

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

FEBRUARY 4, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Hull called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Excused	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Brian Kelley, Todd Pauls, Lori Zwiefelhofer, Jon Hochkammer, Dave Bretl, Judge Gibbs, Judge Lane, and Lisa Merrell.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Jason Bergeron, District 7
SECONDER: Joel Seidlitz, District 9
AYES: Hull, Mueller, Bergeron, Seidlitz
EXCUSED: Gehring

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Jan 21, 2025 4:00 PM

3. Schedule Next Meeting Date - March 4, 2025

5. REPORTS

1. State of Chippewa County - Randy Scholz

Scholz presented a final State of the County report, and noted that Chippewa County is in a strong financial position and he expects that to continue into the future.

RESULT: REVIEWED

Next: 2/11/2025 6:00 PM

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

February 4, 2025
4:00 PM

6. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

7. BUSINESS ITEMS

1. Ordinance to Create Chapter 2, Article IV. of the Chippewa County Code of Ordinances - Todd Pauls
Pauls presented the ordinance regarding security of County buildings. The ordinance is broken into two areas, possession of weapons in County buildings, and screening for weapons.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 2/11/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Dean Mueller, District 20, Vice-Chair	
AYES:	Hull, Mueller, Bergeron, Seidlitz	
EXCUSED:	Gehring	

2. Resolution to Pledge Funding for Expansion of County Highway T Corridor – Randy Scholz/Brian Kelley
Kelley stated the costs were higher than expected for future Phases 2 and 3, so they re-wrote the resolution to take out references to Phase 2 and 3. This is just a resolution to support moving forward with Phase 1. The total cost of this phase is \$16.8 million, with \$10 million in Congressional directed spending that can go toward it. If the resolution is passed, Kelley and Scholz would sign the intergovernmental agreement with the City of Eau Claire and County of Eau Claire.

Seidlitz felt they should be putting funds toward the County M bridge, not this project.

RESULT:	FORWARD TO COUNTY BOARD [3 TO 1]	Next: 2/11/2025 6:00 PM
MOVER:	Dean Mueller, District 20, Vice-Chair	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Bergeron	
NAYS:	Seidlitz	
EXCUSED:	Gehring	

3. The Executive Committee will convene in closed session pursuant to Wisconsin State Statute 19.85 (1)(c) – “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” (Review applications for the County Administrator position with consultant).
The committee convened in closed session at 4:45 PM.

Present in closed session were all committee members except Supervisor Gehring, Jon Hochkammer, and Dave Bretl.

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

February 4, 2025
4:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Mueller, District 20, Vice-Chair
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Bergeron, Seidlitz
EXCUSED:	Gehring

The Executive Committee will convene to open session.
The committee convened to open session at 7:22 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Bergeron, Seidlitz
EXCUSED:	Gehring

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 7:23 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Joel Seidlitz, District 9
AYES:	Hull, Mueller, Bergeron, Seidlitz
EXCUSED:	Gehring

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

JANUARY 21, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Toni Hohlfelder, Lori Zwiefelhofer, Andy Bauer, Kelly Shipley, Brian Kelley, Lynda Schweikert, Todd Pauls, and Lisa Merrell.

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter Gehring, District 4
SECONDER: Joel Seidlitz, District 9
AYES: Hull, Mueller, Gehring, Bergeron, Seidlitz

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Jan 7, 2025 4:00 PM

3. Schedule Next Meeting Date - February 4, 2025

5. REPORTS

- Update on County Administrator Recruitment - Toni Hohlfelder
Hohlfelder reported as of today there are 19 applications. Recruitment closes on January 27th. The location of the meet and greet will be Lake Wissota Events and Golf Course. Charlie Walker will do tours with the applicants on February 19th.

RESULT: DISCUSSED

Minutes Acceptance: Minutes of Jan 21, 2025 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

January 21, 2025
4:00 PM

6. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

B. County Administrator Operation Report

1. Final ARPA Funding Project Review - Randy Scholz
Scholz and Zwiefelhofer gave an update on all of the projects that were funded with the ARPA dollars.

RESULT:	REVIEWED	Next: 2/11/2025 6:00 PM
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2. CIP Project Update 2023-2025 - Randy Scholz/Lori Zwiefelhofer
Zwiefelhofer gave an update on the 2023-2025 CIP projects. The departments are currently in the process of preparing their project requests for the next CIP plan.

RESULT:	REVIEWED	Next: 2/11/2025 6:00 PM
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7. BUSINESS ITEMS

1. Resolution to Formally Support Brightspeed Grant Application for Broadband Infrastructure Funding from the Wisconsin Public Service Commission's Broadband Equity, Access, & Development Program – Kelly Shipley
Shipley gave an update on Brightspeed and explained the project area they plan to address if awarded BEAD grant funding.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 2/11/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

2. Information Technology Division 2026-2030 CIP Projects – Andy Bauer
Motion (Bergeron/Mueller) to approve the capital improvement project request as presented with a rank of 1. Passed without negative vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

Meeting adjourned at 4:46 PM.

Minutes Acceptance: Minutes of Jan 21, 2025 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

January 21, 2025
4:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Peter Gehring, District 4
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Minutes Acceptance: Minutes of Jan 21, 2025 4:00 PM (Consent Agenda)



State of Chippewa County

February 4, 2025

Randy Scholz, County Administrator

Welcome and Acknowledgment

Good evening, members of the Chippewa County Board, Citizen of Chippewa County, and Employees of Chippewa County

- As I prepare to retire as County Administrator, I want to thank you for the honor of serving Chippewa County.
- Congratulations to the soon to be appointed Chippewa County Administrator. You are stepping into a dynamic and well-run county, supported by established policies and procedures, a talented workforce, and a Board deeply committed to the community.
- I'm proud to report that Chippewa County is in a strong financial position, which sets a solid foundation for the future.

