

AGENDA

Eau Claire County

• Committee On Parks & Forest •

Monday, July 12, 2021

5:00 p.m.

Virtual Meeting

Dial In: 415-655-0001 Access Code: 2597 992 6278

For those wishing to make public comment, you must e-mail Winnie Parker at 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. October 11, 2021
3. Public Comment
4. Fall timber sale bids - **Discussion/Action**
5. Timber sale extensions - **Discussion/Action**
6. Request from Kevin Ives to purchase County Forest Land - **Discussion/Action**
7. Update on Fair Committee roles and responsibilities - **Discussion/Action**
8. Carbon Opportunity Summary/Development Proposal - **Discussion/Action**
9. Harstad Park Campground Advisory Committee Recommendations - **Discussion/Action**
10. Appointment to Parks and Forest Advisory Committee, Rick Rosen - **Discussion/Action**
11. Application for Sustainable Forestry Grant - **Discussion/Action**
12. Updates on County Forest Stewardship projects - **Discussion/Action**
13. Director's Report
14. Future Committee Meetings and Items for Discussion

Next Meeting – December 13, 2021, at 5 p.m.

15. 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, October 11, 2021

5:00 p.m.

Virtual Meeting

Members: Kevin Stelljes, Joe Knight, Missy Christopherson, Gary Gibson, Tami Schraufnagel
Ex Officio Member: Nick Smiar

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Winnie Parker – Administrative Specialist III (Committee Clerk), Jacob Tumm – EC County Forester, Erika Gullerud – Finance Analyst, Kathryn Schauf – County Administrator, Debbie Kitchen – Eau Claire County Fair Representative, Letecia Papke – Eau Claire County Fair Representative

Chair Selljes called the meeting to order at 5:00 p.m. and confirmed public posting of the meeting.

Verbal roll call was taken by the committee clerk and is noted above under present.

No members of the public were present.

The committee reviewed the minutes from the September 13, 2021, meeting. Supervisor Christopherson moved to approve the minutes as presented. The minutes passed unanimously.

Debbie Kitchen and Letecia Papke made a request to put a storage shed on the premises to use not only as storage but as an office for the 4-H Fair as well because they have outgrown the space provided. After some discussion, it was decided that Josh and Debbie would explore all possibilities of where to add an office space on the premises that would work for all parties involved. It was requested that at the next meeting, Missy Christopherson and Tami Schraufnagel would report on their findings of the structure and flow chart of those involved in the 4-H Fair.

Jacob Tumm presented the 2021 Fall Timber sales for approval. Of the eight (8) sales presented, two are sales presented in the past that did not sell. Tract 10-20 was adjusted by a 10% drop in the minimum bid. Also noted, Tract 15-21 is a one-year contract with no extensions since this is a small overstory removal. Tami Schraufnagel moved to approve the bids as they were presented. All in favor, none opposed. Bid opening will be November 3, 2021.

Ordinance 21-22.005 was presented by Josh Pedersen, Parks and Forest Director. There were three (3) items in the County Code that needed more clarification, 1) When referring to “State Funded ATV Trails and Routes,” the word Routes needs to be changed to Hybrid Trails: which better reflects the type of trails being used; 2) In the portion that addresses where camping is permitted in the county, the Expo Center and dispersed county forest camping were added; 3) An addition was made that an access permit is required for those wanting to enter their private landlocked parcels with any motorized vehicle. Joe Knight motioned to approve the Ordinance 21-22.005 as presented. All in favor, none opposed.

The discussion of the Carbon Credits will have to be tabled until next Committee Meeting as the third-party report from Bluesource was not available at this time.

There are three (3) potential land acquisitions that are being considered: the Five Star Mine, the Anderson Land, and a new possibility of the Heartwood Forest Land in Bridge Creek. The appraisal of the Five Star Mine came back at \$550,000 or around \$3,500+/acre, the property is currently listed for \$895,000. The Committee will delay on any action until after the Stewardship Committee has had an opportunity to meet and discuss this parcel. The Anderson Land appraisal from Steigerwaldt is expected in the next two (2) weeks. It was suggested that the Committee put a placeholder in the 2022 Budget for these acquisitions by October 27, 2021. The third parcel to consider is the Heartwood Forest Land of Bridge Creek, which recently came up for sale. This land is divided into 13 different tracts of land and is worth considering given the fact that one is very close to Coon Fork and protect a portion of the river corridor and watershed, and the possible timber revenue would eventually pay for the properties. Josh will continue to inquire about this acquisition possibility. All three (3) mentioned possible land acquisitions will be presented to the Stewardship Committee at their next meeting by Josh Pedersen, Parks and Forest Director.

