

AGENDA

Eau Claire County

• Committee on Parks & Forest •

Monday, October 10, 2022

4:00 pm

Room AG 103 and 104

Dial In: +1-415-655-0001 **US Toll Access Code:** 2594 338 8203 **Meeting password:** 2WqpWPgfe44

For those wishing to make public comment, you must e-mail Winnie Parker at

Winnie.Parker@eauclairecounty.gov at least 60 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. Roll Call
3. Review/Approval of Committee Minutes - **Discussion/Action**
 - a. September 12, 2022
4. Public Comment
5. Resolution 22-23/059 Authorizing Corporation Counsel to Enter into an agreement with Taylor Creek Development, Eau Claire Sand and Gravel, and Mathy Construction Co. to accept their offered donation of land - **Discussion/Action**
6. Resolution 22-23/061 Resolution granting utility easements to Eau Claire Energy Cooperative in the NE-NE of Section 13, Township 26 North, Range 7 West, Town of Lincoln, Eau Claire County, Wisconsin; and the SW-SE of Section 29, Township 26 North, Range 5 West in the Town of Bridge Creek, Eau Claire County, Wisconsin - **Discussion/Action**
7. Resolution 22-23/067- Resolution requesting to develop a Forest Carbon Credit Offset Project in Eau Claire County - **Discussion/Action**
8. Update on Parks and Programs Manager Position - **Discussion/Action**
9. Advisory Committee Update - **Discussion/Action**
10. Update on Lake Altoona Beach Parking Lot project - **Discussion/Action**
11. Director's Report
12. Future Committee Meetings and Items for Discussion

Next Meeting – October 21, 2022, at 11:30 am at the AG center – Fall Forestry Tour
November 14, 2022, at 5 pm
13. 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, September 12, 2022, at 5:00 p.m.

Agricultural and Resource Center

227 1st Street West., Altoona – Room 103 and 104

Members Present: Joe Knight, Tami Schraufnagel, Jodi Lepsch, Missy Christopherson

Others Present: Josh Pedersen, Jody Gindt, Erika Gullerud, Matt Theisen, Kyle Johnson, Michele Skinner, Jody Shong, Scott Williamson, Kim Grabinski, Dave Paukner, John Krumenauer, Jackie Krumenauer

Call to Order Committee on Parks & Forest and confirmation of meeting notice

Chairman Knight called the meeting to order at 5:00 pm and confirmed public posting of the meeting.

Public Comment

No members of the public wished to make comment.

Review of August 8, 2022, Committee Meeting Minutes

Supervisor Schraufnagel motions to approve the minutes from August 8, 2022. All in favor.

Request to move Coon Fork Office Building

Jody Shong made a presentation asking for permission for her group to move the Coon Fork log cabin office. Shong explained that there would be no expense to the County for the project. Supervisor Lepsch motioned to approve moving of the cabin, contingent on Corporation Councils office drafting an agreement, and completion of the move by November 30, 2022. All in favor.

Lake Eau Claire Clubhouse Study Presentation

Kim Grabinski and Dave Paukner from CBS Squared presented information on the Lake Eau Claire Clubhouse study. The report recommended two phases: phase 1 involves converting the current clubhouse into an open-air structure and phase 2 consists of constructing a new clubhouse building. Supervisor Christopherson motioned to move forward with Phase 1 as part of the 2023 budget and work plan, while supporting building a new clubhouse building in the future years. All in favor.

Memorial Bench request by Amy Grelle

Supervisor Lepsch motions to approve the placement of a memorial bench along the Evergreen trail in remembrance of Orrin Rongstad. All in favor.

Entering into agreement with ANEW to develop a Carbon Offset Project on Eau Claire County Forest Lands

Public comment was received from Kevin Stelljes on this topic and distributed to all committee members. Discussion was had on the pros and cons of entering the carbon credit market. This topic will be brought back at the October meeting with a resolution for the committee to consider.

Director's Report

Director Pedersen provided an update on several capital projects occurring within the parks to the committee.

Fall Forestry Tour

A fall forestry tour date was decided on. Friday, October 21st at 11:30 AM committee members will gather at the Ag Center in Altoona for a fall tour. Parks and Forest advisory committee members will be invited as well.

Future Parks & Forest Committee Meetings and Items for Discussion

Next Parks & Forest committee meeting date is set for October 10, 2022, at 4:00 p.m.

