

## **AGENDA**

Eau Claire County

### **• Committee On Parks & Forest •**

Monday, July 12, 2021

**5:00 p.m.**

*Virtual Meeting*

Dial In: 1-415-655-0001 Access Code: 1451 74 6191

For those wishing to make public comment, you must e-mail Winnie Parker at [Winnie.Parker@co.eau-claire.wi.us](mailto:Winnie.Parker@co.eau-claire.wi.us) at least 30 minutes prior to the start of the meeting. You will be called on during the public session to make your comments. Public comments are limited to 3 minutes per person and 30 minutes maximum for the public comment period.

1. Call to Order and Confirmation of Meeting Notice
2. Review/Approval of Committee Minutes - **Discussion/Action**
  - a. June 14, 2021
3. Public Comment
4. Approve Lease with Friends of the Fair – **Discussion/Action** (PDF of contract attached)
5. Approve User Fee Change Sheet for 2022 – **Discussion/Action** (Excel sheet attached of proposed fee changes, PDF of current parks fee schedule, PDF of current expo fee schedule)
6. Forest Carbon Credits Update- **Discussion**
7. Schedule Date for Fall Forestry Tour- **Discussion/Action**
8. Summer Camping Season Report- **Discussion**
9. Review 2021 Timber Revenue – **Discussion**
10. Director's Report
11. Future Committee Meetings and Items for Discussion

*Next Meeting – August 9, 2021, at 5 p.m.*

12. Adjourn

Prepared by Winnie Parker, 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 14, 2021

5:00 p.m.

Virtual Meeting

Members: Kevin Stelljes, Joe Knight, Missy Christopherson, Tami Schraufnagel

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Winnie Parker – Administrative Specialist III (Committee Clerk), Erika Gullerud – Finance Analyst, Susan Preston – Chippewa Valley Lighting Bolts Representative, Debbie Kitchen – Eau Claire County Fair Representative

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Chairman Kevin 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 10, 2021, meeting. Supervisor Knight moved to approve the minutes as presented. It passed unanimously.

No members of the public were present.

Susan Preston of the Chippewa Valley Lighting Bolts (CVLB) requested to host their annual meet at Tower Ridge on October 16, 2021. After some discussion, it was decided to give Josh Pedersen, Director, the authority to set up this meet in keeping with the Parks and Forest guidelines.

Debbie Kitchen of the Eau Claire County Fair requested to have the Lowes Creek entrance gate closed during the fair and to add signs one week prior to the event to let the public know of the event. After a short discussion, there was no opposition, and no action is needed.

The Committee reviewed the annual free park entrance and free camping weekend. The free camping weekend is not reaching the intended audience, significant revenue is lost, and extra time and effort are required for logistics and the reservation website. Chairman Kevin Stelljes made a motion to continue to provide a free park entry weekend that coincides with the state's free weekend but discontinue the free camping weekend. All in favor, none opposed.

The topic of giving a senior discount for Annual Vehicle Park Passes was discussed. After some exchange of ideas, a motion was made by Chairman Kevin Stelljes to fund not only seniors but anyone who has a hardship which would prevent individuals from taking advantage of our parks and all their amenities. Supervisor Tami Schraufnagel volunteered to speak with Betsy Henck from Aging and Disability Resource Center (ADRC) to discuss how to move forward with a low maintenance program that removes the barriers and stigma of providing this amenity to individuals in this population.

The conversation regarding the County Forest Stewardship Projects continued from the Committee's last meeting. Doug Brown, DNR County Forest Specialist, gave Josh Pedersen three (3) different appraisal agencies to contact. Despite the cost, the Committee would like to move forward with this step to explore the possibility of acquiring more property for the benefit of the County. Kevin Stelljes will call Landmark Conservancy, a non-profit conservation organization to further discuss fund raising and grant writing to pay for the cost of an appraisal. Also, the state would pay half of the cost of the appraisal if the property appraised is purchased by the County. Supervisor Kevin Stelljes moved to spend up to \$7,000 for an appraisal and find a way to minimize the cost and/or share the cost with the property owner. All in favor, none opposed.

Director's notes: In 2022, staffing levels will reset back to what we had prior to 2020 and the reductions due to Covid. This will include the staff we already have plus three (3) additional staff people. Summer staff has been fully hired at this time for the 2021 season. The 15-year Plan has been accepted by the DNR. Hard copies are being produced.

Future items for discussion: Review of the fee schedule and structure.

The next meeting date was set for July 12, 2021, at 5:00 p.m., virtually.

The meeting was adjourned at 6:30 p.m.

Respectfully Submitted by,



Winnie Parker  
Committee Clerk  
Administrative Specialist III – Parks & Forest

**LEASE FOR  
EAU CLAIRE COUNTY FAIRGROUNDS, INLCUDING THE EXPOSITION  
CENTER and BARNs**

This Lease by and between the County of Eau Claire 'Lessor', a quasi-municipal corporation duly organized under the laws of the State of Wisconsin and the Friends of the Fair, LLC. 'Lessee'. Unless otherwise specified, the Director of Parks and Forests shall act as the representative and shall stand in the position of the Lessor, as that term is used in this Agreement as to all matters of enforcement and interpretation.

Annually, the Eau Claire County Fair is held at the Exposition Center and Fairground where among other attractions, youth present livestock in compete for sponsorships and trophies. Friends of the Fair is responsible for rental of the premises and for any overage beyond the County's allotted budget for the Eau Claire County Fair. The Eau Claire County Fair Committee is responsible for bylaw, rule, policy, and fiscal decisions related to the Fair.