Economic Development

- **Fostering Growth:** Our Chippewa Economic Development Corporation (CEDC) has been instrumental in creating jobs, supporting local businesses, and attracting investments. Thank you to Charlie Walker, CEDC Director, for his hard work over the years to truly make Chippewa County the best place to raise a family and a business.
- **Potential New Business Park:** Strategically located to support diverse industries, a new park has the potential for high-quality jobs and enhanced County and Regional economic growth. I wish this project was further along, but I am confident it will get completed in the near future.
- **Fostering Innovation and Entrepreneurship:** Chippewa County continues to support startups and small businesses through initiatives that encourage creativity, drive economic diversification, and foster entrepreneurial growth. These efforts play a vital role in shaping a dynamic economy and ensuring a prosperous future for the community.

Community Challenges and Initiatives

- **Methamphetamine Crisis:** The rise in substance abuse has deeply impacted families, leading to increased out-of-home placements. We've prioritized collaborative interventions to support affected families and break cycles of addiction.
- **Criminal Justice Services (CJS):** By focusing on rehabilitation and reintegration, CJS improves public safety while reducing recidivism and easing the burden on our court and jail systems.
- **Sheriff's Office:** Despite challenges, the employees remain committed to maintaining public trust and security across Chippewa County.
- **Hospital and ER Services:** Support and optimism increase as the reality of a new Community Hospital, as well as the new Aspirus Hospital look to locate in Chippewa County to help alleviate the burden caused by the closure of HSHS Sacred Heart Hospital in Eau Claire and St. Josephs Hospital in Chippewa Falls.
- **EMS Services in Chippewa County:** Community conversations and increased public awareness have begun to help address the sustainability of EMS services in Chippewa County. There is no quick solution to this so ongoing discussions and collaboration will need to continue.

Supporting Our Workforce and Infrastructure

- **Employee Recognition:** Chippewa County values its dedicated workforce, and I encourage it to remain committed to competitive compensation and professional development. This will continue to be a major challenge for the County both financially and as we compete with other organizations to recruit and retain employees.
- **Health Insurance:** Rising costs remain a challenge, but through innovative approaches, the County can continue to aim to balance affordability and quality. Another major challenge for the County.
- **Roads and Infrastructure:** Maintaining and improving transportation has been a priority. With the challenges of too many road miles and not enough funding, it will be impossible to keep up the roads in the County without an additional funding source.

Gratitude to Employees

- **To my DOA team:** Thank you for your dedication and hard work. I will truly miss the debates and discussions I have had with each of you one-on-one and during our DOA team meetings.
- **To Department Heads & Elected Officials:** I hope you have felt respected and included in the process of bringing change to Chippewa County. Elected Officials, having to put your jobs on the line every four years is not easy nor something that most people understand.
- **To the employees of Chippewa County:** Your dedication and hard work have been the backbone of our success.
- I have tried hard to build a culture of collaboration, professionalism, and excellence. Your efforts make a tangible difference in the lives of our residents every day. I have tried from day one to make Chippewa County the best place to work in the Chippewa Valley.
- It has been a privilege to lead such a skilled and committed team.



Reflection and Acknowledgment

- **To the citizens of Chippewa County:** Thank you for your trust and partnership in shaping the future of your community.
- **To the County Board:** I deeply appreciate your thoughtful leadership, meaningful discussions, and dedication to serving our residents.
- Together, we have faced challenges, seized opportunities, and built a stronger Chippewa County.

Looking Ahead

- Chippewa County is positioned for continued success, but challenges remain such as funding for employee compensation, health insurance costs, and infrastructure.
- I am confident in the ability of our Board, employees, and citizens to meet these challenges.
- With strong financial standing, established policies, and a dedicated workforce, the County's future is bright.

Closing Remarks

- Serving as Chippewa County Administrator has been a great honor.
- To the new Administrator: I wish you success and fulfillment in this role. You are inheriting a County in good standing, supported by extraordinary people.
- Thank you for your support, trust, and collaboration over the years.
- Before I conclude, I want to take a moment to thank my wife. Through long hours, challenging projects, and stressful situations, she has been my greatest supporter. Her love and patience have allowed me to serve Chippewa County with dedication. I could not have done this without her.



STATEMENT OF EXPLANATION

Ordinance No. 01 - 25

**ORD. 01-25: ORDINANCE TO CREATE CHAPTER 2, ARTICLE IV. OF THE
CHIPPEWA COUNTY CODE OF ORDINANCES REGARDING SECURITY OF
COUNTY BUILDINGS - TODD PAULS - FIRST READING**

1 Passage of this ordinance will create Chapter 2, Article IV. of the Chippewa County Code
2 of Ordinances. Chapter 2, Article IV. would prohibit the possession of weapons and other
3 contraband in the following County buildings: the building housing the Circuit Court of
4 Chippewa County, the buildings housing the Chippewa County Jail and Chippewa County
5 Sheriff's Office, all Chippewa County Highway Department buildings, the county building
6 located at 21 E. Spruce Street, and the maintenance shop located at 109 E. Spruce Street.

