

AGENDA
County Of Eau Claire
Committee On Parks & Forest
Wednesday, November 15, 2017 – 5:00 p.m.
Ag & Resource Center, Altoona

Members note: Please call the committee chair or office if you will not be attending the meeting.

1. Confirmation of meeting notice
2. Approval of minutes from October 10, 2017 meeting and October 20, 2017 Tour – Discussion/action
3. Public Input
4. Fall Timber Sales – Discussion/action
5. Request to hold a Cross-Country Ski Race by UW-EC Cross-Country Ski Club At Tower Ridge Recreation Area – Discussion/action
6. Request to hold a Wisconsin High School Cycling Race at Lowes Creek Park – Discussion/action
7. Request to hold Winter Fest 2018 at Lake Altoona Park – Discussion/action
8. Lake Eau Claire Association Dredge site road building request on Hay Creek – Discussion/action
9. Eau Claire National Rifle Club Lease Resolution 2017-18.088 – Discussion/action
10. County Forest Code Changes resolution 17-18.068 – Discussion/action
11. Lowes Creek Park Reclamation Project Update – Discussion
12. Stewardship Committee report – Discussion
13. Expo/Curling Club Lease Extension - Discussion
14. Correspondence
15. Staff and committee reports
16. Advisory Committee Reports/assignments
17. Future and pending items
18. Next Meeting Date/place – Wednesday, Dec. 13 at 5:00 p.m., Ag & Resource Center
19. Adjournment

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**EAU CLAIRE COUNTY
COMMITTEE ON PARKS & FOREST**

MEETING MINUTES

Wednesday, October 11, 2017, 5:00 p.m.
Ag & Resource Center, Altoona

MEMBERS PRESENT: Gary Gibson, Patrick LaVelle, Tami Schraufnagel, and Kevin Stelljes

OTHERS PRESENT: John Richie, Citizen.

STAFF PRESENT: Bobbi Barone, Jody Gindt, Josh Pedersen and Jake Tumm

The meeting was called to order by Chair Patrick LaVelle at 5:00 p.m.

1. Confirmation of meeting notice – Meeting notice was confirmed.
2. Approval of minutes from September 27, 2017 Meeting – Kevin made a motion to approve minutes from the September 27 meeting; motion carried 4-0.
3. Public Input – John Richie was introduced to the committee. He submitted an application to fill Bruce's seat on the county board. If confirmed by the County Board October 17, he will also fill Bruce's position on both the Parks & Forest Committee and Land Conservation Commission.
4. Lowes Creek Park Reclamation Project Update – Nothing to report
5. Establish Financial Terms for Timber Sales – Josh gave history on delinquent Timber Sales. Committee discussion ensued. Kevin made a motion to have committee review monthly timber sales for delinquent accounts and review the timber sale contract within the next six months; motion carried.
6. County Forest Special Use Areas – Bobbi distributed a handout with the Pinter Pines, Lions Youth Camp and County Forest Camping listing several potential policies for the committee to consider. Discussion ensued. Staff will bring this back to the next meeting for continued discussion.
7. Stewardship Committee Report – Kevin reported the committee had gotten a message from Cascade Products that they would be having an appraisal of the property done. There were several other properties being considered but not moving on anything at this point.
8. Expo/Curling Lease Extension – Josh reported that the lease was completed and would need approval by the Curling Club prior to bringing to the committee.
9. Correspondence – Nothing to report.
10. Staff & Committee member reports – Jody said Harstad Campground has become a homeless camping place and campers are not paying for their sites unless confronted by staff. The Sheriff's Department deputies are not assisting with much enforcement. Many campers are not following regulations. Bobbi presented an application for the final seat on the Advisory Committee and Pat explained that he had not gotten any interested persons from the advertising that was done in the spring. After discussion, Gary moved to appoint Bob Afdahl to fill the vacant position on the Advisory Committee; motion carried 4-0. Kevin stated he wanted some additional obligations placed on the rifle club for the Rifle Range lease.
11. Future and pending – All in attendance agreed on the October 20 date for the Forestry Tour. Suggestions for stops were Pinter Pines, Harstad Campground, Coon Fork and the Pea Creek storm damaged site.

12. Next meeting date: Wednesday, November 15 at 5:00 p.m. at the Ag & Resource Center, Altoona. This is the third Wednesday due to the County Board Meetings on the budget the second week and will be the only committee meeting in November. The one December committee meeting is scheduled for the 13th.

Pat adjourned the meeting at 6:15 p.m.

Respectfully Submitted,

Bobbi Barone
Committee Clerk

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**EAU CLAIRE COUNTY
COMMITTEE ON PARKS AND FOREST AND ADVISORY COMMITTEE**

ANNUAL FORESTRY TOUR MINUTES

Friday, October 20, 2017, 12:00 Noon - Agriculture & Resource Center

MEMBERS PRESENT: Gary Gibson, Patrick LaVelle, John Richie and Tami Schraufnagel

MEMBERS ABSENT: Kevin Stelljes

ADVISORY COMMITTEE MEMBERS PRESENT: Bob Afdahl, Tom Field, Tom Peterson, Kyle Reiter and Joelene Smith

ADVISORY COMMITTEE MEMBERS ABSENT: Kirk Dahl, Geoff Goodland, Michael Lea, Robert Paddock, Letecia Papke, Jay Plummer and Joelene Smith

STAFF PRESENT: Bobbi Barone, Jody Gindt, Tom Mayer, Josh Pedersen and Jake Tumm

Confirmation of Tour notice – The tour notice was confirmed.

1. The tour began at the Agriculture and Resource Center at 12:00 noon.
2. Arrived at Harstad Park Picnic Shelter and met up with other Advisory Committee members driving to that location. Jody and Tom explained that there have been some issues with off-season campers not paying the camping fees and the issues surrounding enforcement.
3. Eisberner Canoe Landing – Attendees stopped and visited with county forest campers and improvements to Eisberner Memorial ATV Trail/Road. The state natural area leading to the canoe landing will be burned when conditions are favorable. This has been identified as Karner Butterfly and Fox moth habitat.
4. ATV Trail Corkscrew ATV Trail Rehab – Jody explained compliance with State ATV regulations that prohibits motor vehicles from using the ATV trails June, July and August of each year.
5. Pea Creek Flowage Dike and Dam Flood Damage/ Finished Construction – Attendees stopped and viewed repair and restoration of flowage.
6. Coon Fork Park Walk Bridge – Jody explained the walk bridge approach construction and completion.
7. Arrived back at the Agriculture & Resource Center at 4:05 p.m.

Respectfully Submitted,

Bobbi Barone
Committee Clerk

EAU CLAIRE COUNTY TIMBER SALE

TRACT 10-15

Sec.1 T26N R5W

Town of BRIDGECREEK

SFI® NSF-SFIS-1Y943

FSC® SCS-FM/COC-0083G-e FSC-100%

Red Pine Comingled

960 tons

MINIMUM BID \$28,224.00

Sale Area: 40 acres. Sale boundary is plantation borders.

Cutting Requirements:

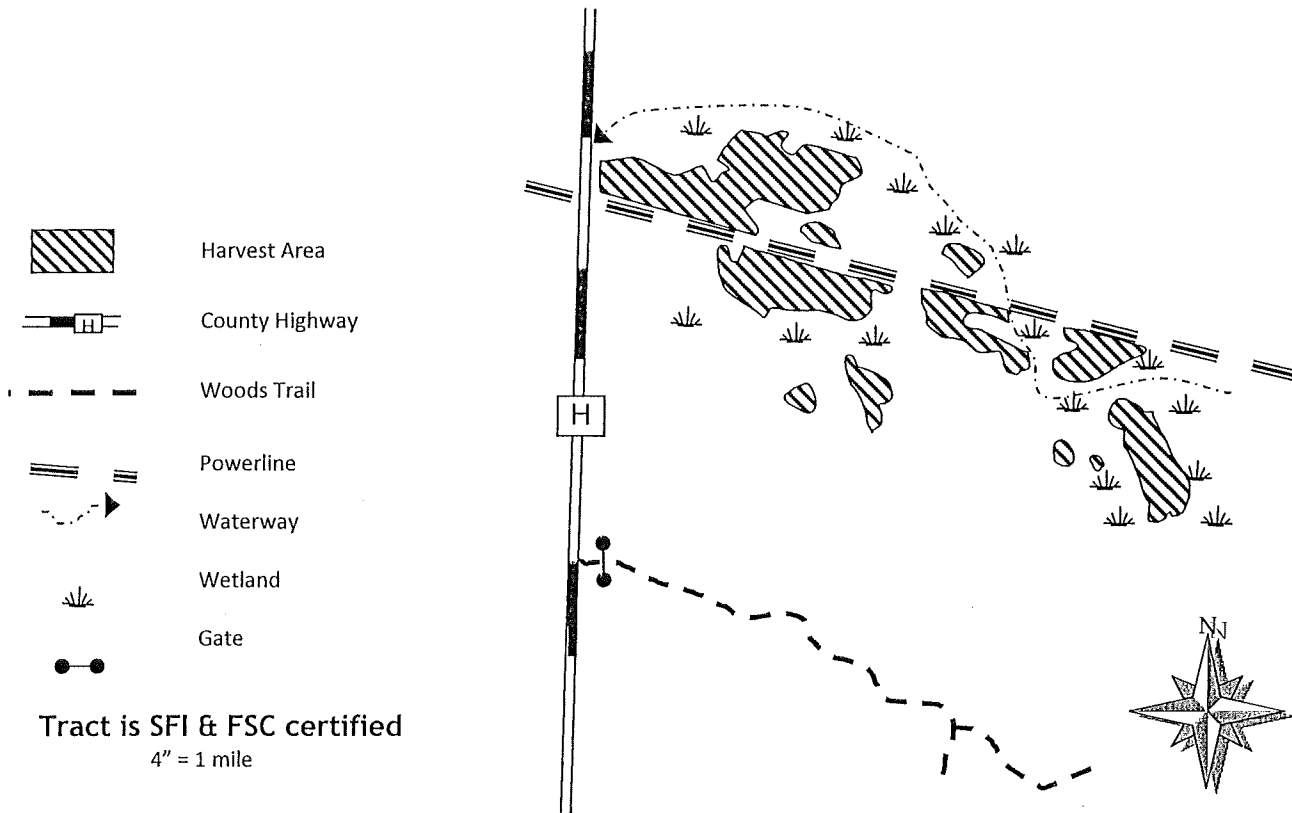
Harvest all orange marked pine.

Management Objectives: Thin red pine plantation and release best quality white pine and red pine.

*****FIRM (Frozen or Very Dry) GROUND CONDITIONS ONLY*****

*****ACCESS TO SOUTH EAST AREAS MUST BE APPROVED BY FORESTER*****

*****ANNOSUM SPRAYING PER CONTRACT REQUIREMENTS*****



EAU CLAIRE COUNTY TIMBER SALE

TRACT 17-15

Sec. 14, 15, 22 & 23 T27N R6W

Town of LUDINGTON & WILSON

SCS-FM/COC-0083G-E

FSC® SCS-FM/COC-0083G-E FSC-100%

Oak Saw	64 MBF
Mixed Hardwood Saw	8 MBF
Oak Pulp	250 Tons
Mixed Hardwood Pulp	210 Tons
Jack Pine Pulp	200 Tons
MINIMUM BID \$19,663.00	