**ARTICLE I  
DESCRIPTION OF LEASED PREMISES**

The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Fairgrounds, also known as, the Expo Center, along with stated buildings: Fairgrounds and all buildings for time and date specified in the addendum herein. The Expo Center is located at 5530 Fairview Dr, Eau Claire, Wisconsin 54701.

During the event, Lessee shall have use of the kitchen, meeting room and bathrooms. If not being used by Lessee the kitchen, meeting room and bathrooms shall be available to all mutually approved third parties. Lessee shall be allowed to store Fair owned equipment only in areas designated by the Director.

**ARTICLE II  
TERM**

The term of this lease and Lessee's obligation to pay rent hereunder shall begin upon receipt of the security deposit and continue through 2026 provided it is not in default hereunder, and if the parties agree to terms. Lessor grants the Lessee the option to extend the term of this Lease for one (1) additional successive five (5) year period commencing upon the expiration of the initial term. If either

party intends to terminate the lease, notice in writing must be provided 90-days prior to the expiration of the initial term.

**ARTICLE III  
USE AND MAINTENANCE OF COMMON AREAS**

The Lessor shall maintain in good condition and repair all common areas of the building, with respect to which the Lessee, its employees, guests, and patrons, shall have the right of ingress to and egress from the leased premises and the use of public lavatories. Such use by the Lessee shall be subject to such reasonable Rules and Regulations relating to such use as Lessor may from time to time adopt governing the same.

The Lessor shall maintain existing driveways and parking areas as currently configured. The parking areas shall be open to employees, guests and patrons of Lessor and Lessee. Employee parking shall be regulated by the Lessor.

**ARTICLE IV  
RENT AND OTHER CHARGES**

1. Rent. Rent for each year of the initial -term is one-third of the non-profit rate listed in the 2020 Eau Claire County Code, section 16.33.020, herein referred to County Fair Rates. The County Fair Rate requires approval by the Eau Claire County Board. The lease rate for the initial 6-year lease shall not change within the initial term. Rates may be subject to adjustment upon the extension of the successive term. A one-hundred-dollar deposit is required to block the desired Fair dates. Attached with the initial deposit is an addendum citing anticipated dates for set-up, the Fair event, and tear-down dates and associated pricing at County Fair Rates. Said addendum is to be signed by Parks and Forest Director and designated agent for the Fair. A twenty-percent refundable security deposit is due 90-days prior to the start of the event each year. Final and full payment is due 30-days prior to start of the event date each year.

2. Heat and Utilities. The cost of utilities, including water (for normal applicable use) used by Lessee is included in the rent. Utility charges may be determined prior to event and charged only by mutual agreement. Lessee is responsible for removal and all costs for garbage, refuse, and manure.

3. Set-up and Clean-up. Lessee shall provide for their own set-up for the fair, including the hanging of the banners and installation of the stalls. Lessor to install and remove banner barn boards and fans according to supplied diagram. Lessee shall provide for their own tear-down after the fair. Lease shall provide for clean-up during and after the fair event. Any and all costs incurred by Lessor to return premises to condition of pre-lease condition will be the responsibility of the Lessee and is not limited by the amount of the security deposit. The Director of the Parks and Forest Department has sole discretion of the use of Eau Claire County Parks and Forest Department employees.

4. Use of Equipment: With respect to equipment owned by the County, Lessee shall not in any way utilize such equipment without express written consent and mutually agreed upon just compensation to be attached hereto and incorporated within this agreement by written addendum. Lessee shall not be charged for County owned tables, chairs, bleachers, stages, gates etc. The Lessee is responsible for moving all Fair owned equipment. The County shall not be held liable for damage or loss of Fair owned equipment.

The Lessee and fair goers may not use County equipment that is not expressly stated in the contract but not limited to: vehicles, skid steers, chain saws, mowers, etc. Individuals designated by the Lessee may use personal equipment if they notify the Exposition Center Management and follow County policies regarding indemnity and safety regulations. The Lessee may not move County equipment with personal vehicles.

The Lessee shall provide the Lessor with a complete listing of requested County equipment and master plan for the Fair event staging on or before June 21 for each year, unless a more appropriate date is mutually agreed to.

#### **ARTICLE V ALTERATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES**

1. Maintenance by Lessor.

A. The Lessor shall keep and maintain the foundations, roof and structural components of the demised premises, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, guests and patrons.

B. The Lessor shall keep and maintain in good condition and repair all portions of the building not demised to the Lessee, and the common areas, service and parking areas. Common areas shall include entryways, bathrooms, the tile floor adjacent to the meeting room, and the meeting room.

2. Maintenance by Lessee.

Lessee shall be responsible for routine maintenance and janitorial services. Such services shall include routine cleaning of glass and floors and disposal of trash and, if necessary, periodic washing of walls and fixtures. Lessee shall have the entire facility cleaned prior to the end of the lease and Lessor shall have the entire facility cleaned prior to the beginning of the Fair. Lessee shall be responsible for any damage caused to equipment while using the facility and such damage shall be immediately reported to Lessor.

3. Alterations, Installations. Lessee shall not make or cause to be made any alterations, additions, or improvements or installations, or make any changes to the building unless it is previously granted the express written permission of the Lessor, executed with the same formality as this Agreement. Such permission shall not be unreasonably withheld.