7 Chippewa County has been working to address security issues in the Courthouse since a
8 study on security was commenced in 2012-2013, and again in 2023 following a security
9 incident. As part of this process, many security measures have been implemented. On June 11,
10 2024, the County Board voted to adopt Security Plan Hybrid Option #4, which has resulted in
11 the implementation of additional security measures, including, but not limited to, the following:
12 remodeling projects that have involved the installation of physical barriers and cameras, the
13 hiring of a second Courthouse Security Officer and creation of a security office on the first floor,
14 and the addition of fob access on numerous courthouse and County facility doors.

15 The purpose of this ordinance is to further enhance the security and safety of the public
16 and County employees who frequent and conduct business in County buildings and compliment
17 the security measures that have been implemented to date by banning the possession of
18 weapons in the identified County buildings, and by authorizing Security Officers to screen
19 occupants for prohibited items.

20 County authority to adopt the provisions of this ordinance is granted under various
21 Wisconsin Statutes, including Wis. Stat. §§ 66.0409(3)(c), 175.60(16), 943.13, and 59.54(6). This
22 ordinance includes a statutory exception for district attorneys, judges, officer of the courts, and
23 security officers, unless there is a particularized concern. In addition, this ordinance does not
24 apply to tools or other devices that are used or carried in the course of the official duties of a
25 county employee, official, agent, contractor, vendor, or any other third-party providing services
26 to the county, or to the possession by a county employee or official of CS gel or oleoresin
27 capsicum (OC) spray devices (pepper gel and pepper spray) that comply with the laws of the

State of Wisconsin and have a safety feature designed to prevent accidental discharge.

The following is a brief summary of required and prohibited acts under the ordinance and enforcement of its provisions:

- Prohibits occupants from possessing, carrying, or bearing a weapon, whether concealed or unconcealed, or contraband, or any other prohibited item in designated County buildings.
- Prohibits occupants from bypassing or attempting to bypass any security measure, or failing to comply with any lawfully posted sign or order of a security officer.
- Requires persons to, when inside a designated County building, submit to screening of their person, articles, and belongings by a security officer, if requested.
- Requires persons in possession of otherwise lawfully owned weapons to secure the weapon outside of the County building, or surrender it to the security officer.
- Any person who violates the Article shall be subject to a forfeiture of not more than \$500.00.

Ordinance No. 01 - 25

**ORD. 01-25: ORDINANCE TO CREATE CHAPTER 2, ARTICLE IV. OF THE CHIPPEWA COUNTY
CODE OF ORDINANCES REGARDING SECURITY OF COUNTY BUILDINGS - TODD PAULS - FIRST
READING**

SEE ATTACHMENT

FINANCIAL IMPACT:

Undetermined building signage costs to implement ordinance.

02/4/2025	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 2/11/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Dean Mueller, District 20, Vice-Chair	
AYES:	Chuck Hull, Dean Mueller, Jason Bergeron, Joel Seidlitz	
EXCUSED:	Peter Gehring	

History:

01/27/25 Legal & Law Enforcement Committee RECOMMENDED FOR APPROVAL

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

1/21/2025

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

1/21/2025

Randy B. Scholz

Randy B. Scholz, County Administrator

1/21/2025

ORDINANCE TO CREATE CHAPTER 2, ARTICLE IV. OF THE CHIPPEWA COUNTY CODE OF ORDINANCES REGARDING SECURITY OF COUNTY BUILDINGS

1. That Chapter 2, Article IV. of the Chippewa County Code of Ordinances is created as follows:

Chapter 2. GENERAL GOVERNMENT AND ADMINISTRATION

ADMINISTRATION

Article IV. Security of County Buildings

- Sec. 2-461. Definitions.
- Sec. 2-462. Prohibited and required acts.
- Sec. 2-463. Penalty.
- Secs. 2-464—2-469. Reserved.

ARTICLE IV. SECURITY OF COUNTY BUILDINGS

Sec. 2-461. Definitions.

- (a) County building means the entire building housing the Circuit Court of Chippewa County, located at 711 N. Bridge Street, Chippewa Falls, Wisconsin, or some other temporary location that may be authorized by the court, the buildings housing the Chippewa County Jail and Chippewa County Sheriff's Office, all Chippewa County Highway Department buildings, the building located at 21 E. Spruce Street, and the maintenance shop located at 109 E. Spruce Street.
- (b) Contraband means any item that is illegal to possess under any law or ordinance.
- (c) Weapon means any dangerous weapon as defined in Wis. Stat. § 939.22(10), and includes any firearm as defined in Wis. Stat. § 165.85(2)(c), including, without limitation, any rifle, handgun, spring gun, airgun or bow and arrow device, whether loaded or unloaded, an electric weapon as defined in Wis. Stat. § 941.295(1c)(a), a knife, a switchblade, a billy club, CS gel and oleoresin capsicum (OC) spray devices, also known as pepper gel, pepper spray or pepper mace, metallic knuckles, nunchaku, shuriken, cestus, manrikigusari, or any other device or instrumentality that is deemed a threat to security or is designed, used, or intended to be used as a weapon, and is capable of producing great bodily harm or death.
- (d) District attorney means the District Attorney of Chippewa County, any duly qualified deputy or assistant, any employee of the office of the district attorney, or any attorney working on behalf of the district attorney.
- (e) Judge has the same meaning as Wis. Stat. § 967.02(2m).
- (f) Officer of the court means a judicial assistant, court commissioner, clerk of court, court reporter, corporation counsel, civilian bailiff, register in probate, deputy clerk, deputy register in probate, juvenile clerk, deputy juvenile clerk, or attorney employed by the office of State Public Defender, or active attorney in good standing with the State Bar of Wisconsin.

