

AGENDA

Eau Claire County

• **Committee On Parks & Forest** •

Monday, July 13, 2020 at 5:00 p.m.

Virtual Meeting via Webex Events

**via remote access ONLY.*

Event link below can be used to connect to meeting and interact (by the chair) from computer or through the WebEx meeting smartphone app.

Join WebEx Meeting: <https://eauclairecounty.webex.com>

Meeting ID: 145 878 7721 **Password:** 6G8yrJgsQm9

To Dial In: 1-415-655-0001

Access Code: 145 878 7721

**please remain muted when not speaking*

1. Call to Order and Confirmation of Meeting Notice
2. Roll Call
3. Review/Approval of Committee Minutes - **Discussion/Action**
 - a. June 8, 2020
 - b. June 11, 2020
4. Public Comment
5. Eau Claire Energy Cooperative Easement Resolution 20-21/040 – **Discussion/Action**
6. Verso Mill Closure Resolution 20-21/048 – **Discussion/Action**
7. Discussion on Waysides
8. Discussion of 2021 Budget
9. 15 Year Plan Update - **Discussion**
10. Department Report/Updates - **Discussion**
11. Future Committee Meetings and Items for Discussion

Next Meeting – August 10, 2020 at 5 p.m.

12. Adjourn

Prepared by: Ali Moe, Parks & Forest

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals 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) 8391669 or (TDD) 8394735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

MINUTES

Eau Claire County

• **Committee On Parks & Forest** •
Monday, June 8, 2020 at 5:00 p.m.
Virtual Meeting via Webex Events

Members Present: Missy Christopherson, Gary Gibson, Joe Knight, Tami Schraufnagel, Kevin Stelljes

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Jake Tumm – Forester, Ali Moe – Administrative Specialist III (Committee Clerk), Kyle Johnson – DNR Liaison, Debbie Kitchen – Friends of the Fair, Lisa Vetsch – Friends of the fair

Chair Stelljes called the meeting to order at 5 p.m. and confirmed public posting of the meeting.

The committee reviewed the minutes from the May 11, 2020 meeting. Minutes revised to reflect Sue Mcdonald was not representing Friends of the Fair, and the next meeting date was changed to June 8, 2020. Schraufnagel moved to approve the minutes as amended. All in favor, minutes were approved 5-0.

Schraufnagel requested agenda items be shifted around.

Debbie Kitchen gave the Committee an update on the Junior Fair planning. The Fair Committee continues to meet with the Health Department. Parks and Forest staff will turn water on at the Expo in the next month. The Fair Committee will take care of event set-up and tear-down. No action was taken.

Director Pedersen briefed the Committee on the Expo Center events for the 2020 season.

Chair Stelljes informed the Committee of a shooting complaint on Riverview Road. This item will be revisited at another meeting. No action was taken.

Director Pedersen gave an update on the status of the 15 year plan.

Each member of the committee discussed the 2 year department goals and ideas they would like to explore in the future.

Director Pedersen discussed department updates since the last meeting. Coon Fork opened June 1st and another seasonal was added to the crew. The Tower Ridge Skills Park is moving along and grading is the next step in the project.

The next meeting date was set for June 11th at 9:00 a.m. to approve timber sale extensions.

The meeting was adjourned at 6:50 p.m.

Respectfully Submitted by,

Ali Moe

Committee Clerk
Administrative Specialist III – Parks & Forest

MINUTES

Eau Claire County

• **Committee On Parks & Forest** •

Thursday, June 11, 2020 at 9:00 a.m.

Virtual Meeting via Webex Events

Members Present: Missy Christopherson, Gary Gibson, Joe Knight, Tami Schraufnagel, Kevin Stelljes

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Jake Tumm – Forester, Ali Moe – Administrative Specialist III (Committee Clerk), Kyle Johnson – DNR Liaison,

Chair Stelljes called the meeting to order at 9 a.m. and confirmed public posting of the meeting.

No members of the public were present.

Jake Tumm and Jody Gindt discussed the 13 timber sales expiring in July that need to be extended. Supervisor Joe Knight moved to approve the extensions. The motion carried 5-0.