4. Liens and Obligations. Lessee shall not create or permit others to create any lien or obligation against Lessor by reason of making repairs or installing material, fixtures or equipment, and further agrees to hold the Lessor harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Lessee's occupancy of the leased premises.

## ARTICLE VI

### CANCELATION OR DESTRUCTION OF LEASED PREMISES

In the event that the premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the said repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event that the leased premises are rendered wholly unfit for use by the Lessee, the Lessee has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, Lessee may consider the Lease Agreement to have terminated. In case the

leased premises should be rendered partially unfit for use by the Lessee by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises has been destroyed, the Lessee may remove from the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and the Lessee remains in possession, rent shall abate to the extent that the Lessee is deprived of the full, normal use thereof.

The Lessor may cancel the event in case of a natural or man-made disaster requiring emergency use of the facilities; in such case, the Lessor shall issue a full refund. In the event that the Federal, State, or Local government has issued a Public Health Emergency Declaration the includes Eau Claire County a full refund shall be issued for any reservation that was canceled in writing during the time of the Declaration.

**ARTICLE VII**  
**INDEMNIFICATION INSURANCE LIABILITY**

1. Insurance. The Lessee shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work. (2) Lessee shall collect proof of insurance from vendors participating in the fair and deliver copies to the Parks and Forest Director or designated personnel.

2. Mutual Indemnification. The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third person to their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give each other prompt and reasonable notice of any such claims or actions and the other party share the right to investigate, compromise, and defend the same.

3. Liability. It is mutually agreed by the Lessee and Lessor that, as related to this Agreement, any loss or expense or result 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 have occur in connection with this agreement.



**ARTICLE VIII  
NONDISCRIMINATION**

The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, age, or handicap in the use of the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

**ARTICLE IX  
INDEPENDENT PROVIDER STATUS**

The relationship of the Lessee to the Lessor shall be that of an independent contractor. The Lessee shall perform this Agreement through its own means and according to its own methods, free from any control of the Lessor to the manner and method of its professional 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.

**ARTICLE X  
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.

**ARTICLE XI  
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 Lessee or Lessor under any applicable statute or other law, including but not limited to Governmental and Recreational Immunity. 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.

**ARTICLE XII**  
**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.

**ARTICLE XIII**  
**GENERAL**  
**PROVISIONS**

1. Assignment or Subletting. The Lessee agrees that it will not assign this lease or sublet the demised premises or any part thereof, without the prior written consent of the Lessor, which will not be unreasonably withheld. The Lessor may assign this lease if the property is sold or if the Lessor contracts with a firm to manage the operations of the Fairgrounds/Exposition Center.
2. Right of Inspection. The Lessor reserves the right to inspect the leased premises and equipment at any reasonable time and interval for any purpose consistent with its rights as Lessor.
3. Breaches - Nonwaiver. Neither the failure of Lessor to strictly enforce all of the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee, nor delay on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies by law to Lessor by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of the Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be necessarily incurred in such proceedings.
4. Default. If either party should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days' written notice, the other party may terminate its performance under this Lease without prejudice to its right to recover damages against the defaulting party. In the event that the Lessee is in default the Lessor may, in the payment of rent or due to willful or malicious injury to the

leased premises, the Lessor may, with or without the service of notice, declare the Lease to be void and re-enter the premises to expel the Lessee, using such force as may be necessary, without prejudice to any remedies which the Lessor might have to collect arrears of rent.

5. Quiet Possession. The Lessor agrees that upon the payment of the rent and performance of the herein expressed covenants and agreements on the part of the Lessee, the Lessee shall have and enjoy the leased premises and all rights and privileges with respect to the leased premises, its appurtenances and facilities herein granted.

6. Notice. Notices required or advisable under the terms of this Lease shall be communicated in writing by either personal delivery or certified mail to the following named representatives of the parties hereto:

LESSOR: Parks and Forest Director  
Eau Claire County  
721 Oxford Avenue, Suite 3520  
Eau Claire, Wisconsin 54703

LESSEE: Eau Claire County Friends of the Fair  
P.O. Box 434  
Augusta, Wisconsin 54722

7. Modification. This Lease shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.

8. 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.

9. Alcohol on Premises. No fermented malt or alcoholic beverages shall be consumed on the leased premises, unless the use of all alcoholic or fermented malt beverages is in accord with Chapter 125, Wis. Stats., Chapters 9.80 and 9.90 of the Eau Claire County Code and applicable ordinances of the City of Eau Claire.

10. Unlawful Use of the Premises. The Lessee shall keep and use the premises for the purposes described herein and for no other or any unlawful purpose, whatsoever.

11. Smoking. Chapter 9.60 of the County Code prohibits smoking in all buildings located on the Fair Festival Site.

12. Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon within County-Owned Building. Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county- owned buildings. Lessee agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. Lessee agrees to promptly report any violations of this prohibition to law enforcement personnel. The County agrees to sign the leased premise so as to give reasonable notice of the weapons restriction to all persons entering the leased premises.

13. Hazardous Waste and Load Limits. No hazardous waste shall be stored in the ice area nor vehicles or equipment exceeding load limits of the concrete slab. The Lessee shall be solely responsible for any damage caused by hazardous waste or vehicles or equipment exceeding load limits.

14. Surrender of Premises: The lessee agrees that at the time of termination of the written lease or any renewal thereof, Lessee will quietly and promptly yield and surrender the premises of the Lessor in as good condition of repair as when taken by Lessee, reasonable wear and tear and damage by the elements alone excepted.