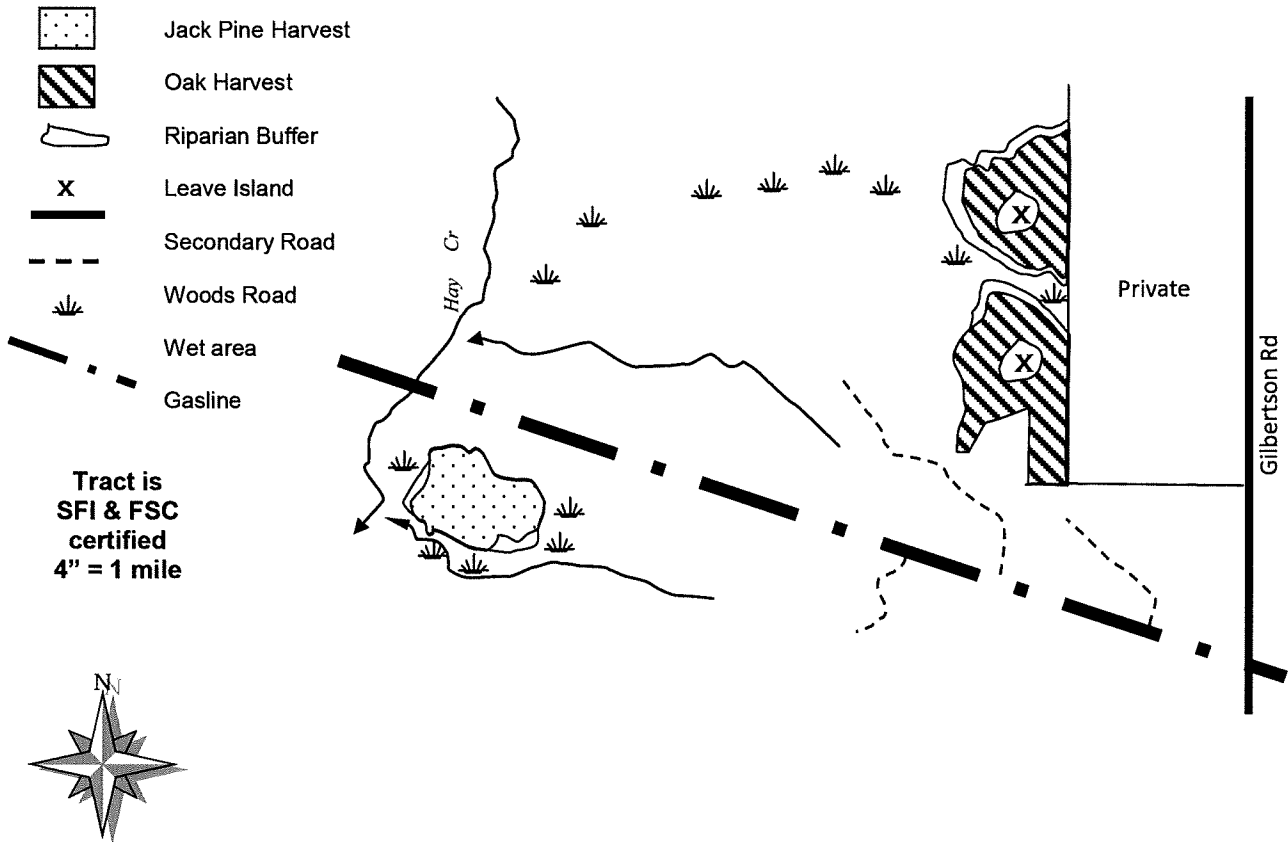
Sale Area: 38 acres. Sale boundary is red line and blue line. RMZ buffers along wetlands

Cutting Requirements (all units): Cut all trees greater than 1" DBH EXCEPT green marked leave islands.

Management Objectives: Regenerate oak, aspen, and jack pine.

*****OAK WILT RESTRICTIONS APPLY: APRIL 1 – JULY 15*****

*****DRY OR FROZEN CONDITIONS ONLY*****



EAU CLAIRE COUNTY TIMBER SALE
TRACT 10-16
 Sec. 8 T26N R5W
 Town of BRIDGE CREEK
 SFI® NSF-SFIS-1Y943
 FSC® SCS-FM/COC-0083G-E FSC 100%

Aspen pulp	915 tons	MINIMUM BID \$14,310.00
Red Maple pulp	95 tons	

Sale Area: 35 acres. Sale boundary is red line/main trail.
 Red line/RMZ excludes leave areas on the west and south sides of sale.

Cutting Requirements:

Oak Release: Cut all merchantable red maple and aspen.

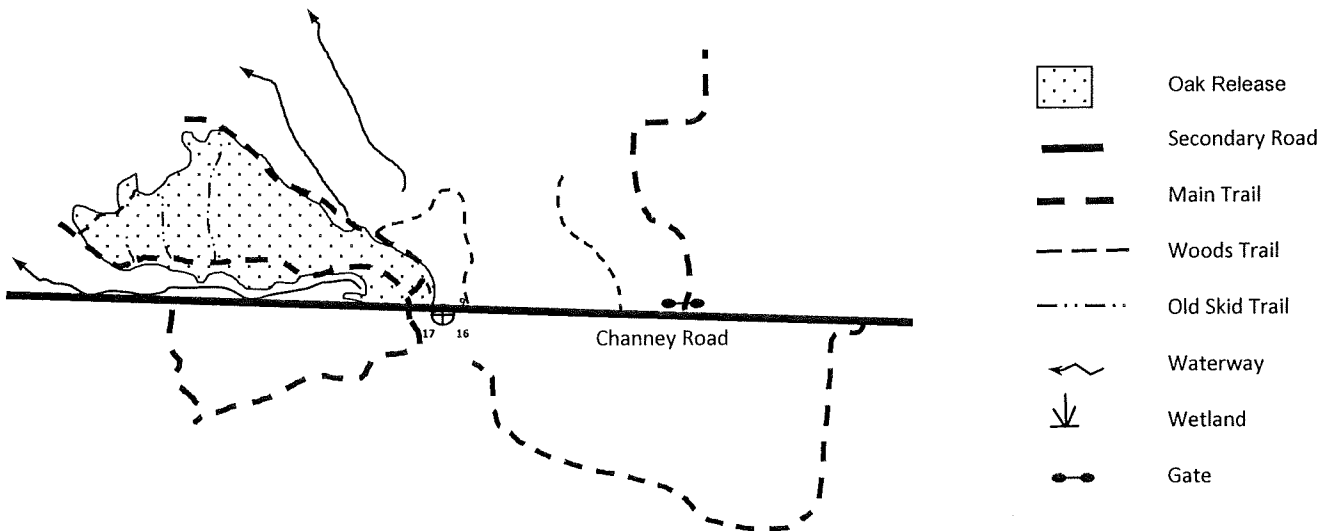
Management Objectives: Release oak and other hardwoods. Regenerate aspen where dominant.

*****NO EQUIPMENT ALLOWED OUTSIDE OF RED LINE OR IN WET AREAS/WETLANDS*****

*****SEASONAL WETNESS OCCURS IN SOME AREAS *****

*****MINIMIZE DAMAGE TO RESIDUAL OAK AND ADVANCED REGENERATION *****

*****OAK WILT RESTRICTIONS APPLY APRIL 1 TO JULY 15 *****



Tract is SFI & FSC certified
 4" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT #22-16

Sec. 15 & 16 T26N R05W

Town of Bridge Creek

White Pine Saw	25 MBF
Aspen Pulp	830 tons
Mixed hardwood Pulp*	300 tons
White Pine Pulp	50 tons
* Mixed Hardwood 65% oak, 15% birch and cherry, 10% red maple, 10% basswood	

MINIMUM BID \$17,375.00

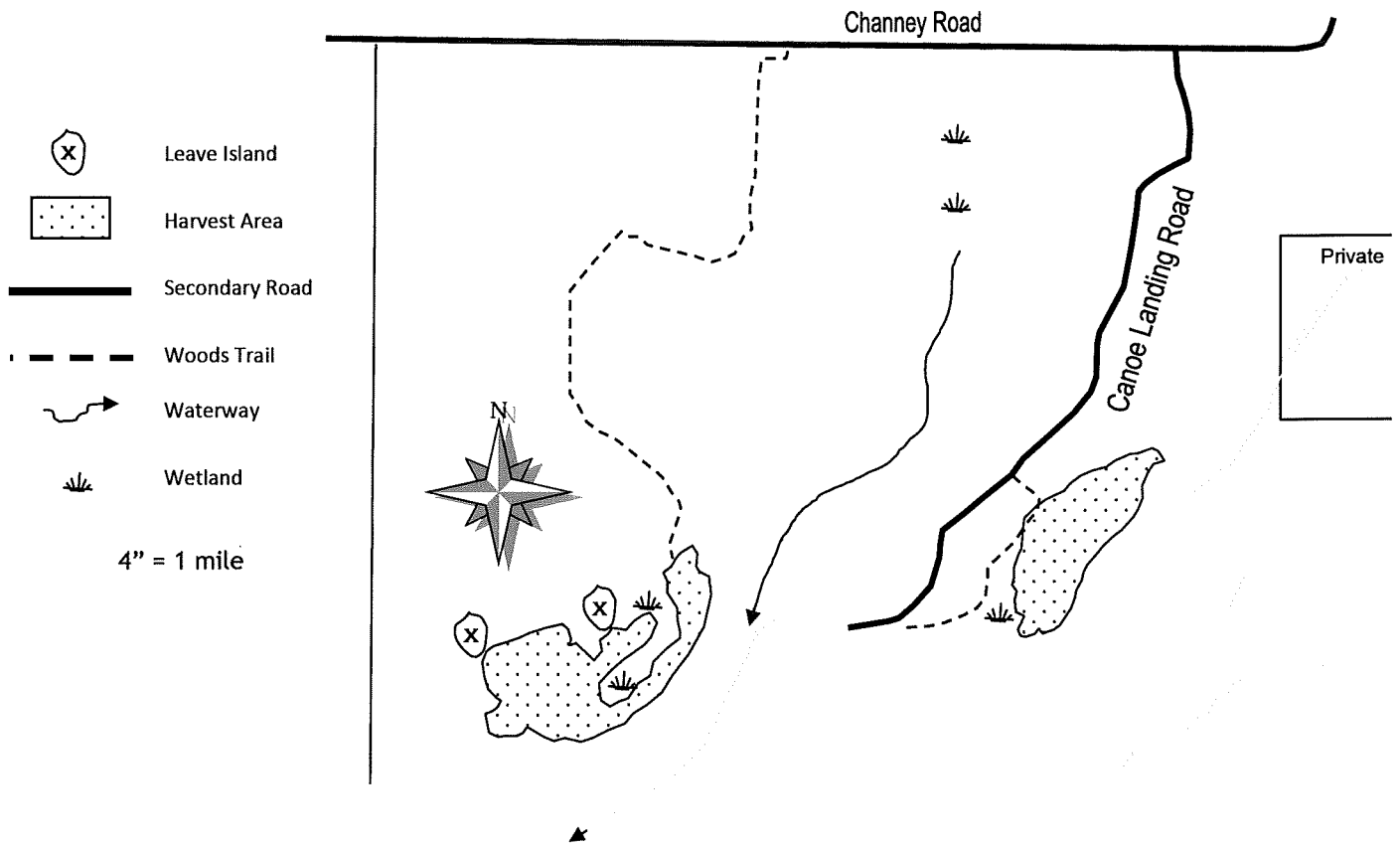
Sale Area: 37 acres. Sale boundary is red paint line.

Cutting Requirements: Harvest all trees over 2" dbh inside of the boundary. Leave 2-4 cut grouse drumming logs/acre AND all red pine.

Management Objective: Regenerate aspen.

****FIRM GROUND CONDITIONS RECOMMENDED****

*****NO EQUIPMENT IN WETLAND AREAS*****



Eau Claire River

EAU CLAIRE COUNTY TIMBER SALE

TRACT #1-17

Sec.4 T25N R05W

Town of Fairchild

White Pine Saw	73 MBF
White Pine Pulp*	510 tons
Oak Pulp**	80 tons
* Small amount of jack pine	
**Oak Pulp-75% oak, 25% mixed hardwood	
MINIMUM BID \$14,442.00	

Sale Area: 42 acres white pine thinning and 5 acres oak thinning. 47 total acres. Sale boundary is red line and blue line.

Cutting Requirements:

White Pine thinning- Harvest all orange marked trees and all merchantable jack pine.






Oak thinning- Harvest all orange marked trees.

Management Objective: Thin white pine to improve vigor.

