINING WALL - HEIGHT VARIES (BY OTHERS)
13	TRASH ENCLOSURE (VERIFY W/ ARCH.)
14	24" MOUNTABLE CURB DETAIL C-320
15	24" REJECT MOUNTABLE CURB DETAIL C-322
16	3" CURB CUT DETAIL C-386
17	CONC. FLUME DETAIL C-387

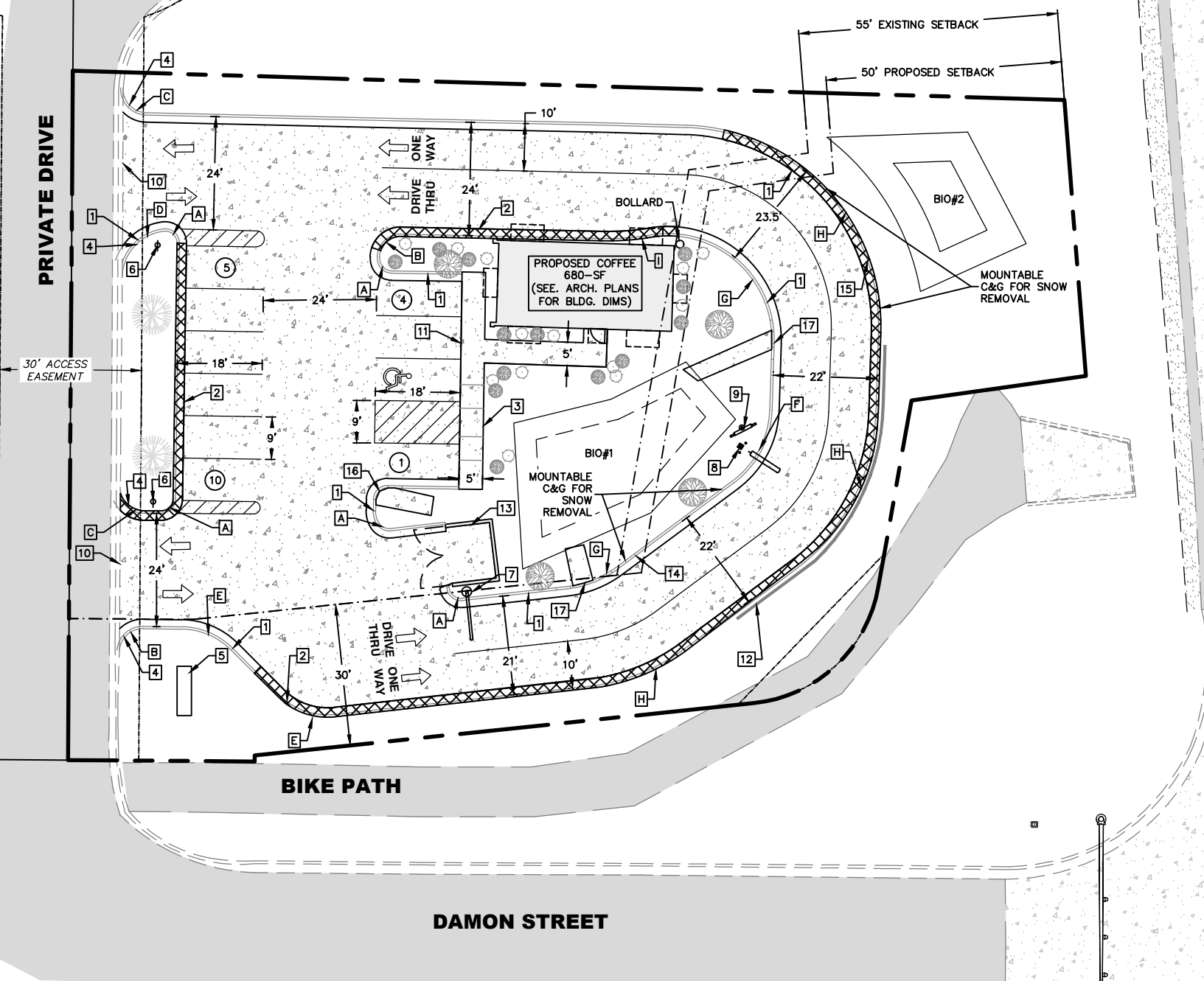
BACK OF CURB RADIUS KEY	
A	2.5' RADIUS
B	4.5' RADIUS
C	5' RADIUS
D	10' RADIUS
E	15' RADIUS
F	19.5' RADIUS
G	22' RADIUS
H	42.5' RADIUS
I	50.5' RADIUS

LANDSCAPING LEGEND	
	DECIDUOUS 'STREET TREE' (MIN. 2" CALIPER)
	SMALL MIXED SHRUBS
	CONIFEROUS TREE

**NOTES:**

1. THE BUILDING WILL HAVE DOWNCAST EXTERIOR LIGHTS MOUNTED ON THE BUILDING NEAR EACH ENTRANCE.
2. LANDSCAPING WILL CONSIST OF SHRUBS AND GROUND COVER PLANTED ADJACENT TO THE EXTERIOR OF THE PROPOSED BUILDINGS. THE LANDSCAPING WILL BE PROFESSIONALLY INSTALLED PRIOR TO OCCUPANCY.

**NOTE:**  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS



SCOOTER'S #1583 2832 DAMON STREET	
CURRENT ZONING:	C2P
LOT SIZE:	26,140 SF (0.60 AC.)
EXISTING IMPERVIOUS AREA:	0.0-SF (0.0%)
PROPOSED USE:	DRIVE THRU COFFEE
PROPOSED BUILDING:	680-SF (2.6%)
PROPOSED PAVEMENT:	11,290-SF (43.2%)
PROPOSED SIDEWALK:	374-SF (1.4%)
OVERALL IMPERVIOUSNESS:	12,344-SF (47.2%)
GREEN SPACE:	13,796-SF (52.8%)
PARKING STALLS:	10 TOTAL (1 ACCESSIBLE)
STORM WATER TREATMENT:	BIO-RETENTION BASINS
<b>SETBACKS:</b>	
FRONT:	30-FT (DAMON ST)
FRONT:	EXISTING 55-FT PROPOSED 50-FT (US HWY 93)
SIDE:	0-FT

HATCHING LEGEND	
	EXISTING BITUMINOUS PAVEMENT
	PROPOSED BUILDING
	PROPOSED CONCRETE PAVEMENT (SIDEWALKS: 4" THICKNESS) (IF EXPOSED TO VEHICULAR TRAFFIC: 6" THICKNESS)
	REJECT CURB & GUTTER

TYPICAL CONC. SECTION	
	CONC. PAVEMENT 6"
	8" BASE COURSE
	12" SUB BASE

**NOTE:** PAVEMENT SECTIONS TO BE RECOMMENDED BY GENERAL CONTRACTOR OR GEOTECHNICAL ENGINEER. PAVEMENT SECTIONS ARE SHOWN FOR HOLD-DOWN CALCULATIONS ONLY.

CIRCULATION PLAN	
	VEHICULAR TRAFFIC DIRECTION

NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

PROJ. NO.  
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SITE & CONCEPTUAL LANDSCAPE PLAN

SCOOTER'S #1583  
BEAN DRIP SERVICES, LLC  
2832 DAMON STREET  
EAU CLAIRE, WI

DWG NAME  
24068 PG3  
SITE  
DATE  
10/2024

3  
7



Know what's below.  
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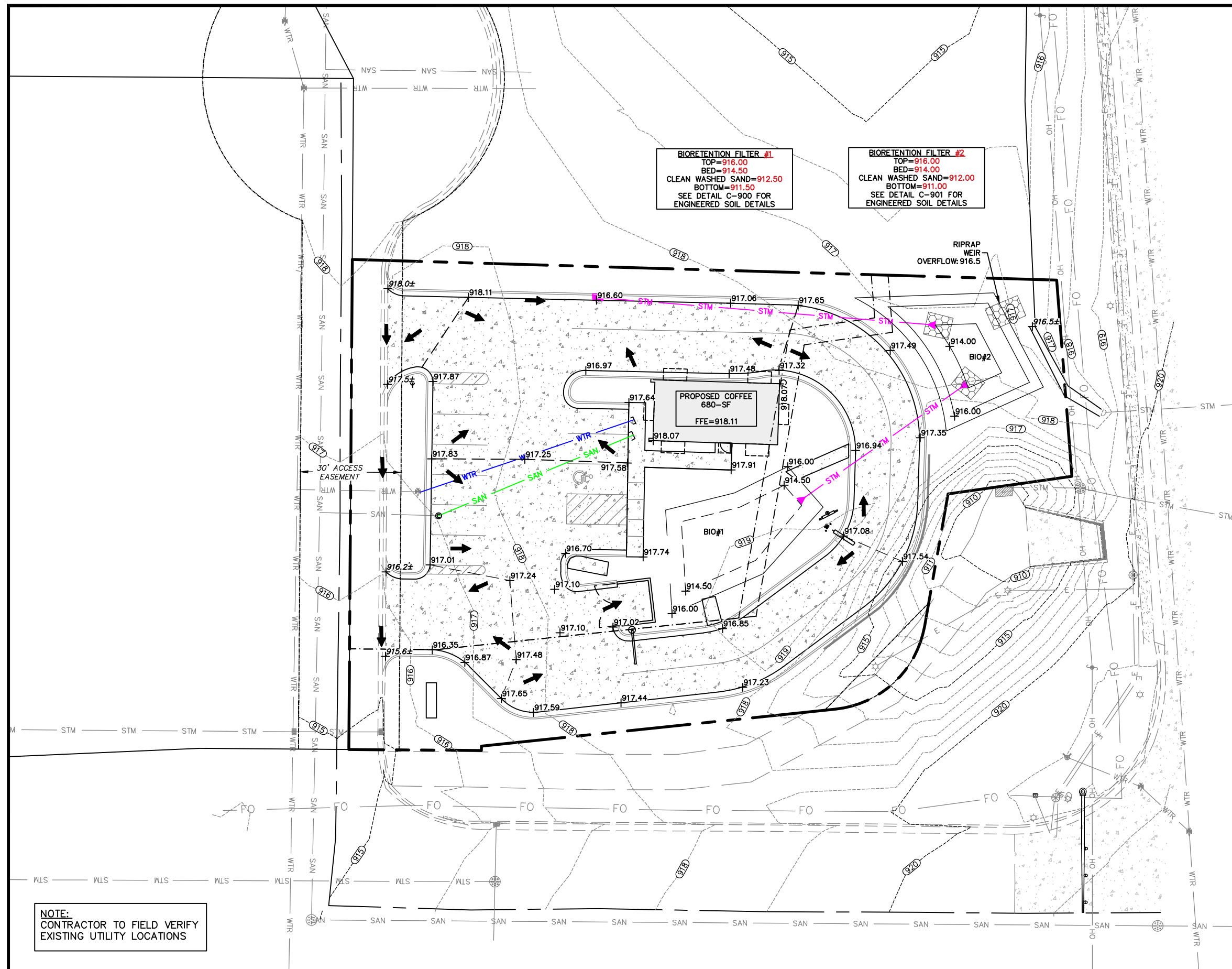
**BIORETENTION FILTER #1**  
TOP=916.00  
BED=914.50  
CLEAN WASHED SAND=912.50  
BOTTOM=911.50  
SEE DETAIL C-900 FOR  
ENGINEERED SOIL DETAILS

**BIORETENTION FILTER #2**  
TOP=916.00  
BED=914.00  
CLEAN WASHED SAND=912.00  
BOTTOM=911.00  
SEE DETAIL C-901 FOR  
ENGINEERED SOIL DETAILS

GRADING PLAN LEGEND	
(1106)	EXISTING CONTOURS-MNR
(1105)	EXISTING CONTOUR-MJR
851	FINAL CONTOUR-MJR
849	FINAL CONTOUR-MNR
	DRAINAGE PATTERN LINES
	GRADE BREAK LINES
1%	PROPOSED DRAINAGE DIRECTION
+ XXX.XX	PROPOSED SPOT ELEVATION
+ XXX.X±	EXISTING SPOT ELEVATION
FF	FINISHED FLOOR ELEVATION
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TW	TOP OF WALL ELEVATION
BW	GROUND AT TOE OF WALL

- GRADING NOTES:**
- ALL CONTOURS ARE COMPUTER GENERATED AND REPRESENT APPROXIMATE LOCATIONS. PROPOSED CONTOURS REPRESENT FINISHED GROUND GRADES AFTER RESTORATION. CONTOURS IN STREET REPRESENT THE TOP OF PAVEMENT.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE AWAY FROM STRUCTURES. BUILDER SHALL VERIFY ACTUAL FINISH FLOOR ELEVATION(S) PRIOR TO CONSTRUCTION AND SHALL INSURE ALL SITE DRAINAGE IS DIRECTED AWAY FROM STRUCTURES AND TOWARD DRAINAGE WAYS.
  - ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT AND/OR FINISHED GRADE UNLESS OTHERWISE NOTED.
  - OVER EXCAVATE THE BIORETENTION FILTER TO VIRGIN MATERIAL AND DEEP-TILL THE IN-SITU SOIL. CONSTRUCT REMAINING BED PER DETAILS. PLACE EROSION MAT IMMEDIATELY AFTER GRADING. EROSION MAT TO REMAIN IN-PLACE UNTIL THE TIME THAT THE B.R.F. IS PROFESSIONALLY LANDSCAPED AND PLANTED. REPLACE MAT WITH LANDSCAPE MULCH OR NEW EROSION MAT.
  - IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED AFTER SUCH DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
  - ALL DISTURBED GROUND LEFT INACTIVE FOR FOURTEEN OR MORE DAYS MUST BE STABILIZED BY SEEDING, MULCH OR SODDING.
  - ALL TURF GRASS AREAS ARE TO BE RESTORED WITH A MIN. 4" OF SCREENED TOPSOIL, SEED & STRAW MULCH, 4" TOPSOIL, SEED & EROSION MAT OR 4" TOPSOIL AND SOD.