The meeting was adjourned at 9:12 a.m.

Respectfully Submitted by,

Ali Moe
Committee Clerk
Administrative Specialist III – Parks & Forest

4 GRANTING A UTILITY EASEMENT TO EAU CLAIRE ENERGY COOPERATIVE IN
5 SECTION 9, T26N, R6W, IN THE TOWN OF BRIDGE CREEK
6

7 WHEREAS, Eau Claire County owns county forest land that is located adjacent to the
8 intersection of County Road SD and Jack Pine Drive in the Town of Bridge Creek. The Eau Claire
9 Forest is administered by the Parks and Forest Department; and

10 WHEREAS, Eau Claire Energy Cooperative is requesting an easement to place a 60' wooden
11 pole with an RF antenna near said intersection. The pole would be used by Eau Claire Energy
12 Cooperative for an AMR (automated meter reading) system for the Lake Eau Claire area; and
13

14 WHEREAS, Eau Claire Energy Cooperative would place the pole outside of the road right-
15 of-way. Approximately, 35' from the centerline on the South-West corner of said intersection; and
16

17 WHEREAS, Eau Claire Energy Cooperative offers to purchase the utility easement described
18 for the sum of twenty-five dollars (\$25.00). The utility easement allows right of use and access for
19 service; and
20

21 WHEREAS, the areas affected by the easement is described and set forth in the proposed
22 easement with is attached as Exhibit "A."
23

24 NOW THEREFORE BE IT RESOLVED. that the Eau Claire County Board of
25 Supervisors Grants an easement to the Eau Claire Energy Cooperative for the purpose of placing
26 a AMR system outside the right-of-way adjacent to the South-West corner of County Road SD
27 and Jack Pine Drive in the Town of Bridge Creek for the sum of twenty-five dollars (\$25.00).
28

29 BE IT FURTHER RESOLVED the County Clerk is authorized to sign all documents
30 necessary to transfer the aforementioned easement to the Eau Claire Energy Cooperative.
31

32 _____
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45 _____

46 Committee on Parks and Forest

47 CE/yk

48
49 Dated this ____ day of _____, 2020.
50

UTILITY EASEMENT AGREEMENT

EAU CLAIRE COUNTY

(hereinafter called the "Grantor"), and any lienholder executing this easement, for a valuable consideration, does hereby grant, warrant and convey unto EAU CLAIRE ENERGY COOPERATIVE, 8214 US Highway 12, FALL CREEK, WISCONSIN, 54742, a cooperative organized under Chapter 185 Wisconsin Statutes, hereinafter called the "Cooperative",

its successors and assigns, with full right to lease, sublet, and license its rights hereunder, the perpetual right, privilege and easement to enter upon the rights of way described hereinafter, and to construct, operate, repair, maintain, relocate, reconstruct, and replace over and under the surface thereof, lines for the transmission and distribution of electric energy, petroleum products, and communications signals.

Said easement shall consist of two distinct rights-of-way, the service easement and the distribution easement. The service easement may cross any of Grantor's lands, described below, for the purpose of bringing electrical service from distribution lines to the service entrance of any electrical service on the premises. The distribution easement shall be for lines which are now, or in the future become, part of the system for serving Cooperative members in addition to Grantor. Both easements are further described herein.

SUBDIVISIONS: If Grantor's land is subdivided and utility easements are shown on the subdivision map, this easement includes all such "Utility Easements." If not included in said "Utility Easements," this easement includes a strip of land fifteen feet wide wherever a boundary of such lot abuts a public right-of-way and a strip six feet wide along each other boundary of each such lot.

COOPERATIVE'S FACILITIES: "Lines" includes cable, poles, anchors and guy wires, conduits, transformers and all accessories and appurtenances which the Cooperative determines to be necessary and appropriate therefor, whether above or below the ground and shall remain the property of the Cooperative which shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable. The Cooperative may place signs on the easement for the purpose of monumenting the easement area.

