

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

APRIL 11, 2023

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

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

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Traci Bremness, Scott Frances, Charity Zich, Lori Zwiefelhofer, Todd Pauls

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Harold Steele, District 2
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda
2. Approve the Minutes

Executive Committee - Regular Meeting - Mar 21, 2023 4:00 PM

3. Schedule Next Meeting Date - May 2, 2023

5. REPORTS

6. BUSINESS ITEMS

1. Resolution to Approve Extension of the Chippewa Valley Regional Airport Ownership and Operation Agreement - Randy Scholz
Scholz explained the new 2024-2028 agreement is locked into the same amount we paid for 2023. There are no other substantial changes other than the dates.

Zich gave some back ground on the airport and clarified that Chippewa County funding only goes toward

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

April 11, 2023
4:00 PM

capital projects. Eau Claire County met today and asked for a minor revision to the agreement from what was in the agenda packet. In Section 3 the ethics code was changed to code of conduct. Those changes also need to be made in Section 8 so that will be updated before this goes to the County Board for approval.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 4/18/2023 6:00 PM
MOVER:	Glen Sikorski, District 6	
SECONDER:	Jason Bergeron, District 7	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

B. County Administrator Operation Report

1. Update on Interim Public Health Director - Randy Scholz

Scholz explained we are a Level III accredited health department. In order for us to maintain the Level III status, we need someone with a master's degree to serve as an interim until we hire a replacement. Dunn County has agreed to assist us and Kristen (KT) Gallagher will serve as interim Health Officer/Public Health Director starting April 21, 2023. Kristen will serve as a liaison between the department and the state and also provide direction to our managers as needed.

RESULT:	DISCUSSED
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8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 4:17 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Jason Bergeron, District 7
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

CHIPPEWA COUNTY
EXECUTIVE COMMITTEE
REGULAR MEETING
MARCH 21, 2023
CHIPPEWA COUNTY COURTHOUSE, RM 302
4:00 PM

1. CALL TO ORDER

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

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Traci Bremness, Melanie McManus, Lori Zwiefelhofer, Andy Bauer, Deb Blevins, Todd Pauls

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Glen Sikorski, District 6
SECONDER:	Jason Bergeron, District 7
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda
2. Approve the Minutes

Executive Committee - Regular Meeting - Mar 7, 2023 4:00 PM

3. Schedule Next Meeting Date - April 4, 2023

5. REPORTS

1. Register of Deeds Annual Report - Melanie McManus
McManus reviewed her annual report along with projects and goals for the office. She encouraged everyone to sign up for the free title fraud alert program. It will send you a notification if anything is recorded with your name.

RESULT:	DISCUSSED
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Minutes Acceptance: Minutes of Mar 21, 2023 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

March 21, 2023
4:00 PM

6. BUSINESS ITEMS

1. Information Technology Division 2024-2028 Capital Improvement Projects (CIP) – Andy Bauer
Bauer reviewed his CIP projects for 2024-2028. Steele complimented the department for doing a good job. He thinks it would be time well spent if we had someone come in and evaluate all of our systems and see if there's anything out there to help create more savings and efficiencies.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Ken Schmitt, District 3 (Vice-Chair)
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

B. County Administrator Operation Report

1. Update on Rural Partners Network - Randy Scholz
Scholz gave an update on the Rural Partners Network.

RESULT:	DISCUSSED
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2. Update on Property Insurance, Liability Insurance, Excess Worker's Compensation Insurance and a Third-Party Administrator for Worker's Compensation Insurance – Request for Proposal (RFP) – Randy Scholz
Scholz explained that we started to see an uptick in our insurance. The RFP is completed. He sent it to a third party to review before it gets posted. That person would also review the proposals that we receive. They will also need to present to the Executive Committee on which company we should go with. He was going to use Brown and Brown as our third-party consultant but their proposal was too high so he reached out to someone else.

Sikorski clarified if there's a chance that we could pull out from WMMIC. Scholz said yes and that we have \$750,000 invested in them. We can get that money back out. We need to do our due diligence and look at all of our options.

RESULT:	DISCUSSED
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8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 4:36 p.m.