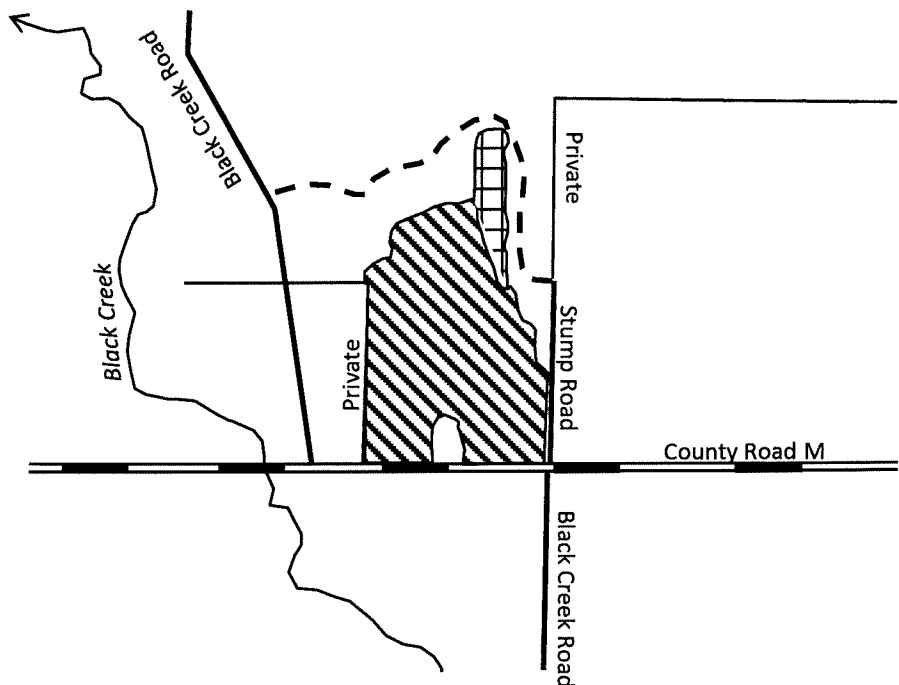
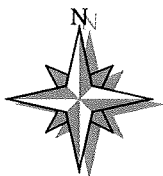
****FIRM GROUND CONDITIONS RECOMMENDED****

****OAK WILT RESTRICTIONS- APRIL 1 TO JULY 15 FOR THE OAK THINNING****

****HETEROBASIDION ROOT ROT SPRING REQUIRED ACCORDING TO CONTRACT****

-  White Pine Thinning
-  Oak Thinning
-  Secondary Road
-  Woods Trail
-  Waterway

4" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT #4-17

Sec.25 & 26 T26N R05W

Town of Bridge Creek

Red Pine Comingled*

685 tons

* 5% white pine

MINIMUM BID \$21,372.00







Sale Area: 26 acres. Sale boundaries are plantation edges and trails.

Cutting Requirements: Harvest all orange marked trees.

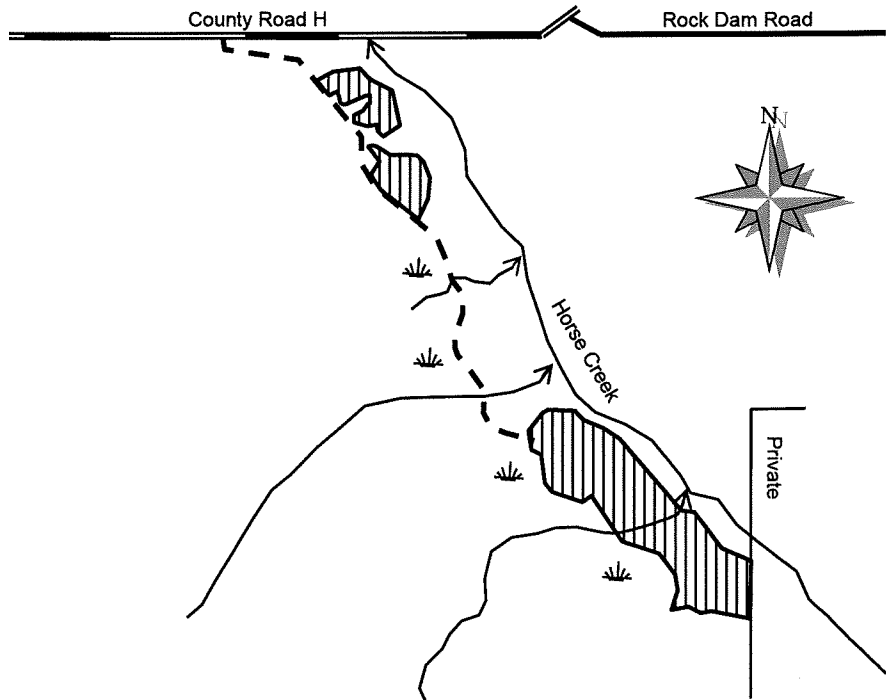
Management Objective: Thin pine to improve vigor.

****FIRM GROUND CONDITIONS RECOMMENDED****

****Heterobasidion Root Rot Spraying required according to contract****

-  Pine Thinning
-  Secondary Road
-  Woods Trail
-  Waterway
-  Wetland
-  County Highway

4" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT #5 - 17

Sec.26 T26N R05W
Town of Bridge Creek

White Pine Saw	35 MBF
Mixed Hardwood Saw*	10 MBF
Aspen Pulp	945 tons
Mixed hardwood Pulp**	380 tons
White Pine Pulp	295 tons
Oak Pulp	200 tons

*50% red maple 50% oak

** Mixed Hardwood Pulp: 95% red maple

MINIMUM BID \$25,167.50

Sale Area: 44 acres. Sale boundary is red line and green line leave island. Purple line defines the 2 cutting prescriptions.









Cutting Requirements: Final Harvest- cut all trees over 2" dbh, **Do Not Cut green marked leave islands.** Leave 2-4 cut drumming logs/acre for grouse.

Overstory Removal- cut all merchantable trees, being careful not to damage understory white pine and oak

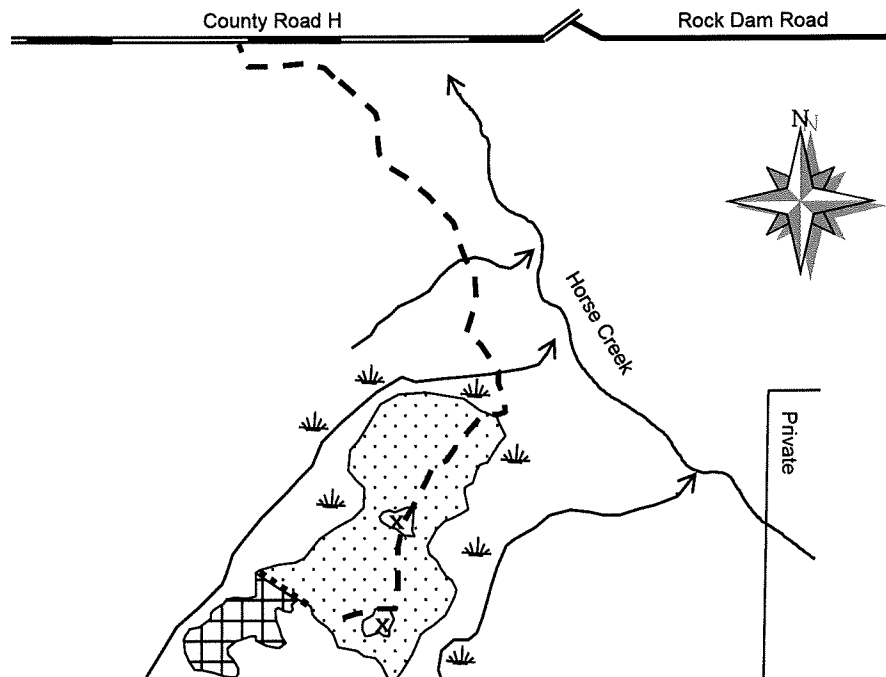
Management Objective: Final harvest of aspen to regenerate the stand. Overstory removal area is a natural conversion to white pine.

****FIRM GROUND CONDITIONS RECOMMENDED****

****NO HARVESTING BETWEEN MAY 15TH - SEPTEMBER 31ST****

-  Leave Island
-  Final Harvest Area
-  Overstory Removal
-  Secondary Road
-  Woods Trail
-  Waterway
-  Wetland
-  Purple Line

4" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT # 6-17

Sec.19 T27 R7W

Sec.13 & 24 T27 R8W

Town of LINCOLN & SEYMOUR

Oak Saw	8 MBF
White Pine Saw	4 MBF
Red Pine Pulp	1345 tons
Oak Pulp*	163 tons
White Pine Pulp	124 tons
Jack Pine Pulp	120 tons
Aspen Pulp	73 tons

* Oak Pulp: small amount of red maple

MINIMUM BID \$52,625.70

Sale Area: 92 acres. Sale boundary is red line, clearcuts, plantation edges, and blue line.

Cutting Requirements:

Jack Pine Harvest: Harvest all jack pine & aspen within 30 feet of trail.

Final Harvest: Cut all merchantable trees, except snags.

Red Pine Row Thinning: Leave outside 2 rows, cut 1 row, leave 2 rows, cut 1, etc.

Marked Pine Thinning: Cut all trees marked with orange.

Management Objective:

Harvest of mature jack pine, oak and aspen.

Thinning of red and white pine areas.











**** INVASIVES BMPS REQUIRED****

**** HETEROBASIDION SPRAYING OF PINE**

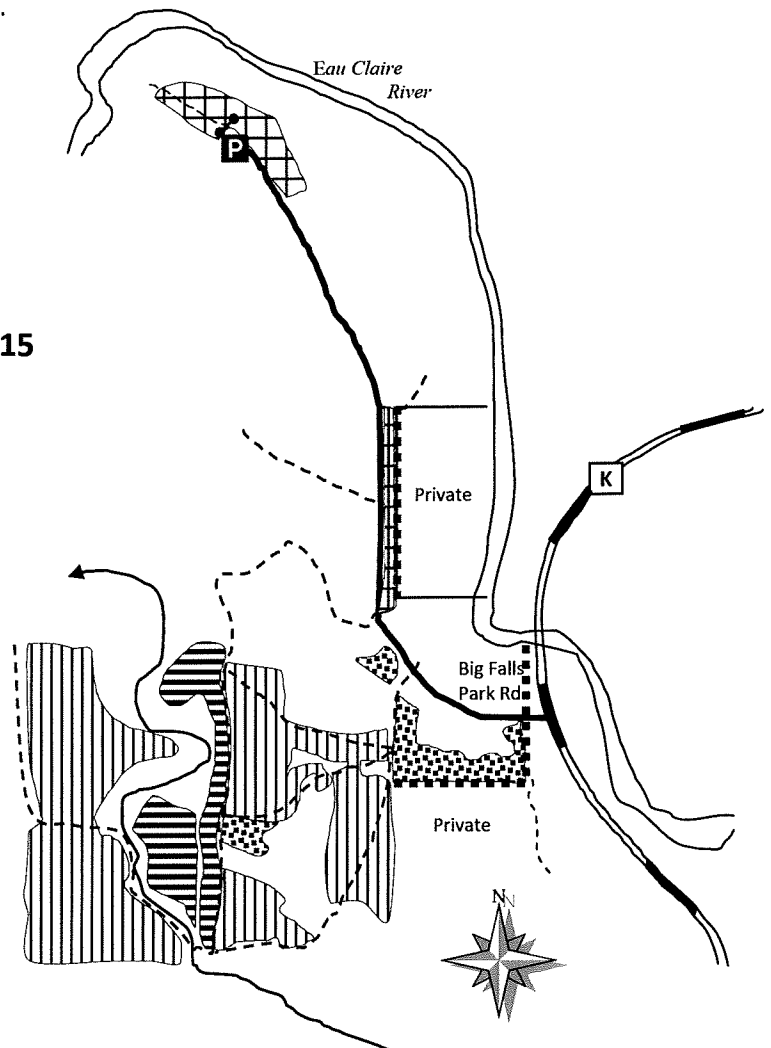
ACCORDING TO CONTRACT**

****OAK WILT RESTRICTIONS APRIL 1-JULY 15**

FINAL HARVEST AREA ONLY**

	Jack Pine Harvest
	Final Harvest
	Red Pine Row Thinning
	Marked Pine Thinning
	County Highway
	Secondary Road
	Woods Trail
	Waterway
	Wetland
	Blue Line

4" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT #7-17

Sec. 19, 24, 30 T27 R06W & R07W

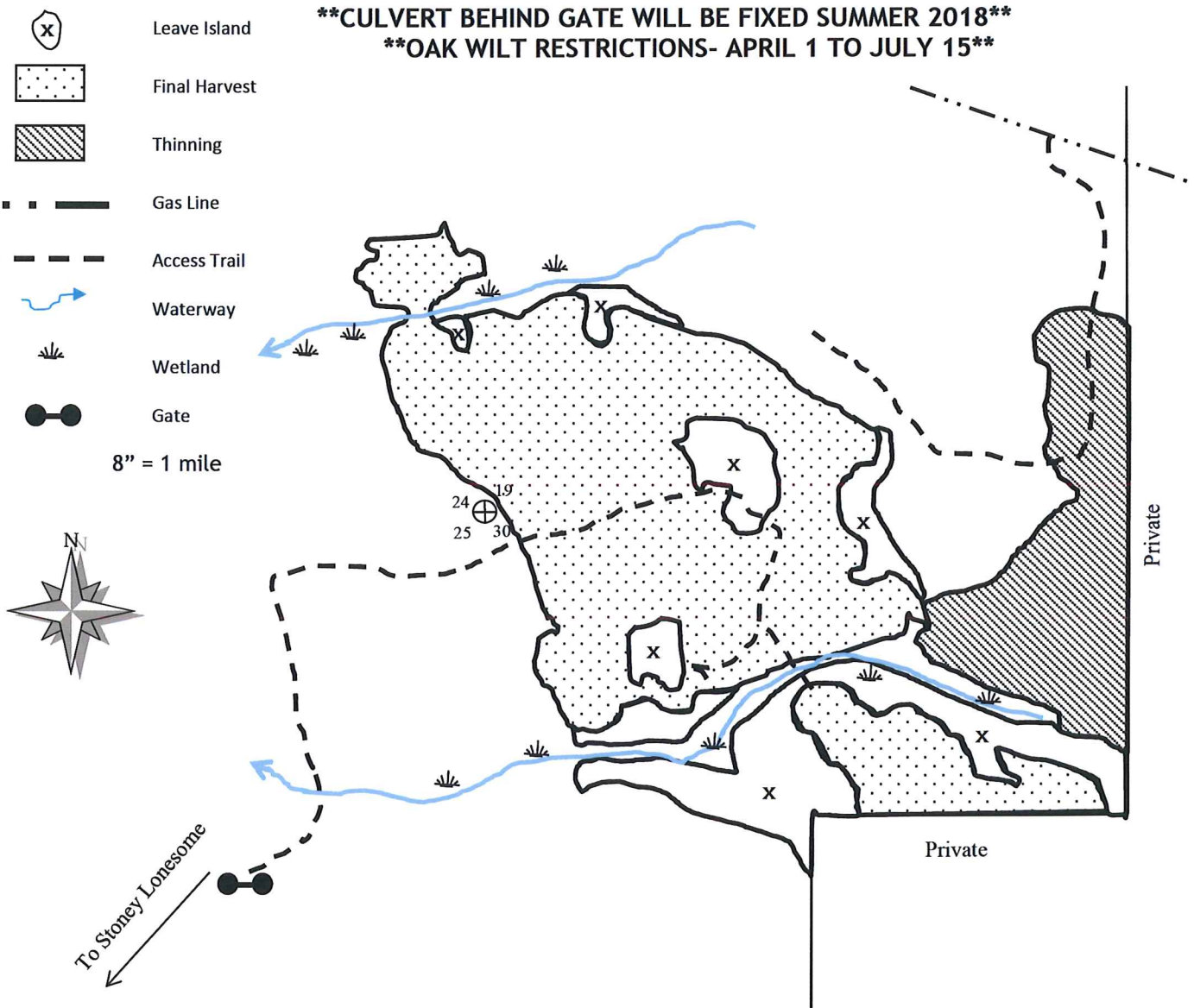
Town of Wilson

Oak Saw*	235 MBF
Mixed Hardwoods Saw	50 MBF
Oak Pulp	2000 tons
Mixed hardwood Pulp	1200 tons
*15% Red Oak, 23% White Oak, 62% Other Oak	
MINIMUM BID \$76,630.00	

Sale Area: 64 acres coppice and 19 acres thinning. Sale boundary is red line, and blue line.

Cutting Requirements: Final Harvest- Harvest all trees over 1" dbh, **EXCEPT Do Not Cut** green marked leave trees or green marked islands. Thinning- Harvest all orange marked trees, aspen, and birch.

Management Objective: Final harvest of oak and hardwood to regenerate stand. Thinning to promote growth and vigor on residual stand.



EAU CLAIRE COUNTY TIMBER SALE

TRACT #8-17

Sec 14 & 23 T27 R05W

Town of Wilson

Oak Saw	26 MBF
Mixed Hardwoods Saw	13 MBF
Mixed hardwood Pulp*	520 tons
Oak pulp	250 tons
Aspen	100 tons
* Mixed Hardwood Pulp: small amount of birch and ash	
MINIMUM BID \$17,095.00	

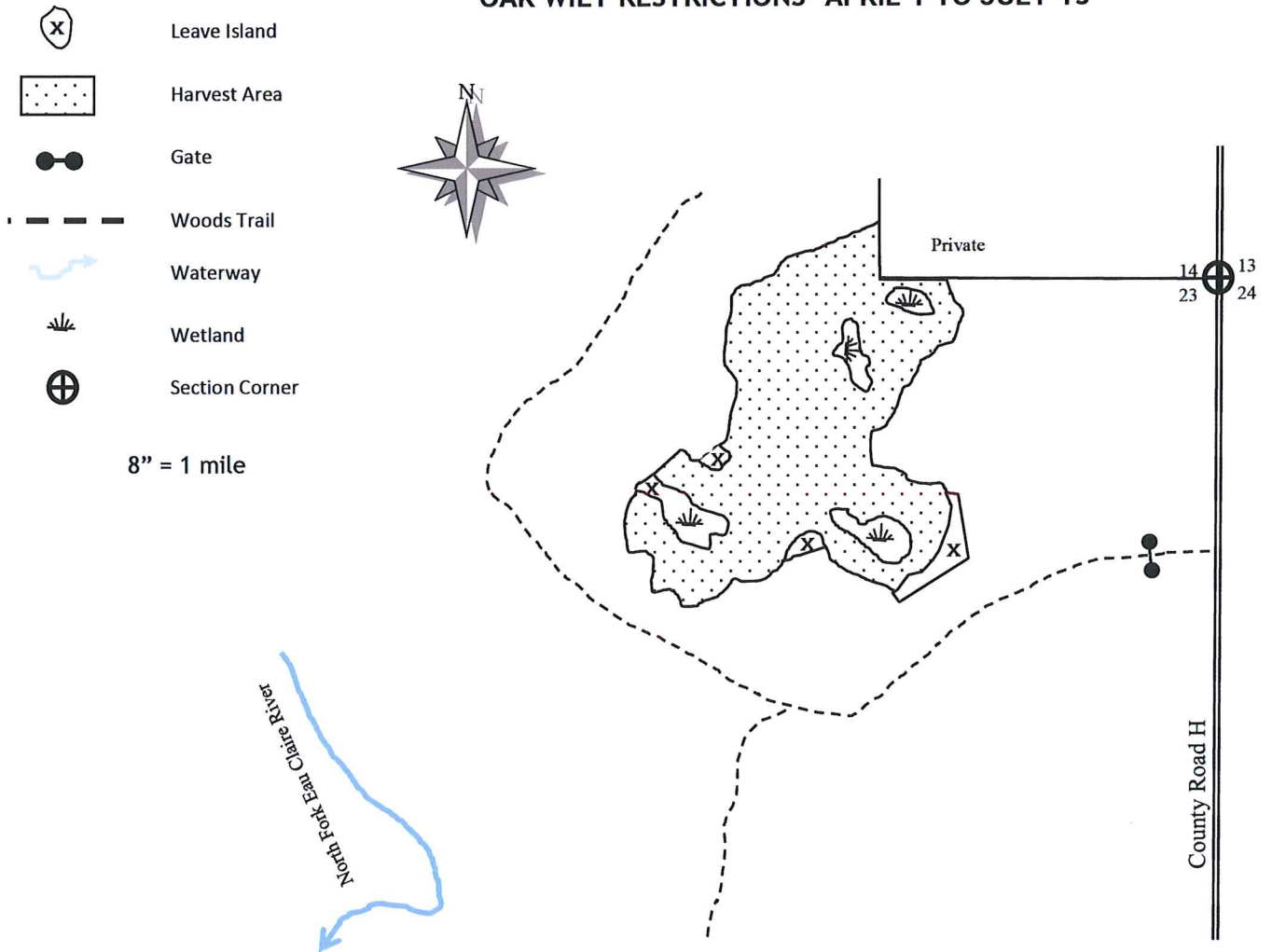
Sale Area: 24 acres. Sale boundary is red line and established fence along private. Leave islands are outside of the red line.

Cutting Requirements: Harvest all trees over 2" dbh, EXCEPT Do Not Cut white pine.

Management Objective: Final harvest of oak and hardwoods to regenerate stand.

****FIRM/FROZEN GROUND CONDITIONS RECOMMENDED****

****OAK WILT RESTRICTIONS- APRIL 1 TO JULY 15****



EAU CLAIRE COUNTY TIMBER SALE

TRACT #9-17

Sec.13 T27 R06W

Town of Wilson

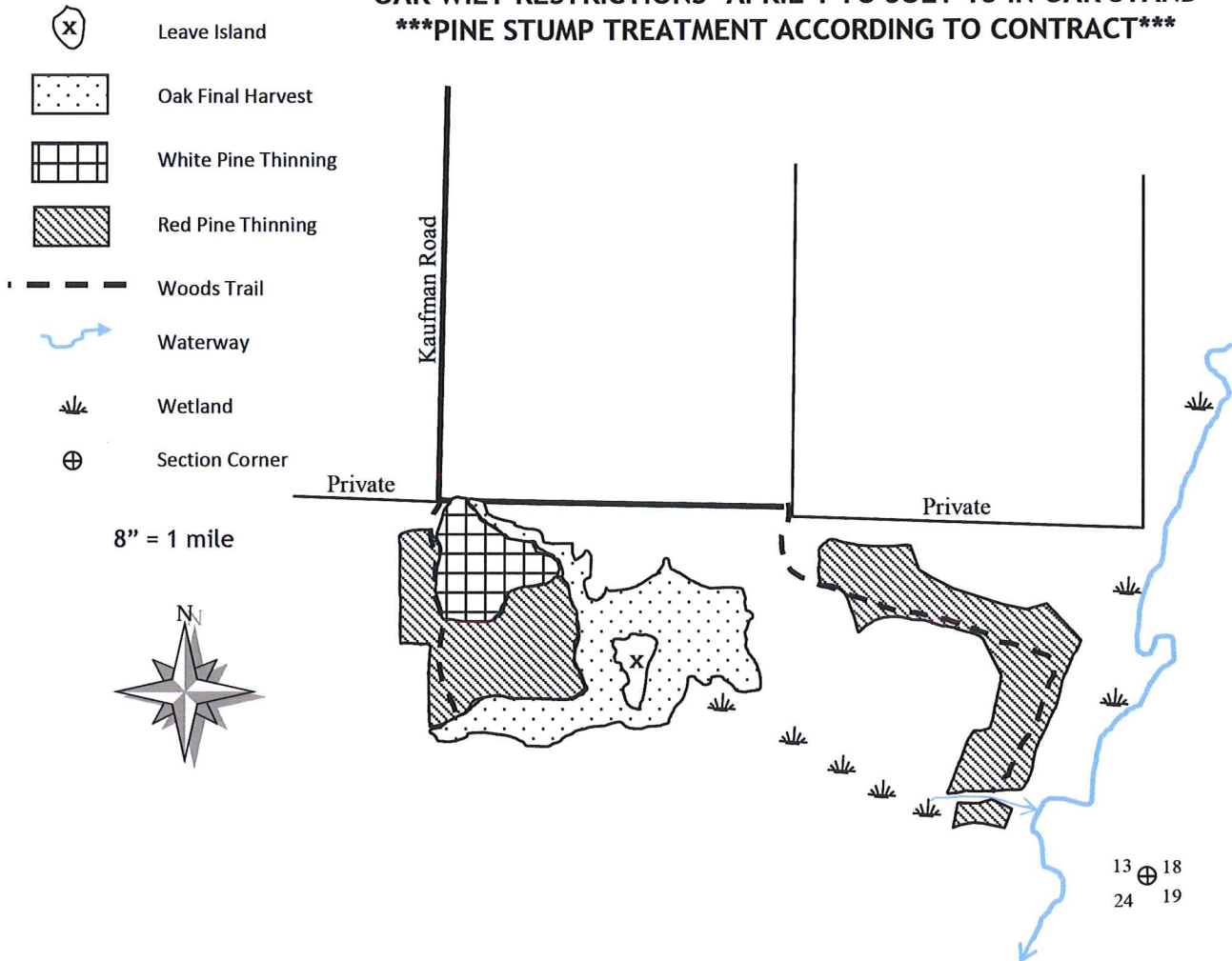
Oak Saw	38 MBF
Mixed Hardwoods Saw	11 MBF
Red Pine Comingled	510 tons
Oak Pulp	310 tons
Mixed Hardwood Pulp	200 tons
MINIMUM BID \$26,454.00	

Sale Area: 28 acres. Sale boundary is red line, Kaufman Road, and plantation boundaries.