NOTE:  
CONTRACTOR TO FIELD VERIFY  
EXISTING UTILITY LOCATIONS



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					DATE 10/2024	7





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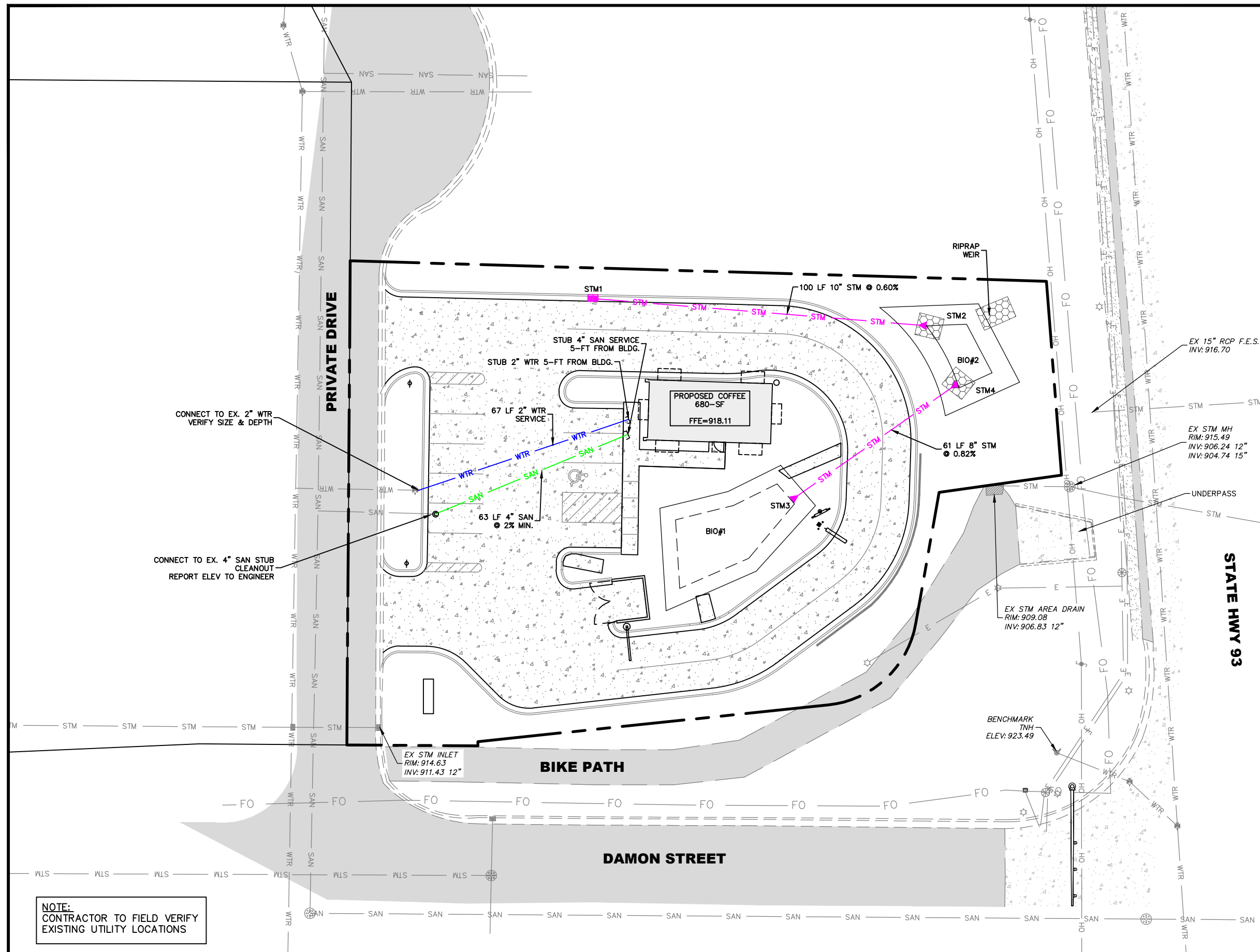


0 7.5 15 30

STORM SEWER TABLE					
STRUCTURE NO.	DETAIL NO.	RIM	INVERT	DIRECTION	PIPE DIA.
STM1	SS-100	916.60	914.60	E	10"
STM2	SS-460	-	914.00	W	10"
	C-111				
STM3	SS-460	-	914.50	E	8"
STM4	SS-460	-	914.00	W	8"
	C-111				

**UTILITY NOTES:**

1. STORM AND SANITARY PIPE LENGTHS ARE TO CENTER OF MANHOLE. CONTRACTOR TO VERIFY ACTUAL LENGTH REQUIRED.
2. MANHOLES ARE 48" UNLESS OTHERWISE NOTED.
3. ALL LENGTHS OF PIPE INCLUDE FLARED END SECTION (F.E.S.). CONTRACTOR WILL ONLY BE PAID FOR L.F. OF PIPE, NOT INCLUDING LENGTH OF F.E.S.
4. MAINTAIN A MINIMUM 7.5' WATERMAIN COVER. ALL WATERMAIN MUST BE INSTALLED ACCORDING TO CITY OF EAU CLAIRE. REFER TO STANDARD DETAILS FOR ALL UTILITY INSTALLATION. CONTACT CITY INSPECTOR AT LEAST 72 HOURS PRIOR TO START OF UTILITY CONSTRUCTION SO THAT INSPECTION CAN BE SCHEDULED.
5. 12" CLEARANCE WHEN WATERMAIN GOES OVER SANITARY, WATERMAIN, OR STORM SEWER & 18" SEPARATION WHEN WATERMAIN PASSES UNDER SANITARY, WATERMAIN OR STORM SEWER.
6. UPON COMPLETION OF STORM SEWER INSTALLATION, STORM SEWER INLETS SHALL BE PROTECTED FROM SEDIMENT BY SILT FENCE, HAY BALES, OR EQUIVALENT MEASURES. PROTECTION SHALL REMAIN IN PLACE UNTIL ASPHALT AREAS HAVE BEEN PAVED AND ALL NONE PAVED AREAS HAVE 100% VEGETATION ESTABLISHED.
7. CONTRACTOR MUST PROTECT THE SANITARY LATERAL FROM ANY SAND, ROCK, ECT. ENTERING THE PIPE DURING CONSTRUCTION.
8. SANITARY SEWER LATERALS SHALL HAVE MINIMUM SLOPE OF 1/4" PER FOOT FOR ALL 4-INCH PIPE (200 DFU'S).
9. CONTRACTOR SHALL VERIFY THE TOTAL DRAINAGE FIXTURE UNITS (DFU'S) AND PIPE SIZES WITH THE PLUMBING PLANS.
10. SANITARY SEWER SERVICE SHALL BE PVC (SDR 35).
11. WATER SERVICE SHALL BE 2" I.D. TYPE-K COPPER OR 2" I.D. HDPE OR APPROVED EQUAL.
12. STORM SEWER SHALL BE ADS N-12 WT IB PIPE OR PRINSCO GOLDFLO WT OR SDR35 PVC OR APPROVED EQUAL. HDPE STORM SEWER IS ALLOWED WITHIN THE CITY OF EAU CLAIRE RIGHT-OF-WAY FOR DIRECT CONNECTIONS.
13. THE PIPE DIAMETER'S LISTED ARE THE NOMINAL INSIDE DIAMETER.
14. ALL EXTERIOR PLUMBING WORK SHALL BE BUILT ACCORDING TO THE CITY OF EAU CLAIRE STANDARD GENERAL CONDITIONS FOR STREET AND UTILITY CONSTRUCTION.
15. MANHOLES SHALL BE CONSTRUCTED AS DETAILED AND SET PLUMB WITH A MAXIMUM DEVIATION OF +/- 0.1 FOOT FROM VERTICAL.
16. LAY PIPE TO SLOPE GRADIENTS NOTED ON DRAWINGS; WITH MAXIMUM VARIATION FROM TRUE SLOPE OF 1/8 INCH IN 10 FEET.



**NOTE:**  
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

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DATE 10/2024					DATE 10/2024	7