Minutes Acceptance: Minutes of Mar 21, 2023 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

March 21, 2023
4:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Harold Steele, District 2
SECONDER:	Glen Sikorski, District 6
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

Minutes Acceptance: Minutes of Mar 21, 2023 4:00 PM (Consent Agenda)

**STATEMENT OF EXPLANATION**

Resolution No. 14 - 23

RES. 14-23: RESOLUTION TO APPROVE EXTENSION OF THE CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT - RANDY SCHOLZ

1 This resolution approves another 5 year extension of the Chippewa Valley Regional
2 Airport Ownership and Operation Agreement, which will be the successor agreement to the
3 current agreement that was approved by the County Board on December 12, 2017. A copy of
4 the new agreement is attached as a redlined version with the changes from the current
5 agreement indicated. This will be the sixth airport ownership and operation agreement
6 between Chippewa and Eau Claire Counties. The first agreement commenced on January 1,
7 1999. Chippewa and Eau Claire Counties operate the airport through an airport commission
8 that is made up of residents of the two counties who have an interest in aeronautics.

9 Passage of this resolution will commit Chippewa County to contribute funds to the
10 operation of the airport for five years, commencing on January 1, 2024. The Counties have
11 agreed that there will be no increase in the annual contribution from the current 2023 county
12 contribution. In other words, Chippewa County will be responsible to pay \$132,890 each year
13 commencing in 2024 and Eau Claire County will contribute \$407,050 each of the 5 years.
14 Chippewa County's annual airport contributions will be paid from the sales tax fund, which will
15 be approved by separate sale tax resolution.

16

Resolution No. 14 - 23

RES. 14-23: RESOLUTION TO APPROVE EXTENSION OF THE CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT - RANDY SCHOLZ

WHEREAS, it is vital to economic development in the Chippewa Valley that the Chippewa Valley Regional Airport continue to thrive and prosper and financial assistance from Chippewa County will help to maintain and improve the competitiveness and efficiency of the airport operation; and

WHEREAS, since January 1, 1999, the Chippewa Valley Regional Airport has been jointly operated by Eau Claire and Chippewa Counties pursuant to the CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT; and

WHEREAS, Eau Claire and Chippewa Counties have entered into and operated under five successive five (5) year airport operation agreements since January 1, 1999; and

WHEREAS, the current CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT is due to expire on December 31, 2023; and

WHEREAS, a successor CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT, a copy of which is attached hereto with the changes from the current Agreement indicated, has been negotiated by representatives of Eau Claire and Chippewa Counties with the following material terms:

1. Term of Agreement - 5 years.
2. Annual funding and participation - Eau Claire and Chippewa County will contribute base amounts equivalent to their 2023 contributions each year from 2024 to 2028.

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby approve the attached CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT, commencing on January 1, 2024; and

BE IT FURTHER RESOLVED, that the County Board Chair and the County Clerk are hereby authorized to execute the Agreement on behalf of Chippewa County.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

2024-2028 - \$132,890 Each year to be paid from the Sales Tax Fund.

60 **04/11/2023 Executive Committee**
61 **RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 4/18/2023 6:00 PM**
62 **MOVER:** Glen Sikorski, District 6
63 **SECONDER:** Jason Bergeron, District 7
64 **AYES:** Gullickson, Schmitt, Steele, Sikorski, Bergeron
65
66

Approved as to Form:

Todd A. Pauls
Todd A. Pauls, Corporation Counsel

3/28/2023

Lori Zwiefelhofer
Lori Zwiefelhofer, Finance Director

3/28/2023

Randy B. Scholz
Randy B. Scholz, County Administrator

3/28/2023

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CHIPPEWA VALLEY REGIONAL AIRPORT OWNERSHIP AND OPERATION AGREEMENT

This agreement outlining the operation and ownership of the Chippewa Valley Regional Airport 'Airport' is made and entered into by and between Chippewa County and Eau Claire County pursuant to Wis. Stat. §§114.151 and 66.0301.

