

## AGENDA

### County Of Eau Claire Committee On Parks & Forest

Wednesday, January 10, 2018 – 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 December 13, 2017 meeting – Discussion/action
3. Public Input
4. Lake Altoona Beach Shark Island Presentation – Discussion/action
5. Resolution 17-18/086 Ratifying Lease Agreement with the National Rifle Club – Discussion/action
6. Tower Ridge Additional Winter Pass Policy – Discussion/action
7. Fall Back Blast Report from CORBA – Discussion/action
8. Lowes Creek Park Reclamation Project Update – Discussion
9. Stewardship Committee report – Discussion
10. Expo/Curling Club Lease Extension – Discussion
11. Staff & Committee Reports
12. Correspondence
13. Future and pending items
14. Next Meeting Date/place – Joint Meeting with Advisory Committee - Wednesday, January 24 at 5:00 p.m., Ag & Resource Center
15. 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, December 13, 2017, 5:00 p.m.  
Ag & Resource Center, Altoona

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

OTHERS PRESENT: Chris Gorzek, Kick'N Kids; Jay Plummer, CORBA, and Bob Afdahl, Parks & Forest Advisory Committee

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

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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 November 15, 2017 Meeting – Kevin made a motion to approve minutes from the November 15 meeting; motion carried 5-0.
3. Public Input – No one was present for this item.
6. Request to continue Kickin Kids Free Monday Ski Nights – Chris Gorzek was present to make the request to waive parking fees on Monday Night in January and February plus offer one adult ski lesson in each month. Kevin moved to approve; motion carried 5-0. Chris Gorzek introduced the concept of adding a Skills Park east of the chalet. After some discussion, the committee agreed with the concept and supported Chris continuing the planning. Kevin wanted alternative locations at Tower Ridge researched as well.
5. Award Fall Timber Sales – Jody explained that three sales did not have any bids submitted and will be offered again in the Spring Timber Sales. Jake and Jody answered questions of the committee. Kevin made a motion to award the timber sales to the highest bidders; motion carried 5-0.
6. 2018 Timber Sale Extension Requests – The list of those needing extensions were distributed. Tami made a motion to approve the extensions as recommended by staff; motion carried 5-0.
7. Lowes Creek Park Reclamation Project Update – Josh read an email he had received from Stuart Schaefer of Commonwealth Development that suggested they were not seeking to deposit material at Lowes Creek Park.
8. Establish Financial Terms for Timber Sales – This was postponed to the next meeting.
9. Approve 2018 Work Plan – Josh explained that there was nothing to note in the work plan as there were no capital projects approved for 2018. Gary moved to approve the work plan.
10. Approval of Resolution 17-18.093 Administration Grant Resolution – Josh explained the Administration Grant and answered questions of the committee. John moved to approve the resolution; motion carried 5-0.
11. County Forest Special Use Areas – The committee suggested the Advisory Committee work on details for the Special Use Areas and request Laura Hurd with the Boy Scout come to a committee meeting to talk about the Adopt-A-Site at Pinter Pines.

12. Stewardship Committee Report – Kevin reported the Stewardship Committee was making a donation to the West Wisconsin Land Trust to purchase Kiwanis Land in the Town of Union. There was also a parcel that Kevin would like to discuss at the next meeting with the Parks & Forest Committee.
13. Expo/Curling Club Lease Extension – Nothing to report.
14. Correspondence – Nothing to report.
15. Staff & Committee member reports – Josh mentioned the opportunity to apply for a Sustainable Forestry Grant that would be used to finish the work on the Black Creek Forest Road. After discussion, the consensus of the committee was for Josh to apply for the grant. Jody mentioned a movie being made “The Lumber Baron” and had a request for the film company to cut three white pines using cross-cut saws in the county forest. The committee supported the idea.
16. Next meeting date: Wednesday, January 10, 2018 at 5:00 p.m. at the Ag & Resource Center, Altoona.