ACCESS: This easement also grants the Cooperative the right of access to any described easement area through, over, and across other adjacent lands of Grantor, provided that said access shall be by a route which, in Grantee's judgement, will cause the least practical damage and further provided that the Cooperative will repair, restore, or reasonably compensate Grantor for any damage resulting from such use of adjacent lands.

SERVICE EASEMENT: Wherever the service easement contains overhead lines, it shall be 30 feet¹ wide. Wherever the service easement contains underground lines, it shall be 15 feet¹ wide. The center line of the service easement, which may be relocated from time to time, shall be the electrical service line running from the distribution easement to the service entrance on the premises served.

DISTRIBUTION EASEMENT: Wherever the distribution easement lies adjacent to a public highway, it shall be a strip of land 15 feet¹ wide if the line is single-phase and 20 feet¹ wide if the line is now or is later upgraded to three-phase, even if the highway is changed or relocated. In other areas, whenever the distribution easement contains overhead lines, it shall be 30 feet¹ wide if the line is single-phase and 40 feet¹ wide if the line is now or is later upgraded to three-phase. Wherever the distribution easement contains underground lines, it shall be 20 feet¹ wide. The center line of the distribution easement shall be the center most conductor of the line unless the easement is described otherwise on the reverse hereof or an attachment hereto.

This easement also includes any location used by the Cooperative at any time to place one or more anchors on Grantors' land outside the easement strip to support the Cooperative's facilities constructed within the defined easement strip, and the area necessary for service of said anchor which is defined as a circle with a radius of 10 feet centered on any such anchor facilities and a strip twenty feet wide between that anchor and the foregoing easement, the center line of which shall be a line on the ground directly beneath the guy line attached to said anchor.

OVERHEAD LINE SAFETY: If any of said facilities are constructed above the ground, the Cooperative may, by chemical, mechanical or other means, cut, trim and control the growth of vegetation within the easement and may cut down or trim from time to time all dead, weak, leaning or dangerous trees or limbs on lands adjacent to the right-of-way, which could strike the wires in falling, as it deems necessary or appropriate.

UNDERGROUND SAFETY: If any of said facilities are constructed in or under the ground, the Cooperative may excavate the soil within the easement described herein, and remove trees, rocks and other obstructions, as necessary,

¹Unless changed in this footnote:

Service Easement _____ Overhead _____ Underground _____ Easement Width _____
Distribution Easement _____ Overhead _____ Underground _____ Easement Width _____

Return to:

Eau Claire Energy Cooperative
8214 US Highway 12
P.O. Box 368
Fall Creek, WI 54742

Parcel No: 002109308000

W.O. Number:

for the construction, maintenance, repair, replacement, safety or operation of said line or lines. No owner or occupant of the land may dig or excavate within the easement, or permit others to do so, except as permitted by the Cooperative.

GRANTOR'S USE: The land within the easement may be used for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation and maintenance of the Cooperative's facilities. However, the easement shall at all times be kept clear of buildings, structures, obstructions or any condition which violates the National Electrical Safety Code, the Wisconsin Electrical Code, or the safety regulations of the Cooperative. Once lines have been constructed or installed, the surface elevation over or under said lines may not be altered by more than six inches unless permitted in writing by the Cooperative.

BINDING AGREEMENT: This conveyance is binding on and inures to the benefit of the heirs, representatives, assigns, successors, and grantees of the Grantor. The Cooperative reserves the right to license, permit, or otherwise agree to the use of the easement by any person or entity for the transmission of energy or of communication signals of any kind. The Cooperative reserves the right to charge for such a license, permit, or agreement.

Grantor covenants that Grantor is the owner of the below described lands and warrants that Grantor will indemnify the Cooperative for all costs and losses, including reasonable attorney's fees, in the event that any person claiming an interest in or lien upon said land attempts to limit or alter Cooperative's rights granted herein, whether successful or not.