(1) **ESTABLISHMENT OF AN AIRPORT COMMISSION.** There is established effective January 1, 1991, pursuant to Wis. Stat. §114.14(2) an Airport Commission in which shall be vested jurisdiction for the construction, improvement, equipment, maintenance, operation, and promotion of the Airport. Effective January 1, 1999 this agreement shall govern the operation of the Airport.

(2) **MEMBERSHIP OF THE AIRPORT COMMISSION.** The Chippewa Valley Regional Airport Commission 'Commission' shall consist of seven (7) members. The Eau Claire County Board Chair shall appoint one County Board Supervisor and three (3) citizen members. The Chippewa County Board Chair shall appoint one (1) County Board Supervisor and two (2) citizen members. The period of appointment for the two County Board Supervisors and one (1) citizen member appointed by the Eau Claire County Board Chair from either Eau Claire or Chippewa County shall be two (2) years commencing April in even-numbered years. The remaining four (4) members shall be citizens and residents of Eau Claire County or Chippewa County appointed by the Eau Claire County and Chippewa County Board Chairs respectively and approved by their respective County Boards for two (2) years commencing April in odd-numbered years. All members may be reappointed.

(3) **COMMISSIONER QUALIFICATIONS AND VACANCIES.** The Commissioners shall be persons with skills in management and interest in aeronautics. The Commissioners will contribute a mix of managerial and professional skills in areas such as marketing, public relations, finance, law, engineering, general management and entrepreneurship. Commissioners shall be residents of Eau Claire or Chippewa Counties and shall not have a financial interest in the Airport of more than \$15,000 in any year as set forth in Wis. Stat. §946.13. Commissioners shall comply with the provisions of the Eau Claire County ~~Ethics~~ Code of Conduct contained in Chapter ~~3-50~~ 2.08 of the Eau Claire County Code. Commissioners are required to declare any conflict of interest under Chapter ~~3-50~~ 2.08 prior to discussion of an agenda item and abstain from the discussion or voting on that agenda item. Annual vacancies shall be noticed publicly with a list of nominees provided to the appropriate County Board Chair prior to consideration of any Commission appointment. Should any Commissioner no longer meet the qualifications for appointment, the Commissioner's seat shall be declared vacant. Any Commissioner failing to attend three (3) regular meetings in a six (6) month period may be removed by the appointing County Board Chair. Mid-term vacancies may be filled from a list of citizens who have applied for annual vacancies but have not been selected, or through a separate public notice, or by using both.

(4) **AIRPORT SECRETARY AND CHAIR.** At the annual meeting the Commission shall elect one member chair, one member vice-chair and one member secretary. The chair shall not be a County Board Supervisor. The secretary shall keep an accurate record of all the proceedings and transactions of the Commission and send copies of the minutes to the Eau Claire and Chippewa County Clerks. The Commission shall have the powers and duties established under Wis. Stat. ch. 114 as more specifically enumerated herein.

(5) **AIRPORT MANAGEMENT/MONIES.** The Commission shall have complete and exclusive control and management of the Airport. All monies appropriated for the construction, improvement, equipment, maintenance, operation, or promotion of said Airport or earned by such Airport or made available for its construction, improvement, equipment, maintenance, operation, or promotion in any manner whatsoever shall be deposited with the Treasurer of Eau Claire County where such monies shall be kept in a non-lapsing enterprise fund and paid out only on order of the Commission. No Airport enterprise monies will be returned to Chippewa or Eau Claire Counties without approval of both county boards.

(6) **AIRPORT MANAGER.** The Commission may employ and fix the compensation of an Airport Manager who shall not be a member of the Commission. The Commission may employ and fix the compensation of such other employees as may be deemed necessary. All Airport employees shall be Eau Claire County employees and subject to the personnel policies and practices of Eau Claire County.

(7) **CONTRACTING AUTHORITY.** The Commission is expressly authorized to execute such contracts, leases, or other agreements as it deems necessary for the construction, improvement, equipment, maintenance, operation, or promotion of the Airport, subject to the normal budgetary procedures of Eau Claire County. Such Commission may contract with the United States, the State of Wisconsin, any municipality, or any agency thereof and may petition in the name of Eau Claire County, for such state, federal, or municipal aid as may be available for airport purposes, and after resolution certifying the availability of local funds, or appropriation of such funds, may execute agency agreements, contracts, and all other documents necessary to the project.