15. Rental of Facilities. The Lessee shall be considered a non-profit group, contracting for facilities other than those listed above and shall be billed according to the non-profit Fair rates in effect.

16. Address. The address of this facility shall be 5530 Fairview Drive, Eau Claire, Wisconsin, 54701.

17. Integration. This Lease, consisting of ten (10) typewritten pages, and attachments constitutes the entire agreement of the parties hereto including exhibits and shall supersede all prior written or oral agreements relating to the subject matter hereof.

18. Authority to Enter into Lease. By signing below, the parties affirm and acknowledge that they have read and understand this Lease, and Attachments, if any, consisting of ten (10)



**ATTACHMENT  
to  
LEASE AGREEMENT**

<b>FAIR SET-UP DATES</b>							
Date	Day	Time	Building	Reg. Rate	NP Rate	Fair Rate	Savings
7/26/2021	Monday	All Day	All buildings/grounds	\$ 1,200.00	\$ 960.00	\$ 320.00	\$ 880.00
7/27/2021	Tuesday	All Day	All buildings/grounds	\$ 1,200.00	\$ 960.00	\$ 320.00	\$ 880.00
				<b>\$ 2,400.00</b>	<b>\$ 1,920.00</b>	<b>\$ 640.00</b>	<b>\$ 1,760.00</b>

<b>FAIR EVENT DATES</b>							
Date	Day	Time	Building	Reg. Rate	NP Rate	Fair Rate	Savings
7/25/2021	Sunday	All Day	Bldg E – Meeting Rm	\$ 180.00	\$ 144.00	\$ 48.00	\$ 132.00
7/28/2021	Wednesday	All Day	All buildings/grounds	\$ 2,500.00	\$ 2,000.00	\$ 666.67	\$ 1,833.33
7/29/2021	Thursday	All Day	All buildings/grounds	\$ 2,500.00	\$ 2,000.00	\$ 666.67	\$ 1,833.33
7/30/2021	Friday	All Day	All buildings/grounds	\$ 2,500.00	\$ 2,000.00	\$ 666.67	\$ 1,833.33
7/31/2021	Saturday	All Day	All buildings/grounds	\$ 2,500.00	\$ 2,000.00	\$ 666.67	\$ 1,833.33
8/1/2021	Sunday	All Day	All buildings/grounds	\$ 2,500.00	\$ 2,000.00	\$ 666.67	\$ 1,833.33
				<b>\$12,680.00</b>	<b>\$10,144.00</b>	<b>\$3,381.35</b>	<b>\$ 9,298.65</b>

<b>FAIR TEAR-DOWN DATES</b>							
Date	Day	Time		Reg. Rate	NP Rate	FOE Rate	Savings
8/2/2021	Monday	All Day	All buildings/grounds	\$ 1,200.00	\$ 960.00	\$ 320.00	\$ 880.00
				<b>\$ 1,200.00</b>	<b>\$ 960.00</b>	<b>\$ 320.00</b>	<b>\$ 880.00</b>
				<b>\$16,280.00</b>	<b>\$13,024.00</b>	<b>\$4,341.35</b>	<b>\$11,938.65</b>
				20% deposit \$ 868.27			
				Total Contract Payment \$5,209.62			

**EAU CLAIRE COUNTY  
(LESSOR)**

BY: \_\_\_\_\_  
Josh Pedersen  
Agent of the County

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

**FRIENDS OF THE FAIR  
(LESSEE)**

BY: \_\_\_\_\_  
Meg Mueller  
Chairperson

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

## FEE CHANGE

<b>Department:</b>	Parks and Forest				
<b>Contact Person:</b>	Josh Pedersen				
<b>(Phone):</b>	839-4787				
<b>Effective Date:</b>					
<b>County Code Section List Chronologically</b>	<b>Current Fee Amount</b>	<b>New or Revised Fee Amount</b>	<b>Reason For Change</b>	<b>Anticipated or Increased Annual Revenue</b>	<b>Governing Committee Vote and Date of Approval</b>
16.30.040 tree planter rental	\$20- \$40 minimum	\$60 base fee, \$40 per 1000 beyond first 1000 trees	Planters currently are a losing proposition for us. They require annual maintenance and lots of staff time coordinating rentals. This would help create more of a breakeven situation	\$500.00	
16.30.040 LEC Clubhouse	\$60 M-R	\$75 M-F	Fees do not always cover staff time needed for rentals	\$150.00	
16.30.040 LEC Clubhouse	\$90 F-S	\$100.00	Fees do not always cover staff time needed for rentals	\$150.00	
16.30.040 LEC Clubhouse	\$25 extra hour	\$30 extra hour	Fees do not always cover staff time needed for rentals	\$100.00	
16.30.040 LEC Clubhouse	\$25.00	eliminate	Eliminate \$25 hour charge for reservation going until midnight. All other parks close at 11:00. Change policy to close park and reservations at 11:00PM.	no cost	
16.30.040 LEC Clubhouse Porch	\$45.00	\$50.00	Fees do not always cover staff time needed for rentals	\$50.00	