SCOOTER'S  
COFFEE DRIVE-THRU



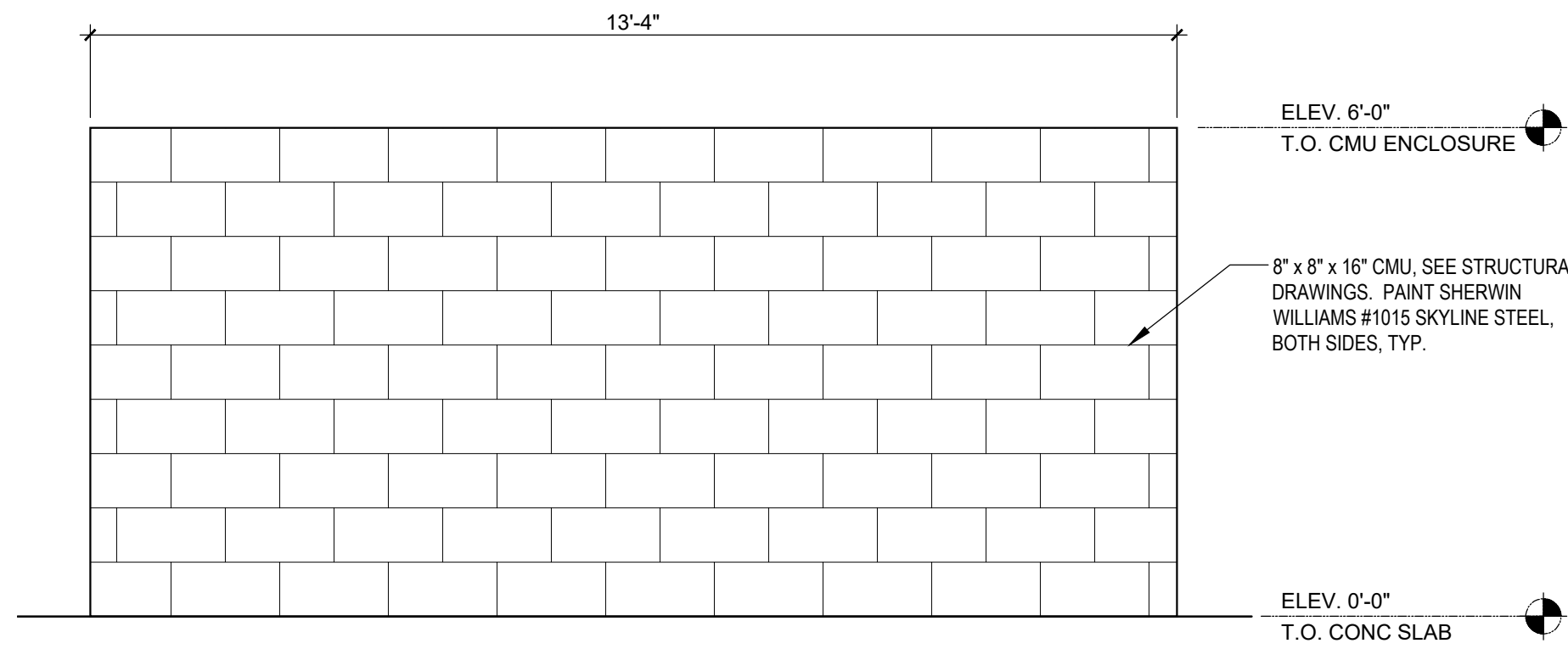




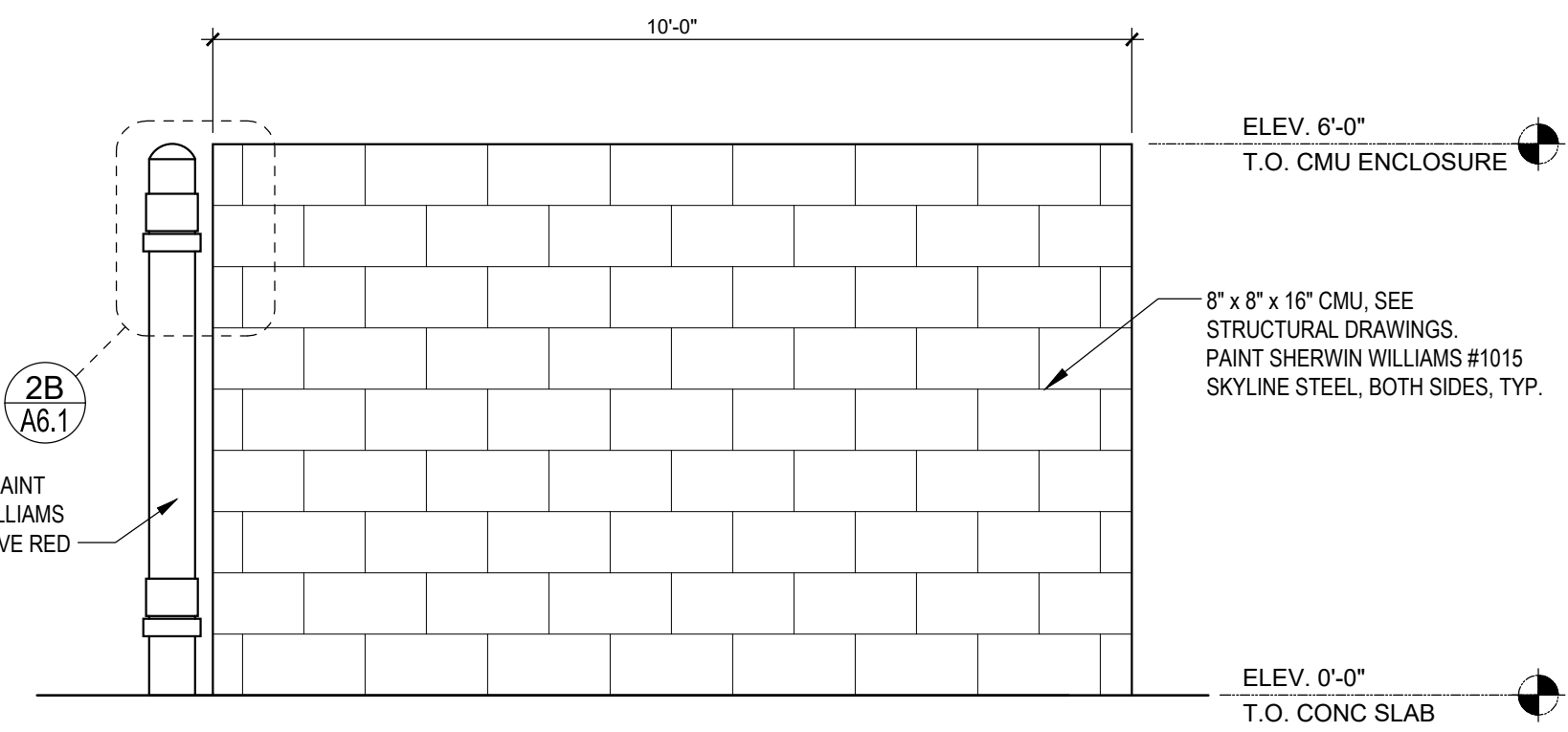




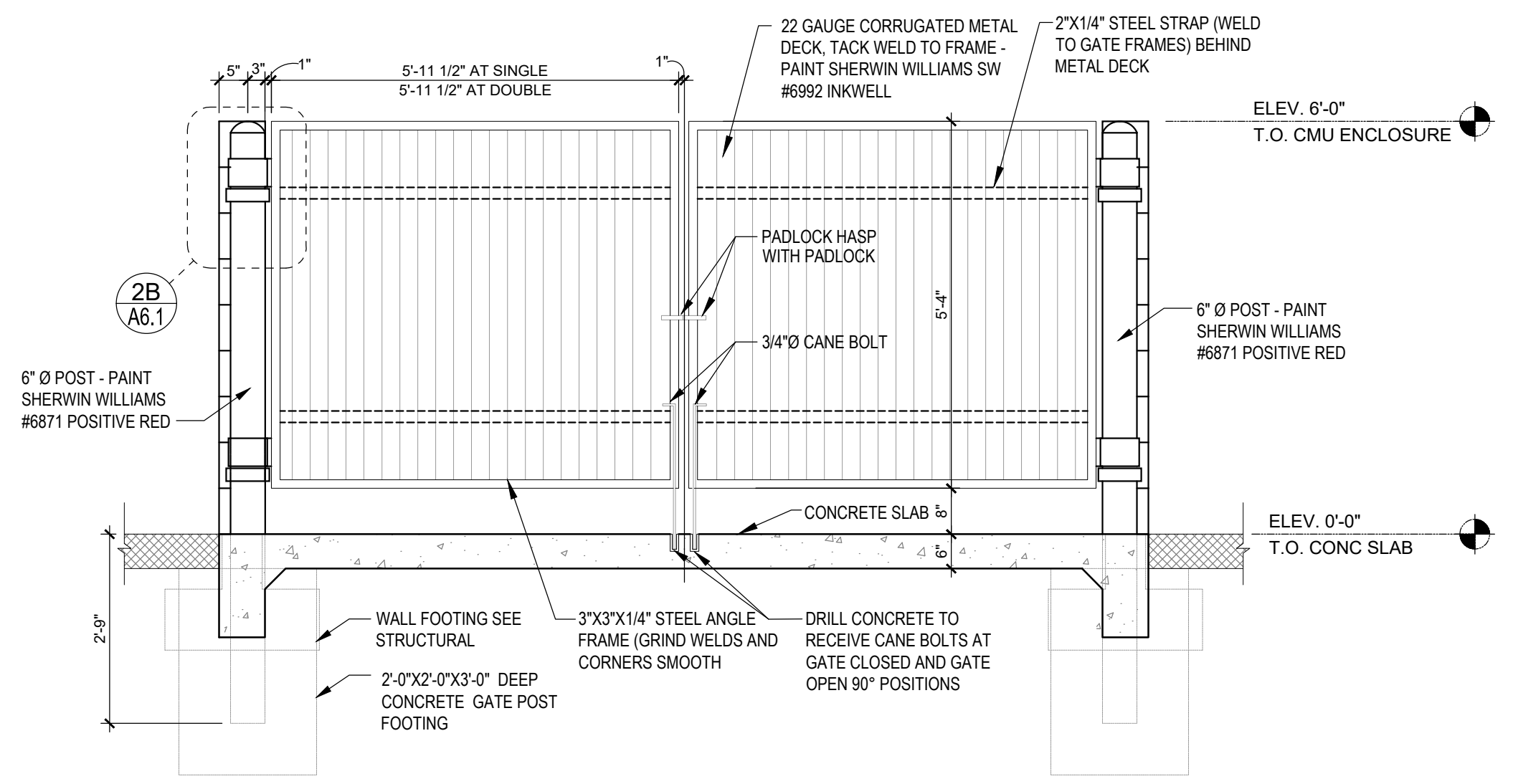
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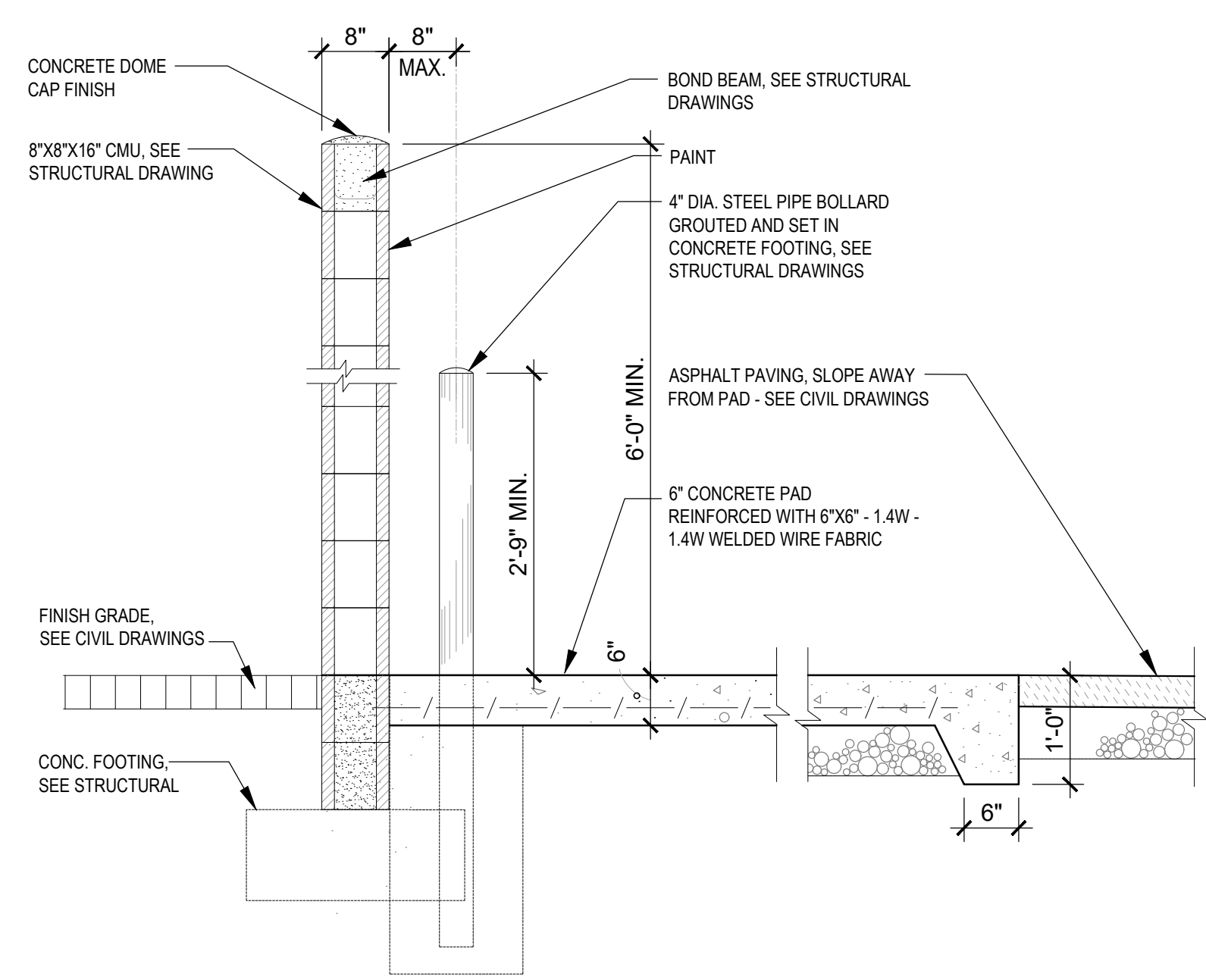
**7 TRASH ENCLOSURE - BACK ELEVATION**  
 SCALE: 1/2" = 1'-0"