(8) **COMMISSION POWERS.** The Commission shall have the power to do all acts and things necessary for the promotion of the business and the general welfare of the Airport in order to carry out the powers, duties, and responsibilities imposed by this provision or any other laws. The Commission will abide by the Commissioners shall comply with the provisions of the Eau Claire County ~~Ethics~~ Code of Conduct contained in Chapter ~~3-50~~ 2.08 of the Eau Claire County Code. Commissioners are required to declare any conflict of interest under Chapter ~~3-50~~ 2.08 prior to discussion of an agenda item and abstain from the discussion or voting on that agenda item.

(9) **PARTICIPATION OF OTHER MUNICIPALITIES.** In recognition of the role of the Airport as the air carrier airport for the entire Chippewa Valley Region, other counties or municipalities within the region will be invited to participate on terms and conditions to be established by the Commission.

(10) **COMMISSION BYLAWS.** The Commission shall prepare bylaws for the conduct of its business, consistent with this Agreement. If there is ever conflict between the Bylaws and this Agreement, the terms of the Agreement will prevail.

(11) **COMMISSION BUSINESS PLAN.** The Commission shall prepare a business plan with a five-year horizon that shall be up-dated annually. Such plan shall include marketing and public relations programs to pursue promotion objectives.

(12) **COMMISSION MEETINGS.** The Commission shall meet at least once per month and shall report either orally or in writing as requested to the Eau Claire County Committee on Administration and the Chippewa County Economic Development Committee. Compensation for

citizen members shall be set forth as in Section 3.20.080 B. of the Eau Claire County Code. County board member per diems shall be established and paid by the respective county boards.

(13) **AUDIT OF COMMISSION'S FINANCIAL RECORDS.** The Commission's financial books and records shall be audited as part of the Eau Claire County annual audit. The Commission's financial books and records shall be open to audit by the Eau Claire County Finance Director or the Chippewa County Auditor upon request and two business days advance notice.

(14) **COMMISSION APPROPRIATIONS RESTRICTIONS.** The Commission shall not overdraw the annual appropriations as established by the Eau Claire County Board of Supervisors for operating and capital expenditures. Unfunded mandates and contingencies that would overdraw these annual appropriations shall be paid from reserves established in the Airport enterprise fund or through the annual budget process. Expenditures in excess of reserves in the Airport enterprise fund require approval of the Eau Claire County Board. If such expenditures require bonding, then the Chippewa and Eau Claire County Boards shall all vote on participation in the bonding pursuant to the percentages as reflected by the dollar amounts set forth in 15 below.

(15) **COUNTY FUNDING PARTICIPATION.** There will be no increase in funding participation from either Eau Claire County or Chippewa County during the term of this agreement.

<u>YEAR</u>	<u>CHIPPEWA COUNTY CONTRIBUTION</u>	<u>EAU CLAIRE COUNTY CONTRIBUTION</u>
2024	\$132,890	\$407,050
2025	\$132,890	\$407,050
2026	\$132,890	\$407,050
2027	\$132,890	\$407,050
2028	\$132,890	\$407,050

The Chippewa County contribution shall be applied toward debt service and capital projects.

Any excess operating funds from 2023 shall be carried over to 2024.

(16) **FINANCIAL RECORDS, BUDGETING PROCESS, CONTRIBUTION PAYMENTS.** Eau Claire County will keep the financial records of the Airport. Proposed subsequent year Airport budgets will be sent to Chippewa County by September 1 of the current year to facilitate the county budgeting process. Annual audits reflecting Airport operations will be sent to Chippewa County by July 31 of the subsequent year. Chippewa County will receive timely interim financial information from Eau Claire County upon request. Chippewa County will make two semiannual contribution payments to Eau Claire County on March 15 and September 1 of each budget year pending receipt of the above financial information.