Directors Report: The Steering Committee will help with the next steps in the Outdoor Recreation Plan. A committee of 8-15 members will convene to help with this, and Josh would like at least two (2) of the members from the Parks and Forest Committee to sit on this committee. There have been some negative comments made on a local Facebook page regarding Harstad Park and those who have been camping there. As of this morning, three (3) of the five (5) problematic sites have vacated the park. The Committee will wait to hear the suggestions from the Advisory Committee once they have had the opportunity to meet. The Parks and Forest staff have been working closely with the sheriff's department on this issue. Josh has a wonderful outreach opportunity to speak with the Society of American Foresters at Tower Ridge this month highlighting the multi-use recreation trails and the skills park.

The next meeting date was set for November 8, 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

Fall Bid Opening 2021

TIMBER SALE BID RESULTS
EAU CLAIRE COUNTY FOREST

11/3 2021

Trct #	# of Bids		High Bidder	Advertised Value	Bid Value
	Qualified	Non Q			
11-21	6	2	Byers Forestry	\$31,848.80	\$ 75,825.00
12-21	2	0	Martins Forestry	\$25,849.00	\$ 35,542.00
13-21	2	3	Strzok Logging	\$83,211.47	\$ 168,626.00
14-21	5	1	Martins Forestry	\$40,073.50	\$ 75,407.50
15-21	4	1	Strzok Logging	\$76,467.52	\$ 151,748.50
16-21	1	0	Kron Forest Products	\$14,474.00	\$ 19,630.00
14-19	0	0	No Bids	\$3,924.01	\$0.00
3-20	0	0	No Bids	\$2,953.80	\$0.00
10-20	0	0	No Bids	\$19,644.00	\$0.00
Total	20	7	TOTALS	\$298,446.10	\$ 526,779.00

Number of Sales Offered	9
Number of Sales Sold	6
Value of Sales Sold	\$ 526,779.00
Advertised Value of Sales Sold	\$ 298,446.10
Difference of Advertised & Sold Values	\$ 228,332.90
	77%
# of Loggers Bidding	14

EAU CLAIRE COUNTY FOREST - November 3rd, 2021 bid opening

TRT 3-20				0	Name -->	No Bids							
Product	Tns	Cord	MBF		Minimum								
Red Pine	142												
Black Oak	6												
Totals	148	0	0		\$2,953.80		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TRT 10-20				0	Name -->	No Bids							
Product	Tns	Cord	MBF		Minimum								
Oak			46										
White Pine			32										
Red Maple			2										
Aspen	665												
Oak	625												
Red Pine	250												
Mx Hdwd	210												
White Pine	100												
Jack Pine	80												
Totals	1930	0	80		\$19,644.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TRT 14-19				0	Name -->	No Bids							
Product	Tns	Cord	MBF		Minimum								
White Pine	228												
MX Hdwd	85												
Tamarack	15												
Totals	328	0	0		\$3,924.01		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	*Incomplete/Disqualified
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January 2022 Extensions 11/4/2021

SALE NUMBER	TRACT NUMBER	CONTRACTOR	EXTENSION	INCREASE	STAFF RECOMMENDATIONS
1721	14-14	Dairyland Forest Prod	x	10%	Increase
1753	4-16	Dairyland Forest Prod	x	10%	Increase
1797	13-18	Tlusty Logging	x	5%	Increase
1799	15-18	Buffalo Lumber	x	5%	Increase
1807	3-18	Wolf River Logging	x	5%	Increase
1819	2-19	Theodore Strzok Logging	x	0%	None
1820	16-19	Tlusty Logging	x	0%	None
1825	23-19	Kron Forest Products	x	0%	None

From: [Kevin Ives](#)
To: [Josh Pedersen](#)
Subject: Re: lift
Date: Monday, October 18, 2021 3:32:09 PM

WARNING!! This email originated outside Eau Claire County. Do not click any links or attachments unless you know the sender.

