



# OFFICE OF CORPORATION COUNSEL

EAU CLAIRE COUNTY  
EAU CLAIRE COUNTY COURTHOUSE

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December 10, 2014

CERTIFIED, RETURN RECEIPT REQUESTED

Bob Heacox, President  
Eau Claire Curling Club, Inc.  
PO Box 1381  
Eau Claire, WI 54702-1381

RE: Use of Multi-Purpose Exhibit Building for Baby Showers and Private Parties

Dear Mr. Heacox:

It has come to my attention that the Eau Claire Curling Club has rented portions of its facilities for Christmas parties and in at least one instance a baby shower. This matter has been referred to my office for review of the contract by Karen Blaeser, Expo Center Director, and Josh Pedersen, Director of the Parks and Forest Department.

Article I of the lease restricts the use of the facility for "curling activities" and fundraising events. As the individual responsible for negotiating this agreement since its inception for Eau Claire County, I can tell you that events such as baby showers and family Christmas parties were never discussed or identified in any way as uses which would constitute "curling activities" or "fundraising events." The fact that the ice is available for use and curling instruction as stated in Mr. Bast's November 17, 2014 e-mail, in my opinion is simply ancillary to the primary use which is not allowed under Article I. Otherwise, the "Club room" could be used or rented for any purpose since the ice would always be available and a curling club member would be in attendance to "offer curling instruction." If the curling club wishes to sublet the facility for different uses under Article IX-1., the county's prior written consent is required.

The purpose of this notice is to request the Eau Claire Curling Club to cease and desist from renting space for events such as baby showers and private family Christmas parties. The county considers this a default under Article IX of the lease which if not corrected within thirty (30) days will allow the county to terminate the lease.

Sincerely,

Keith R. Zehms  
Corporation Counsel

cc: Karen Blaeser  
Josh Pedersen