(17) **OPTION TO PURCHASE.** Chippewa County has a limited and exclusive option to purchase an interest in the real and personal property of the Airport for (\$1.00) One Dollar and other valuable consideration. Said option to purchase is exclusive, in that it may only be exercised by the Chippewa County Board of Supervisors during the time period, and subject to the conditions set forth below. Said option to purchase allows Chippewa County to purchase a portion of the real and personal property of the Airport as a tenant in common. During the time that Chippewa County is able to

exercise its limited option to purchase, Eau Claire County cannot, without a prior breach of the terms of this Agreement, or the failure on the part of Chippewa County to make payment in full as set in this Agreement, refuse to transfer the property to Chippewa County. However, if Chippewa County is in breach and/or has not made all of the payments as set forth in the terms of this Agreement, then Eau Claire County does not have to honor Chippewa County's option to purchase. The parties agree the following are conditions precedent to the exercising of the option to purchase:

- (a) Prior to the expiration of the time period set forth below in paragraph (b) for Chippewa County to exercise its option to purchase, the parties will either renew this Agreement, or execute a new ownership and operation agreement for a period of not less than five (5) years.
- (b) Chippewa County may only exercise its option to purchase during the time period of January 1, 2028 to September 1, 2028, with the transfer of property becoming effective on January 1, 2029.

If Chippewa County chooses to exercise its option to purchase, its ownership interest in the property of the Airport will be determined by comparing Chippewa County's equalized valuation on a pro rata basis to the total equalized valuation of Chippewa County and Eau Claire County with the percentage of the property transferred to Chippewa County equal to the amount of equalized value established for the 2028 budget year.

(18) **EFFECTIVE DATE OF AGREEMENT.** This agreement shall become effective on January 1 of the year following passage of authorizing resolutions by the Chippewa County Board and the Eau Claire County Board, as evidenced by certified copies of its County Board resolutions. This agreement is for a term of five years and may be renewed for future years upon mutual agreement by all parties. Negotiations for a successor Agreement shall commence on or before March 1, 2028, with ratification by all parties to the successor Agreement on or before September 1, 2028.

(19) **WAIVER OF BREACHES.** No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

(20) **APPLICABLE LAW.** This contract shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be exclusively in Eau Claire County Circuit Court.

(21) **NON-ASSIGNMENT OF AGREEMENT.** The parties agree that there shall be no assignment of transfer or this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

(22) **MODIFICATIONS TO AGREEMENT.** There shall be no modifications to this Agreement, except in writing, signed by all parties.

(23) **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.

All parties hereto having read and understood the entirety of this Agreement consisting of five (5) typewritten pages hereby affix their duly authorized signatures.

CHIPPEWA COUNTY BY:

Dean Gullickson
Chippewa County Board Chair

(Date)

Jaclyn Sadler
Chippewa County Clerk

(Date)

EAU CLAIRE COUNTY BY:

Nick Smiar
Eau Claire County Board Chair

(Date)

Sue McDonald
Eau Claire County Clerk

(Date)

CNTX\CNTX-160 Draft 3.13.23



Department of Administration

Randy B. Scholz, County Administrator

March 24, 2023

TO: Executive Committee

FR: Randy Scholz

RE: Interim County Health Officer/Public Health Director

As you know, Angela Weideman's last day with Chippewa County is April 20, 2023. Our health department is classified as a Level III accredited local health department per Wis. Stats. §251.05. In order to maintain that classification, we need to hire a Health Officer who meets the education and experience requirements for a Level III accredited health officer per Wis. Stats. §251.06(1)(c).

I reached out to Dunn County and they have agreed to assist us and Kathryn (KT) Gallagher has accepted my offer to act as Interim County Health Officer/Public Health Director effective April 21, 2023.

KT will assist us until we hire a replacement. She will serve as liaison between our department and the state and also provide direction to our managers if needed. All personnel issues, payroll and anything else that comes up will be managed internally.

We started recruitment for the position on Friday, March 10, 2023. The application deadline for the position is Sunday, March 26, 2023. If everything goes as planned, my goal is to bring a recommendation to the County Board on April 18, 2023 for confirmation.

Sincerely,

Randy Scholz
County Administrator

Attachment: CA Ltr to Exec RE Interim PH Director 03-24-2023 (2) (7627 : Update on Interim Public Health Director)