16.30.040 LEC and Tower Ridge alcohol surcharge	\$25.00	eliminate	Other increase rates will absorb this	no cost	
16.30.040 LEC Large Shelter	\$50.00	\$60.00	Keeps shelter rental fees in line with other competing parks	\$150.00	
16.30.040 LEC Shelter with Grilling pit	\$45.00	\$50.00	Keeps shelter rental fees in line with other competing parks	\$50.00	
16.30.040 Lowes Creek picnic shelter	\$20.00	\$25.00	Try to recoup staff time costs with setting up rentals and cleaning	\$30.00	
16.30.040 Tower Ridge Ski pass	\$6 daily	\$8 daily	Price never changed when we went from \$3 daily to \$5 daily. Prices match Levis Mound skiing pass	\$1,800.00	
16.30.040 Tower Ridge Ski pass	\$60 annual	\$80 annual	Grooming costs and maintenance continue to go up. Skills park addition and new lighting. Price would match Levis	\$6,080.00	
16.30.040 Special Event Participation Fee	\$3 or \$2	\$5 or \$4	Price was not changed when we went from a \$3 vehicle entrance pass to \$5. Would align rate to closer to our daily pass.	\$2,500.00	
16.30.040 Coon Fork Camping	Weekly rates 7 nights for 5 nights price	Weekly Rate 7 nights for 6 nights price	Most campgrounds do not offer a weekly discount price. We are currently discounting our price 28.5% on a weekly rate. Could reduce to 14.2% and still be a very good deal.	\$5,000.00	
16.33.020 A Expo Center Key deposit	\$10/Key	\$100/Key	We have lost a few keys over the years and the deposit is so low, it does not give strong enough incentive to turn back in	\$0.00	



16.33.020 A Expo Center onsite personnel	\$22/hour	\$45/ hour	Raise rates to reflect FTE on OT, as this is usually the case if requested	\$230.00	
16.33.020 C, D, and E Expo Center Meeting room Equipment rentals	Various	eliminate	We do not ever rent any of these items out. Should be removed from Fee Schedule	\$0.00	
16.33.020 A - All off ground equipment rentals	Various	eliminate	We very rarely have a request to rent equipment off grounds. These requests usually are more wear and tear on our equipment and are not worth the time to coordinate for the small return	\$0.00	
16.33.030 A	20% or \$100 Minimum	20% or \$800 Minimum	We consistently see extreme damage and cleaning associated with rentals that have a \$200 deposit. This amount needs to be increased to give renters the incentive to clean the building and not damage it.	\$2,000.00	
16.33.030 B	1.30 sq/ft	\$1.50 sq/ft.	Increased costs with managing this system. Demand exceeds space indicating our pricing is too low.	\$4,653.00	

16.30.020 Designation of county forest. All county-owned lands now held or hereafter acquired for forestry purposes, established and designated as county forest shall be shown on an official county forest map to be maintained in the department office and shall be entered as county forest lands pursuant to Wis. Stat. § 28.11(4). In addition thereto, the official county forest map shall designate the boundaries of a well-blocked county forest. It is the intent of the board to acquire lands within, or bordering, the county forest boundaries, as they become available and upon a determination by the committee that county ownership of the land is beneficial to the residents of Eau Claire County and of the state. (Ord. 154-2, 2010, Sec. 36; Ord. 128-75 Sec.1, 1985; Ord. 80-81/457 Sec.2 (part), 1981).

16.30.030 Park use regulations.

A. All parks, special use areas and waysides shall be open to the public throughout the year during the hours between 6:00 a.m. and 11:00 p.m. each day. No person may enter or be on such lands outside of those hours except for campers in or those who are in route to designated campgrounds, persons transporting watercraft to and from designated boat landings or those in attendance at functions being held at the Lake Eau Claire clubhouses, for which reservations have been obtained. The Lake Eau Claire clubhouses and park premises shall, under all circumstances, be vacated no later than 12:00 midnight. For purposes of this subsection, the time shall be computed under Wis. Stat. §§ 175.09 and 175.095, whichever is applicable.

B. The facilities in all parks, special use areas and waysides shall be maintained by the department during the camping season, as defined at 16.30.005 E. Outside of that season the only facilities that will be maintained by the department shall be access roads to winter recreation areas and those of the Tower Ridge, Lowes Creek, Coon Fork, and Evergreen Ski Areas and the Countywide Snowmobile Trail.

C. Camping and the use of camping facilities shall be in accord with 16.30.300.

D. It shall be unlawful to use or possess any glass containers in Big Falls Park or Tower Ridge Recreation Area excluding the Chalet.

E. No refunds shall be given for camping, shelter, or clubhouse reservations except as designated under 16.30.040 C.

F. The park season for Lake Altoona Park shall be May 15 through October 15. The park season for Lake Eau Claire Park shall be May 15 through October 15. (Ord. 156-23, Sec. 1, 2012; Ord. 146-41, Sec. 6, 2002; Ord.141-28, Sec.1, 1997; Ord.140-45, 1996; Ord. 136-111, Sec.6,7,8, 1993; Ord. 128-26 Sec.4, 5, 6, 1984; Ord. 126-52 Sec.2, 1982; Ord. 80-81/457 Sec.2 (part), 1981).

16.30.040 Fees and charges.

A. Fee Administration. It is unlawful for any person to use any facility, shelter or area for which a fee or charge has been established by ordinance without payment of the fee or charge or for failure to properly display a recreation entrance pass on the inside lower left hand corner of the vehicle windshield. Annual passes must be adhered upon receipt to the vehicle windshield only with the pass adhesive and will not be considered valid if not adhered or if adhered with tape or other methods. Motorcycles shall have the annual pass affixed to the windshield or, if no windshield, to a front fork. The committee on parks and forest or parks and forest director, if time does not allow for committee action, shall have authorization to waive vehicle entrance fees for volunteers performing work or training that would benefit the citizens of Eau Claire County.