- (g) Prohibited item means any object or substance that the possession or use of is restricted or barred in a county building, including a weapon or contraband.
- (h) Security officer means any law enforcement officer, as defined in Wis. Stat. § 165.85(2)(c), or jail officer, as defined in Wis. Stat. § 165.85(2)(bn), who is assigned, permanently or temporarily, for the purposes of screening persons entering a county building, maintaining order and preserving the peace, enforcing laws, ordinances, and orders of the court, and protecting persons therein, or has been tasked with transporting prisoners or other persons in custody to or from the court, a correctional officer as defined in Wis. Stat. § 301.28(1), or probation, extended supervision, parole, or aftercare agent as defined in Wis. Stat. § 940.20(2m) who is attending court for official business matters, or any other law enforcement officer defined in Wis. Stat. § 967.02(5).

Sec. 2-462. Prohibited and required acts.

- (a) Prohibited Acts. No person shall:
 - (1) Disobey the lawful order of any security officer under this section.
 - (2) Except as provided in subsection (b)(2), possess, carry, or bear a weapon, whether concealed or unconcealed, or contraband, or any other prohibited item within any county building.
 - (3) Bypass or attempt to bypass any security measure, including but not limited to posted or locked doors, entry control points, or signage restricting the movement of persons in a county building.
 - (4) Fail to comply with any lawfully posted sign or placard.
 - (5) Attempt to disable, bypass, tamper with, or otherwise affect the proper operation of any security device, sign, placard, or physical barrier in a county building.
 - (6) Aid or abet another person in an attempt to disable, bypass, tamper with, or otherwise affect the proper operation of any security device, sign, placard, or physical barrier in a county building.
 - (7) Violate any regulation lawfully created regarding county buildings.
- (b) Required Acts.
 - (1) Screening.
 - a. All persons, except as provided in subsection (b)(2), may be required to submit to screening of their person, articles, and belongings for weapons by a security officer prior to entering a county building. This includes all backpacks, bags, briefcases, packages, purses, and other personal property.

- b. All persons, except as provided in subsection (b)(2), may be required to submit to screening and re-screening by a security officer at any time while inside a county building.
- c. Any person who refuses to submit to such screening or re-screening shall be denied access to, or removed from, the county building.
- d. Persons found in possession of a prohibited item, including a weapon, that is otherwise legal to possess outside of the county building, shall be given the option to secure the prohibited item outside of the county building, such as in a personal vehicle, or surrender the item to a security officer.
- e. Any prohibited item surrendered to, or confiscated by, a security officer shall be disposed of in accordance with applicable law.

(2) Exceptions.

- a. Restrictions on the possession of weapons, contraband, or other prohibited items in county buildings shall not apply to items of evidence related to a matter before the court, subject to any security procedure established by the sheriff.
- b. Requirements for screening shall apply to all persons, except the person and belongings of a district attorney, judge, officer of the court, or security officer, unless a security officer has a security concern that the security officer believes warrants screening.
- c. Restrictions on the possession of a weapon under subsection (a)(2) shall not apply to any security officer, or a person exempted under Wis. Stat. § 175.60(16)(b). A security officer shall submit to screening and shall not possess a weapon in a county building when the security officer is a party to litigation in a personal and unofficial capacity, is a witness in a matter unrelated to official law enforcement duties, is a spectator in a manner or conducting business unrelated to official law enforcement duties, or is serving as a juror.
- d. Restrictions on the possession of a weapon under subsection (a)(2) shall not apply to the following:
 - 1. Tools or other devices that are used or carried in the course of the official duties of a county employee, official, agent, contractor, vendor, or any other third-party providing services to the county.
 - 2. Possession by a county employee or official of CS gel or oleoresin capsicum (OC) spray devices (pepper gel and pepper spray) that comply with the laws of the State of Wisconsin and have a safety feature designed to prevent accidental discharge.

Sec. 2-463. Penalty.

- (a) Penalty. Any person who violates, disobeys, neglects, refuses to comply with or resists the enforcement of any provision of this article shall, upon conviction, be subject to a forfeiture of not more than \$500.00, together with costs and assessments.
 - (b) Enforcement. A citation for violation of this section may be issued by the Chippewa County Sheriff's Office or any other security officer with jurisdiction in the location the violation occurred.
2. That Chapter 2, Article IV. of the Chippewa County Code of Ordinances shall take effect upon passage and publication.

Forwarded to the County Board by the Executive Committee.

STATEMENT OF EXPLANATION

Resolution No. 05 - 25

**RES. 05-25: RESOLUTION TO PLEDGE FUNDING FOR EXPANSION OF
COUNTY HIGHWAY T CORRIDOR - BRIAN KELLEY**

1 County Trunk Highway (CTH) T is a high volume, two-lane highway designated as an
2 oversize, overweight truck route. The corridor is seeing increased growth and potential for
3 commercial development and represents a critical piece of the regional transportation and
4 economic network. The corridor is classified as a minor arterial that serves Chippewa County,
5 Eau Claire County, the City of Eau Claire, the Town of Wheaton, and the Town of Union (project
6 stakeholders). For the purposes of funding requests and intergovernmental agreements, Eau
7 Claire County is the lead agency.

8 In October 2022, an official map was recorded at the County Register of Deeds offices in
9 Chippewa and Eau Claire Counties in order to preserve the future 4-lane corridor and ensure
10 that future development projects align with the counties' plans. This mapped area is located
11 within the Chippewa-Eau Claire Metropolitan Area on CTH T from State Trunk Highway (STH)
12 312 (North Crossing) in Eau Claire County to 33rd Avenue in Chippewa County.