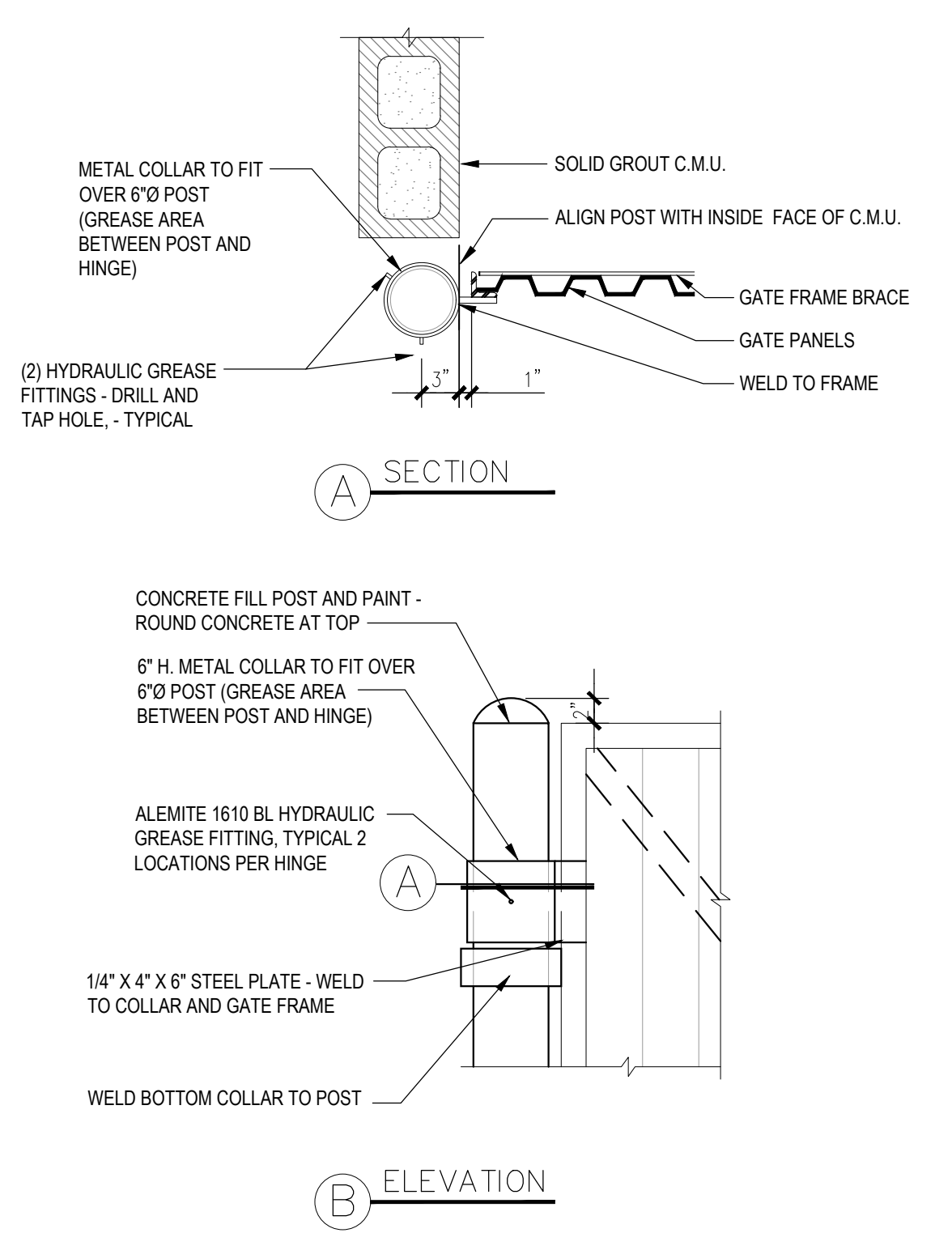
**6 TRASH ENCLOSURE - SIDE BACK ELEVATION**  
 SCALE: 1/2" = 1'-0"



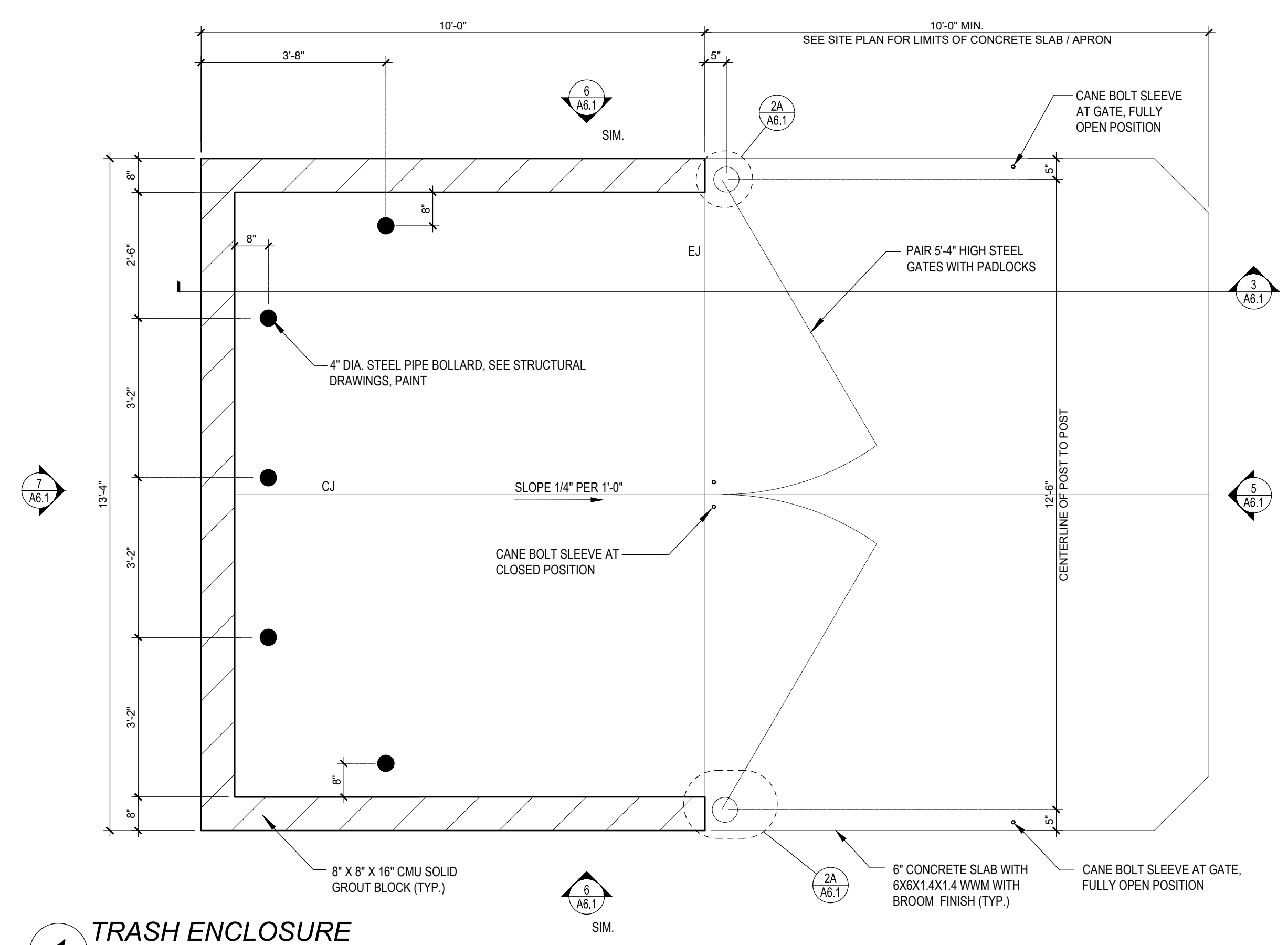
**5 TRASH ENCLOSURE - FRONT ELEVATION**  
 SCALE: 1/2" = 1'-0"



**3 SECTION AT TRASH ENCLOSURE**  
 SCALE: 3/4" = 1'-0"



**2 HINGE AT TRASH GATE**  
 SCALE: NTS



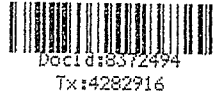
**1 TRASH ENCLOSURE**  
 SCALE: 1/2" = 1'-0"

PROJECT ADDRESS:  
 -  
 -  
 REVISIONS:

TITLE:  
**TRASH ENCLOSURE ELEVATIONS & DETAILS**

DATE:  
 -  
 PROJECT NO.  
 -  
 DESIGN DEVELOPMENT  
 PERMIT SUBMITTAL  
 BID PACKAGE  
 CONSTRUCTION ISSUE  
 SHEET NO.



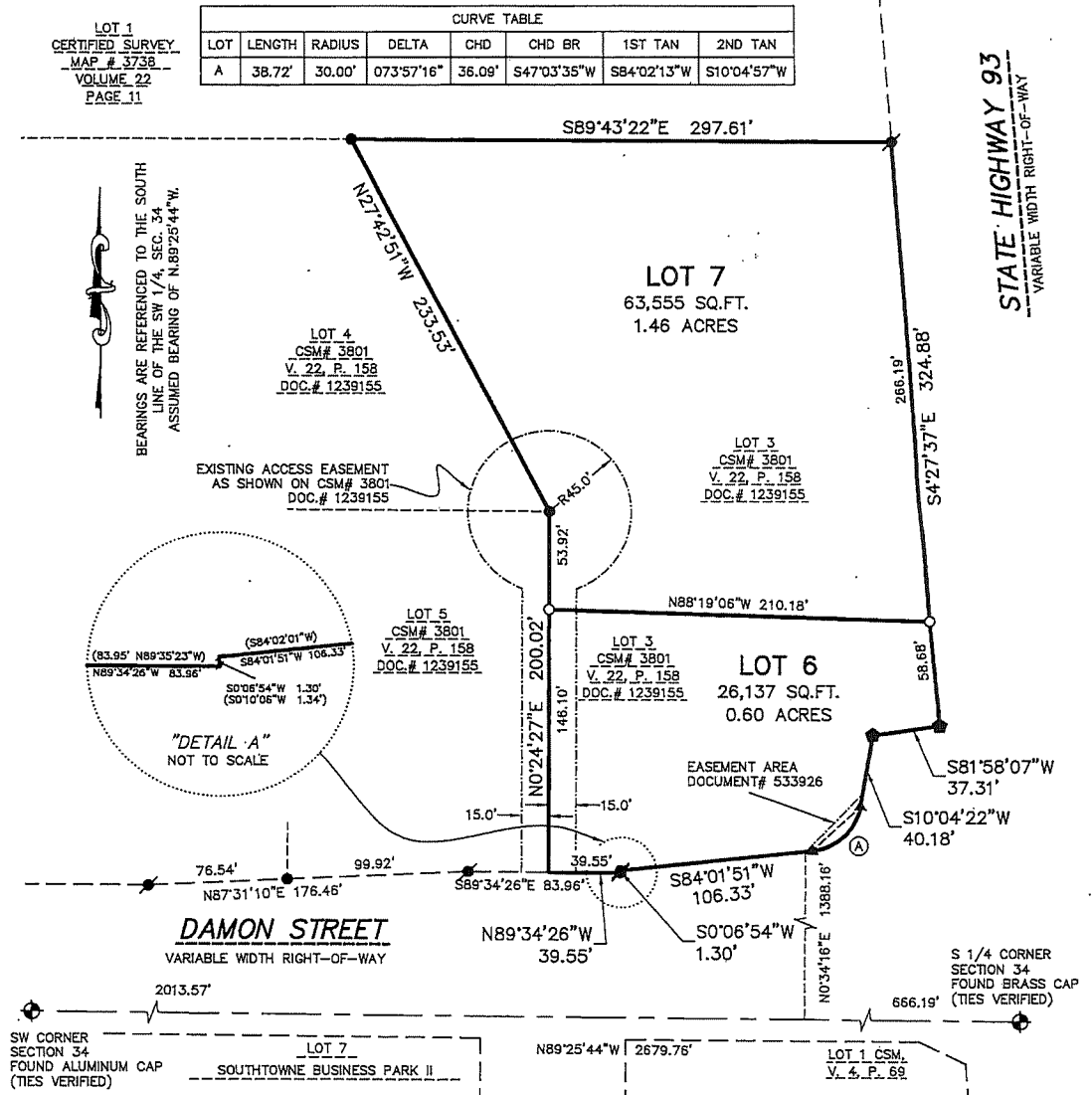


1256985

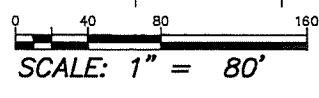
**CERTIFIED SURVEY MAP, NUMBER 3941**

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 34, TOWNSHIP 27 NORTH, RANGE 9 WEST,  
CITY OF EAU CLAIRE, EAU CLAIRE COUNTY, WISCONSIN  
BEING ALL OF LOT 3 OF CSM# 3801, V. 22, P. 158, DOC.# 1239155