Pat adjourned the meeting at 6:10 p.m.

Respectfully Submitted,

Bobbi Barone  
Committee Clerk

rb

# 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~~ 30 minutes before Sunrise to 20 minutes after Sunset Wednesday through Monday and Noon to 20 minutes after Sunset ~~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 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 (as described in the Standard Operating Procedure of the Lessee) 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.

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 rent annually for the use of the property. All insurance costs and other costs Lessee is required to pay by this Agreement shall be considered rentpart of the payment.

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 1<sup>st</sup> Street W., Altoona, WI 54720, (715) 839-4787; Email: Josh.Pedersonparks-forest@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 1<sup>st</sup> 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. This clause applies to Lessee 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 termination of 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:**

\_\_\_\_\_  
KATHRYN A. SCHAUF  
COUNTY ADMINISTRATOR

\_\_\_\_\_  
(Date)

**EAU CLAIRE NATIONAL RIFLE CLUB LESSEE BY:**

\_\_\_\_\_  
LARRY CHRISTENSON  
PRESIDENT

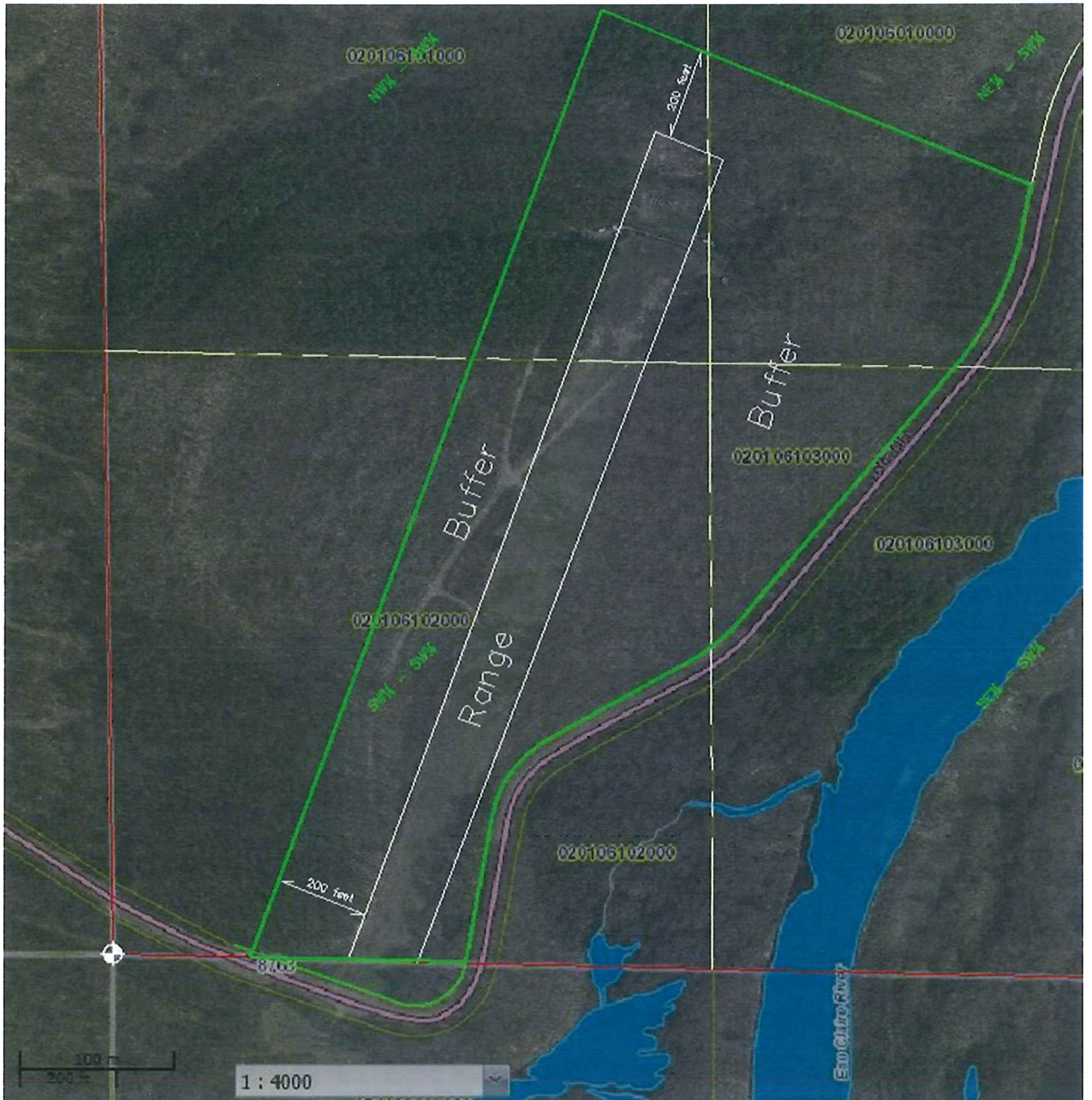
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
TOM ZEMAITIS  
SECRETARY