B. Fees. The following fees shall be charged, unless otherwise specified:

## General Usage Fees

Recreation Area Entrance Fee per motor vehicle	\$5.00 daily or \$30.00 annually
Additional Annual Entrance Stickers \$10.00 for same household	
Required at boat launches, county parks, Evergreen ski trail, Lake Eau Claire beach and Tower Ridge Recreation area (from April 1 to December 1) including disc golf area. Buses for non-school related functions \$6.00 daily fee, buses for school related functions exempt from fees. A registered camper shall be granted up to two free vehicle passes per site for the duration of the camping.	
Replacement Annual Entrance Sticker	\$10.00
Boat Dealers/commercial Watercraft launch permit	\$50.00/annually
Rental of tree planting machine	\$20.00/1,000 trees planted with \$40.00 minimum charge.
Permit for Driveway off County Forest Roads	\$35.00
Special Event Participation Fee	\$3.00 per person \$2.00 per person for nonprofit and government organization events
Special Transportation Permit	\$30.00
Lion's Group Camp	\$40/night with a maximum of 6 nights

## Coon Fork County Park Fees

Picnic Shelter	\$20.00/reservation, with a maximum of 10 vehicle passes issued per reservation.
Camping	\$17.00/night off lake \$85.00/week off lake \$20.00/night on lake \$100.00/week on lake (7 nights for price of 5) \$10.00/night--off season nonelectrical \$15.00/night--off season electrical
Section D. Campsites with 50 amp electric, water	\$27.00/night \$145/week
Camping Electricity	\$ 5.00/night (no discount for week long camping.)
Campground Reservation	\$10.00
Reservation transfer	\$ 5.00
Paddle boat, canoe and row boat rental	\$ 6.00/hour
Sewage Dumping Station	\$10.00/use for non-registered campers or travelers
Firewood Sold in Campgrounds	\$ 6.00/bundle

### **Harstad County Park Fees**

Camping	\$ 15.00/night \$ 75.00/week \$ 10.00/night—off season
Picnic Shelter	\$ 25.00/reservation

### **Lake Altoona County Park Fees**

Clubhouse	\$115.00/reservation Monday – Thursday \$165.00/reservation on Friday, Saturday, Sunday & holidays.
Picnic Shelter (with electricity)	\$80.00
Reservation Changes-Clubhouse And Picnic Shelter	\$10.00

### **Lake Eau Claire County Park Fees**

Clubhouse	\$60.00/reservation Monday - Thursday and \$90.00/reservation Friday, Saturday, Sunday & holidays plus \$25.00/hour for each hour after five hours. An additional \$25.00/hour charge for reservations extending between 11:00 p.m. and 12:00 midnight.
Clubhouse Porch	\$45.00/reservation plus \$5.00/hour for each hour after five hours.
Alcohol Surcharge for Clubhouse and Porch Reservations	\$25.00 surcharge shall be charged for each reservation when alcoholic beverages are served.
Picnic Shelters with electricity Small	\$25.00/reservation plus \$5.00/hour for each hour after five hours.
Large	\$50.00 for first 5 hours plus \$10.00/hr. thereafter.
Picnic Shelter with grilling pit	\$45.00/reservation plus \$10.00/hour for each hour after five hours.

### **Lowes Creek Park**

Picnic Shelter	\$20.00 per day/reservation
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### **Tower Ridge Recreation Area Fees**

Vehicle Pass (winter use) vehicles	\$6.00/day or \$60.00 seasonal fee for first vehicle and \$40.00 per vehicle for additional registered to same household.
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All Parks Winter Season Pass	\$ 75.00 seasonal fee for first vehicle and \$50.00 per vehicle for additional vehicles
Chalet April 1 to November 30	\$ 90/day Monday–Thursday \$120/day Friday –Sunday and holidays (one reservation per weekend) \$200 key deposit \$ 70 cleaning deposit
Alcohol Surcharge	\$ 25 surcharge shall be charged for each reservation when alcoholic beverages are served.
Disc golf vendor	\$25.00 per vendor per event.