Josh

Through research I found that most of the land around Lake Eau Claire was part of a long lease option where the county eventually offered the land for purchase to the lease holder. In fact, in 1991, the parcel of land that I now own changed ownership via a quit claim deed. It went from Eau Claire County to the previous land owner. Most (99%) of these quit claim deeds that were done around the lake at the same time period included the land where any house/woods were, as well as the land that bordered down to the lake. For some reason, that same option was not given /included in the transfer of my parcel from the County to then owner.

What I'm asking is that the county consider selling me the portion of land that is adjacent to my current property, as the precedent was already set 31 years ago.

Appreciate your input, and I look forward to hearing from you and hopefully making this work.

Thanks

Kevin

On Fri, Jun 4, 2021, 2:41 PM Josh Pedersen <Josh.Pedersen@co.eau-claire.wi.us> wrote:

I feel that we already did discuss that option and it did not seem as if the committee was wanting to explore that idea. If you have a specific proposal on the table, I would be willing to share that with the committee in a closed session to discuss.

The biggest hurdle in selling the land is that it must be demonstrated for a "higher and better public use." This is where it is tough to convincingly state that it is for a better public use. Unless, you are offering a trade of other forest lands that are of more interest.

I would be willing to discuss more if you wish, but I do believe a sale would be very difficult to construct.

Thanks,

Josh

On the north landing project, I am working on getting some initial engineering done on that project to allow for wheel chair access. Things are moving along, but it is taking some time.

From: Kevin Ives <normives@gmail.com>
Sent: Friday, June 4, 2021 1:52 PM
To: Josh Pedersen <Josh.Pedersen@co.eau-claire.wi.us>
Subject: RE: lift

WARNING!! This email originated outside Eau Claire County. Do not click any links or attachments unless you know the sender.

Josh

Would the county be willing to sell me a small sliver of land on the side of SD CIRCLE in order to put in access to the lake?

Kevin

----- Original message -----

From: Josh Pedersen <Josh.Pedersen@co.eau-claire.wi.us>
Date: 5/5/21 4:14 PM (GMT-06:00)
To: Kevin Ives <normives@gmail.com>
Subject: lift

[Aqua Creek EZ-2 Manual Pool Lift / Boat Access Lift - F-EZPL2 \(amicamedicalsupply.com\)](http://amicamedicalsupply.com)

Josh Pedersen, CPRP

Parks and Forest Director

Eau Claire County Parks and Forest Dept.

227 1st Street West

Altoona, WI 54720

Phone: (715) 839-4783

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This communication constitutes an electronic communication within the meaning of the Electronic Privacy Act, 18 USC 2510 and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication is confidential and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Receipt by anyone other than the intended recipient does not constitute waiver or loss of the confidential or privileged nature of the communication. If the person receiving this message is not the intended recipient or you have received this message in error, any review, publication, copying or other distribution of this information is strictly prohibited. If you received this communication in error, please notify the sender immediately at the email address above, return the original message to me by mail, destroy any copies you may have made and delete the communication from any computer and/or storage media. Thank you for your cooperation.

**Eau Claire County
Parks and Forest Citizens Advisory Committee
Wednesday, October 20, 2021**

WebEx Meeting virtually, 5:00 PM

Members Present: Michael Lea, Geoff Goodland, and Laura Hurd

Members Absent: Tom Field, Jolene Smith, and Jay Plummer

Others Present: Rick Rosen

Staff Present: Josh Pedersen, Jody Gindt, Dustin Walters, and Corey Schalinske

Director Pedersen gave a summary of some of the issues that the department has been having at the Harstad Park campground over the past few months. Problems are primarily stemming from customers who are attempting to stay longer than 14 consecutive nights. Issues faced with longer term campers were identified. Some possible solutions were discussed, and the committee heard input from other staff members and the Sheriff's department deputies.