13 Throughout 2021 to 2024, the stakeholder team has continued to pursue all viable
14 funding options for the 4-lane corridor expansion project, which project engineering
15 consultants estimate will cost approximately \$33,000,000. This effort included two separate
16 funding applications for the Federal Rebuilding American Infrastructure with Sustainability and
17 Equity (RAISE) grant program and an application for the Federal Multimodal Project
18 Discretionary Grant (MPDG) grant program. These applications were unsuccessful.

19 In 2023, Eau Claire County submitted a request for Federal Congressionally Directed
20 Spending (CDS) funds to the offices of Senator Tammy Baldwin and Representative Derrick Van
21 Orden in the amount of \$25,000,000. In March of 2024, the stakeholders were notified that the
22 project was awarded \$10,000,000 of CDS funds. These funds must be allocated by 2029 and
23 require a 20% local match.

24 Eau Claire County has also recently submitted a Federal Nationally Significant Freight &
25 Highway Projects (INFRA) grant program for the grade separation of the Union Pacific Rail
26 crossing. A decision on that request is expected in 2025.

27 In 2023, the stakeholders determined that 30% preliminary engineering plans would be

necessary in order to make the project more “shovel-ready” and improve the likelihood of receiving State/Federal funding in the highly-competitive funding programs. Jewell Associates was selected to complete this work in June of 2023. They are currently working towards completion of the 30% engineering plans, which is scheduled for early 2025.

Due to the uncertainty of the INFRA funding, the stakeholders have determined that the best use of the \$10,000,000 CDS funding is to start on the north end of the corridor for Phase 1. Cost estimates and preliminary plans continue to be developed. Preliminary cost estimates for Phase 1 are between \$14,000,000 and \$17,000,000. Preliminary cost estimates for Chippewa County’s local share range from \$1,306,667 to \$2,286,667 with construction scheduled to take place from 2027 to 2029.

The stakeholders have determined that an intergovernmental agreement is needed at this time in order for each agency to pledge support for their share of Phase 1 local costs. Passage of this resolution will pledge Chippewa County’s financial support for Phase 1 and directs the County Administrator and Highway Commissioner to sign the 5-party intergovernmental agreement for Phase 1 funding. In addition, this resolution mandates that the Highway Commissioner provide an annual report on the project during the Capital Improvement budget process, which will be presented to both the Highway Committee and the County Board.

Resolution No. 05 - 25

**RES. 05-25: RESOLUTION TO PLEDGE FUNDING FOR EXPANSION OF COUNTY HIGHWAY T
CORRIDOR - BRIAN KELLEY**

WHEREAS, County Trunk Highway (CTH) T between Alpine Road and 33rd Avenue (CTH T corridor) is a high volume, two-lane highway designated as an oversize/overweight truck route; and

WHEREAS, the CTH T corridor is experiencing increased growth and commercial development and represents a critical piece of the regional transportation and economic network; and

WHEREAS, increasing traffic levels in the CTH T corridor are projected to exceed the capacity of the current two-lane highway and will present significant safety concerns; and

WHEREAS, the CTH T corridor is located in both Eau Claire and Chippewa Counties; and

WHEREAS, Chippewa County, Eau Claire County, the City of Eau Claire, the Town of Wheaton, and the Town of Union (project stakeholders) will all benefit from and have committed to completing the expansion of the entire CTH T corridor to four lanes; and

WHEREAS, Chippewa County, along with the other project stakeholders, has adopted an official map designating the limits of the future four lane CTH T corridor expansion; and

WHEREAS, well-attended public involvement meetings were held on 6-28-21 and 9-20-21 to present the official map; and

WHEREAS, the official map prevents development within the CTH T corridor that does not align with future highway expansion plans; and

WHEREAS, a copy of the official CTH T corridor map is recorded with the Chippewa County and Eau Claire County Register of Deeds offices; and

WHEREAS, the project stakeholders have determined that preliminary engineering is needed to develop more accurate cost estimates and improve the likelihood of the CTH T corridor receiving additional State/Federal funds in highly-competitive discretionary grant programs; and

WHEREAS, Jewell Associates was selected to complete the CTH T corridor 30% design plans; and

WHEREAS, the Highway Department has spent \$107,952 in 2023 and 2024 for mapping,

91 funding applications, and preliminary engineering for the entire CTH T corridor; and

92
93 WHEREAS, funding constraints require that the CTH T corridor's final design and
94 construction be broken up into two or more phases; and

95
96 WHEREAS, strong public support was received at a third public involvement meeting
97 held on 9-11-24 when the project team presented the preliminary design for the entire
98 corridor; and

99
100 WHEREAS, Phase 1 of the CTH T corridor expansion is located entirely within Chippewa
101 County and will begin at 33rd Avenue and proceed south past the intersection of 20th Avenue;
102 and

103
104 WHEREAS, the remainder of the CTH T corridor's expansion will be designed and
105 constructed in one or more future phases dependent on additional State and Federal funding;
106 and

107
108 WHEREAS, the project stakeholders have pursued a variety of Federal funding
109 opportunities for the CTH T corridor expansion; and

110
111 WHEREAS, Eau Claire County has submitted applications for two separate grants under
112 the Federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant
113 program, of which both applications were unsuccessful; and

114
115 WHEREAS, Eau Claire County has been awarded \$10,000,000 of Federal Congressionally
116 Directed Spending (CDS) funds that must be allocated by 2029 and require a minimum 20%
117 local match; and