**Miscellaneous Firewood Permit** \$25.00

C. Reservation fee policy. The clubhouse and shelter reservation fees shall be required in advance. An 80% refund will be granted if a reservation is canceled 60 days or more in advance of the reservation, a 50% refund for 30-59 days in advance, and no refund for cancellation of less than 30 days unless the reservation period is rebooked by another party resulting in a 50% refund. Groups of 250 or more are required to reserve the clubhouse in addition to reserving picnic shelters. Picnic shelters have a maximum capacity of 100 people. A camping reservation refund will be granted if cancelled at least 14 days prior to the first night of the camping period; however, the reservation fee will be retained. If the County, State or Federal government has issued a Public Health Emergency Declaration that includes Eau Claire County a full refund will be issued for any reservation that was canceled at the time the Declaration is in place. (Ord. 164-002, Sec. 1, 2020; Ord. 162-29, Sec. 1, 2019; Ord. 161-27, Sec. 7, 2017; Ord. 160-20, Sec. 1, 2016; Ord. 158-3, Sec. 1-2, 2014; Ord. 156-25, Sec. 10, 2012; Ord. 155-29, Sec. 1, 2011; Ord. 155-28, Sec. 1, 2011; Ord. 155-22, Sec.18, 2011; Ord. 154-17, Sec. 9, 2010; Ord. 154-6, Sec. 1, 2010; Ord. 153-23, Sec. 11, 2009; Ord 153-16, Sec. 1, 2009; Ord 152-50, Sec. 1, 2009; Ord. 152-41, Sec. 1, 2008; Ord. 152-30, Sec. 14, 2008; Ord. 151-44, Sec. 1, 2008; Ord. 151-32, Sec. 22, 2007; Ord. 150-28, Sec. 14, 2006; Ord. 150-21, Sec. 1, 2006; Ord 149-050, Sec. 1, 2005; Ord. 149-051, Sec 1, 2005; Ord. 149-038 Sec. 9, 2005; Ord. 149-023; Sec. 1, 2005; Ord. 148-58, 2004; Ord. 148-102, Sec. 17, 2004; Ord. 148-02, 2004; Ord. 147-77, 2003; Ord. 147-60, 2003; Ord. 147-09, 2003; Ord. 146-48, 2002; Ord. 146-13, 2002; Ord. 146-12, 2002; Ord. 145-89; Sec. 3, 2002; Ord. 145-79, 2001; Ord. 145-61, 2001; Ord. 144-55, 2000; Ord. 143-69, 1999; Ord.142-53; Ord.141-110, 1998; Ord.141-79; Ord.141-38, Sec.2, 1997; Ord.140-76; Ord.140-34, Sec.3-4, 1996; Ord. 139-72, 1995; Ord.38-69; Ord. 137-101, 1994; Ord. 136-62, 1992; Ord. 135-48; Ord. 134-91, Sec.1, 1991; Ord.135-18 Sec.1, 1991; Ord. 134-74, 1991; Ord. 134-52, 1990; Ord. 133-58, Ord. 132-95 Sec.1, 1989; Ord. 131-96 Sec.1, Ord. 131-74 Sec.1, 1988; Ord. 131-16 Sec.9, 1987; Ord. 128-64 Sec.1, 1984; Ord. 126-59 Sec.3, 1983; Ord. 81-82/317 Sec.3, 1981; Ord. 80-81/457 Sec.2 (part), 1981).

16.30.050 Emergency rulemaking authority. In the event of a natural or manmade disaster or emergency which necessitates, in the public interest, that all or a part of any land subject to this chapter be closed or restricted to public access the committee shall have the power to close such lands or restrict their use or provide for emergency timber sales exempted from 2.04.475 B. 3. Any actions under this section shall be subject to board review and approval at its next scheduled meeting. (Ord. 80-81/457 Sec.2 (part), 1981).

16.30.060 Permit issuance. All permits which are issued by the parks and forest director or other authorized department personnel shall be subject to all of the provisions of the code of general ordinances. (Ord.140-34, Sec.5, 1996; Ord. 131-16 Sec.10, 1987; Ord. 80-81/457 Sec.2 (part), 1981).

16.30.070 Installation, public utilities and private construction. The location of all public and private utilities, structures, lines and pipes within any park, wayside or special use area shall be subject to the control of the committee, and their construction, erection, repair, or relocation shall be undertaken only after written consent thereto is received from the committee and the board. (Ord. 80-81/457 Sec.2 (part), 1981).

16.33.015 Rental rates for nonprofit and government organizations.

A. Nonprofit and government organizations shall be allowed a 20% discount for all regular rental rates for buildings, grounds and equipment. (Ord 152-30, Sec. 16, 2008; Ord. 151-32, Sec. 23, 2007; Ord. 151-005, Sec. 1, 2007; Ord 150-28, Sec. 15, 2006; Ord. 146-60, Sec. 1, 2002; Ord. 146-55, Sec. 1, 2002; Ord. 146-54, Sec. 1, 2002; Ord. 146-26, Sec. 1, 2002; Ord. 146-02, Sec. 12, 2002; Ord. 145-60, Sec. 1, 2001; Ord. 145-46, Sec. 1, 2001; Ord. 144-80, Secs. 1&2, 2001; Ord. 144-32, Sec. 1, 2000; Ord. 143-06 Sec. 2, 1999; Ord. 141-04 Sec.6; Ord.140-110, Sec.2, 1997; Ord. 139.69, Sec.2, 1995; Ord. 132-92 Sec.4, 1989).

16.33.020 Rental rates for private, other organizations and individuals.

A. Private, other organizations and individuals shall be charged the following daily rental rates for exposition center facilities. Daily is to mean a 24 hour period or any portion thereof. One-half the daily rate will be charged for set-up and take down per day.

Exhibit building A (66'x 200')	\$ 450.00
Stall set-up	
Half barn set-up (minimum)	\$ 125.00
Full barn set-up	\$ 250.00
Exhibit building C-D (66'x135')	\$ 350.00
Pen set-up	
Half barn set-up (minimum)	\$ 75.00
Full barn set-up	\$ 150.00
Exhibit building E (66'x 240')	\$ 700.00
Exhibit building E -Exhibit area (66'x 160')	\$ 550.00
Exhibit building E – Meeting room viewing area	\$ 55.00
Exhibit building E – Meeting room	\$ 75.00
Exhibit building E – Both meeting rooms	\$ 125.00
Exhibit building E kitchen only	\$ 175.00
Non-electric campsite/day	\$ 20.00
Electric campsite/day	\$ 25.00
Agility arena	\$ 75.00
Horse arena	\$ 165.00
Milk house	\$ 130.00
Concession Stand	\$ 120.00
Picnic pavilion/event	\$ 55.00
Grounds rental/day – All outdoor space (no buildings)	\$ 500.00
All buildings and ground/day (excludes camping)	\$2500.00
Independent food stand/day (with electricity)	\$ 100.00
Outside catering/day	\$ 100.00
Bleachers/unit/event	\$ 50.00
Off grounds/unit – (3 days)	\$ 75.00
Replacement cost/unit	Actual Cost
Tables/each/event	\$ 6.00
Off grounds/each/event (limited use)	\$ 10.00
Replacement cost/each	Actual Cost
Chairs/each/event	\$ .50
Off grounds/each event (limited use)	\$ 2.00
Replacement cost/each	Actual Cost