The idea of having a campground host or caretaker was brought up and it is something that has worked in the past. However, the campground does not have electrical or water facilities for camper hookups and retaining a campground host is very difficult without those amenities.

Laura asked what our rights were when it comes to enforcing some of the campground regulations? Lt. Walters stated how the Sheriff's department has handled some of the calls and what their standard procedures are for dealing with complaints. It was suggested to check with the township on if they have any ordinances regarding neatness for campsites that are "messy" in appearance. As this is something that is hard to define and not something that is currently enforceable by county codes.

Lt. Walters stated that the Sheriff's department has been dispatched to Harstad Park for 25 cases since June 1st. And a lot of these calls are some repeat offenders that they have dealt with in the past.

Jody stated that he has also encountered some issues with campers on the county forest this summer that have needed to be removed for various reasons. Some of the contacts are scary for Parks and Forest staff to handle and not all staff members feel comfortable in these situations, especially some of the seasonal staff.

Possible improvements to the campground were discussed. These included adding electrical service and water service to some of the campsites, including to a host site. The possibility of adding services and cleaning the campground up also lead to the question if the camping area could be expanded someday? The potential for a gate to be added and a seasonal closure was also discussed. The possible addition of a seasonal staff member to be stationed at Harstad Park was also discussed. Most discussion centered on adjusting the policy that only requires a person to leave the park for 24 hours after camping for 14 nights. The consensus from staff and the committee was that this policy should be adjusted.

Laura made the motion to change 16.30.300 (B) of the county code to require a person to vacate ALL County properties for a period of 7 nights before being allowed to return, seconded by Geoff. Voice vote taken, all ayes.

The advisory committee was also in favor of looking into the costs for adding electric services to some campsites and the idea of recruiting a campground host. These ideas were suggested to be passed on to the Parks and Forest Committee for consideration as well.

The group also talked about how to recruit new members and trying to find a number of advisory committee members that will work moving forward. In the past, the committee had 11 members. The group felt that this number is probably too high and not necessary. A more appropriate number of committee members may be in the 6-8 range. The plan for our next meeting is to identify possible user groups that should be included in the committee and form a plan to gain new members. Rick Rosen, who is interested in joining the advisory committee, suggested that we have liaisons who work with the committee and talk with those groups.

Election of officers was decided to be delayed until a future meeting date.

The meeting adjourned at 6:29 p.m.

Respectfully submitted,

Josh Pedersen
Committee Clerk

Eau Claire County Parks and Forest Citizens Advisory Committee Application

Name: RICHARD (RICK) ROSEN

Address: E20180 FASKE RD, AUGUSTA, WI 54722

Occupation: CONSERVATION WARDEN - REGIONAL CAPTAIN

Date: 11/03/2021 Home Phone: (715) 826-4567 Work/Other Phone: (715) 781-8153

Please respond to the following questions to assist the Committee on Parks and Forest in evaluating your application. You may attach additional pages or write on the back if needed.

1. Are you a member of any conservation/outdoor related organization? If so, please list the organization(s), your year(s) of membership, and any office(s) held.

WCWA/WCEF - WISCONSIN CONSERVATION WARDEN ASSOC / WIS CONSERVATION EDUCATION FOUNDATION
LIFETIME MEMBER SINCE 1999

2. List any specific ways you have utilized Eau Claire County's parks and forest areas/facilities. (List specific parks, recreation, or forest areas.)

LAKE EAU CLAIRE ASSOCIATION - 1 YEAR
HUNTING, FISHING, HIKING, FORAGING, SIGHT-SEEING, ATV'ING, DAY USE
I'VE VISITED MOST, IF NOT ALL, PARKS + FORESTS ON THE EAST HALF OF EAU CLAIRE COUNTY. I HAVE PATROLED SEVERAL.

3. Please comment on how your background, interest, and experiences would benefit the county as a member of the advisory committee, and list any specific training you have had relating to natural resources.

I AM A 28 YEAR VETERAN OF DNR SERVICE AS A RANGER AND CONSERVATION WARDEN. I HAVE A BS - WILDLIFE + MINOR - NAT RES LAW ENF. FROM UW-STEVENS POINT. EXTENSIVE OUTDOOR + CUSTOMER SERVICE BACKGROUND.