Committee on Parks & Forest Adjournment

The Committee on Parks & Forest adjourned at 7:18 p.m.

Respectfully Submitted by,

Josh Pedersen
Committee Clerk
Director – Parks & Forest

FACT SHEET

TO FILE NO. 22-23/059

The Land Stewardship Committee and multiple departments have been working with Taylor Creek Development, Eau Claire Sand & Gravel, and Mathy Construction regarding their intent to make a substantial donation to Eau Claire County. Candy Anderson has been leading the donation project on behalf of Paul Ayres, Charlie Ayres, and Neil Bakke.

The land donation consists of sixteen different parcels, shown in Exhibit A. The parcels are a mix of wood lots, waterfront, and prior work sites. Due to certain DNR requirements and the reclamation process an agreement is required to identify and clarify responsibility. Taylor Creek Development, Eau Claire Sand & Gravel, and Mathy have agreed to complete all their obligations.

Fiscal Impact: between \$35.00

Respectfully Submitted,

Charles R. Ellefsen, III
Corporation Counsel

3 AUTHORIZING CORPORATION COUNSEL TO ENTER INTO AN AGREEMENT
4 WITH TAYLOR CREEK DEVELOPMENT, EAU CLAIRE SAND AND GRAVEL, AND
5 MATHY CONSTRUCTION CO. TO ACCEPT THEIR OFFERED DONATION OF
6 LAND

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8 WHEREAS, under Wis. Stat. § 59.52 (19), the county board may accept gifts for any
9 governmental purpose within the powers of the county; and

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11 WHEREAS the Eau Claire County Land Stewardship Program was created in 2009; and

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13 WHEREAS one of the primary purposes of the Program is to "Purchase or accept donation
14 of land through fee title or other interest in land for future community needs."; and

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16 WHEREAS Taylor Creek Development, Eau Claire Sand and Gravel and Mathy
17 Construction Co., (Contributor), has provided a written offer to donate approximately 243 acres of
18 property, located adjacent to the Chippewa River in the Town Brunswick as shown in Exhibit A;
19 and

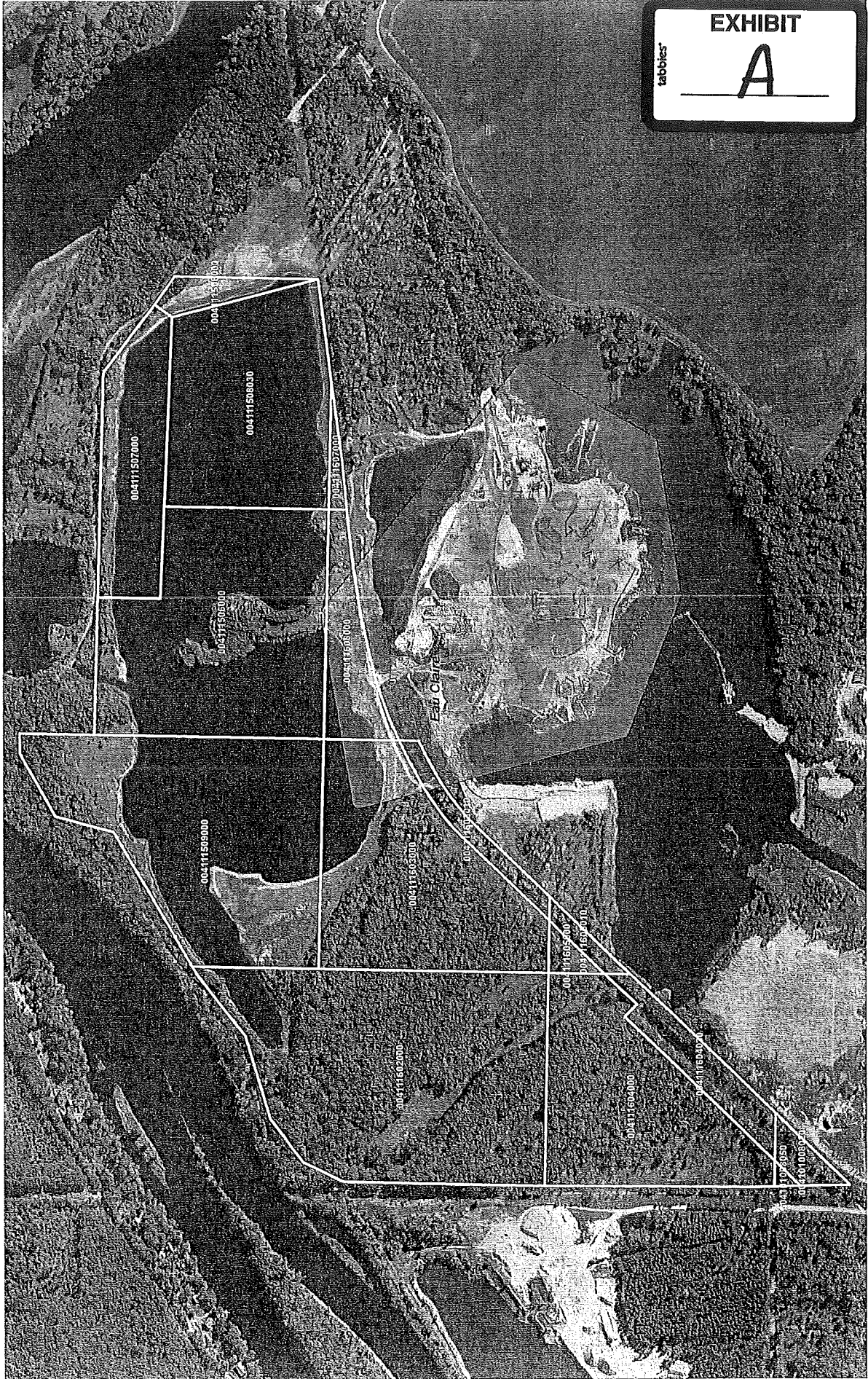
20
21 WHEREAS the Land Stewardship Program Policy defines a specific procedure for
22 accepting donations of land as follows:

- 23 1) Provide a Draft Letter of Intent to the Contributor a Draft Letter of Intent, WHICH WAS
- 24 PROVIDED ON 08/02/2022; and
- 25
- 26 2) Conduct an Environmental site assessment to document the history of land use and potential
- 27 risk of environmental contamination, WHICH WAS COMPLETED BY AYRES, AND
- 28 FOUND TO BE WITHOUT MATERIAL ISSUES; and
- 29
- 30 3) Complete a Valuation of the property either by mutual agreement or appraisal, WHICH
- 31 WAS COMPLETED BY A THIRD PARTY AND AGREED TO BE BETWEEN \$853,383
- 32 AND \$1,339,459; and
- 33
- 34 4) Conduct a title search to assure no issues with the title to the subject properties, WHICH
- 35 WILL BE COMPLETED BY CORPORATION COUNSEL.
- 36
- 37

38 NOW THEREFORE BE IT RESOLVED by the undersigned Committees and the County
39 Board of Supervisors that Corporation Counsel is directed to draft an agreement with any required
40 conditions or terms, and with appreciation and gratitude to the Contributor, to take such steps as
41 necessary to transfer title of the subject property to Eau Claire County.

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43 BE IT FURTHER RESOLVED that the Eau Claire County Clerk is authorized to sign said
44 documents of title transfer.

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tabbies®
EXHIBIT
A

1 inch = 500 feet
On 11x17 Paper

Mathy/Taylor Grange Donation
2/21/2022

Mathy-Taylor Creek Donation

ComputerNum	PIN	Acreage
EAU CLAIRE SAND & GRAVEL CO INC		
004111603010	1800422710353100002	3.0000
004111604030	1800422710353300004	5.4000
004111605010	1800422710353400002	1.2500
	Sum:	9.65
MATHY CONSTRUCTION CO		
004111506000	1800422710351300001	35.5200
004111508030	1800422710351400005	27.0700
004111608000	1800422710354200001	6.2000
	Sum:	68.79
MATHY CONSTRUCTION COMPANY		
004111607000	1800422710354100002	0.5000
	Sum:	0.5
TAYLOR CREEK DEVELOPMENT		
004101008020	1800422610022200002	2.0860
004101008050	1800422610022200005	0.2440
004111507000	1800422710351400001	13.0600
004111508000	1800422710351400002	2.5500
004111509000	1800422710350030001	38.6500
004111602000	1800422710350020002	55.3300
004111603000	1800422710353100001	27.9718
004111604000	1800422710353300001	23.6035
004111605000	1800422710353400001	1.1027
	Sum:	164.598
Grand Total:		243.538

FACT SHEET
TO FILE NO. 22-23/061

Eau Claire Energy Cooperative is requesting an easement in the Town of Bridge Creek and the Town of Lincoln. The easements allow for Eau Claire Energy Cooperative to have the right to use and access to the properties for service of utilities.