118
119 WHEREAS, the project stakeholders have determined that it is most advantageous to
120 utilize these CDS funds on the segment designated as Phase 1 of the CTH T corridor expansion;
121 and

122
123 WHEREAS, construction of Phase 1 is anticipated to take place from 2027 to 2029; and

124
125 WHEREAS, construction of the remaining phases of the CTH T corridor expansion is likely
126 to occur in the next 5 to 10 years; and

127
128 WHEREAS, funding for the CTH T corridor expansion projects will come from a variety of
129 sources, including Eau Claire County, Chippewa County, and the City of Eau Claire; and

130
131 WHEREAS, Eau Claire County has submitted an application for a Federal Nationally
132 Significant Freight & Highway Projects (INFRA) grant for the grade separation of the Union
133 Pacific Rail crossing; and

135 WHEREAS, a decision on the INFRA funding request is expected in 2025; and

136
137 WHEREAS, a unified approach by the project stakeholders increases the likelihood of
138 successfully obtaining the necessary State and Federal funds for expansion of the entire CTH T
139 corridor; and

140
141 WHEREAS, all project stakeholders will be responsible for their share of Phase 1 local
142 costs per a 5-party intergovernmental agreement; and

143
144 WHEREAS, a viable funding plan has been provided to the Highway Committee,
145 Executive Committee, and County Board; and

146
147 WHEREAS, to keep the County Board apprised of the progress of the CTH T corridor
148 project, the Highway Commissioner will provide an annual report on the project during the
149 Capital Improvement budget process, which will be presented to both the Highway Committee
150 and the County Board;

151
152 NOW, THEREFORE BE IT RESOLVED, that the County Board recognizes the need for and
153 economic benefit of a future four-lane expansion of the entire CTH T corridor; and

154
155 BE IT FURTHER RESOLVED, that the County Board directs the County Administrator and
156 Highway Commissioner to sign the attached 5-party intergovernmental agreement which
157 commits Chippewa County to paying for 32.66% of Phase 1 local costs; and

158
159 BE IT FURTHER RESOLVED, that the total local costs for Phase 1 are currently estimated
160 at \$4,000,000 to \$7,000,000, of which Chippewa County's share is estimated to be between
161 \$1,306,667 and \$2,286,667; and

162
163 BE IT FURTHER RESOLVED, that the County Board acknowledges that portions of future
164 CTH T corridor phases lie within Eau Claire County; and

165
166 BE IT FURTHER RESOLVED, that funding for Chippewa County's share of local costs for
167 remaining CTH T corridor expansion work will be identified in future County budgets and Capital
168 Improvement Plans; and

169
170 BE IT FURTHER RESOLVED, to keep the County Board apprised of the progress of the
171 CTH T corridor project, the Highway Commissioner will provide an annual report on the project
172 during the Capital Improvement budget process, which will be presented to both the Highway
173 Committee and the County Board.

174
175 Forwarded to the County Board by the Executive Committee.

176
177 **FINANCIAL IMPACT:**

Chippewa County's share of Phase 1 is anticipated to be \$1,306,667 to \$2,286,667 to be financed through bonding, sales tax, and/or levy.

02/4/2025 Executive Committee
RESULT: FORWARD TO COUNTY BOARD [3 TO 1] Next: 2/11/2025 6:00 PM
MOVER: Dean Mueller, District 20, Vice-Chair
SECONDER: Jason Bergeron, District 7
AYES: Chuck Hull, Dean Mueller, Jason Bergeron
NAYS: Joel Seidlitz
EXCUSED: Peter Gehring

History:

01/22/25 Highway Committee REFERRED TO COMMITTEE

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

1/13/2025

Lori Zwiefelhofer

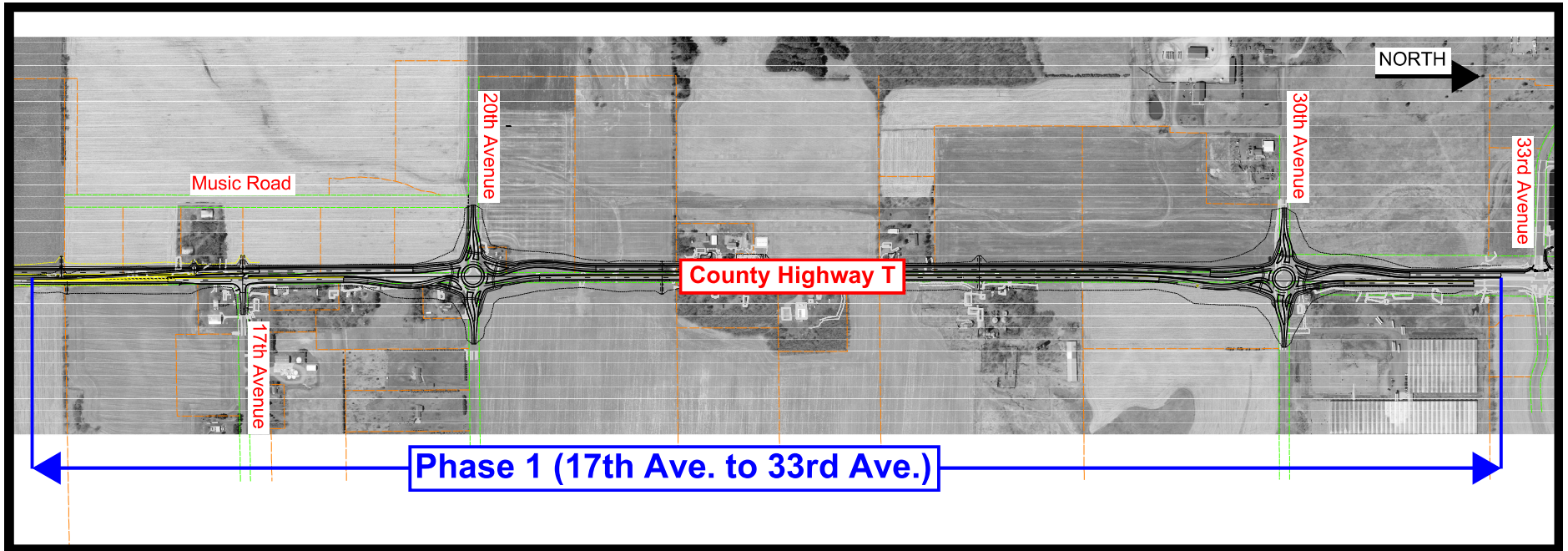
Lori Zwiefelhofer, Finance Director

1/13/2025

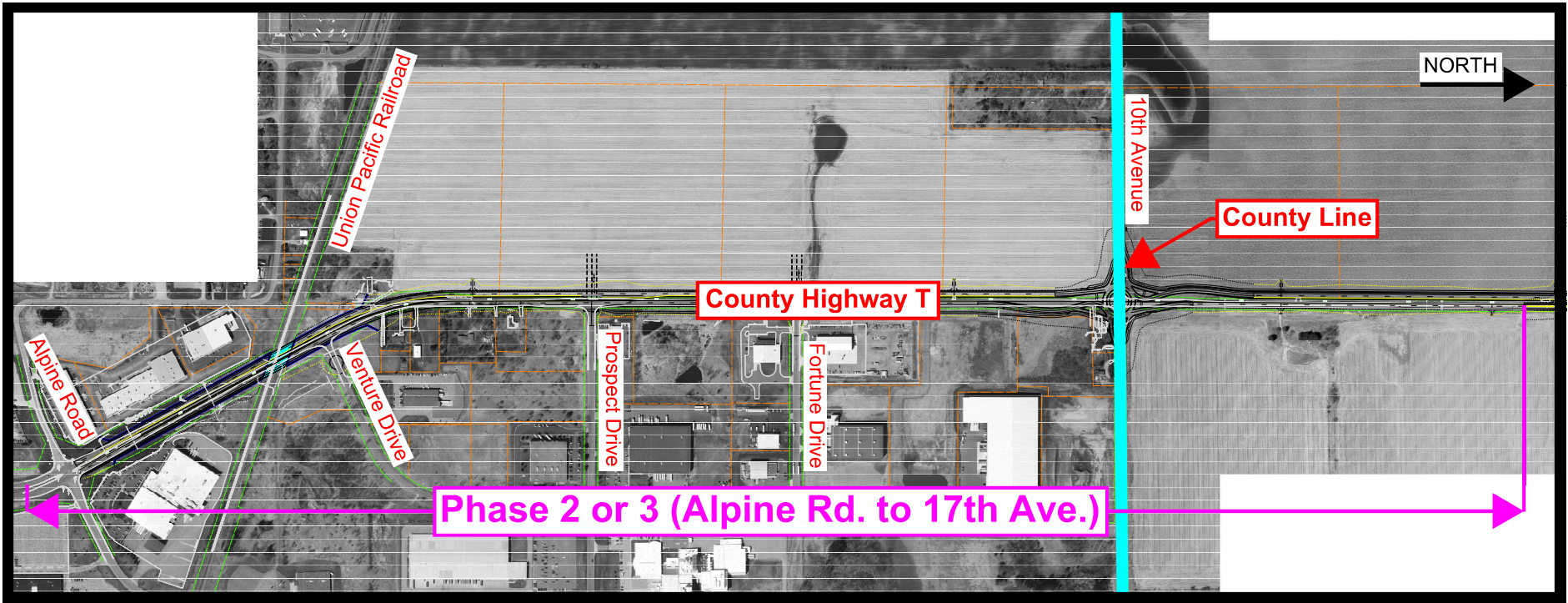
Randy B. Scholz

Randy B. Scholz, County Administrator

1/13/2025



Attachment A



Attachment B

INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR HIGHWAY “T” PHASE ONE ROAD RECONSTRUCTION

I. PARTIES

This Intergovernmental Cooperative Agreement for Highway “T” Corridor Engineering Services (the “Agreement”) is between Chippewa County, Wisconsin, a quasi-municipal corporation, located at 711 N. Bridge Street, Chippewa Falls, WI 54729; the City of Eau Claire, located at 203 S Farwell Street, Eau Claire, WI 54701; the Town of Union, located at 1506 N. Town Hall Rd. Eau Claire, WI 54703; the Town of Wheaton, located at 4975 County Highway T, Chippewa Falls, WI. 54729; and Eau Claire County, a quasi-municipal corporation, located at 721 Oxford Avenue, Eau Claire, WI 54703. Chippewa County, the City of Eau Claire, Eau Claire County, the Town of Union and the Town of Wheaton are referred to collectively in this Agreement as the “Parties” and individually, without differentiation, each as a “Party.”

II. TERM OF AGREEMENT

Services under this Agreement shall commence upon execution of this agreement by all Parties, and shall continue through December 31, 2030.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to assign responsibility for the cost and public responsibilities associated with the final design and reconstruction of phase one for County Highway “T” starting at the intersection of 17th Avenue located in the Town of Wheaton in Chippewa County to a point where Highway “T” intersects with 33rd Avenue in Chippewa County. This Agreement is authorized by Wis. Stat. § 66.0301. Project costs for phase one are outlined in the attached exhibit “A”. The local cost share percentage minimum is 20% per the federal grant funding requirements. The local cost share percentage for this project will likely be between 28% - 33% based on the engineers estimate for 2027 construction.