TINA K. POMMIER  
EAU CLAIRE COUNTY WI  
REGISTER OF DEEDS  
RECORDED ON  
07/23/2024 01:19 PM  
REC FEE: 30.00  
CSM NO: 3941  
VOL: 24 CSM PAGE: 113  
PAGES: 2



CURVE TABLE							
LOT	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN
A	38.72'	30.00'	073°57'16"	36.09'	S47°03'35"W	S84°02'13"W	S10°04'57"W



- ABBREVIATIONS:  
 COR. - CORNER  
 CSM# - CERTIFIED SURVEY MAP NUMBER  
 DOC.# - DOCUMENT NUMBER  
 FND. - FOUND  
 LBS/LF - POUNDS PER LINEAR FOOT  
 O.D. - OUTSIDE DIAMETER  
 R/W - RIGHT OF WAY  
 R#W - RANGE # WEST  
 SEC. - SECTION  
 SQ.FT. - SQUARE FEET  
 V.# - VOLUME #  
 P. - PAGE #

- LEGEND**
- ▲ FOUND SURVEY NAIL
  - FOUND ALUMINUM MONUMENT
  - FOUND 3/4" REBAR
  - SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
  - ( ) RECORDED AS

REAL LAND SURVEYING, LLC  
 1356 INTERNATIONAL DRIVE  
 EAU CLAIRE, WI 54701  
 (715)514-4116  
 rlswl.com  
 CADD No. 24215 CSM

FIELDWORK  
 COMPLETION  
 DATE:  
 06/24/2024



SHEET 1 OF 2 SHEETS

G-4393

VOLUME 24 OF CERTIFIED SURVEY MAPS, PAGE 114  
**CERTIFIED SURVEY MAP, NUMBER 3941**

LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 34, TOWNSHIP 27 NORTH, RANGE 9 WEST,  
CITY OF EAU CLAIRE, EAU CLAIRE COUNTY, WISCONSIN  
BEING ALL OF LOT 3 OF CSM# 3801, V. 22, P. 158, DOC.# 1239155

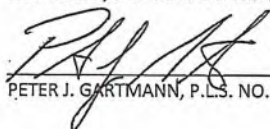
**SURVEYOR'S CERTIFICATE:**

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:  
THAT BY THE DIRECTION OF DEAN C. LARSEN REPRESENTATIVE OF LARSCO LLC., I HAVE SURVEYED, DIVIDED AND MAPPED THE  
LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND  
LOCATED IN THE NORTHEAST 1/4 - SOUTHWEST 1/4, SECTION 34, TOWNSHIP 27 NORTH, RANGE 9 WEST, CITY OF EAU CLAIRE,  
EAU CLAIRE COUNTY, WISCONSIN, BEING ALL OF LOT 3 CSM# 3801, V. 22, P. 158, DOC.# 1239155, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

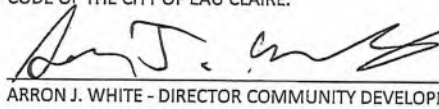
- BEING ALL OF LOT 3 OF CSM# 3801, V. 22, P. 158, DOC.# 1239155  
AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND  
DESCRIBED, AND THE DIVISION OF IT. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE  
WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF  
EAU CLAIRE, EAU CLAIRE COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

 DATED THIS 23<sup>rd</sup> DAY OF July, 2024  
PETER J. GARTMANN, P.L.S. NO. 2279

**CERTIFICATE OF CITY DEPARTMENT OF COMMUNITY DEVELOPMENT:**

I, ARRON J. WHITE, DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF EAU CLAIRE, HEREBY CERTIFY THAT THIS  
CERTIFIED SURVEY MAP IS APPROVED OF AS COMPLYING WITH TITLE 17, THE SUBDIVISION ORDINANCE, OF THE MUNICIPAL  
CODE OF THE CITY OF EAU CLAIRE.

 DATED THIS 23<sup>rd</sup> DAY OF July, 2024  
ARRON J. WHITE - DIRECTOR COMMUNITY DEVELOPMENT

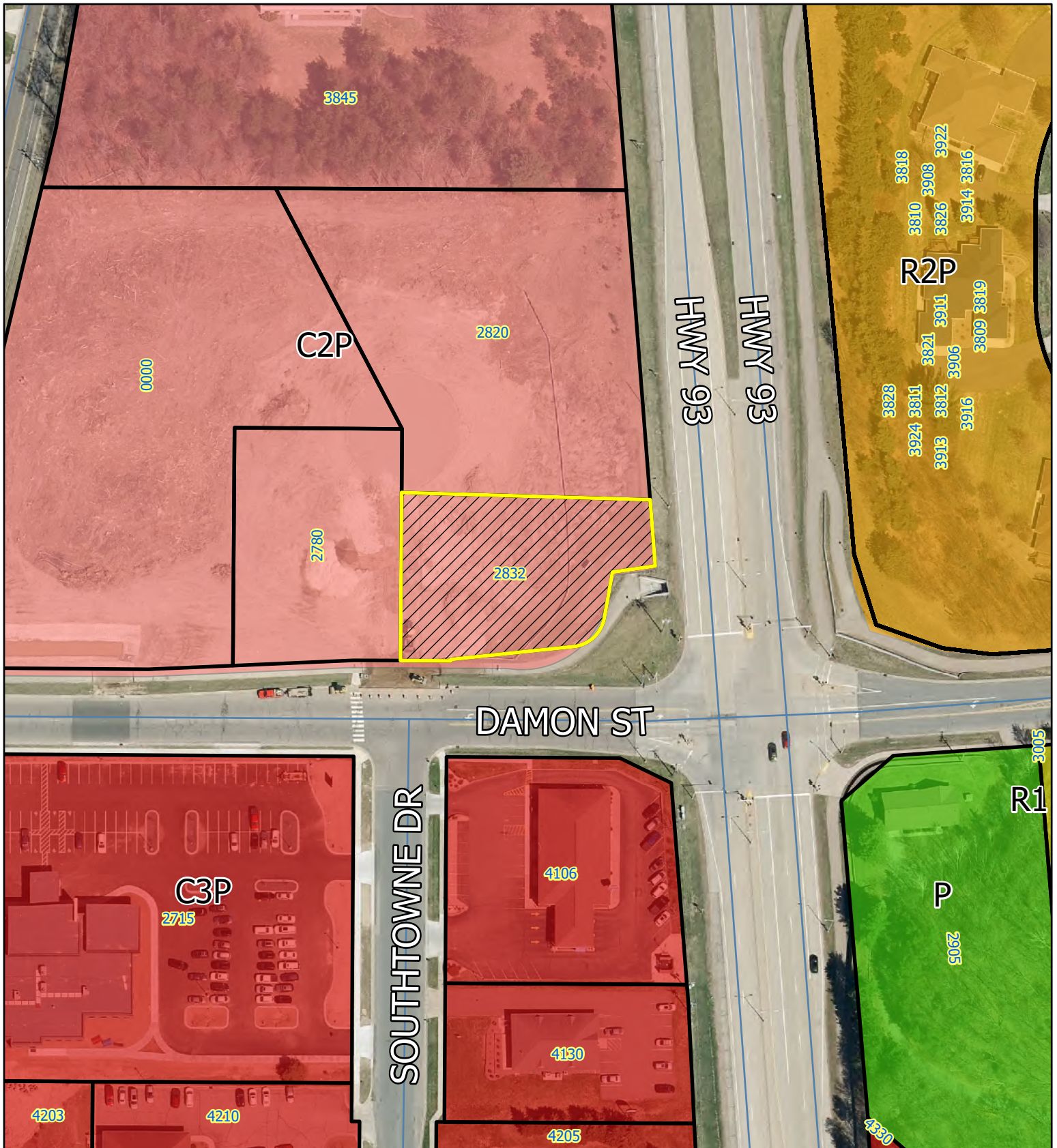
**Owner:**

LARSCO LLC., / Dean C. Larsen  
3610 Oakwood Hills Parkway #3  
Eau Claire, WI 54701









DAMON ST

SOUTHTOWNE DR

Hwy 93

Hwy 93

R2P

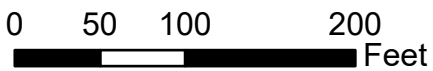
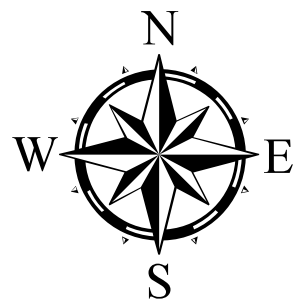
R1

P

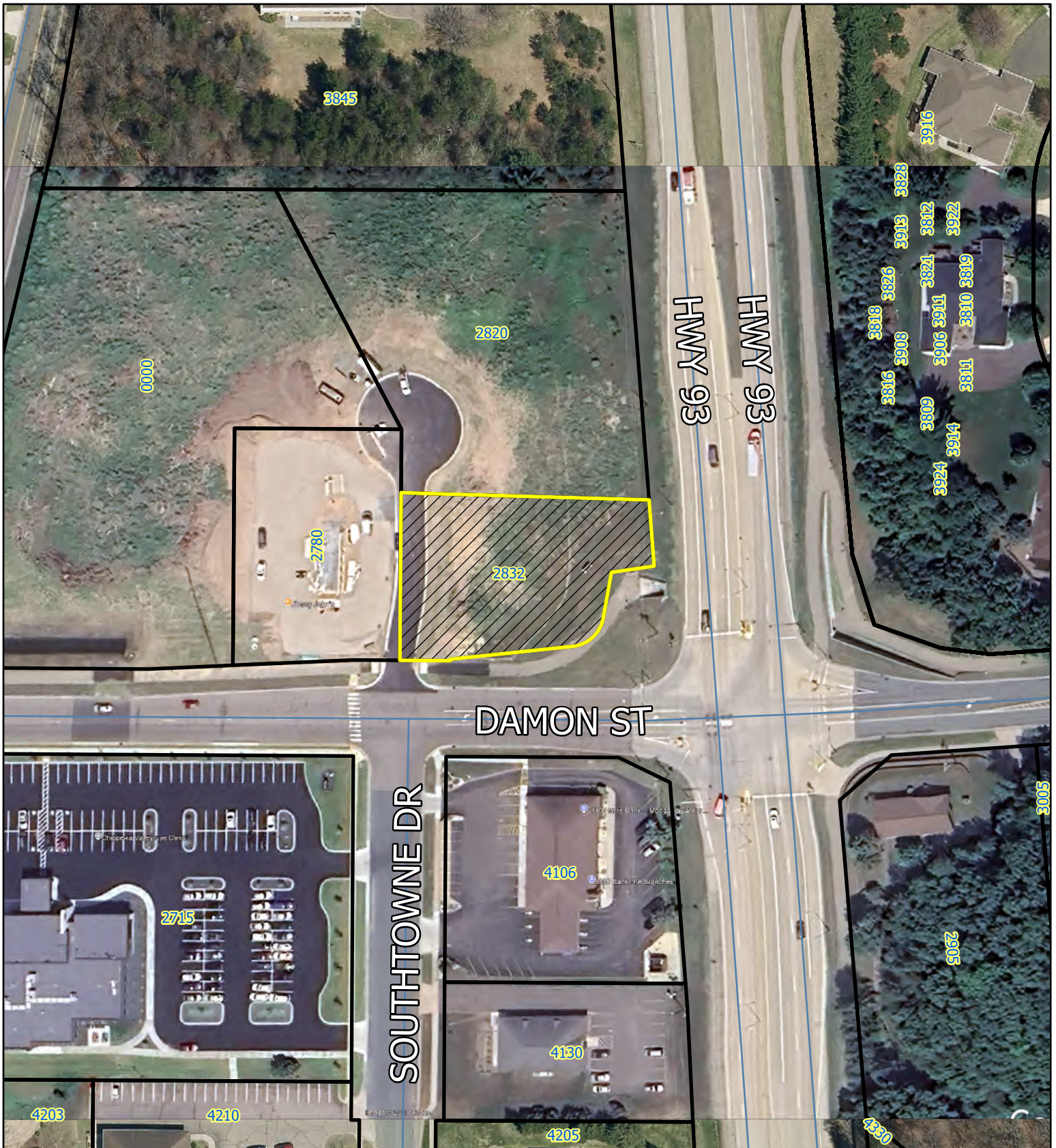


Zoning Map  
 Agenda Item: Z-744-89 Amd & SP-2414  
 Address: 2832 Damon Street

 Subject Property

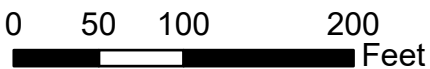
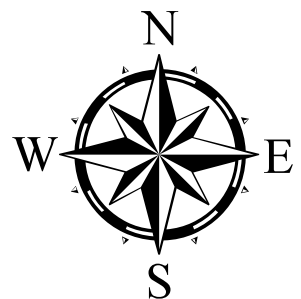






Aerial Map  
 Agenda Item: Z-744-89 Amd & SP-2414  
 Address: 2832 Damon Street

 Subject Property



**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending Chapter 10.48 entitled “Truck Traffic Regulations” of the Code of Ordinances of the City of Eau Claire limiting thru truck traffic on Sheridan Road.