One easement covers the Harstad County Park. There is currently no power at the site. A new pavilion is being constructed that will require the running of new utility lines to supply the pavilion with power.

The second easement is in regard to Coon Fork Park. A new office building is being constructed. The current service is undersized for the new building and the current transformer needs to be moved with the building project. Thus, the easement is required to properly size the service line coming into the new building and relocate the transformer to comply with the building codes.

FICAL IMPACT: \$0.00

Respectfully submitted,
Josh Pedersen
Parks and Forest

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3 RESOLUTION GRANTING UTILITY EASEMENTS TO EAU CLAIRE ENERGY
4 COOPERATIVE IN THE NE-NE OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 7 WEST,
5 TOWN OF LINCOLN, EAU CLAIRE COUNTY, WISCONSIN; AND THE SW-SE OF
6 SECTION 29, TOWNSHIP 26 NORTH, RANGE 5 WEST IN THE TOWN OF BRIDGE CREEK,
7 EAU CLAIRE COUNTY, WISCONSIN
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9 WHEREAS, Eau Claire County owns county forest land known as Harstad County Park
10 and Coon Fork County Park; and
11

12 WHEREAS, Eau Claire County lands are administered by the Parks and Forest
13 Department; and
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15 WHEREAS, Eau Claire Energy Cooperative is requesting easements to Harstad County
16 Park and Coon Fork County Park; and
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18 WHEREAS, the areas affected by the two easements cover the described parcels
19 and set forth in the proposed easement and attached as Exhibit "A" and Exhibit "B;" and
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21 WHEREAS, Eau Claire County is in need of power for a new pavilion in Harstad County
22 Park and a new office building located at Coon Fork County Park; and
23

24 WHEREAS, Eau Claire Energy Cooperative requires the ability to maintain and service said
25 utilities; and
26

27 WHEREAS, the utility easement allows right of use and access for service.
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29 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Clerk is authorized
30 to sign all documents necessary to transfer the aforementioned easement to the Eau Claire Energy
31 Cooperative.
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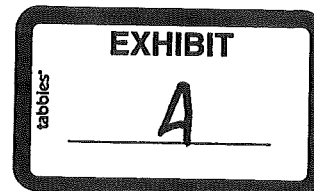
33 ADOPTED
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Committee on Parks and Forest

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46 Dated this ____ day of _____ 2022.

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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,

Return to:

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

Parcel No: 0021059606000

W.O. Number: 22306

¹Unless changed in this footnote:

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

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.

Additional space for legal description or special provisions:

Section 29, Township 26 North, Range 05 West

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

THE SW-SE OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 5 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)

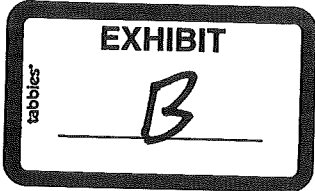
Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

Drafted by: Pam Corkill, an employee of Eau Claire Energy Cooperative

Rev. 03/2016



UTILITY EASEMENT AGREEMENT

EAU CLAIRE COUNTY

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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: 012102602000

W.O. Number: 22318

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.

Additional space for legal description or special provisions:

Section 13, Township 26 North, Range 07 West

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

THE NE-NE OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 7 WEST, TOWN OF LINCOLN, 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: _____

Drafted by: Nathan Karnes, an employee of Eau Claire Energy Cooperative

Rev. 03/2016

FACT SHEET

TO FILE NO. 22-23/067

A carbon credit is a digital tradable certificate confirming that one ton of CO₂ (or equivalent greenhouse gas) has been averted in a given year by an environmental project or business. These Carbon Credits are verified by an international standards agency such as the American Carbon Registry (ACR) or other standards. Carbon Credits are typically bought by businesses or individuals seeking to offset their carbon footprints. They are created by environmental projects preserving the rainforest, or investment in technology that reduces/removes CO₂ emissions from the atmosphere.

Once a Carbon Credit project proves through a process of qualification and quantification that it has reduced, removed, or avoided greenhouse gas emissions, verified credits from that project are made available within the carbon market (on trading exchanges or blockchain networks) as carbon credits.