Additional space for legal description or special provisions:

Section 09, Township 26 North, Range 06 West

[Inapplicable unless filled in] Easement located on the N S E W (circle one) _____ feet of:

N 1/2 OF THE NE-NW EX FIRST ASSESSOR'S PLAT OF LAKE EAU CLAIRE SOUTH ALSO ESMT DESC IN 1245/134 ENTERED IN CFL BEG 1986 PER 637/706 OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 6 WEST IN THE TOWN OF BRIDGE CREEK, EAU CLAIRE COUNTY, WISCONSIN.

If checked here, additional sheet is attached for legal description or other information.

Dated this _____ day of _____, 20_____.

Grantor:
Signature _____
Printed name _____
Signature _____
Printed name _____

Grantor:
Signature _____
Printed name _____
Signature _____
Printed name _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss
_____ County)

Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss
_____ County)

Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

FACT SHEET

TO FILE NO. # 20-21/040

Eau Claire Energy Cooperative is requesting to place a 60' wooden pole with an RF antenna near the intersection of Jack Pine Drive and County Road SD in the Town of Bridge Creek. The pole would be placed just outside of road R/W (roughly 35' from road centerline on the South-West corner of the intersection near an existing pole of ECEC's. In order to place this pole, the county would need to authorize an easement to ECEC, as this property is county forest land.

The pole would be used for their AMR (Automated Meter Reading) system for the Lake Eau Claire area. This would be highly beneficial to the Cooperative and its Members to provide for reliable and accurate readings from their meters.

FISCAL IMPACT: There is no cost to the county. The benefits of having the easement will be to the Cooperative and its members, citizens of Eau Claire County.

Respectfully submitted,

Josh Pedersen
Parks and Forest Director

4 **REQUESTING ASSISTANCE FROM THE STATE OF WISCONSIN IN LIGHT OF**
5 **THE VERSO PAPER MILL CLOSURES**

6 **WHEREAS**, On June 9, Verso announced idling of their Duluth, MN and Wisconsin Rapids, WI
7 pulp and paper mills by the end of July 2020 for an indefinite period; and
8

9 **WHEREAS**, the idling of these mills will directly impact 1,000 workers and indirectly affect
10 thousands more across the entire state of Wisconsin that support the mills through related
11 forestry work such as logging and transportation; and
12

13 **WHEREAS**, the prolonged closure of these mills will negatively affect national, state, county
14 and private landowners financially and has the potential to affect the ability to continue proper
15 growth and harvesting techniques on those lands to maintain a healthy forest structure; and
16

17 **WHEREAS**, the Wisconsin Rapids, WI mill utilizes over 25% of all pulpwood produced in the
18 state of Wisconsin; and
19

20 **WHEREAS**, the forest products industry is responsible for over 600 jobs in Eau Claire County;
21 and
22

23 **WHEREAS**, 38 % of total pulpwood on active sales in Eau Claire County is hardwood pulp, of
24 which over 15% would be consumed at the Wisconsin Rapids mill; and
25

26 **WHEREAS**, timber revenue from the Eau Claire County Forest reduces the County levy by 5-
27 8% and the loss of this income will financially affect the citizens of Eau Claire County and the
28 public services available to them; and
29

30 **WHEREAS**, a similar impact will be felt by nearly every County operating a County Forest for
31 timber production.
32

33 **NOW, THEREFORE, BE IT RESOLVED**, The Eau Claire County Board of Supervisors is
34 requesting that the Governor and Legislature work to provide direct assistance, in any way
35 possible, to allow continuation of mill operations and/or financial assistance be considered to
36 support the direct loss of jobs, as well as assistance for other industries impacted by the closure.
37

38 **BE IT FURTHER RESOLVED**, that the State of Wisconsin work with Counties to identify
39 new markets for forest products and provide flexibility and assistance to replace lost revenues.
40

41 **BE IT FURTHER RESOLVED**, That the Eau Claire County Clerk is directed to forward this
42 resolution to Wisconsin Counties Association (WCA), Wisconsin County Forests Association
43 (WCFA) and all local, regional, state, and federal representatives.

44 I hereby certify that the foregoing correctly represents the action taken by the
45 undersigned committee on July, ___, 2020 by a vote of ___ for, and ___ against.
46
47

48 _____
49 Kevin Stelljes, Chair
Committee on Parks and Forest