Stages/section/day (4'x 8'x 2')	\$ 25.00
Off grounds/section/event	\$ 50.00
Wireless microphones/each/event	\$ 50.00
Replacement cost	Actual Cost
Portable PA system/each/event	\$ 75.00
Replacement cost	Actual Cost
P.A. System/event	\$ 75.00
On site personnel/person/hour (requested during event)	\$ 22.00
Skid Steer/operator/hour	\$ 75.00
Key deposit/each	\$ 10.00
Garbage removal (excessive)	Actual Cost
Event holder responsible for removal of excessive amount of trash.	
Extra ordinary setup/clean-up/person/hour	\$ 50.00
B. Dry storage shall be at the following rate per building per season subject to a minimum \$50.00 per contract charge:	
Exhibit building A/per square foot (66' x 200')	\$ 1.30
Exhibit building C-D/per square foot (66'x 135')	\$ 1.30
C. Meeting room equipment rentals.	
Flip chart w/markers/each/event	\$ 20.00
Replacement cost	Actual Cost
TV/VCR/event	\$ 25.00
Replacement cost	Actual Cost
100 cup coffee urn (w/o coffee)/event	\$ 15.00
Replacement cost	Actual Cost
Electric Roaster/each/event	\$ 15.00
Replacement cost	Actual Cost
D. Miscellaneous Equipment Rentals.	
Fire Extinguishers/each (tents)	\$ 18.00
Replacement value	Actual Cost
E. Special Services.	
Storage or removal of personal property	\$ 25.00
Snow removal or other services	\$ 40.00/hr

(Ord. 160-13, Sec. 5, 2016; Ord. 157-33, Sec. 1, 2014; Ord. 156-39, Sec. 1, 2013; Ord. 155-12, Sec. 1, 2011; Ord. 153-23, Sec. 12, 2009; Ord. 152-30, Sec. 17, 2008; Ord. 151-32, Sec. 24, 2007; Ord. 151-005, Sec. 2, 2007; Ord. 150-28, Sec. 16, 2006; Ord. 147-58, Sec. 1, 2003; Ord. 146-60, Sec. 2, 2002; Ord. 146-55, Sec. 2, 2002; Ord. 146-54, Sec. 2, 2002; Ord. 146-26, Sec. 2, 2002; Ord. 146-02, Sec. 13, 2002; Ord. 145-60, Sec. 2, 2001; Ord. 145-46, Sec. 2, 2001; Ord. 144-80, Secs. 3&4, 2001; Ord. 144-32, Sec. 2, 2000; Ord. 143-06 Sec.3, 1999; Ord. 141-04 Sec.7; Ord. 140-110, Sec.3, 1997; Ord. 139-69, Sec.3, 1995; Ord. 132-92 Sec.5, 1989; Ord. 129-29 Secs.1&2, 1985; Ord. 128-41 Sec.2, 1984; Ord. 127-43 Sec.1(part), 1983).

16.33.025 Utility services. All rates for facility rentals are inclusive of utility charges, except for the charges adopted by the commission. The county shall not provide any heat, water, electricity or other utility services with respect to any dry storage. (Ord. 147-105, 2004; Ord. 139-69, Sec.4, 1995; Ord. 136-61, 1992; Ord. 127-43 Sec.1(part), 1983).

16.33.030 Payment of rent and deposits.

A. A security deposit of 20% of total contract cost, \$100.00 minimum is due within 30 days of the writing of the contract. Within 90 days of the event, one-half of the total rental fee is due, with the remaining balance due 30 days prior to the event. Any cancellation will result in forfeiture of the security deposit. Cancellations between 90 days and 30 days will result in forfeiture of the 50% rental fee paid, unless fully re-rented. Cancellations of 30 days or less will result in loss of all rental fees, unless fully re-rented. Rental of the facility less than 30 days from the event requires full rent and security deposit at the time the contract is written. The required certificate of insurance must be provided at least one week prior to the event. If the County, State or Federal government has issued a Public Health Emergency Declaration that includes Eau Claire County a full refund will be issued for any reservation that was canceled at the time the Declaration is in place.

B. Rental amounts and security deposits shall be payable to the Eau Claire County treasurer and delivered to the parks and forest office. The treasurer shall deposit all receipts in the revenue account designated by the finance director. (Ord. 164-002, Sec. 2, 2020; Ord.160-13, Sec. 6, 2016; Ord. 155-12, Sec. 4, 2011; Ord. 148-36, 2004; Ord. 146-55, Sec. 5, 2002; Ord. 145-60, Sec. 3, 2001; Ord.141-04 Sec.8, 1997; Ord.139-20, 1995; Ord.134-03 Sec.46, 1990; Ord.127-43 Sec.1(part), 1983).

(Ord. 156-39, Sec. 2, 2013) (Repealed 16.33.040: Ord. 160-13, 2016; Ord. 155-12, Sec. 5, 2011; Ord 150-28, Sec. 19, 2006; Ord.141-04 Sec.9 1997; Ord.139-69 Sec.5, 1995; Ord.127-43, Sec.1(part), 1983).