There are two types of Carbon Markets:

1. Mandatory or Compliance Market
2. Voluntary Market

Anew, formerly known as Bluesource, is a prominent company and has been developing and selling carbon credits in North American markets since 2001. Anew has worked with the Eau Claire County Parks and Forest Department on a Voluntary Market proposal since May of 2021. Based on County owned forest and park lands it has been determined that Eau Claire County owns 37,845 acres of available and appropriate lands. Those lands are expected to produce 714,000 voluntary carbon credits over the first ten years in said program. At current market prices those credits would sell for an estimated \$9.46 million.

Anew's proposal is to inventory, verify, and manage the carbon credits before marketing and selling the credits on the voluntary exchange. Anew would front the initial costs of said work. Upon the sale of the carbon credits Anew would retain 25% of the return from the sale of each credit and Eau Claire County would retain the remaining 75% return. The contract with Anew is set for a term of ten years.

While the contract with Anew is set for ten years, Eau Claire County would continue to have obligations to monitor and inventory the lands per the requirements of the ACR on a set schedule for a total of 40 years.

Fiscal Impact: \$0.00

Respectfully Submitted
Parks and Forest Director
Josh Pedersen

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RESOLUTION REQUESTING TO DEVELOP A FOREST CARBON OFFSET PROJECT IN EAU CLAIRE COUNTY

WHEREAS, since May of 2021, the Parks and Forest Department has researched the merits of enrolling Eau Claire County owned lands in a carbon offset program; and

WHEREAS, the Parks and Forest Department recommends the development of a carbon project, involving the majority of Eau Claire County Forest lands for participation in the voluntary carbon market under the American Carbon Registry (ACR) Improved Forest Management (IFM) program; and

WHEREAS, the Parks and Forest Department recommends working with a carbon contractor to assist in the development of a project that would include marketing and selling carbon offsets; and

WHEREAS, Anew, LLC, is a prominent leader in North American carbon markets since 2001 and has developed the continent's largest portfolio of carbon credits. Anew plays a dominant role in domestic forest carbon development and marketing, including a major presence in the Lake States, and is responsible for over 60% of all carbon credits developed and registered as part of the ACR /FM program; and

WHEREAS, Anew, LLC has developed a carbon project proposal for Eau Claire County that includes a majority of the county forest, in addition to other County owned lands; and

WHEREAS, as part of the proposal presented by Anew, LLC, it is estimated that a forest carbon offset project involving the County Forest, has the potential to generate \$9.46 million dollars in new net revenue within the first ten years of the program; and

WHEREAS, for the entire length of the contract with Anew, LLC, including all aspects of carbon offset project development and administration, marketing and selling of carbon credits, there would be no direct out-of-pocket budgetary expenses incurred by Eau Claire County; and

WHEREAS, the future revenues received from the registration and sale of carbon offsets would be placed in a Non-lapsing fund. The funds would be reserved to fund projects that support the County's mission to become Carbon Neutral by 2050 as approved in Resolution 19-20/003. These projects could include: funding future forest land purchases, projects that promote and encourage sustainable practices, habitat related projects on county lands, and any other projects that encourages reduction of our carbon footprint.

1 NOW, THEREFORE BE IT RESOLVED that the Eau Claire County Board of
2 Supervisors authorizes the Eau Claire County Parks and Forest Director and County
3 Administrator on behalf of Eau Claire County, in consultation with Eau Claire County
4 Corporation Counsel, and upon confirmation from the Wisconsin DNR that there are no
5 conflicts with Wis. Stat. § 28.11 {Administration of County Forests), to develop a 40 year
6 forest carbon offset project for all appropriate County Forest and other County owned lands,
7 excluding other lands deemed not appropriate, for participation in the voluntary carbon market
8 under the American Carbon Registry {ACR) Improved Forest Management (IFM) program.
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10 BE IT FURTHER RESOLVED, that, the Parks and Forest Director and County
11 Administrator are authorized to negotiate and execute a 10-year contract directly with Anew,
12 LLC to assist in the development of said forest carbon project, in consultation with Eau Claire
13 County Corporation Counsel and upon confirmation from the Wisconsin DNR that there are
14 no conflicts with Wis. Stat. § 28.11.
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16 ADOPTED:

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26 Committee on Parks and Forest

27 VOTE: _____ AYE _____ NAY

28 Dated this ____ day of _____ 2022.
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42 Committee on Administration

43 VOTE: _____ AYE _____ NAY

44 Dated this ____ day of _____ 2022.
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