\_\_\_\_\_  
(Date)

| CNTX 67 1.3.18 REDLINE

APPENDIX A



## 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



# Best Management Practices for Lead at Outdoor Shooting Ranges



For additional copies of this manual, please contact:

United States Environmental Protection Agency  
Division of Enforcement and Compliance Assistance  
RCRA Compliance Branch  
290 Broadway, 22nd Fl.  
New York, New York 10007-1866

Tel: 212-637-4145

Fax: 212-637-4949

Copies of this manual along with any additions or updates can also be obtained on-line at:  
<http://www.epa.gov/region2/waste/leadshot>

### **Copying and Reprinting**

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Fourth Printing, June 2005

## APPENDIX D



# Eau Claire National Rifle Club Inc.

## Projected Range Improvements

Updated September 6, 2017

### Table of Contents

- I. Objectives**
- II. Range History**
- III. ECNRC Improvement Plans**
  - A. Phase One (Range Upgrades)**
  - B. Phase Two (Range Improvements)**
  - C. Phase Three (Range Expansion)**
- IV. Fundraising (Grants & Club activities)**
- V. Range Improvement Site Map**



## **I. Objectives**

Eau Claire National Rifle Club (ECNRC) is committed to providing a safe and friendly shooting range for its members, law enforcement, National Guard and the public. There for it is important to continuously improve our range to make it as safe as possible.

## **II. Range History**

ECNRC current range was built around 1949. It was built for the promotion of marksmanship shooting with firearms, particularly military and gallery. The range was built as a pit style range with shooting for 100, 200, 300 and 600 yard. The pit wall was built from wood post and truck tires. Nothing has been done to improve this only replacing posts as needed. It is unknown when the main out building was built; other truck vans boxes have been added to accommodate the extra room needed as the club has evolved. The range for many years has had plantation pine surrounding it. After the trees, were harvested by the county, it left the range with little sound suppression.

## **III. ECNRC Improvement Plans**

### **A. Phase One (Range Upgrades)**

In 2014 ECNRC elected a new board. With this new board came the desire to upgrade things at the range. In 2015, a swinging gate replaced old cable gate. (Gate cost \$600 club money labor was volunteer). In 2016 fixed our impact berm. The impact berm had deep hole and was a potential safety hazard. Along with fixing the impact berm we replaced the firing point number boards and posts. (Post plywood and paint cost \$600 club money, work was volunteer) Also in 2016 an unexpected pit wall repair was needed. This was after the heavy rains we received in the fall of 2016, the rains washed out a 10-foot section. (3 new 6x6 post cost \$150 club money, work volunteer) Our next project planned for 2017 is to replace shooting benches and bring them up to ADA code and replace our range sign. (6x20 Concert pad treated wood for 6 benches \$2000 club money, work volunteer)