IV. SCOPE OF SERVICES

A. Eau Claire County is the lead for the Project and agrees to:

1. Contract with and administer the contract with the selected consultant as well as execute the State Municipal Agreement with the Department of Transportation for the complete roadway design and reconstruction of Highway “T” from 17th Avenue north to 33rd Avenue “phase one”.
2. Review and approve all plans and specifications as required for the project and coordinate approval with Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton.
3. Pay for 32.66% of the local cost share for the project.
4. Coordinate all state municipal agreement documents related to project delivery with Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton.
5. As Project lead, be primary party responsible for addressing public concerns and disseminating Project information to the public.

B. Chippewa County agrees to do the following:

1. Pay for 32.66% of the local cost share for the project
2. Assist in dealing with public concerns.
3. Complete all project deliverables as required as part of the project.

C. City of Eau Claire agrees to do the following:

1. Pay for 32.66% of the local cost share for the project
2. Assist in dealing with public concerns.

D. Town of Union agrees to do the following:

1. Pay for 1% of the local cost share for the project
2. Assist in dealing with public concerns.

E. Town of Wheaton agrees to do the following:

1. Pay for 1% of the local cost share for the project
2. Assist in dealing with public concerns.

V. COST EXEMPTIONS

None needed; consultant work to be performed by contract.

VI. FINAL PROJECT AUDIT

- A. Final audit of Project costs to be certified by all parties to this Agreement.
- B. Eau Claire County will invoice Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton for work completed according to this Agreement.

VII. NON-APPROPRIATION OF FUNDS

In the event any of the following events occur, this Agreement shall terminate immediately and each of the Parties shall be responsible to pay its assigned local cost share percentage under Paragraph IV Scope of Services for any actual work completed up to the date of termination:

- A. The State of Wisconsin or the Federal Government fails to pay grant funding as set forth above.
- B. The Board or Council of any Party to this Agreement fails to appropriate its assigned local cost share percentage under Paragraph IV Scope of Services.

VIII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Jon Johnson, Highway Commissioner, 2000 Spooner Avenue, Altoona, WI 54720, and to the other parties at the addresses listed in the first paragraph of this Agreement.

XI. INDEPENDENT STATUS.

The Parties to this Agreement acknowledge and recognize they are independent agencies for all purposes, including workers compensation, and not employees, or agents of each other.

X. MUTUAL HOLD HARMLESS.

The Parties agree fully to hold one another harmless from and against all claims, actions,

judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said Party, its agents, or employees, in the performance of this Agreement. The Parties shall give to each other prompt and reasonable notice of any such claims or actions and the other Party shall have the right to investigate, compromise, and defend the same.

XI. LIABILITY.

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

XII. WAIVER OF BREACHES

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

XIII. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

XIV. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, Wisconsin.

XV. SECTION HEADINGS

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

XVI. STATUTORY PROTECTIONS

It is agreed by the parties that nothing in this Agreement, including but not limited to the hold harmless clause, shall in any way constitute a waiver on the part of any of the Parties of an immunity, liability limitation or other protection available to the parties under any applicable state or other law.

XVII. NON-ASSIGNMENT OF AGREEMENT

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

XVIII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by all Parties.

XIX. EXECUTION

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

XX. INTEGRATION OF AGREEMENT

The entire agreement of the Parties is contained herein, and this Agreement supersedes all

previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.

XXI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the Parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of three (3) typewritten pages, excluding the signature page; they have authority to enter into this Agreement on behalf of the Entity or Corporation they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

EAU CLAIRE COUNTY BY:

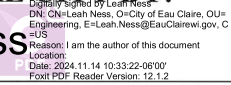

JON JOHNSON, HIGHWAY COMMISSIONER

12/03/2024
(Date)

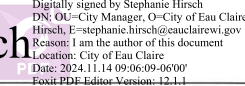

KATHRYN SCHAUF, COUNTY ADMINISTRATOR

12/03/2024
(Date)

EAU CLAIRE CITY BY:


LEAH NESS, CITY ENGINEER

11/14/2024
(Date)


STEPHANIE HIRSCH, CITY MANAGER

11/14/24
(Date)

CHIPPEWA COUNTY BY:

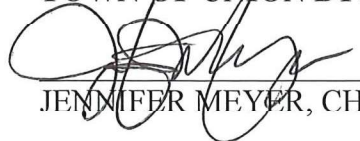
BRIAN KELLEY, HIGHWAY COMMISSIONER

(Date)

RANDY SCHOLTZ, COUNTY ADMINISTRATOR

(Date)

TOWN OF UNION BY:


JENNIFER MEYER, CHAIR

Nov. 12, 2024
(Date)

TOWN OF WHEATON BY:

Alice Droske
ALICE DROSKE, CHAIR11-12-24
(Date)

Exhibit A

Estimated Project Cost	Federal Funding	Local Share Cost
\$ 14,000,000.00	\$ 10,000,000.00	\$ 4,000,000.00

Stakeholder	Cost Share Percentage	Local Share Cost	Total Cost per Stakeholder
Chippewa County Share	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
Eau Claire County Share	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
City of Eau Claire	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
Town of Union	1%	\$ 4,000,000.00	\$ 40,000.00
Town of Wheaton	1%	\$ 4,000,000.00	\$ 40,000.00