**SUMMARY / BACKGROUND**

The proposed addition would allow permanent signage installation to restrict semi traffic on Sheridan Road, N. Eddy Street, N. Dewey Street, and Birch Street enroute to or from the local industrial area. The posted restriction would limit the semi traffic movements traveling through the residential neighborhood between Birch Street and the industrial area. Access to the industrial area can be obtained using Forest Street. Additionally, this supports the already load-posted restriction at the Eddy Street railroad bridge.

City Engineering and Police Department staff support this amendment.

**ACTION / ATTACHMENTS**

**Action:** Final Reading

**Attachments:** Ordinance  
Map

**ORDINANCE**

**ORDINANCE AMENDING CHAPTER 10.48 ENTITLED “TRUCK TRAFFIC REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE LIMITING THRU TRUCK TRAFFIC ON SHERIDAN ROAD.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

**SECTION 1. *Section 10.48.020 entitled “Thru Truck Traffic Limited” of Chapter 10.48, “Truck Traffic Regulations” is hereby amended as follows:***

**10.48.020 Thru truck traffic limited.**

C. The following streets shall be designated “NO THRU TRUCKS” and the director of engineering or the director of community services or their designee is authorized and directed to cause the appropriate signs to be erected giving notice thereof:

1. Carson Park Drive, from Menomonie Street to W. Grand Avenue;
2. Lake Street, from W. Grand Avenue to Fifth Avenue;
3. Ferry Street, from Short Street to Menomonie Street;
4. London Road, from Cross Street to South end;
5. Sheridan Road, N. Eddy Street, N. Dewey Street, Birch Street, from Forest

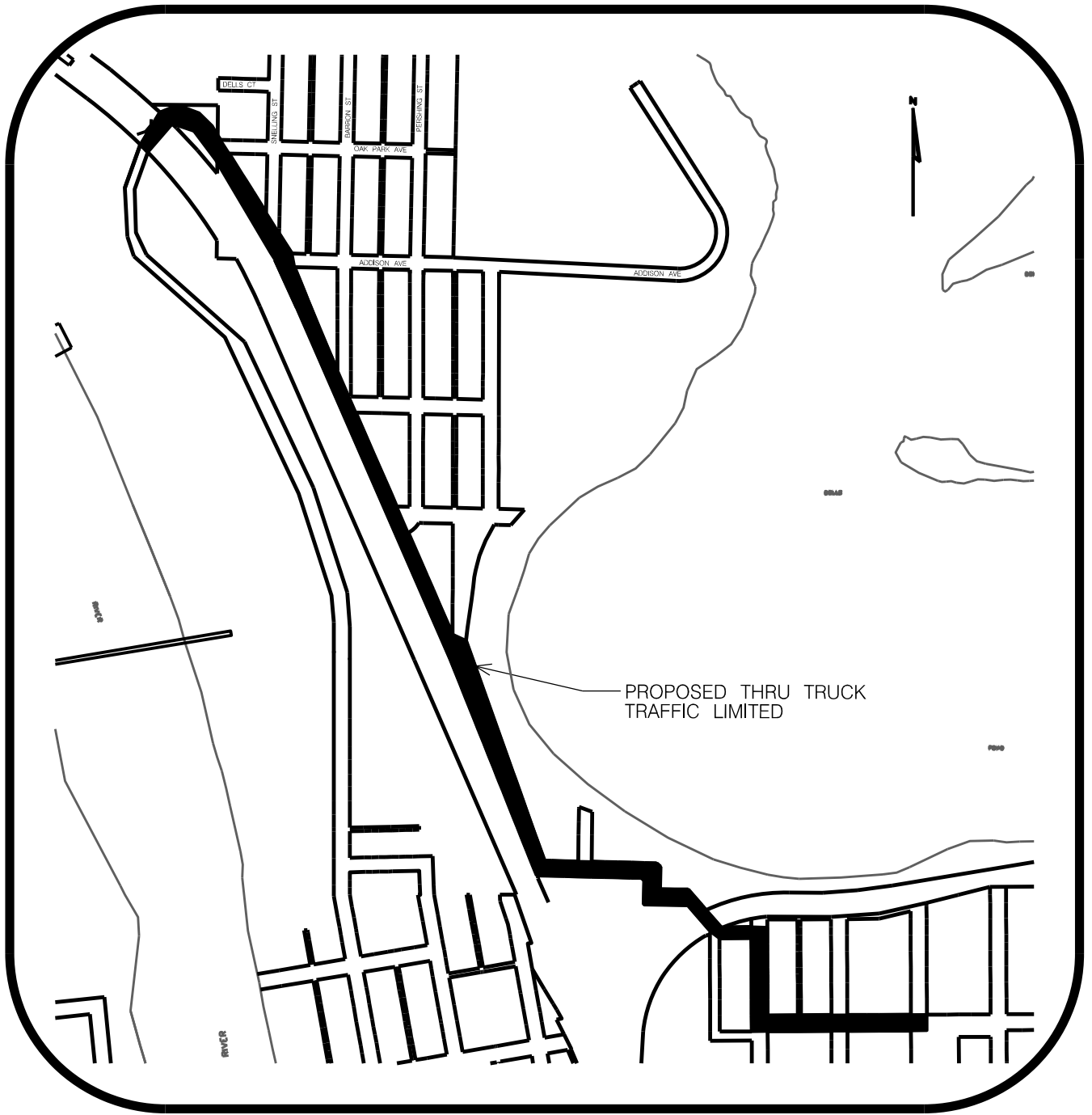
Street railroad overpass to Germania Street.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published



TRUCK TRAFFIC REGULATIONS  
 THRU TRUCK TRAFFIC LIMITED

SHERIDAN ROAD, N. EDDY STREET, N. DEWEY STREET,  
 BIRCH STREET, FROM FOREST STREET RAILROAD  
 OVERPASS TO GERMANIA STREET



**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending Chapter 13.10 entitled “Street Excavations and Openings” of the Code of Ordinances of the City of Eau Claire adjusting guarantee amount.

**SUMMARY / BACKGROUND**

Proposed changes to the Street Excavations and Openings ordinance include:

- a \$5,000 increase in the bond or security amount required from the contractor prior to the start of a street excavation and opening job.
- a change in language to clarify costs the contractor would be responsible for, in the event that the City finishes a project due to non-performance.

City staff recommends the proposed changes to better protect the City from financial loss due to the non-performance of a permit holder.

**ACTION / ATTACHMENTS**

**Action:** Final Reading

**Attachments:** Ordinance

**ORDINANCE**

**ORDINANCE AMENDING CHAPTER 13.10 ENTITLED “STREET EXCAVATIONS AND OPENINGS” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE ADJUSTING GUARANTEE AMOUNT.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

**SECTION 1. *Section 13.10.040 entitled “Bond” of Chapter 13.10, “Street Excavations and Openings” is hereby amended as follows:***

**13.10.040 Bond.** Before the issuance of a permit under section 13.10.020, the applicant shall execute and file with the city clerk and keep in effect a corporate surety bond or security deposit in the minimum sum of ~~five thousand dollars (\$5,000)~~ ten thousand dollars (\$10,000) conditioned upon the timely and faithful performance of all requirements and conditions of this chapter and of any permit issued to the applicant. Such bond shall also guarantee that if the city has to make the repairs, applicant shall pay all costs of making such repair and maintaining the same two (2) years. ~~The effective period of the bond or security shall be a minimum of two years.~~

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending Chapter 1.04 entitled “Definitions” of the Code of Ordinances of the City of Eau Claire adding to parking restrictions, June 19.

**SUMMARY / BACKGROUND**

The proposed addition to Chapter 1.04 is meant to declare June 19 as a parking holiday, which is a result of the federal holiday declaration.

**ACTION / ATTACHMENTS**

**Action:** Final Reading

**Attachments:** Ordinance

**ORDINANCE**

**ORDINANCE AMENDING CHAPTER 1.04 ENTITLED “DEFINITIONS” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE ADDING TO PARKING RESTRICTIONS, JUNE 19.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** *Section 1.04.010 entitled “Definitions” of Chapter 1.04, “General Provisions” is hereby amended as follows:*

**1.04.010 Definitions.**

Dm. “Holiday” means the following days: January 1; the last Monday in May; July 4; the first Monday in September; the 4th Thursday in November; December 25; and December 31. For the exclusive purpose of enforcement of parking restrictions, “holiday” shall also mean the following days: the third Monday in January; the third Monday in February; June 19; the second Monday in October; November 11; and December 24.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending Table III entitled “Stop Intersections” of the Code of Ordinances of the City of Eau Claire at various downtown intersections.

**SUMMARY / BACKGROUND**

The proposed additions to stop intersections in Table III of the Code of Ordinances reflect the request for stop signs in all directions at the following intersections:

- Wisconsin Street and North Barstow Street
- Galloway Street and North Barstow Street

The intersections were two-way stop-controlled intersections with traffic stopping on Galloway Street and Wisconsin Street previously. City staff evaluated the intersections and validated the temporary need for additional stop sign installation during construction along North Barstow Street, which started in 2023 and came to completion in 2024.

Approval of this change would allow for permanent signage installation at the intersections of Wisconsin Street and Galloway Street with North Barstow Street, to make both intersections operate using all-way stop control.

City Engineering and Police Department staff support this amendment.

**ACTION / ATTACHMENTS**

**Action:** Final Reading

**Attachments:** Ordinance

**ORDINANCE**

**ORDINANCE AMENDING TABLE III ENTITLED “STOP INTERSECTIONS” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE AT VARIOUS DOWNTOWN INTERSECTIONS.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** *Table III entitled “Stop Intersections” is hereby amended as follows:*

**Stop intersections.** All vehicles shall stop behind the crosswalk at the intersection of the following named streets when proceeding as indicated:

- Galloway Street and North Barstow Street, when entering from the east and west;
- North Barstow Street and Galloway Street, when entering from the north and south;
- North Barstow Street and Wisconsin Street, when entering from the north and south;
- Wisconsin Street and Galloway Street, when entering from east and west;

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**ORDINANCES  
FOR  
INTRODUCTION**

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending s. 2.72.010 entitled “City of Eau Claire Pay Plan – Adopted,” specifically those parts thereof pertaining to Eau Claire Police Patrol, Local 9 employees.

**SUMMARY / BACKGROUND**

This ordinance would amend the pay plan for the City of Eau Claire, specifically to provide the following wage increases for Police Patrol, Local 9 employees:

- 3.25% effective January 1, 2025 (1.25% ATB & 2% lift)
- 1.75% effective July 1, 2025 (1.25% ATB & .50% lift)
- 2.25% effective January 1, 2026 (1.25% ATB and 1% lift)
- 1.25% ATB effective July 1, 2026

It is respectfully requested that City Council suspend the rules and vote on the ordinance at the Tuesday, November 26, 2024 Council meeting to allow for the implementation of the pay plan on January 1, 2025.

**ACTION / ATTACHMENTS**

**Action:** First Reading

**Attachments:** Ordinance  
Memo



**ORDINANCE**

**ORDINANCE AMENDING S. 2.72.010 ENTITLED “CITY OF EAU CLAIRE PAY PLAN – ADOPTED,” SPECIFICALLY THAT PART THEREOF PERTAINING TO EAU CLAIRE POLICE PATROL, LOCAL 9 EMPLOYEES.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

That s. 2.72.010 entitled “City of Eau Claire Pay Plan-Adopted” is hereby amended as follows:

SECTION 1. That the Pay Plan, specifically that part thereof pertaining to Police Patrol, Local 9 employees, is hereby amended to provide a 3.25% increase effective January 1, 2025 (1.25% across-the-board & 2% lift); a 1.75% increase effective July 1, 2025 (1.25% across-the-board & .50% lift); a 2.25% increase effective January 1, 2026 (1.25% across-the-board and 1% lift); and a 1.25% across-the-board increase effective July 1, 2026; as contained in the pay plan pages on file in the City Clerk's office, and made a part hereof by reference.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Second Reading  
Adopted  
Published

# MEMORANDUM

**To: City Manager**  
**From: Finance Director**  
**Re: Proposed Pay Plan Changes**  
**Date: November 19, 2024**

The following are proposed changes to the City of Eau Claire Pay Plan. Changes are effective January 1, 2025.

It is respectfully requested that City Council suspend the rules and vote on the ordinance at the Tuesday, November 26, 2024 Council meeting to allow for the implementation of the pay plan on January 1, 2025.

## **Pay Plan**

### **Local 9**

01/01/25 – 06/30/25  
3.25% increase  
(1.25% ATB & 2% lift)

07/01/25 – 12/31/25  
1.75% increase  
(1.25% ATB & 0.50% lift)

01/01/26 – 06/30/26  
2.25% increase  
(1.25% ATB & 1% lift)

07/01/26 – 12/31/26  
1.25% increase

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending the City of Eau Claire Employee Benefits & Leaves Plan.

**SUMMARY / BACKGROUND**

A tentative agreement has been reached between the City of Eau Claire and Professional Police Officer's Association, Local 9, for a successor collective bargaining agreement. This ordinance would amend the Benefits & Leaves Plan per the terms of the tentative agreement, and also align the benefits and leaves of Police Command and the Police Chief accordingly.

It is respectfully requested that City Council suspend the rules and vote on the ordinance at the Tuesday, November 26, 2024 Council meeting to allow for the implementation of the benefits and leaves changes on January 1, 2025.

**ACTION / ATTACHMENTS**

**Action:** First Reading

**Attachments:** Ordinance

**ORDINANCE**

**ORDINANCE AMENDING THE CITY OF EAU CLAIRE EMPLOYEE BENEFITS AND LEAVES PLAN.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DOES ORDAIN AS FOLLOWS:**

That s. 2.72.020 entitled “City of Eau Claire Employee Benefits and Leaves Plan-Adopted” is hereby amended as follows:

SECTION 1. That the Benefits and Leaves Plan, specifically the Police Patrol Employees, Police Command Employees and Department Director-Police Chief fringe benefits sheets, as on file in the City Clerk’s Office and made a part hereof by reference, shall be amended effective January 1, 2025 to provide vacation leave as follows:

The standard vacation schedule for an employee working a 40-hour work week schedule is as follows:

<b><u>Years of Continuous Service</u></b>	<b><u>Annual Vacation Accrual</u></b>
Start of employment up to 1 year of service	80 hours
After 1 year of service	120 hours
After 5 years of service	136 hours
After 9 years of service	160 hours
After 12 years of service	176 hours
After 15 years of service	200 hours

The standard vacation schedule for an employee working a shift schedule is as follows:

<b><u>Years of Continuous Service</u></b>	<b><u>Annual Vacation Accrual</u></b>
Start of employment up to 1 year of service	82.50 hours
After 1 year of service	123.75 hours
After 5 years of service	140.25 hours
After 9 years of service	165.00 hours
After 12 years of service	181.50 hours
After 15 years of service	206.25 hours

Full-time employees hired on or after January 1, 2025 shall receive one week vacation on their first day of employment, with the number of hours subject to proration based on hours worked and position vacation accrual schedule.

SECTION 2. That the Benefits and Leaves Plan, specifically the Police Patrol Employees, Police Command Employees and Department Director-Police Chief fringe benefits sheets, as on file in the City Clerk’s Office and made a part hereof by reference, shall be amended effective January 1, 2025 to add the following additional benefit:

Physical Fitness Program

Employees who complete at least four (4) sessions of qualifying physical fitness as described below per month during all twelve (12) months of the full calendar year shall receive two (2)

additional days of paid leave for use within the following calendar year. Any Fitness Leave

earned by an employee must be used within the year received or lost without compensation as Fitness Leave is a conditional flexible leave benefit without cash value during or at the conclusion of employment. Qualifying physical fitness sessions shall be one of the following:

- a. 30 minutes of physical exercise in the Department’s physical fitness area with or approved by a Department supervisor or trainer; or
- b. 60 minutes participation in Department designated and sponsored defense tactics, wellness or other self-improvement training.

The exercise or training sessions can be on-duty if approved by a supervisor at supervisory discretion and Department operational needs; or, if off-duty, are not compensable time as such sessions are optional personal fitness and wellness opportunities for the employee. Employees who miss up to one (1) session in a month may continue to qualify provided the session is made up the following month. Otherwise, all sessions in all months in the calendar year must be met to receive the two (2) additional days of leave, there is no partial credit under this voluntary program.

SECTION 3. That the Benefits and Leaves Plan, specifically the Police Patrol Employees fringe benefits sheets, as on file in the City Clerk’s Office and made a part hereof by reference, shall be amended effective January 1, 2025 to add the following additional benefit:

Training Officer Pay

Officers acting in a position of Police Training Officer (“PTO”) shall receive an additional \$2.00 per hour for those hours spent actively training as assigned and approved by the Chief.

SECTION 4. That the Benefits and Leaves Plan, specifically the Police Patrol Employees fringe benefits sheets, as on file in the City Clerk’s Office and made a part hereof by reference, shall be amended effective January 1, 2025 as follows:

~~Deferred Compensation Cash Payment in Lieu of Health Insurance~~

Optional ~~deferred compensation employer contribution~~ cash payment of \$150.00 per month (\$69.23 per pay period) for an employee with no employer-paid health insurance. This may be contributed by the employee to any Roth or other deferred compensation plan offered by the City.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending the Municipal Code by creating Section 5.66 establishing a short term rental license requirement.

**SUMMARY / BACKGROUND**

This proposed ordinance amends the Municipal Code of the City of Eau Claire by creating section 5.66 establishing a short term rental license requirement.

This ordinance and a proposed amendment to the Zoning Code would streamline the process for getting licensed to operate a short term rental by creating said license. The proposed ordinance defines the criteria for a property to qualify as a short term rental, aligns with state statute requirements for these rentals, and requires a minimum night stay of 7 nights and limits short term rentals to a 180 day period each year. This durational requirement is the strictest that State Statute allows. The proposed ordinance also provides clarification between Bed and Breakfasts and Tourist Rooming Houses.

Approval of the ordinance would amend the 2025 Schedule of Fees & Licenses as shown below.

Chap.	Line	License/Fee	Ordinance/ Statutory Authority	Last Fee Change	2024 Adopted Fee	2025 Adopted Fee
5	5.053	Short Term Rental - New Application	5.66	N/A	N/A	\$700.00
5	5.054	Short Term Rental - Renewal	5.66	N/A	N/A	\$300.00

City Staff recommends adopting a short-term rental ordinance to address the current Conditional Use Permit difficulties, but does not take a position as to the durational limitations.

**ACTION / ATTACHMENTS**

**Action:** First reading

**Attachments:** Ordinance

## ORDINANCE

### ORDINANCE CREATING CHAPTER 5.66 OF TITLE 5 ENTITLED “SHORT-TERM RENTAL” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE

THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DO ORDAIN AS FOLLOWS:

**SECTION 1.** *Section 5.66.010 entitled “Purpose” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:*

**5.66.010 Purpose.** This chapter is established to offer an opportunity for property owners to gain additional income from their property while contributing to the tourism and short-term stay industry of the City of Eau Claire; to support the balance between the rights of property owners to rent their homes and the need for sustainable long-term housing for current and prospective residents of the City of Eau Claire; and to ensure that necessary health and safety measures are implemented when using a residential structure for commercial activity.

**SECTION 2.** *Section 5.66.020 entitled “Definitions” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:*

**5.66.020 Definitions.** For purposes of this chapter, the terms herein have the following meanings:

A. “Short-term rental” shall mean a tourist rooming house pursuant to Chapter 72, Wis. DATCP Admin. Code, or a bed and breakfast pursuant to Chapter 73, Wis. DATCP, and also explicitly includes the use of a property for which goods, services, or other items of value are exchanged in lieu of money.

**SECTION 3.** *Section 5.66.030 entitled “License Required” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:*

**5.66.030 License Required.** Property owners shall apply for and procure a short-term rental license from the City prior to the listing, posting, or advertising of any dwelling for short-term rental use unless it is located in a commercially zoned district.

**SECTION 4.** *Section 5.66.040 entitled “License Requirements” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:*

**5.66.040 License Requirements.** A. A short-term rental license shall be effective for one-year and subject to annual renewal thereafter. The licensing year shall be July 1 through June 30.

B. Renewal applications shall be submitted by May 15<sup>th</sup> of each year or the applicant shall be required to submit an application as a new short-term rental.

C. License fees shall be as stated in the City of Eau Claire Fee and License Schedule. All short-term rentals are subject to room tax requirements.

D. Licenses shall be specific to an address and non-transferrable in any form. An existing license is void upon transfer of property.

E. Licenses may be revoked for failure to comply with this code, any state licensing requirements, or other applicable laws or regulations.

F. The short-term license permit number shall be included on any rental listing for the subject property.

G. Property owners shall obtain relevant tourist rooming house and other applicable state of Wisconsin licenses prior to the issuance of the short-term rental license.

H. A short-term rental property shall be in compliance with all applicable local ordinances, state, and federal statutes. All requirements shall be met prior to issuance of a license.

I. Short-term rental periods shall be a minimum of seven (7) days. Short-term rentals shall be limited to a maximum of 180 rental days per year, which shall be consecutive. Applicant shall indicate the start of the 180-day rental period on the license application. Bed and Breakfasts shall be exempt from this requirement.

J. The number of occupants of a short-term rental shall not exceed the limits set forth in State of Wisconsin Administrative Code for habitable rooms.

K. A minimum of one off-street parking space per guest room shall be required. Guest parking stalls shall not take up any required parking for other users present on the subject property.

L. No exterior advertising of the short-term rental shall be allowed.

M. Short-term rentals located in one-unit and two-unit dwellings shall be exempt from buffer requirements otherwise applicable to commercial property uses.

M. Parking areas and trash storage areas shall be screened from view. One and two-unit dwellings shall be exempt from parking screening.

O. Short-term rentals shall not be allowed in a detached Accessory Dwelling Unit or accessory structure, a recreational vehicle (RV), camper, tent, tree house, or any other temporary lodging arrangement on-site for the means of providing accommodations and/or guests of a short-term rental.

**SECTION 5. *Section 5.66.050 entitled “Application Requirements” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:***

**5.66.050 Application Requirements.** Applications shall be made pursuant to forms provided by the City Clerk and shall contain all information requested therein, along with the applicable application fee for processing. The application shall include but not be limited to the following:

1. The maximum number of allowed vehicles based on the number of available off-street parking spaces.
2. The number of guest rooms.
3. A detailed building plan demonstrating in the area and amenities available to a prospective renter.

**SECTION 6. *Section 5.66.060 entitled “Penalty and Revocation” of Chapter 5.66, “Short-Term Rental”, is hereby created as follows:***



**5.66.060 Penalty and Revocation.** A. Licenses may be suspended, revoked, or non-renewed for violation of the City’s Code of Ordinances. Suspension, denial, or revocation of a license may be appealed to the City of Eau Claire Administrative Review Board.

B. Any person, firm, association, corporation or business, or any agent or employee of any such person or entity, shall, upon conviction, be subject to a forfeiture of not less than \$100, together with the costs of prosecution. Each day of violation and each individual offense shall constitute a separate violation.

**SECTION 7.** *The Schedule of Fees and Licenses shall be amended to reflect initial review fee of \$700 and renewal fee of \$300.*

**SECTION 8.** *Current property owners with Conditional Use Permits for a short-term rental use shall be exempt from the initial license review fee and shall further be exempt from any rental period limitations in this ordinance if the property obtains and maintains in good standing a license pursuant to this ordinance.*

**SECTION 9.** *A license obtained in compliance with this ordinance between the effective date and June 30, 2025 shall be valid until June 30, 2026.*

**SECTION 10.** *This ordinance shall be effective immediately upon publication.*

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance amending the Zoning Code of the City of Eau Claire by amending sections 18.02.020 Definitions and 18.04.030 Establishment of Uses removing the requirement for a conditional use permit to operate Bed and Breakfast Houses, amending the definition of Bed and Breakfast, and creating a definition of Tourist Rooming Houses.

**SUMMARY / BACKGROUND**

This proposed ordinance amends the Zoning Code of the City of Eau Claire by amending the definition and use table in sections 18.02.020 Definitions and 18.04.030 Establishment of Uses. The amendments are updating the definition of Bed and Breakfast, adding a definition for Tourist Rooming Houses, and removing the requirement of a Conditional Use Permit for a Bed and Breakfast.