4. Why do you wish to be appointed to the advisory committee?

AS MY CAREER WINDS DOWN (RETIRE NEXT YEAR) I'D LIKE TO STAY INVOLVED WITH MY COMMUNITY IN WAYS THAT RELATE TO MY OUTDOOR + EDUCATIONAL/CUSTOMER SERVICE PASSION.

5. If there were one thing you could change pertaining to the county parks and forest, regardless of any limitations (such as budget, manpower, etc.), what would you want to change?

I'D LIKE TO SEE MORE MAINT + UPKEEP OF DAY USE AREAS, BOAT LAUNCHES + PARKING AREAS. CONTINUED DEVELOPMENT OF HIKING + BIKING OPPORTUNITIES. REMOTE CAMPING OPPORTUNITIES.

6. What do you feel are some of the biggest issues that need to be addressed by the Eau Claire County Parks and Forest department?

I AM A PROponent OF ALLOWING PUBLIC INPUT. I WOULD BE CURIOUS TO SEE WHEN THE LAST STAKEHOLDER SURVEY WAS COMPLETED AND WHAT THE RESULTS WERE.

7. Additional comments

I LOOK FORWARD TO LEARNING MORE ABOUT THE HISTORY + DIRECTION OF OUR COUNTY RESOURCES. A STATE PERSPECTIVE TO A COUNTY PERSPECTIVE WILL BE ENJOYABLE FOR ME.



Mutual Nondisclosure Agreement

THIS AGREEMENT (“**Agreement**”) is made as of the ___ day of _____, 20__ (“**Effective Date**”), by and between Blue Source, LLC a Utah Limited Liability Company headquartered at 2825 E. Cottonwood Parkway, Suite 400, Cottonwood Heights, Utah 84121 (hereinafter “**Bluesource**”) and _____ headquartered at _____ . In this Agreement _____ and Bluesource are collectively referred to as the “**Parties**” and are individually referred to as a “**Party**”.

1. *Purpose:* Either Party may disclose certain confidential or proprietary business, trade, technical, or other information to the other Party to facilitate certain potential business transactions. Such information is provided for evaluation purposes only and must be used in accordance with this Agreement. In consideration of the Receiving Party being granted access or continued access to such information, the Parties agree as follows:

2. *Confidential Information.*

(a) “**Confidential Information**” means all information relating to the business, services, and/or products of the Disclosing Party or a third party, including without limitation any research, products, services, ideas, know-how, business plans, inventions, processes, designs, specifications, software, distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, or employee information that (i) is disclosed by one Party or on its behalf (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) or its Representatives (as defined below), directly or indirectly, in writing, orally, electronically, or by drawings or inspection; and (ii) is not included in one of the **EXCEPTIONS** set forth below.

(b) **EXCEPTIONS:** Each Party’s obligations under this Agreement with respect to any portion of the other Party’s Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (i) is now or later becomes available in the public domain other than by a breach of this Agreement or any confidentiality obligation owed to the Disclosing Party; (ii) is rightfully received from a third party without, and not in breach of, any obligation of confidentiality; (iii) is independently developed by employees or agents of the Receiving Party without direct or indirect access to or use of the Confidential Information of the Disclosing Party; (iv) is known to the Receiving Party at the time of disclosure without an obligation of confidentiality; or (v) is produced in compliance with applicable law or a court order, provided that the Receiving Party first gives the Disclosing Party reasonable notice of such law or order and gives the Disclosing Party opportunity to oppose and/or attempt to limit such production, unless the law or court order prohibits giving of such notice. In such case, the Receiving Party will only disclose those portions of the Confidential Information that are legally required and will use reasonable efforts to maintain the confidential treatment of such Confidential Information; (VI) Eau Claire County is a Governmental Body also known as a Quasi-Governmental Corporation located in Eau Claire, Wisconsin; as

such, Eau Claire County and this agreement are subject to Wisconsin statutes, included but not limited to Wisconsin Chapter 19, Open Meetings statutes, and Open Records requests. Disclosures of information including confidential information in compliance with Wisconsin transparency statutes are exempt from this nondisclosure agreement.