Cutting Requirements: Oak Harvest: Harvest all trees over 1" dbh. **EXCEPT Do Not Cut** green marked leave island. Pine Thinnings: Harvest all orange marked trees.

Management Objective: Final harvest of oak and hardwoods to regenerate stand. Pine thinning to enhance growth and vigor on residual stand.

****FIRM GROUND CONDITIONS RECOMMENDED****
****OAK WILT RESTRICTIONS- APRIL 1 TO JULY 15 IN OAK STAND****
*****PINE STUMP TREATMENT ACCORDING TO CONTRACT*****



EAU CLAIRE COUNTY TIMBER SALE

TRACT # 10-17

Sec. 13 & 24 T26N R6W
Town of Bridge Creek

Oak Saw	100MBF
Mixed Hardwoods Saw	40 MBF
White Pine Saw	15 MBF
Mixed Hardwood Pulp*	960 tons
Oak Pulp	950 tons
White Pine Pulp	110 tons

* Mixed Hardwood Pulp: small amount of birch and aspen







MINIMUM BID \$43,527.00

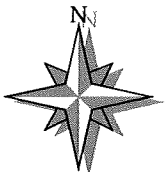
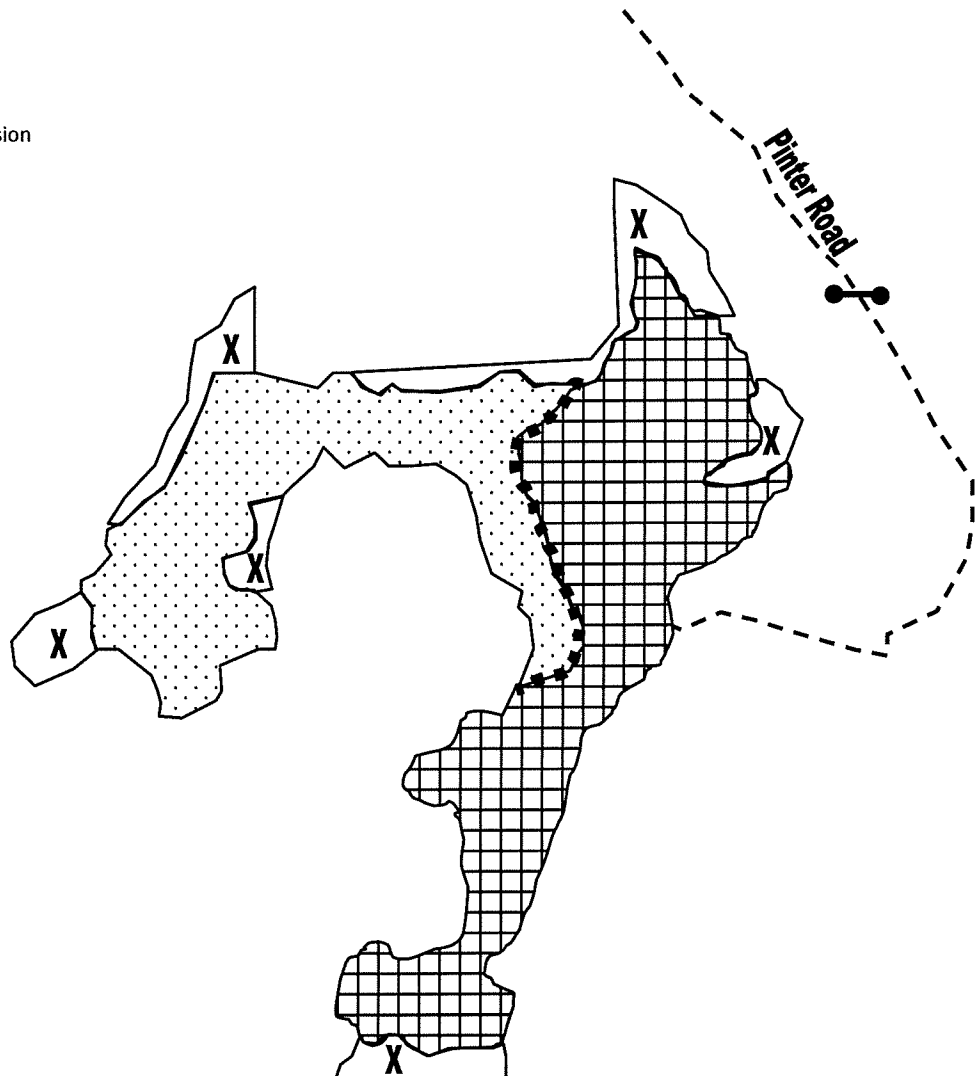
Sale Area: 53 acres. Sale boundary is red line. purple line separates the 2 different prescriptions.

Cutting Requirements: Final Harvest (32 acres): Harvest all trees over 1" dbh within sale boundary. White Pine Conversion (21 acres): Harvest all trees EXCEPT White and Red Pine.

Management Objective: Final harvest of Oak to regenerate oak. Harvest oak and hardwood to convert to white pine.

****HARVEST BETWEEN OCTOBER 1ST AND MAY 15TH****

-  Leave Island
 -  Final Harvest
 -  White Pine Conversion
 -  Woods Road
 -  Purple Line
 -  Gate
- 8" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT # 11-17

Sec. 34 & 35 T27 R5W

Town of Wilson

Oak Saw	100 MBF
White Pine Saw	10 MBF
Mixed Hardwoods Saw	8 MBF
Oak Pulp	700 tons
Aspen	500 tons
Mixed hardwood Pulp	275 tons
White Pine Pulp	60 tons
MINIMUM BID \$34,258.00	

Sale Area: 58 acres. Sale boundary is red line. Leave islands are excluded by the red line.









Cutting Requirements: Aspen and oak: Harvest all trees over 1" dbh. White pine release: Harvest all oak, aspen, birch, over 1" dbh and orange marked trees.

27 26
⊕
34 35

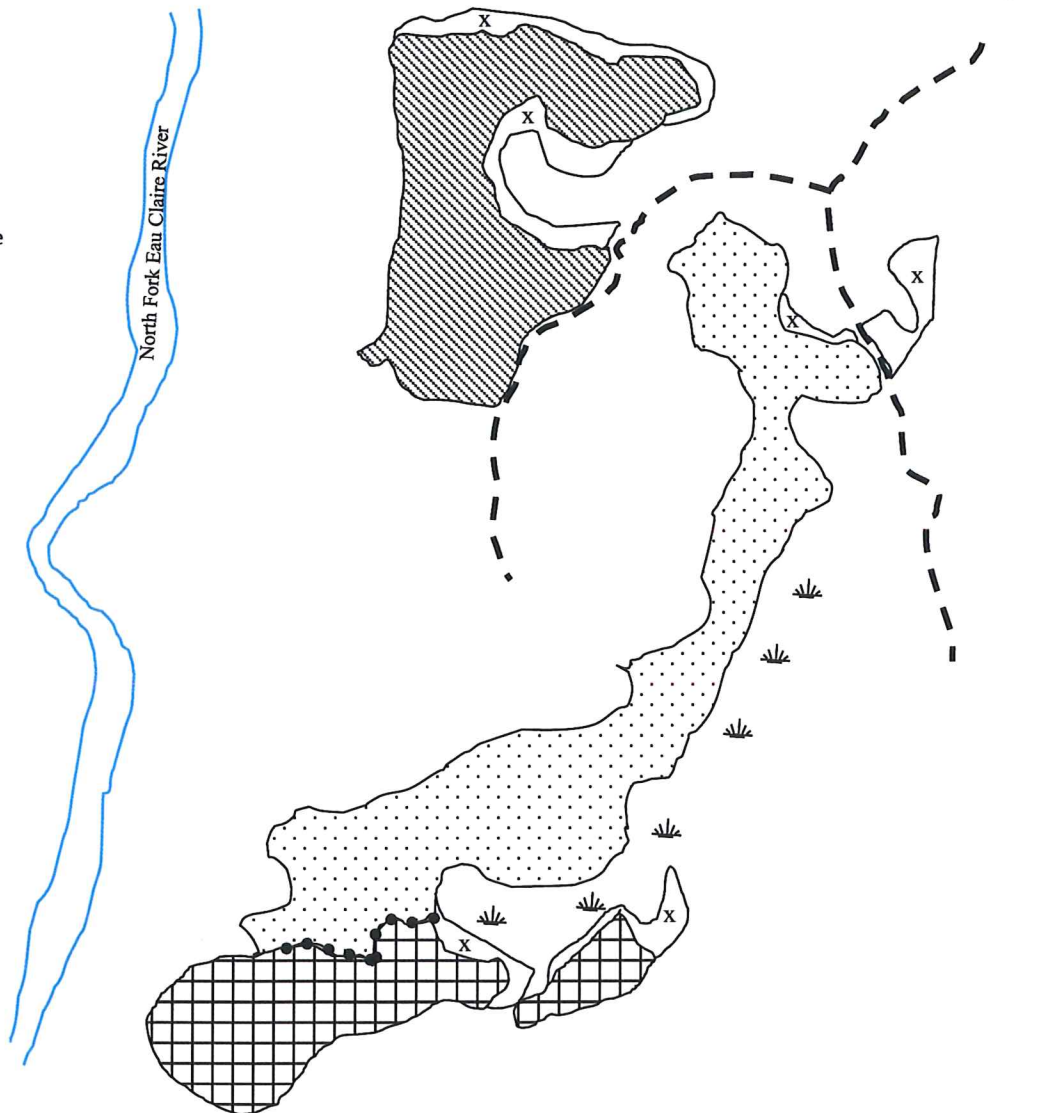
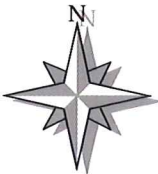
Management Objective: Final harvest of aspen and oak to regenerate stand naturally. Release white pine by harvesting oak/hardwood and thinning the pine.

OAK WILT RESTRICTIONS- APRIL 1 TO JULY 15

To Highway H →

-  Leave Island
-  Aspen Harvest
-  Oak Harvest
-  White Pine Release
-  Waterway
-  Woods Trail
-  Wetland
-  Purple Line

8" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE

TRACT #12-17

Sec. 17 T27N R08W

Town of Seymour

Red Pine Comingled*

350 Tons

* 10% White Pine

MINIMUM BID \$10,605.00

Sale Area: 20 acres. Sale boundary is edge of pine plantation and County Road QQ.

Cutting Requirements: 1st Thinning-Harvest every 3rd row. Marked thinning-Cut all orange marked trees.

Management Objective: Thinning of red pine to promote health and vigor.