This ordinance and a proposed creation of the short term rental license will streamline the process for getting licensed to operate a short term rental. The proposed ordinance also provides clarification between Bed and Breakfasts and Tourist Rooming Houses.

**ACTION / ATTACHMENTS**

**Action:** First reading

**Attachments:** Ordinance

## ORDINANCE

### ORDINANCE AMENDING TITLE 18 ENTITLED “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF EAU CLAIRE

THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DO ORDAIN AS FOLLOWS:

**SECTION 1.** *Section 18.02.020 entitled “Definitions” of Chapter 18.02 is hereby amended as follows:*

**18.02.020 Definitions.** A. For the purpose of this title, the following words shall have the following meaning:

8. Bed and Breakfast House. ~~A dwelling in which less than ten guest rooms are provided for occupancy for compensation by transient guests. Any place of lodging that provides eight (8) or fewer rooms for rent to no more than a total of twenty (20) tourists or other transients for more than ten (10) nights in a 12-month period, is the owner’s personal residence, is occupied by the owner at the time of rental, and in which the only meal served to guests is breakfast.~~

86. Tourist Rooming House. All lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients. It does not include private boarding or rooming houses not accommodating tourists or transients, or bed and breakfast establishments.

**SECTION 2.** Definitions following number eighty-six shall be renumbered.

**SECTION 3.** *Section 18.04.030 entitled “Establishment of Uses” of Chapter 18.04 is hereby amended as follows:*

6. Bed and breakfast shall be permitted and designated with a “P”.

**SECTION 4.** *Section 18.04.030 entitled “Establishment of Uses” of Chapter 18.04 is hereby created as follows:*

55. Tourist Rooming House shall be permitted and designated with a “P”.

**SECTION 5.** *Section 18.35.050 entitled “Specific Provisions” of Chapter 18.35 is hereby amended as follows:*

C. Bed and Breakfast House shall be repealed.

(SEAL) \_\_\_\_\_  
President Emily K. Berge

(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published

**CITY COUNCIL**

**AGENDA ITEM COVER SHEET**

**Meeting Date:** Tuesday, November 26, 2024

**Agenda Item:** Ordinance to rezone property from R-3P and C-3P to C-3 located at 6325 Sculy Drive (Z-1749-24).

**SUMMARY / BACKGROUND**

Ordinance to rezone property from R-3P and C-3P to C-3 located at 6325 Sculy Drive.

**ACTION / ATTACHMENTS**

**Action:** First reading

**Attachments:** Ordinance  
Map

**ORDINANCE**

**ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF EAU CLAIRE.**

**THE CITY COUNCIL OF THE CITY OF EAU CLAIRE DO ORDAIN AS FOLLOWS:**

That the Zoning Ordinance for the City of Eau Claire, Wisconsin, is hereby amended by rezoning the following described property:

Property Location: 6325 Scully Drive; Parcel Number: 15-7005-C

From

R-3P (Low-Rise Multiple-Family District Planned Development)

&

C-3P (Community Commercial Planned Development)

To

C-3 (Community Commercial)

To adopt the general development plan for an office building as shown on Planning File No. Z-1749-24, on file in the office of the Department of Community Development.

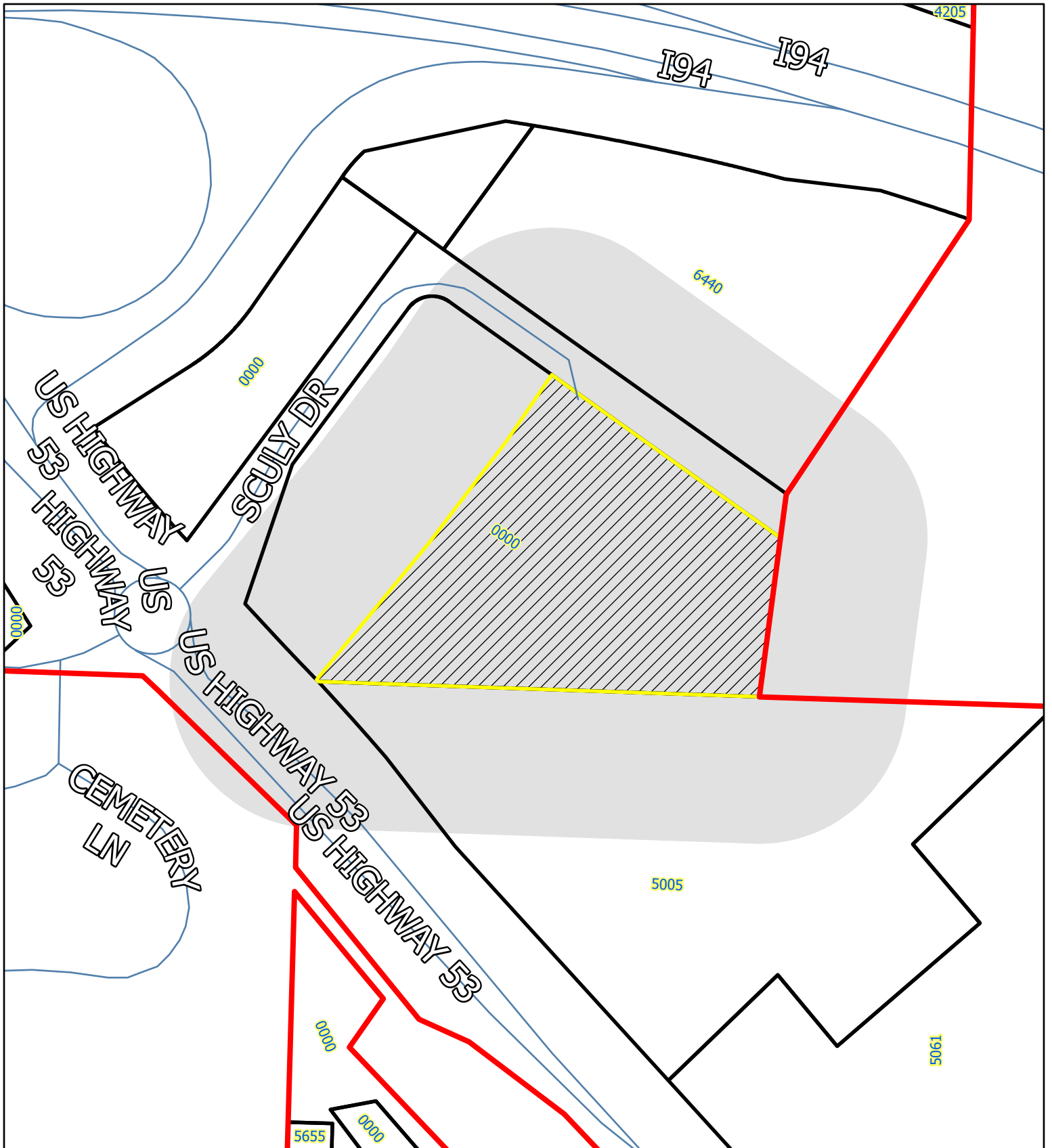
All provisions of said zoning ordinance now or thereafter adopted, and all regulations now existing or hereafter adopted by the City of Eau Claire connected with or related to C-3 district shall apply to said changed district, and the district map adopted by Section 18.60.020 of the Eau Claire Municipal Code shall thereafter be amended in accordance with this ordinance. The General Development Plan for this property, a copy of which is on file in the office of Community Development and open to public inspection during normal business hours, is hereby approved or approved with conditions, as per Section 18.10.030 B. of the Eau Claire Municipal Code.

(SEAL) \_\_\_\_\_  
President Emily K. Berge




(SEAL) \_\_\_\_\_  
City Manager Stephanie A. Hirsch

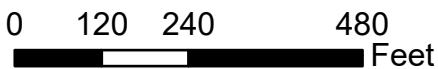
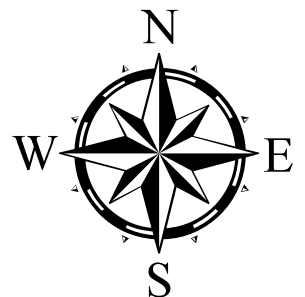
(ATTESTED) \_\_\_\_\_  
City Clerk Kristina M. Kuzma

First Reading  
Final Reading  
Adopted  
Published



Notification Map  
 Agenda Item: Z-1749-24  
 Address: 6325 Scully Drive

-  City Limits
-  Subject Property
-  Notification Area



**PLAN COMMISSION**  
**MINUTES**





Plan Commission Minutes  
November 18, 2024 at 6:00 p.m.  
City Hall Council Chambers

Commission Members Present: Erickson, Helgeson, Holzman, Lenard, Werthmann, Wolfgram, Zeug

Commission Members Absent: Davis, Felton

Staff Members Present: Baumgartner, Noel, Rinka

1. Call to Order – Chairperson Helgeson called the meeting to order at 6:01 p.m.
2. Roll Call – Chairperson Helgeson called roll for the meeting.
3. Open public comment period for items not on the agenda noted as public hearings. None.

Consent Agenda

4. A. Approval of October 14, 2024, Plan Commission Minutes

Commissioner Leonard moved to approve the consent agenda, seconded by Commissioner Lenard and the motion carried unanimously.

Regular Agenda

5. Public Discussion – Site Plan Approval (SP-2414) – 3101 N Hastings Way

Baumgartner presented the proposed parking lot addition, covering the 32-stall parking lot addition and bioretention pond. He also covered the conditions that the 32-stall expansion area needed to be paved by the middle of June; a landscaping plan needed to be provided that detailed the street trees/parking lot screening; and that curb and/or curb stops were needed along the new parking area.

Commissioner Werthmann asked about the lighting plan and for clarification on the screening between the dealership and the residential properties that were abutting them. Baumgartner explained that there is existing screening between the tree line and the fence that the applicant installed. He also explained that prior to any work being done the lighting plan would need to be reviewed as a condition of approval, and an electrical permit would be needed.

Melissa Hallquist, applicant and owner of Northtrail Auto Sales, elaborated on the lighting situation, noting that potential lights would be square shaped and pointed straight down. She also noted that she did not know if they would be adding lighting.

Commissioner Erickson moved to approve the proposed site plan, subject to staff conditions. Seconded by Commissioner Wolfgram and the motion passed unanimously.

6. Public Discussion – Site Plan Approval (SP-2415) – 3702 Gateway Drive

Baumgartner presented a request for approval of a site plan for a new coffee shop. He covered the future subdivision of the lot, the façade design, dumpster enclosure design, parking, landscaping, site access, and paving. He went through the various conditions that had to be met for full site plan approval.

The Plan Commissioners asked a series of questions relating to the requirement of a traffic impact analysis and how it would impact the site and the various users/owners of the access easement across the south side of the property. Baumgartner explained that the various property owners would need to sign off on any changes that impact the area of the easement,

but there are options that could be pursued outside of the easement. Deputy Engineer Al Rinka further clarified some of the in-easement solutions, such as stripping and paint cross hatching the no left turn option. He concluded that the full TIA should provide options in terms of how the traffic concerns can be addressed safely.

Casey Scholz, applicant with Excel Engineering addressed the conditions and updating the TIA for the City. She noted that they are aware of the possible right in/right out only options.

Commissioner Werthmann moved to approve the site plan with staff conditions. Seconded by Commissioner Lenard and the motion passed unanimously.

7. Action Item – 2025 Plan Commission Work Plan

Noel presented the work plan covering the various items such as the Century Code Update, the SSA boundary update, and the future comprehensive plan update. Commissioner Werthmann asked about the complete street policy and why it was proposed to be a policy rather than adopted directly into the zoning code. Noel responded that the change was based off the Zoning Policy Advisory Committee's (ZPAC) instructions at their last meeting. When asked how it would function as a policy, Noel explained that by having it as a policy it allowed for greater flexibility in its application, functioning more as a lens with which projects can be viewed rather than a hard and fast code.

Motion to approve the work plan by Commissioner Werthmann. Second by Commissioner Zeug and approved unanimously.

8. Future Agenda Items and Announcements. Noel announced that the next Plan Commission meeting will be on December 2<sup>nd</sup> and an updated short-term rental ordinance will be brought forward for consideration. He noted that the next ZPAC meeting will be on December 16<sup>th</sup> at Banbury Place.

9. Adjournment - The meeting adjourned at 6:57 PM.

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Tim Davis, Secretary