With the need for sound control brought to our attention an accelerated project of planting hybrid trees will be added to our 2017 Improvement list (\$200 of club money)

### **B. Phase Two (Range Improvements)**

Phase two consist of getting 25-year lease, applying for grants then starting projects when the lease and grant have been settled. The projects that would be done are as follows and in order of highest priority to lowest:

1. Replace pit wall and remove tires. (\$75,000 to \$100,000 P&R and Friends of the NRA grant, most work will be contracted)
2. Replace out buildings with one shed. (\$10,000 club money and Friends of the NRA grants, work will be mostly volunteer)
3. Side berms (Sand will be free from county, trucking cost \$10,000 club money and Friends of the NRA grants)
4. Covered 600-yard firing point (\$10,000 club money and Friends of the NRA grants, work will be volunteer)
5. Electronic Targets (\$150,000 P&R and Friends of the NRA grants along with fundraising)

### **C. Phase Three (Range Expansion)**

Phase three is to address the need in Eau Claire county for a public hand gun range.

Eau Claire county needs a public shooting range. They are the only county in our area that does not have one. This would reduce or eliminate the vandalization of county land. (Estimated cost would be \$100,000.00)



#### **IV. Fundraising (Grands & Club Activities)**

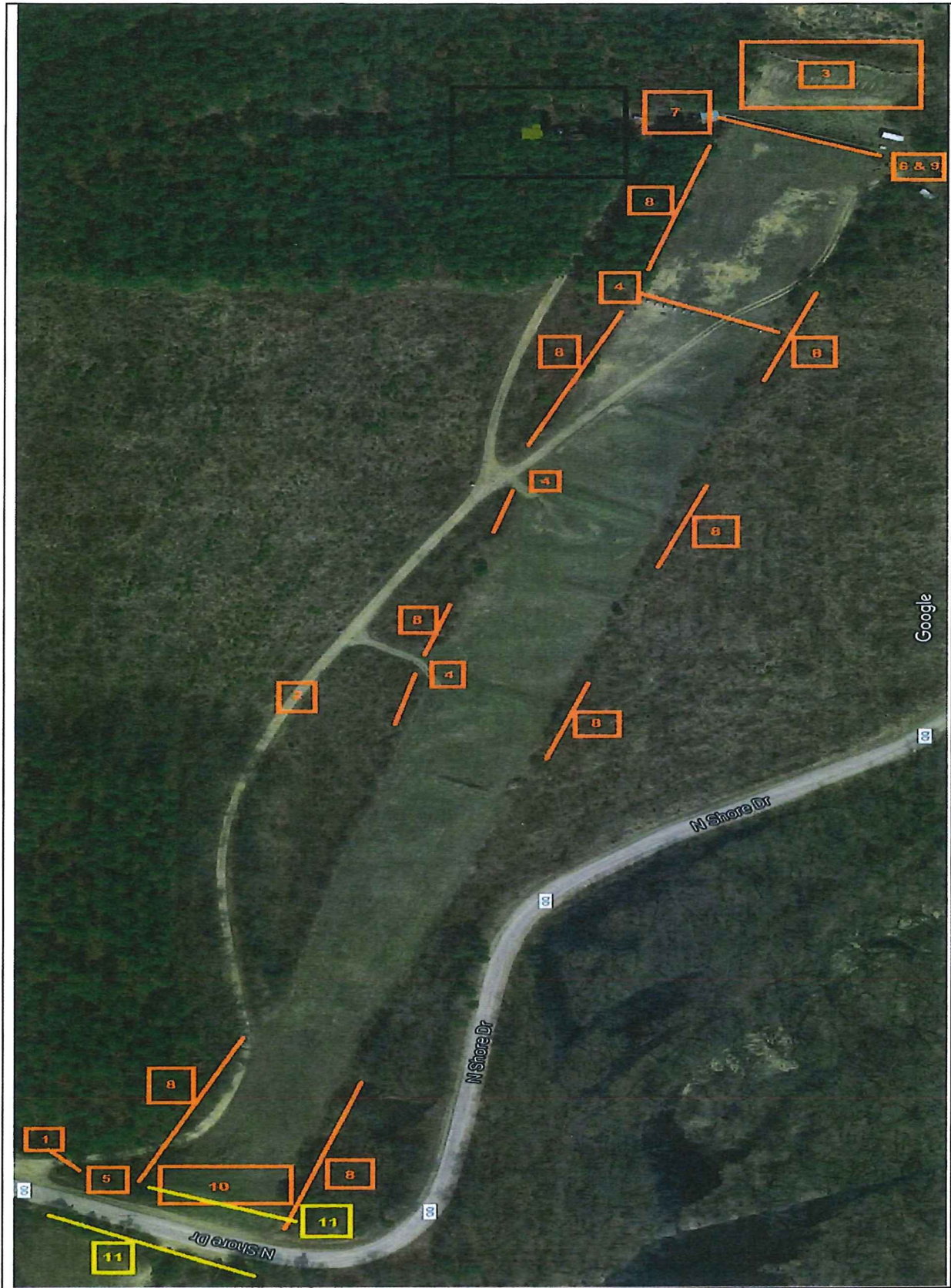
Eau Claire National Rifle Club Inc. in 2017 will start its fundraising campaign. The things we plan to do are as followed:

1. Tee shirt and hat sales
2. More memberships
3. Barbequed chicken feed
4. Vintage rifle shooting matches
5. Mini rim fire palma match
6. Business sponsored/advertisement at the range
7. Pitttmen Robertson Grants
8. Friends of the NRA
9. Eau Claire County

#### **V. Range Improvement Site Map**

The following are improvements that have been done in recent years and projected improvements:

1. 2015 a new gate was installed. **(Club money used \$600, Labor was volunteer)** This was done to improve safety in several ways and they are as follows:
  - a. Make it more visible to vehicles
  - b. Easier to lock and unlock
2. 2015 gavel was put on road. **(Club money used \$600)**
3. 2016 the impact berm was excavated to fill in impact hole, reseeded and firing point number replaced. The impact berm was reseeded and erosion netting was placed on berm. **(Excavating and landscape work was donated and grass seed, erosion mat, post and plywood \$2,000 club money)**
4. 2017 we are planning to replace shooting benches at the 100, 200 and 300-yard line. They will be made to ADA specifications. **(Estimated cost for concert and building materials \$2,000. Work will be volunteer)**
5. 2017 we are planning to replace our club sign. This will make our club more visible for the community to see. It will include our website address for the most recent updates. **(Estimated cost of \$1,000. Work will be volunteer)**
6. 2018-2019 with a 25-year lease we will apply for grants to replace the pit wall. This would be a great step forward in safety to the range. It would replace the wood post and tire wall with a concert structure like all other ranges of this type. **(\$75,000 to \$100,000 P&R and Friends of the NRA grant, most work will be contracted)**
7. 2020 a new target shed would replace all out building on property. **(\$10,000 club money and Friends of the NRA grants, work will be mostly volunteer)**
8. 2021-2025 Side berms would be added to reduce noise also reduce or eliminate bullets from leaving the range. **(Sand will be free from county, trucking cost \$10,000 club money and Friends of the NRA grants)**
9. 2027 Install electronic targets **(\$150,000 P&R and Friends of the NRA grants along with fundraising)**
10. 2025 Install covered firing points. **(\$150,000 P&R and Friends of the NRA grants along with fundraising)**
11. 2017 Plant Hybrid trees for sound abatement. **(\$200 Club Money)** Trees planted summer of 2017. Completed.



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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Committee on Parks and Forest

KRZ/yk  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.