****Heterobasidion Root Rot Spraying Required According to Contract ****



First Thinning



Marked Thinning



Road



Eau Claire River

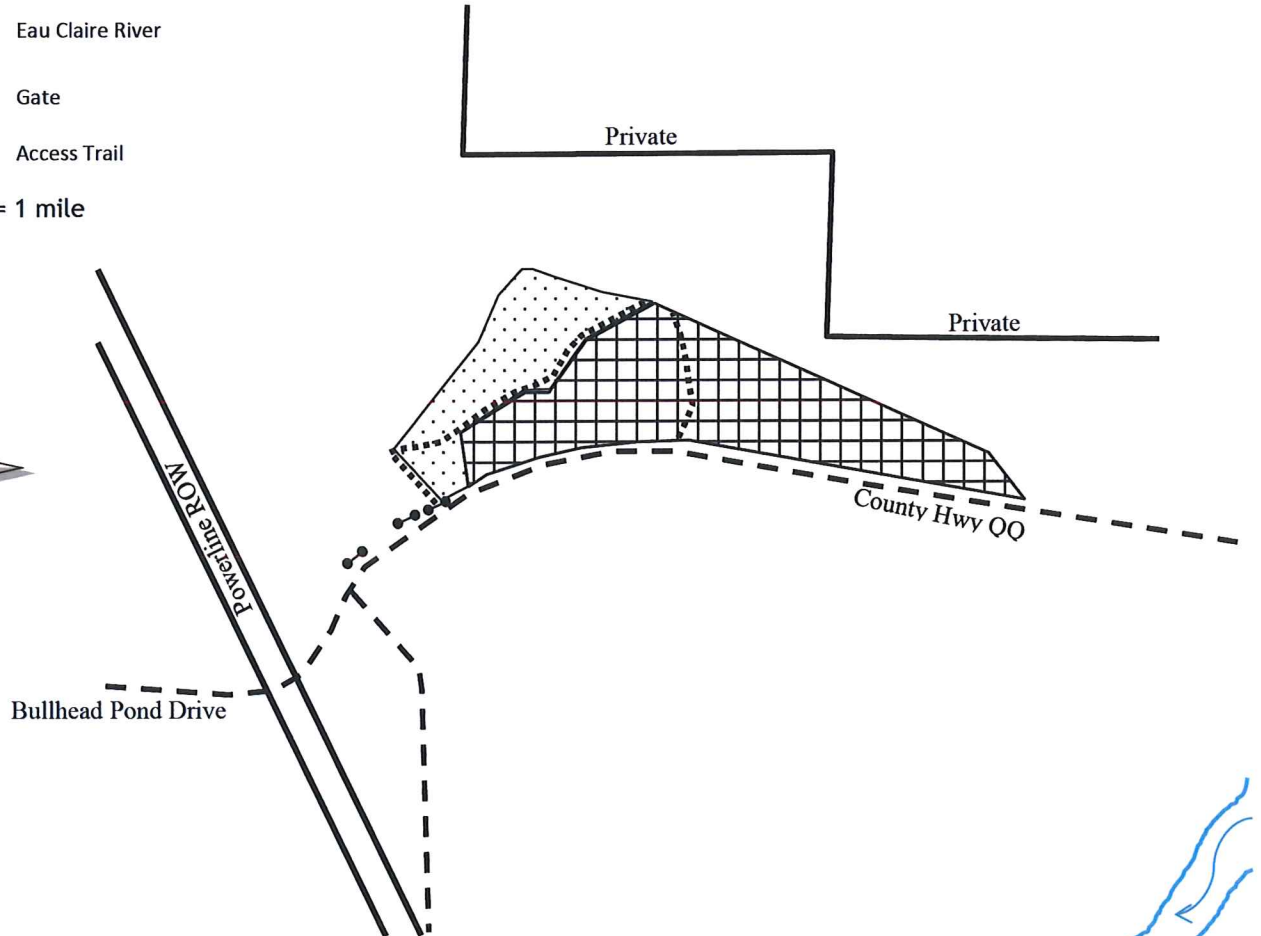


Gate



Access Trail

8" = 1 mile



EAU CLAIRE COUNTY TIMBER SALE TRACT 13-17

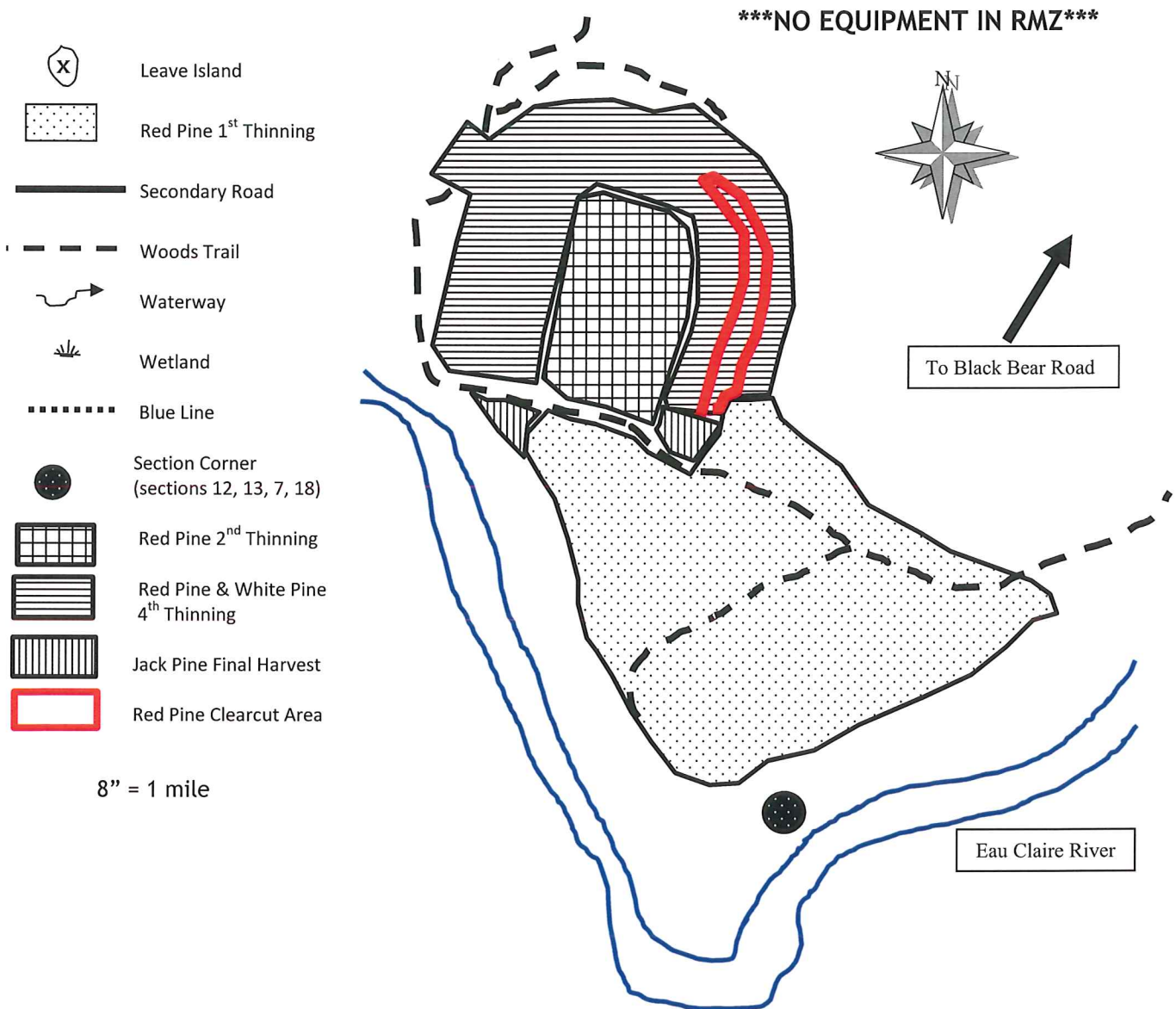
Sec. 12 T26N R7W and Sec. 7 T26N R6W
Towns of Lincoln and Bridge Creek

White Pine Saw	6 MBF
Red Pine Pulp	1275 tons
White Pine Pulp	185 tons
Jack Pine Pulp	110 tons
Oak Pulp	30 tons
MINIMUM BID \$30,010	

Sale Area: 78 acres. Sale consists of 5 stands: 4th thinning red pine, 4th thinning white pine, 2nd thinning red pine, 1st thinning red pine and a jack pine regeneration harvest. Stand boundaries consist of red line, trail and adjoining stands of different cover types.

Cutting Requirements: Harvest all trees marked with orange paint in the 2nd and 4th thinning areas. Harvest every 3rd row of trees in the 1st thinning area. Harvest all trees in the regeneration harvest area.

Management Objective: Thin pine to improve forest health. Final harvest of jack pine to regenerate stand.



EAU CLAIRE COUNTY TIMBER SALE

TRACT #14-17

Sec. 23 T27 R08W Town of Lincoln
 Sec. 14 & 15 T27N R08W Town of Seymour

White Pine Saw	5 MBF
Oak Bolts*	260 tons
Jack Pine Pulp	810 tons
Oak Pulp	450 tons
Aspen Pulp	95 tons
Mixed Hardwood Pulp	40 tons
Basswood Pulp	40 tons
MINIMUM BID \$20,900.50	

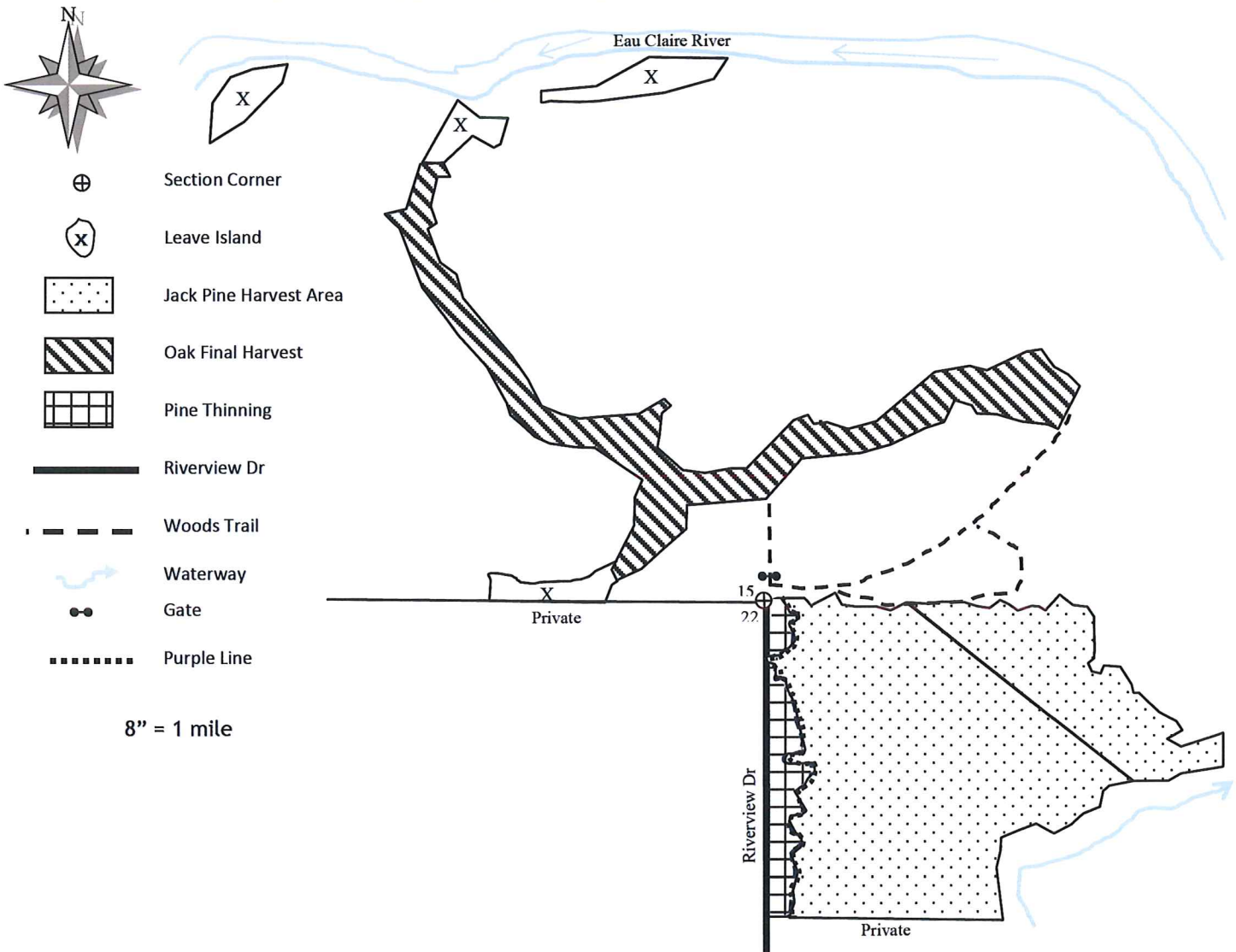
**Oak Bolts include small % of Red Maple and Basswood*

Sale Area: 58 acres. Sale boundary is red line, blue line (next to private), and purple line for prescription change.

Cutting Requirements: Jack Pine Harvest: Harvest all stems over 1" dbh. Pine thinning: Harvest all jack pine, aspen, marked oak, marked hardwood, and marked white pine. Oak Final Harvest: Harvest all stems 1" dbh and larger.

Management Objective: Final harvest of jack pine to regenerate the stand. Final harvest of oak to regenerate the oak stand.

****OAK WILT RESTRICTIONS- APRIL 1 TO JULY 15 IN THE OAK STAND****



EAU CLAIRE COUNTY TIMBER SALE

TRACT #15-17

Sec.17 T27N R8W

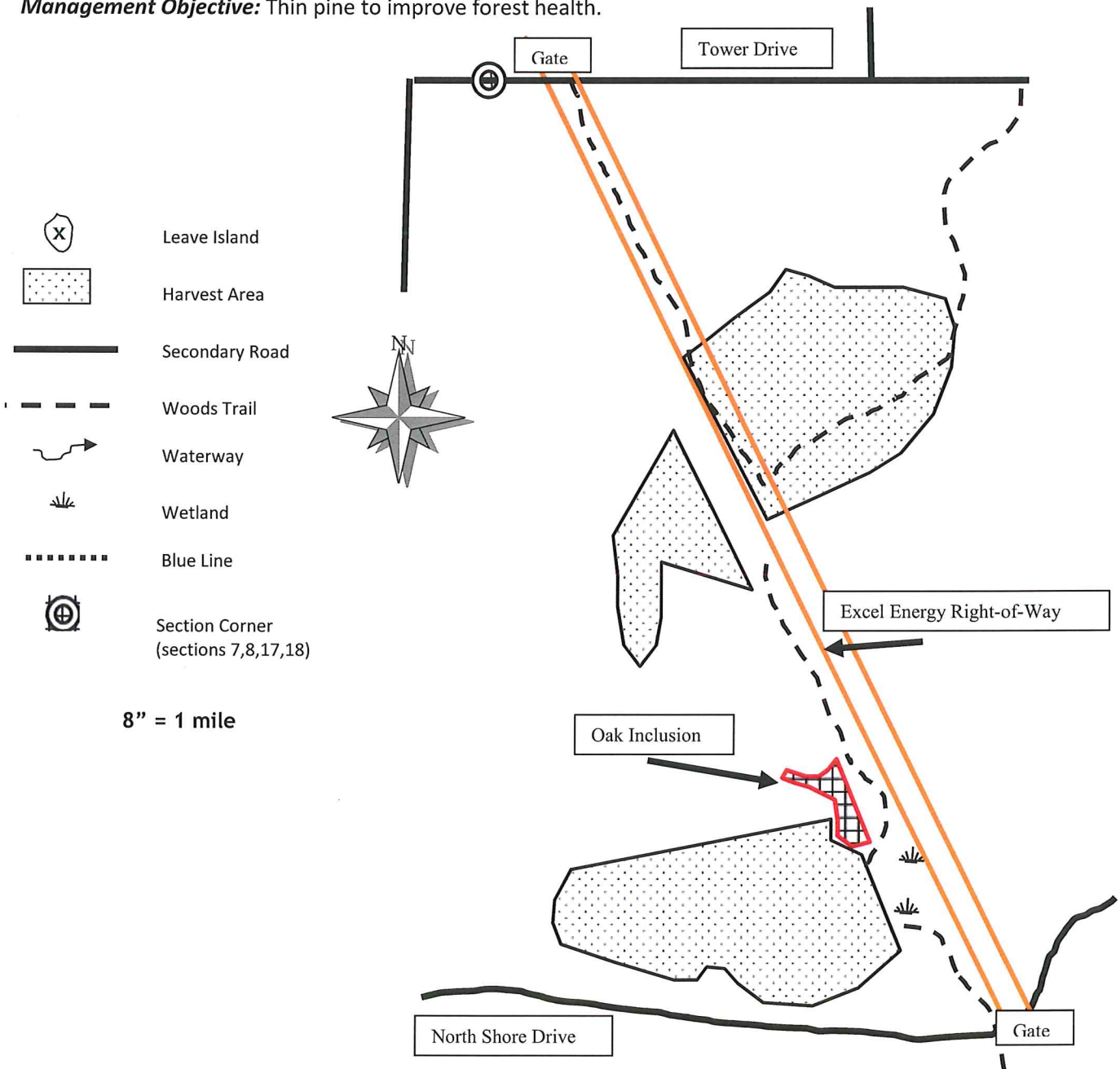
Town of Seymour

Red Pine (Co-Mingled) <i>* 59% of volume is saw logs</i>	1600 tons	
Oak Pulp	30 tons	
		MINIMUM BID \$48,300

Sale Area: 43 acres. Sale consists of an 18 acre and 24 acre red pine plantation with avg. dbh of 11-12" along with a 1 acre oak inclusion. Stand boundaries consist of red line, power line right-of-way and adjoining stands of different cover types.

Cutting Requirements: Harvest all trees marked with orange paint in the red pine plantation. Harvest all trees except those with green paint within the 1 acre oak inclusion.

Management Objective: Thin pine to improve forest health.



Bobbi Barone

From: Brault, Erin Kathleen <BRAULTEK@uwec.edu>
Sent: Friday, October 6, 2017 11:53 AM
To: Bobbi Barone
Subject: Request for Information For Planning a Cross Country Ski Race

Dear Eau Claire Parks & Forest Department,

Hello, and happy Friday! My name is Erin Brault, and I am currently serving as the president for the University of Wisconsin-Eau Claire's Cross Country Ski Club. We would love to host a race this season at Tower Ridge, but we aren't sure about what steps we need to take to make this happen. I was told that this department would be the best point of contact to learn more and to get the ball rolling on planning this race and getting it approved. If so, what are the next steps that we should be taking to make this happen?

Thank you very much for your time, and I look forward to hearing from you soon!

Have a great weekend,

Erin Brault
University of Wisconsin-Eau Claire
Spanish Major|Organizational Communication Major|Marketing Minor
Honors Program Member
Campus Ambassador/Admissions Intern
UWEC Nordic Ski Club President

4 - RATIFYING A LAND USE AGREEMENT AND PERMIT WITH THE EAU CLAIRE
5 NATIONAL RIFLE CLUB FOR OPERATION OF THE EAU CLAIRE COUNTY RIFLE
6 RANGE; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE
7 AGREEMENT-

8 WHEREAS, since 1948 the Eau Claire National Rifle Club has operated a rifle range on
9 county forest land consistent with the public right of use as defined in state statutes; and

10 WHEREAS, the proposed attached Agreement is for a term of 20 years commencing January
11 1, 2018 with two 5-year extensions upon terms that are mutually agreeable; and

12 WHEREAS, the amount of land leased has been expanded to provide a safety buffer on all
13 sides of the Range; and

14 WHEREAS, the initial 20 year term will allow the Rifle Club to apply for grants from the
15 State and other entities so that it will have sufficient funds to construct the projected range
16 improvements listed in Appendix "D"; and

17 WHEREAS, the Rifle Club will conduct a sound study June 1, 2018 and report annually
18 orally and in writing to the Parks and Forest Committee and will utilize EPA's Best Practices to
19 manage the Range; and

20 WHEREAS, among other things the Agreement addresses the hours of use, public right of
21 use, they types of weapons that may be used, hazardous substances, compliance with laws and
22 maintenance, repairs and restoration of the property.

23 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that
24 the attached Land Use Agreement and Permit with the Eau Claire National Rifle Club is ratified.

25 BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors authorizes
26 the County Administrator to execute the Agreement on behalf of Eau Claire County.

27 ADOPTED:

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49 _____
Committee on Parks and Forest

KRZ/yk

Dated this _____ day of _____, 2017.

**EAU CLAIRE NATIONAL RIFLE CLUB LAND USE AGREEMENT
AND PERMIT**

I. PARTIES

This Agreement is between Eau Claire County, Wisconsin, a quasi-municipal corporation, (“Lessor”) located at 721 Oxford Avenue, Eau Claire, WI 54703, and Eau Claire National Rifle Club, a nonstock corporation (“Lessee”).

II. TERM OF CONTRACT

This Agreement shall commence January 1, 2018 and shall continue through December 31, 2037. This Agreement may be extended for up to two (2) additional five-year terms upon mutual agreement of both parties. In addition, this contract may be terminated in accordance with the provisions of Article(s) VI. of this Agreement.

III. PURPOSE OF LEASE

The purpose of this lease is to permit lessee to use lands owned by the County of Eau Claire, State of Wisconsin described as follows:

*All that portion of the Southwest ¼ of Section 15, Town 27 North, Range 8 West, Eau Claire County Wisconsin, being more particularly described as:
Beginning at a point on the South line of said Southwest ¼, said point being 200 feet, as measured perpendicularly, westerly of the western maintained edge of the firing range proper, thence Northeasterly, parallel with the western maintained edge of the firing range proper to a point 300’+/- northerly of the Northernmost point of the maintained edge of the firing range proper, thence along a line that is perpendicular to the western maintained edge of the firing range proper, to a point along the Westerly right-of-way of Northshore Drive, also known as County Road “QQ”, thence southerly, along said Westerly right-of-way line to a point on the South line of said Southwest ¼, thence West along said line to the Point of Beginning, the total rifle range plus buffer zone is approximately 35 acres more or less.*

in a manner consistent with Wis. Stat. § 28.11, administration of county forests, under which said lands are now entered as more clearly set forth in Appendix “A”

IV. LESSEE RESPONSIBILITIES

In consideration of the permit granted to use the leased Property the Lessee will do all of the following:

A. Cutting of timber. All cutting of timber products will be subject to the procedures outlined in Wis. Stats. § 28.11, and all monies received from cutting and selling timber, if any, shall be paid over to Eau Claire County.

B. Hours of use. ~~Sunrise to Sunset~~ Wednesday through Monday and Noon to Sun-down on Tuesday. From December 1 through February shooting will be restricted to the 100-yard range. Hours may be modified by mutual agreement. Hours will be reviewed every 5 years. Lessee will also provide perimeter boundary signs with language approved by Lessor.

C. Public right of use. This permit does not abrogate the public right of use as defined in Wis. Stats. § 28.11. The Eau Claire County Rifle Range (“Range”) shall be open to the

Comment [YK1]: Rifle club proposes 30 min. before sunrise and 20 min. after sunset.

public under supervised use from May through September on Tuesdays and Thursdays from 6:00 p.m. until sunset. The public is invited to participate in approximately 11 shooting matches annually requiring an entrance fee. The public is invited to use the Range during the deer rifle sight-in clinics the two weekends before the start of the regular deer gun season for a nominal fee. The United States military and law enforcement agencies such as the FBI, Eau Claire County Sheriff's Office, Eau Claire Police Department, Wisconsin State Patrol and others can use the Range at no charge after coordinating their use with the Lessee during the hours of use set forth in Article IV. B. Lessee will provide a sign near the Range entrance indicating the times available for supervised public use of the Range. Eau Claire County through its Parks and Forest Department web site will also post the times available for supervised public use of the Range.

Comment [YK2]: What does supervision consist of to insure safe shooter?

D. Reports. Lessee annually, in December will present an annual verbal report and written report generally in the form in Appendix "B", regarding public usage and Permittee events and activities including the number of users, days of operation open to the public, fees collected, costs of operation, safety incidents, a list of officers with addresses and contact information and a financial report to the Eau Claire County Parks and Forest Committee.

E. Use of Property. Permitted Uses:

1. The Property shall be used as firearms training facility.

2. Restrictions on Use. Firearms that exceed 6000 foot-pounds of muzzle energy and automatic weapons and semi-automatic weapons with accessory added or the weapon otherwise modified to increase the rate of fire, unless the weapon is being fired in a standard or semi-automatic mode are prohibited. Firearms shooting birdshot or shot are prohibited.

3. Hazardous Substances. Lessee shall comply with the Environment Protection Agency's most current version of the Best Management Practices for Lead at Outdoor Shooting Ranges (EPA's Best Practices) to minimize and manage lead contamination of the Property. A copy of the Best Management Practices Plan is attached as Appendix "C". On the expiration or termination of the Agreement, Lessee shall remove all lead from the Property that exceeds permissible levels at its own expense.

4. Compliance with Laws. Lessee shall, at Lessee's own cost and expense comply with all federal, state, and local statutes, ordinances, regulations, rules and requirements, relating to Lessee's use and occupancy of the Property including DNR solid waste permitting and compliance requirements for use of tires, contaminated soil, and other materials. Copies of permits shall be provided to Lessor annually. This Lease does not authorize any use of the Property in violation of applicable land use laws and regulations.

F. Maintenance, Repairs and Restoration.

1. Lessee's Obligations.

a. Any repairs necessitated by the negligence of Lessee, its agents, employees, and invitees.

b. Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in E.4.

c. The removal of lead and lead contamination from the Property that exceeds permissible levels as provided in EPA regulations-Best Management Practices for Lead at Outdoor Shooting Ranges, and payment for such removal.

2. Lessee's Duty to Restore Property. If at any time during the term of this Agreement, any improvements now or hereafter on the Property are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of lessor, this Agreement shall continue in full force and effect. In such event, Lessee shall have the option of either

causing the damaged or destroyed improvement to be removed from the Property or, alternatively, Lessee may repair and restore the damaged improvements. In the event that Lessee causes the damaged or destroyed improvements to be removed from the Property, Lessee may, at Lessee's discretion, cause replacement structures to be erected on the Property.

3. Ownership of Alterations.

a. Alterations Prohibited. Lessee shall not make Alterations or improvements on the Property without first obtaining Lessor's written consent. Written consent will require plans approved by Lessor's planning and development department. All Alterations shall be made in a good and workmanlike manner, and in compliances with all laws and building codes.

b. Ownership and Removal of Alterations. Title to all Alterations or improvements, existing or hereafter constructed on the Property by Lessee shall be and remain the property of Lessee and may be removed by Lessee at expiration of this Agreement. In the event that Lessee fails to remove any Alteration located on the Property at the expiration of the Agreement, then such Alteration shall be and become the property of Lessor. However, Lessor may elect to remove such Alterations and charge the expense of such removal, and the physical damage resulting from the removed to Lessee. In the event Lessor elects to remove the Alterations, Lessor shall make its election within 60 days after expiration or termination of this Agreement and shall notify Lessee of any such election.

4. Default.

a. Failure to comply with Agreement. If Lessee fails to comply with any term or condition or fulfill any obligation of this Agreement within 20 days after written notice from Lessor specifying the nature of the default with reasonable particularity, the Lessee shall be held to have breached the terms of this Agreement. If the default is of such a nature that it cannot be completely remedied within the 20-day period, then Lessee will not be found in default as long as Lessee begins correction of the default within the 20-day period, and thereafter proceeds within reasonable diligence and in good faith to effect the remedy as soon as practicable.

b. Abandonment. Failure of Lessee to occupy the Property for 90 days or more shall result in default unless the Lessor consents to the absence in writing.

5. Termination. In the event of a default, the Agreement may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Agreement is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter and take possession of the Property. Lessor may remove any persons or property by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepted a surrender.

6. Condition of Property.

a. On expiration of the lease term, or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Property free from all lead and lead contamination in excess of permissible levels at its own expense as provided in EPA regulations-Best Management Practices for Lead at Outdoor Shooting Ranges. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless otherwise agreed by the Lessor and Lessee. Depreciation and ordinary wear and tear for the purpose for which the Property is leased shall be excepted, but repairs for which Lessee is responsible shall be completed prior to surrender.

b. All Alterations, improvements and fixtures placed on the Property during the lease term, other than Lessee's trade fixtures, shall be removed in accordance with F.3.b. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee

with interest at the legal rate from the date of expenditure.

c. Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Lessee fails to do so, this failure shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by giving written notice to Lessee within 20 days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

7. Noise. Lessee will conduct a sound survey on or before June 1, 2018, the cost of which will be shared equally with Lessor—,with Lessor's share not to exceed \$2000.00 Lessee will implement a best practices sound mitigation plan, which will be incorporated into the capital improvement plan attached as Appendix "D" including the impact berm and side berms. Lessee shall construct a covered firing point on or before the date identified in the Capital Improvement Plan attached as Appendix "D" assuming funding is available, with the design approved by the Lessor.

8. Target shed. Lessee shall remove and replace the existing outbuildings with a target shed on or before the date identified in the Capital Improvement Plan attached as Exhibit "C" with the design of the replacement target shed, approved by Lessor.

9. Pit wall. The pit wall shall be replaced on or before the date identified in the Capital Improvement Plan attached as Appendix "D" assuming funding is available built to standards as approved by Lessor. Any hazardous materials removed shall be handled as set forth in E.3. and tires recycled/disposed of in accord with State and Federal law.

V. PAYMENTS TO LESSEE

The Lessee shall pay Lessor \$6,000 annually for the use of the property. All insurance costs and other costs Lessee is required to pay by this Agreement shall be considered rent.

VI. TERMINATION OF AGREEMENT

This Agreement or any extension thereof which is mutually agreed to pursuant to Article II, may be terminated by Lessor upon default by Lessee and Lessee's failure to cure such default ninety (90) calendar days after receipt of a written notice of default from Lessor setting forth with reasonable specificity the nature of the default.

VII. LIAISONS

For the Lessor: Parks & Forest Director, 227 1st Street W., Altoona, WI 54720, (715) 839-4787; Email: Josh.Pederson@co.eau-claire.wi.us, and

For the Lessee: President, Eau Claire National Rifle Club, as reflected in annual report.

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 the Lessor to: Parks & Forest Director, 227 1st Street W, Altoona, WI 54720; and upon the Lessee to: Secretary, Eau Claire National Rifle Club as reflected in annual report .

IX. INDEPENDENT LESSEE STATUS

The relationship of the Lessee to the Lessor shall be that of an independent Lessee. The Lessee shall perform this Agreement through its own means and according to its own methods, free from any control of the Lessor as to the manner and method of its performance hereunder. Nothing in this Agreement shall be construed so as to deem the Lessee, its

employees, or agents as employees of the Lessor for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. The Lessee has no authority to incur any obligation for or on behalf of the Lessor.

X. INSURANCE

The Lessee shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work. (2) Maintain liability insurance against any and all claim(s), which might occur in the carrying out of this Agreement. Minimum coverage is one million dollars (\$1,000,000.00) each occurrence, three hundred thousand (\$300,000.00) damage to rented Property and two million dollars (\$2,000,000.00) general aggregate. Lessee shall supply an insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this Agreement, and shall name Lessor as an additional insured on such policies.

XI. INDEMNIFICATION

The Lessee shall indemnify, defend and hold harmless the Lessor, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the Lessee, in fulfilling the terms of this Agreement.

XII. LIABILITY.

It is mutually agreed by the Lessor and Lessee 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.

XIII. NON-DISCRIMINATION

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record (consistent with s. 111.32 s. HSS 83.12(3), and s. HSS 83.13(6), sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

Comment [YK3]: Should this also apply to club membership? What about prohibiting NRA only membership?

XIV. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this Agreement, the Lessee agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Lessee is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with the , a public entity. The Lessee is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its Agreement with, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs,

services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Lessee shall provide a similar notice to all its subcontractors.

XV. 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.

XVI. 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

XVII. JURISDICTION AND VENUE

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

XVIII. 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.

XIX. STATUTORY PROTECTIONS.

It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Lessor of any immunity, liability limitation or other protection available to the Lessor under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Lessor shall apply unless the Lessor elects otherwise.

XX. PUBLIC RECORDS LAW

Both parties understand that the Lessor is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 *et seq.* Lessee acknowledges that it is obligated to assist the Lessor in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that the Lessee must defend and hold the Lessor harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

XXI. 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.

XXII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XXIII. 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.

XXIV. 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 Lessee and the Lessor relating to the subject matter.

XXV. 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 () typewritten pages; they have authority to enter into this Agreement on behalf of the Entity 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 LESSOR BY:

COUNTY ADMINISTRATOR (Date) _____

EAU CLAIRE NATIONAL RIFLE CLUB LESSEE BY:

PRESIDENT (Date) _____

SECRETARY (Date) _____

APPENDIX B

Eau Claire National Rifle Club

Proposed Annual Report Format

December 31, 2016

Board Members

President	Larry Christenson	715-210-6112
Vice President	James Melville	715-723-5839
Secretary	Tom Zemaitis	715-720-0461
Treasurer	Jeff Biegel	715-832-2011
Exec Officer	Mike Zwoniarkiewicz	715-579-8236
At Large	Verdun Dvorak	715-797-6884
At Large	Laurie Gapko	715-834-3897

Financial Summary

	<u>2016</u>	<u>2015</u>
<u>Income</u>		
Membership dues	\$ 2,426	\$ 1,356
High Power Matches	\$ 5,204	\$ 6,196
Schuetzenfest Matches	\$ 3,889	\$ 2,578
Sight In Clinic	\$ 1,865	\$ 1,690
<i>Total Income</i>	\$ 13,384	\$ 11,820
<u>Expenses</u>		
Insurance	\$ 1,179	\$ 1,085
Range Expenses	\$ 5,371	\$ 3,159
Highpower matches	\$ 2,146	\$ 2,301
Schuetzenfest matches	\$ 1,798	\$ 1,801
Donations	\$ 600	\$ 900
Taxes	\$ 542	\$ 536
Other	\$ 575	\$ 1,270
	\$ 12,211	\$ 11,052
Excess revenue	\$ 1,173	\$ 768
Cash on Hand	\$ 20,853	\$ 20,693

Number of Members

Number of participants in matches

Number at sight in clinics 373 338

Number of competitive events

Number of public events

Member Volunteer Hours

Days used by law enforcement

Days used by national guard

Number of Safety Incidents

FACT SHEET

TO FILE NO. 17-18/068

The review of Title 16 is part of the strategic plan process.

- Section 1.** 16.08.010 is based primarily on 16.04 which no longer exists. 16.08.040, 16.08.060 and 16.08.070 are currently covered under the tax deed provisions of Chapter 4.20 of the code. 16.08.080, 16.08.090 and 16.08.100 are covered by Section 16.30.520 E. and the Eau Claire County Comprehensive Land Use Plan: 2006-2020.
- Section 2.** This section eliminates the requirement that the committee approve the designation of areas of standing and downed timber. This updates the code to reflect the current process, which has been in place for a number of years of having the parks and forest director or forester make the designation.
- Section 3.** Due to liability concerns raised during a certification audit due to the lack of workers compensation insurance carried by those responding to the ads to cut a maximum of 20 cords of salvage wood the sales were eliminated two years ago.
- Section 4.** The provision making it unlawful to operate or park a motorized watercraft within Big Falls Park has never been enforced. There is space in the existing parking lot.
- Section 5.** Camping is now allowed year round in the county forest with a permit. The second change is for consistency with how the time is reflected in the code.
- Section 6.** Simple wording change to make the sentence clear.

Fiscal Impact: **There is no fiscal impact..**

Respectfully Submitted,

Keith R. Zehms
Corporation Counsel

KRZ/yk

4 - TO REPEAL CHAPTER 16.08 OF THE CODE: COUNTY LAND USE AND
 5 SALES; TO AMEND SECTION 16.19.020 OF THE CODE: DESIGNATION OF
 6 PERMIT LIMITATIONS, WOOD COLLECTION AREAS; TO REPEAL
 7 SECTION 16.19.050 OF THE CODE: FIREWOOD SALES—NOTICE; TO
 8 REPEAL SECTION 16.30.140 G. OF THE CODE: VEHICULAR TRAFFIC; TO
 9 AMEND SECTION 16.30.300 A. & F. OF THE CODE: CAMPGROUND
 10 REGULATIONS; TO AMEND SECTION 16.30.520 A. 1. OF THE CODE:
 11 COUNTY FOREST USE REGULATIONS; -

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

13 **SECTION 1.** That Chapter 16.08 of the code be repealed.

14 **SECTION 2.** That Subsection 16.19.020 of the code be amended to read:

15 16.19.020 Designation of permit limitations, wood collection areas. Subject to the
 16 approval of the committee on parks and forest, ~~the~~ parks and forest director or forester shall
 17 designate the areas of standing and downed timber from which firewood may be removed under
 18 a permit issued under 16.19.010.

19 **SECTION 3.** That Section 16.19.050 of the code be repealed.

20 **SECTION 4.** That Subsection G. of Section 16.30.140 of the code be repealed.

21 **SECTION 5.** That Subsections A. and F. of Section 16.30.300 of the code be amended
22 to read:

23 A. Permitted Camping. During the camping season, camping shall be allowed only
 24 at designated campsites in the campgrounds at Coon Fork Lake and Harstad parks. ~~At other~~
 25 ~~times of the year camping shall be allowed in those parks and in the county forest subject to~~
 26 ~~16.30.520 A.1.~~

27 F. Camping Permit Expiration. All camping permits expire at ~~three~~ 3:00 p.m. on the
 28 last day of the permit period.

29 **SECTION 6.** That paragraph 1. of Subsection A. of Section 16.30.520 of the code be
30 amended to read:

31 1. Overnight camping may be permitted in the county forest for a charge of \$10
 32 for a period not to exceed 14 nights in succession. Between September 15 ~~through~~ and December
 33 15, after camping 14 nights in succession, the camper may renew the camping permit for one
 34 additional 14 night period for an additional fee of \$10. Thereafter, the camping unit must be
 35 removed from the county forest for at least one night before the camping party is eligible to return.
 36 Any camper or campers who violate the rules and regulations of this chapter or of good conduct,
 37 including cutting or defacing timber, carelessness with fire, violation of game, fish and litter
 38 regulations shall be subject to ejection from the county forest and subject to the penalties provided
 39 by ordinances and state law.

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ADOPTED:

Committee on Administration

KRZ/yk

Dated this _____ day of _____, 2017.