3. *Non-use and Nondisclosure.* The Receiving Party shall disclose Confidential Information only to its employees, members, officers, affiliates, registered representatives, agents, and advisors (“**Representatives**”), and shall limit dissemination of Confidential Information to such Representatives who have a need to know the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information and are under an obligation of confidentiality no less stringent than that contained herein. Receiving Party may use Confidential Information only for pursuing the Purpose set forth above. The Receiving Party shall take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use of, the Disclosing Party’s Confidential Information as it uses with its own confidential information. Furthermore, the existence of this Agreement, and any business negotiations, discussions, consultations or agreements in progress between the Parties shall not be disclosed or released in any form without the prior written approval of both Parties. The Receiving Party shall reproduce the Disclosing Party’s proprietary rights and confidentiality notices on any such copies in the same manner in which such notices were set forth in or on the original. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information of which it becomes aware and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or breach of this Agreement. The Receiving Party shall be liable for any and all disclosures to a third party in violation of this Agreement by its Representatives.

4. *No License/Work Product.* Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trademark, trade secret, or other proprietary right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information. Title

to any and all Confidential Information disclosed by either Party in connection with the Purpose shall remain exclusively with the Disclosing Party.

5. *Warranty.* Each Party warrants and represents that it possesses the right to lawfully make the disclosures subject to this Agreement. The Disclosing Party shall have no liability for any errors or omission in or decisions made by the Receiving Party in reliance on any Confidential Information disclosed under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. Each Party represents and warrants that its obligations under this Agreement do not and will not conflict with any of its obligations to any third party.

6. *No Further Rights.* Nothing herein shall require either Party hereto to (i) disclose any Confidential Information to the other or (ii) enter into any further agreements with the other Party. Neither this Agreement nor receipt of Confidential Information hereunder shall limit either Party's independent development and marketing of products or systems involving technology or ideas similar to those disclosed, nor will this Agreement or receipt of Confidential Information hereunder prevent the Receiving Party from undertaking similar efforts or discussions with third parties, provided the Receiving Party complies with this Agreement. This Agreement does not form any agency, partnership, joint venture, or other business arrangement between the Parties.

7. *Term.* The term of this Agreement shall be for the period beginning on the Effective Date and ending one (1) year thereafter, which shall be the Disclosure Period except that either Party may terminate this Agreement upon ten (10) days prior written notice of termination to the other Party. Notwithstanding the foregoing, the period of confidentiality and restricted use for each disclosure of Confidential Information shall be five (5) years from the date of termination or expiration.

8. *Return of Materials.* The Receiving Party shall, upon the written request of the Disclosing Party: (i) return to the Disclosing Party or destroy (at the election of the Receiving Party) all Confidential Information delivered to the Receiving Party under this Agreement, and (ii) if it elects to destroy such Confidential Information, confirm to the Disclosing Party that all such Confidential Information has been destroyed. Notwithstanding the foregoing sentence, the Receiving Party and its Representatives may retain copies of Confidential Information in accordance with

its internal record retention policies for legal, compliance, or regulatory purposes, and Receiving Party may retain copies of Confidential Information that are stored on Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof. All Confidential Information so retained shall remain subject to the terms of this Agreement.

9. *Miscellaneous.*

(a) Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting a bond.

(b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(c) Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party; such consent shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the Parties hereto and its respective successors and assigns.

(d) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either Party on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion.

(e) This Agreement shall be governed and interpreted in accordance with the law of the State of Wisconsin, without reference to conflict of principles. Venue for any disputes which may arise under this Agreement shall be in the state or federal courts in and for Eau Claire, Wisconsin.

(f) The rights and obligations set forth in Sections 2, 3, 4, 6, 7 and 8 shall survive the expiration or termination of this Agreement for five (5) years.

(g) This Agreement sets forth the entire understanding and agreement of the Parties with regard to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements, arrangements and understandings related to the subject matter hereof. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with any Confidential Information, this Agreement shall control. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. This Agreement may be executed in counterparts. An electronic reproduction of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.

BLUE SOURCE, LLC

By:
Its:

By:
Its: