

AGENDA

Eau Claire County

• **Committee on Parks & Forest** •

Monday, June 10, 2024, 4:00 p.m.

Room AG 103 and 104

Join from the meeting link.

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=mb2ee3476e25aa45fe87d26ec81fd9c9e>

Join by meeting number.

Meeting number (access code): 2533 733 9036

Meeting password: FHjpf6jjK72

For those wishing to make public comment, you must e-mail Kimberly Watnemoe at Kimberly.watnemoe@eauclairecounty.gov at least 60 minutes prior to the start of the meeting. 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. May 13, 2024
4. Public Comment
5. Cell Tower Lease at Exposition Center - **Discussion/Action**
6. Resolution 24-25/041 Granting Utility Easement to Eau Claire Energy Cooperative in the Town of Lincoln, Eau Claire County, WI - **Discussion/Action**
7. Director's Report
8. Future Committee Meetings and Items for Discussion

Next Meeting – July 08, 2024, at 4 pm

9. Adjourn

Prepared by Kimberly Watnemoe, 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, May 13, 2024, at 5:00 p.m.

Agricultural and Resource Center

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

Members Present: Joe Knight, Tami Schraufnagel, Michele Skinner, Christy Tomczak, Cory Sisk

Others Present: Josh Pedersen – Director, Jody Gindt – Supervisor, Kimberly Watnemoe – Administrative Specialist III (Committee Clerk), Erika Gullerud – Finance Analyst, Kyle Johnson – DNR County Forest Liaison, Brian Chapit – Lights in the Valley

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

Chair Pro Tempore Tami Schraufnagel called the meeting to order at 5:00 p.m and confirmed public posting of the meeting.

Election of Committee Officers

1. Parks and Forest Committee Chair – Supervisor Skinner nominated Joe Knight for Parks and Forest Committee Chair. Knight accepted. All in favor.
2. Parks and Forest Committee Vice Chair – Chairman Knight nominated Tami Schraufnagel for Parks and Forest Committee Vice Chair. Schraufnagel accepted. All in favor.
3. Appointment of Clerk – Kimberly Watnemoe will remain Clerk.

Review of March 11, 2024, Committee Meeting Minutes

Supervisor Schraufnagel motioned to approve the minutes from March 11, 2024, with the correction regarding the Ski Striders information. All in favor.

Discussion of new Parks and Forest Committee Meeting Date/Time

Chairman Knight opened this item for discussion across the Committee and staff. A consensus was reached to move the meeting to 4:00pm on the 2nd Monday of the month. Supervisor Schraufnagel motioned to approve meeting at 4:00pm on the 2nd Monday of the month.

Public Comment

No members of the public wished to make comment.

Lights in the Valley Agreement 2024

Director Pedersen introduced this topic and explained what it was to the new committee members. Lights in the Valley would be a public service, providing a light show at the Expo Center grounds. This event wouldn't interfere with the curlers or the Lowes Creek east park entrance. Brian from Lights in the Valley also provided background information and why they have interest in utilizing the Expo Center for their light show. This would be a for-profit event with an online timed registration required to enter. This not only alleviates the need for a cash box, but it helps traffic flow so there are no backups. The draft contract was provided to committee members which included the rental fee the Parks and Forest Department would charge Lights in the Valley, as well as other stipulations like insurance and utilities. Supervisor Sisk motioned to approve the draft contract and allow the event to move forward. All in favor.

Approve 2024 Spring Timber Sales

DNR Liaison Johnson spoke about the 2024 Timber Sales. Normally, the committee would've seen the individual sales before they went to bid in April. However, due to not having a meeting we are presenting the sales and the winning bids together. Supervisor Gindt and Director Pedersen provided an overview/background on the forestry side of the department to the new committee members and fielded any questions they had. Johnson then reviewed the winning bids and discussed the two sales that did not sell. One sale will likely be resold at another bid opening and the other will potentially be added to another sale in the area to make it more desirable to loggers. Supervisor Skinner motioned to approve 2024 Spring Timber Sales as stated. All in favor.

Approve 2024 Spring Timber Extensions

Supervisor Gindt spoke about the 2024 Spring Timber Extensions. These extensions are required if a logger has not finished a logging job during the contracted two-year agreement. Loggers have the option to extend their contract with an increase in stumpage added to the overall bid price. Supervisor Gindt also provided some further background on the start to finish of the timber sale process. Supervisor Sisk motioned to approve 2024 Spring Timber Extensions. All in favor.

Carryforward Requests

Director Pedersen went through the Parks and Forest carryforward requests from 2023 to 2024 budget. The focus was directed to the Lake Eau Claire Clubhouse project. This project is more than previously budgeted due to a multitude of factors, including low engineer estimate from 2021, two phase project, and low interest in the bid which drove up the cost. Phase one of the project was demo, which is complete. Director Pedersen stressed that while the project will be 100,000 over projected, the department was not asking for more money. The additional amount needed was moved from other projects. Supervisor Schraufnagel motioned to adopt carryforward requests as stated. All in favor.

Closed Session

Committee went into closed session to discuss land sale in Seymour.

Director's Report

Director Pedersen provided a brief update on ongoing parks projects as well as an update on seasonal staff hiring.

Future Parks & Forest Committee Meetings and Items for Discussion

Next Parks & Forest committee meeting date is set for June 10, 2024, at 4:00 p.m.

Committee on Parks & Forest Adjournment

The Committee on Parks & Forest adjourned at 7:00pm.

Respectfully Submitted by,



Kimberly Watnemoe
Committee Clerk
Administrative Specialist III

May 7, 2024

Dear Members of the Committee on Administration for Eau Claire County Wisconsin,

Thank you for your consideration regarding the potential cellular tower opportunity on County property in the Eau Claire area. As requested, below are a few details of the project.

The County property located on Lorch Ave, Parcel 18221-2-260903-320-0001 (alternate parcel #221154904A) in the City of Eau Claire has been identified as a suitable location to meet network needs for improved cellular coverage in the area.

To place a tower, we would need to lease a small 100'x100' area of County property. Within the lease area would be a 75'x75' fenced compound to house the tower and all the necessary ground equipment. The compound will be surrounded by landscape screening to meet zoning requirements. Additionally, a 30' wide access utility easement from the nearest Right of Way to the lease area would be needed. Within that easement would be a 12' wide gravel driveway extending off the existing asphalt driveway entrance. The remainder of the easement space would be used for utilities such as power and fiber.

The company interested in leasing the space and building the tower is called The Towers, LLC, (Vertical Bridge). Vertical Bridge has hired Ramaker to represent them as their local Site Acquisition Firm. The lease is designed for a total duration of 50 years, consisting of an initial 5-year term with 9 additional automatic (5-year) terms thereafter.

We are currently anticipating a tower height of 195' with a 4' lightning rod at this location. Our initial placement suggestion is at the blue pin on this aerial view, but we are willing to work with you to determine the best location on the property to place a tower. The red outline is the ideal segment of the property to house the tower compound.



There are a few items to be aware of when placing the tower:

1. Needs to be placed a minimum of half the tower height from the nearest property line and/or Right of Way to meet necessary setbacks (approximately 100')
2. Cannot be placed in wetlands
3. Cannot be placed in a flood plain

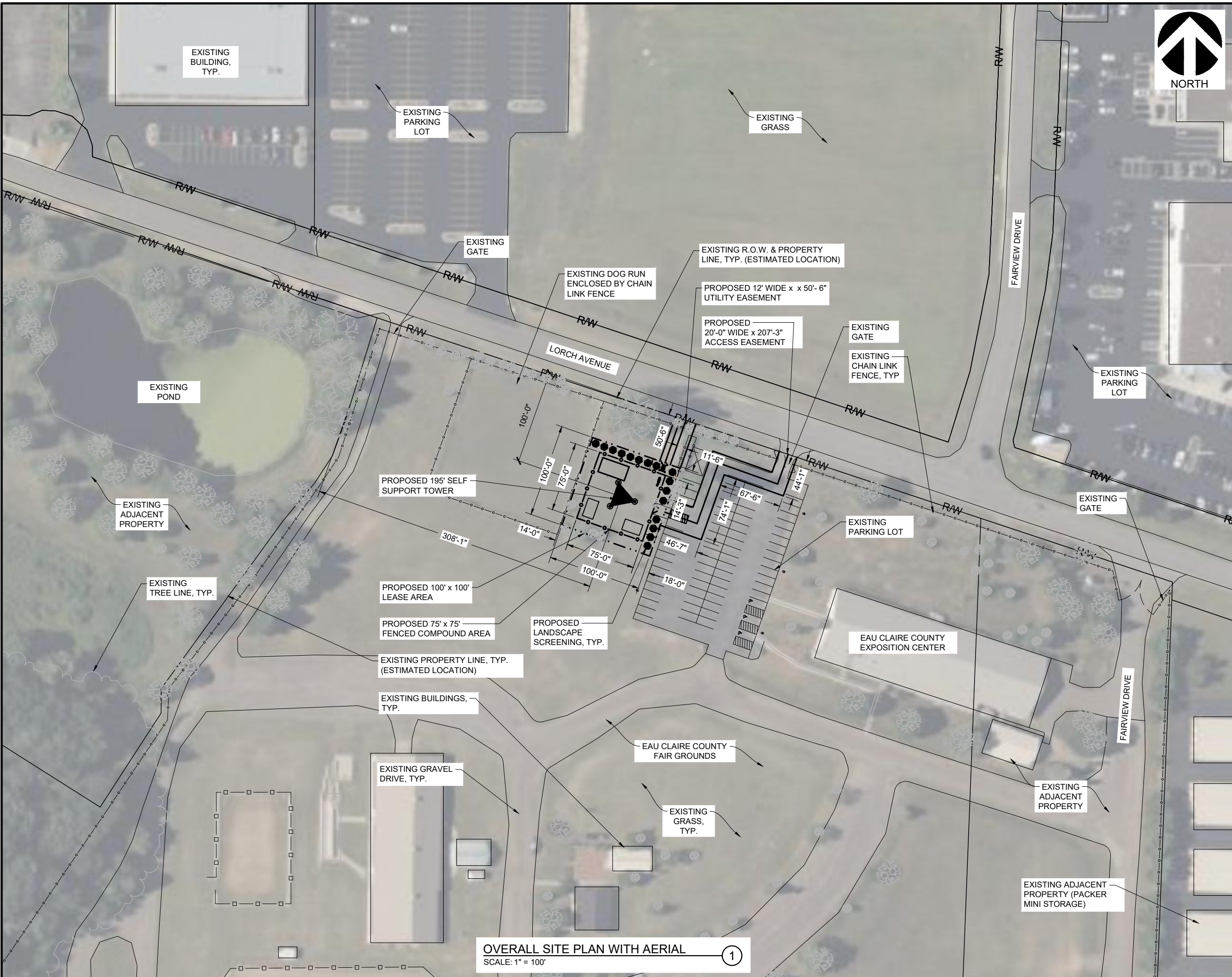
To kickstart the project, an option payment of \$2,000 would be made—a one-time payment due upon the full execution of the lease by Vertical Bridge. This payment is intended to reserve the site for up to 4 years, facilitating regulatory, zoning, and permitting processes. It also grants access for any required field work to design and prepare for the tower.

The Option is considered "initiated" approximately when construction begins. Upon commencement of construction by Vertical Bridge, monthly rent at a rate of \$1000 per month will commence. Annually, the rent will increase by 1.5% over the previous year. At these rates, the total cumulative rent over a 50-year lease would be \$884,193, which is the maximum compensation that Vertical Bridge will offer.

If you have any questions or would like further clarification, please reach out to me directly.

Thank you,

Chad Morgan
Project Manager



RAMAKER
 employee-owned
 (608) 643-4100 www.ramaker.com

verizon
 10801 BUSH LAKE ROAD
 BLOOMINGTON, MN 55438

Certification & Seal:

MARK	DATE	DESCRIPTION

ISSUE PHASE	DATE ISSUED
LEASE EXHIBIT	05/23/2024

PROJECT TITLE:
EAU CLAIRE SOUTH 5000954261

PROJECT INFORMATION:
 5530 FAIRVIEW DRIVE
 EAU CLAIRE, WI 53185
 EAU CLAIRE COUNTY

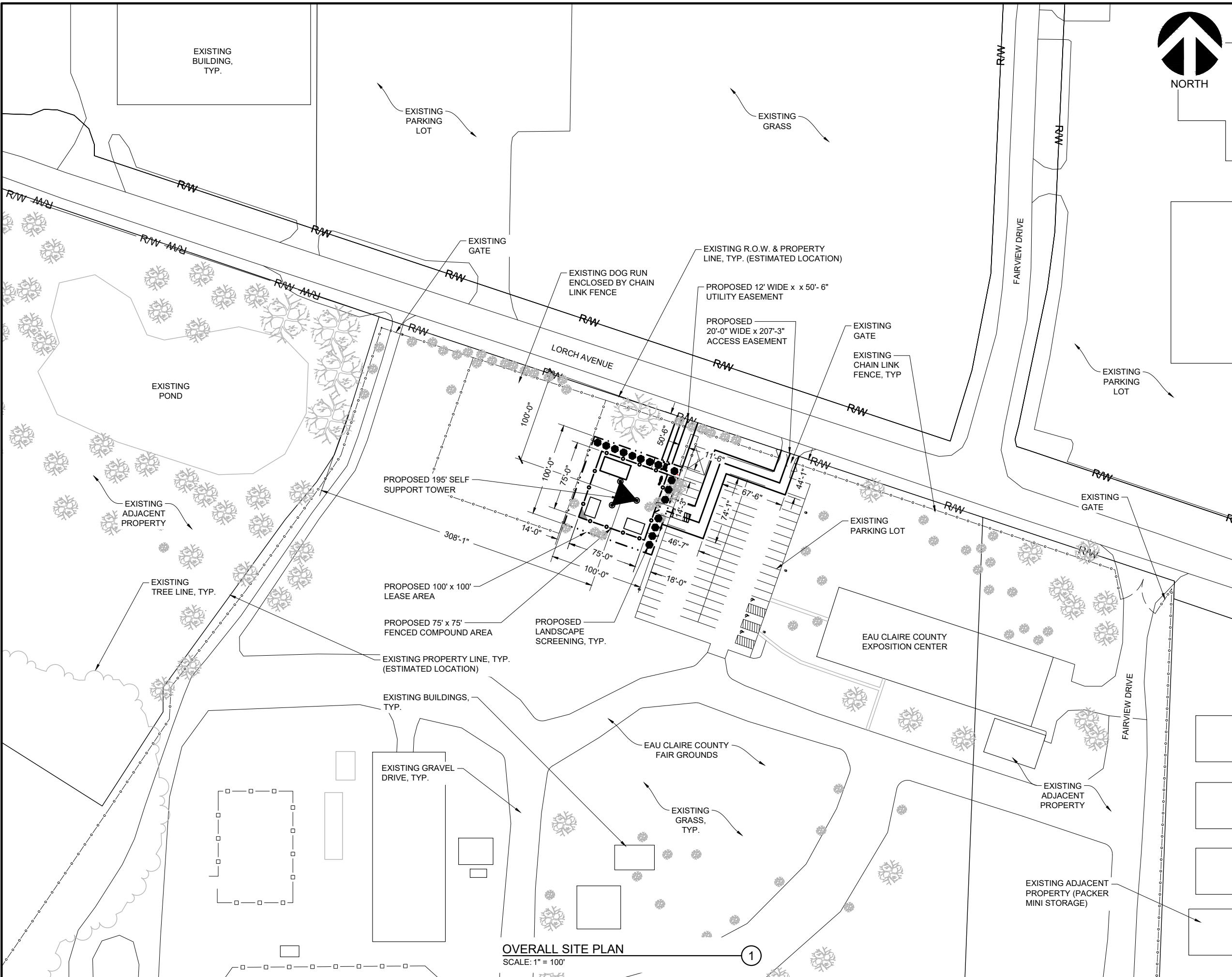
SHEET TITLE:
OVERALL SITE PLAN WITH AERIAL

0 50' 100' 200'

11" x 17" - 1" = 100'
 22" x 34" - 1" = 50'

PROJECT NUMBER: 60488
 SHEET NUMBER: A-1

OVERALL SITE PLAN WITH AERIAL ①
 SCALE: 1" = 100'



NORTH



RAMAKER
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10801 BUSH LAKE ROAD
 BLOOMINGTON, MN 55438

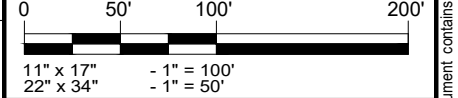
Certification & Seal:

MARK	DATE	DESCRIPTION	DATE ISSUED
ISSUE PHASE	LEASE EXHIBIT		05/23/2024

PROJECT TITLE:
**EAU CLAIRE SOUTH
 5000954261**

PROJECT INFORMATION:
 5530 FAIRVIEW DRIVE
 EAU CLAIRE, WI 53185
 EAU CLAIRE COUNTY

SHEET TITLE:
OVERALL SITE PLAN



PROJECT NUMBER: 60488
 SHEET NUMBER: A-2

OVERALL SITE PLAN
 SCALE: 1" = 100'

1

C:\Users\stevens\local settings\temp\Acp\publish_220060488_Eau Claire South_5000954261_LE Drawings_2024-05-21.dwg Printed by: steves on May 23, 2024 - 12:40pm
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 BLOOMINGTON, MN 55438

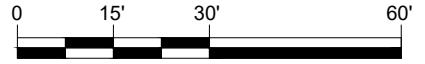
Certification & Seal:

MARK	DATE	DESCRIPTION
ISSUE PHASE	LEASE EXHIBIT	DATE ISSUED 05/23/2024

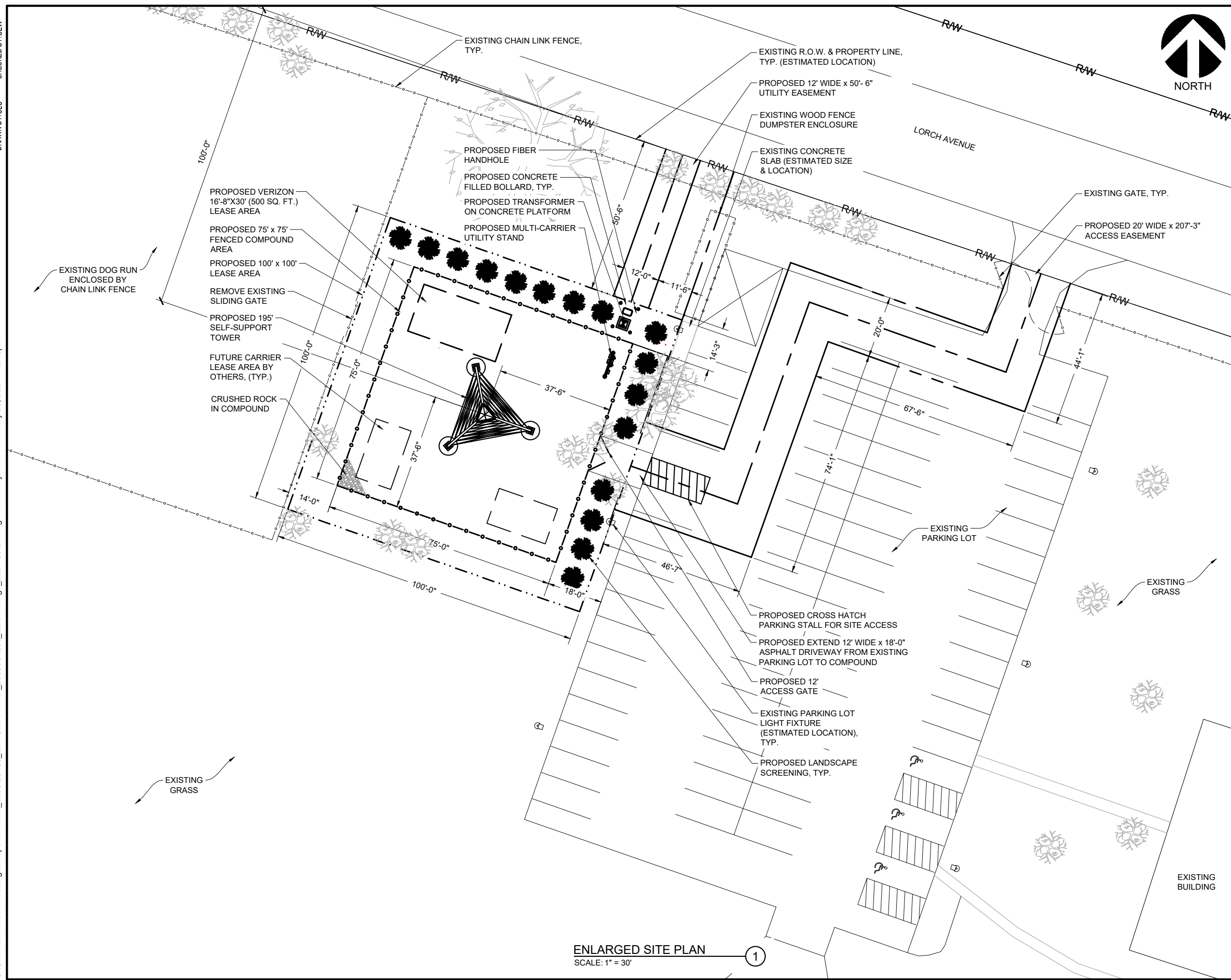
PROJECT TITLE:
**EAU CLAIRE SOUTH
 5000954261**

PROJECT INFORMATION:
 5530 FAIRVIEW DRIVE
 EAU CLAIRE, WI 53185
 EAU CLAIRE COUNTY

SHEET TITLE:
ENLARGED SITE PLAN

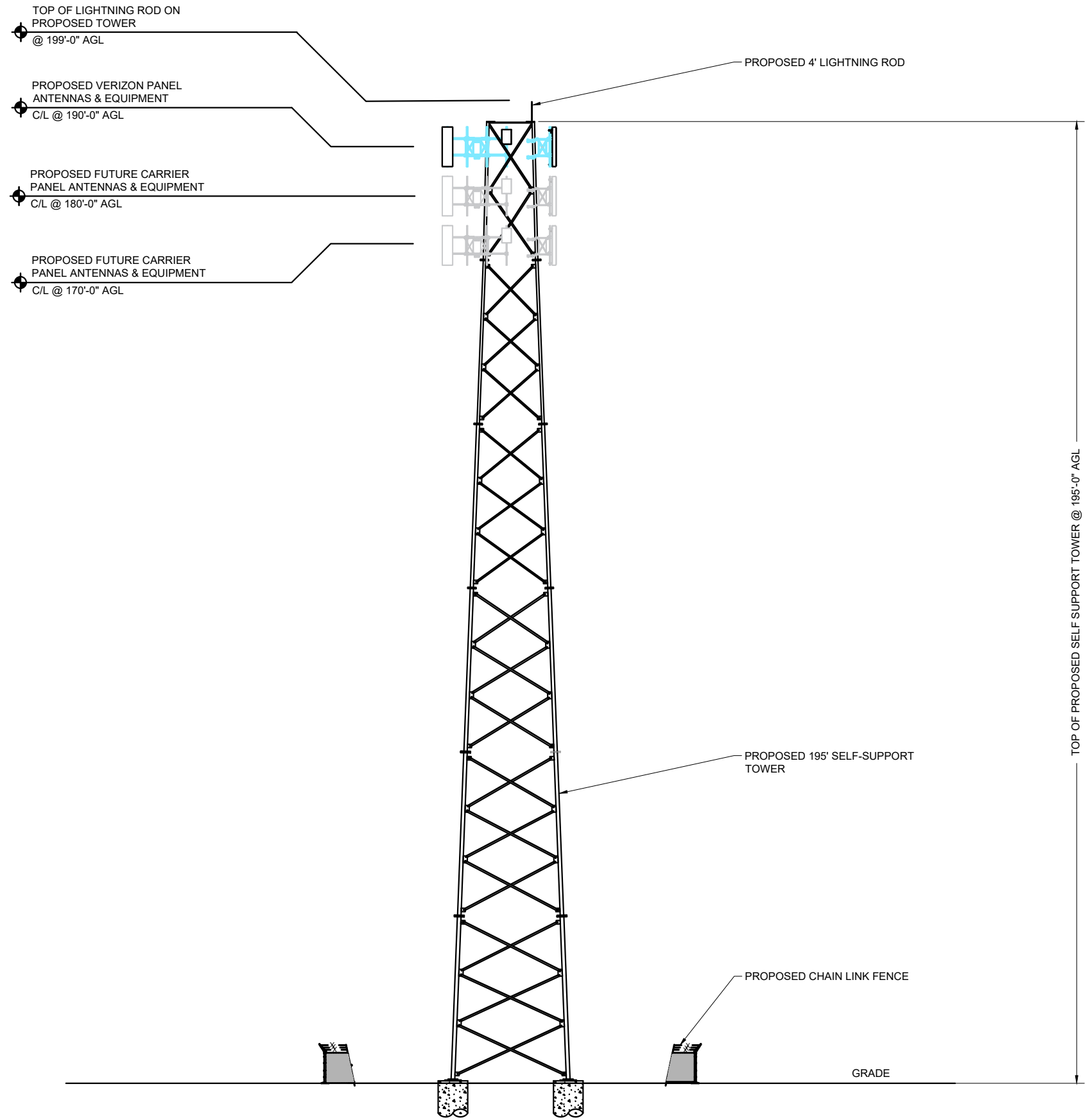
0 15' 30' 60'

 11" x 17" - 1" = 30'
 22" x 34" - 1" = 15'

PROJECT NUMBER: **60488**
 SHEET NUMBER: **A-3**



ENLARGED SITE PLAN
 SCALE: 1" = 30'

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TOWER ELEVATION ①
 SCALE: 1" = 25'



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Certification & Seal:

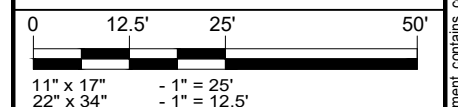
MARK	DATE	DESCRIPTION

ISSUE PHASE	LEASE EXHIBIT	DATE ISSUED	05/23/2024
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PROJECT TITLE:
**EAU CLAIRE SOUTH
 5000954261**

PROJECT INFORMATION:
 5530 FAIRVIEW DRIVE
 EAU CLAIRE, WI 53185
 EAU CLAIRE COUNTY

SHEET TITLE:
TOWER ELEVATION



PROJECT NUMBER: **60488**
 SHEET NUMBER: **A-4**

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: 012102606000

W.O. Number:

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 13 , Township 26 North, Range 07 West

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

THE N 10.47 AC OF THE SE-NE CFL SINCE 1965 SEE T-1734, LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 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: _____

FACT SHEET

TO FILE NO. 24-25/041

Eau Claire Energy Cooperative has requested an easement to install and maintain utility lines on lands owned by Eau Claire County, known as Harstad Park. Parks and Forest director, Josh Peterson, is collaborating with Eau Claire Energy Cooperative in the implementation of a previously approved and budgeted project installing a new 600 amperage service to the campground located in the park.

Fiscal Impact: \$0

Respectfully Submitted,

Josh Pedersen
Director Parks and Forest

2
3 GRANTING UTILITY EASEMENT TO EAU CLAIRE ENERGY COOPERATIVE IN THE
4 TOWN OF LINCOLN, EAU CLAIRE COUNTY, WISCONSIN

5
6 WHEREAS, Eau Claire County owns county forest land known as Harstad Park; and

7
8 WHEREAS, Eau Claire County lands are administered by the Parks and Forest Department; and

9
10 WHEREAS, Eau Claire Energy Cooperative is requesting easements to the Harstad Park area in order
11 to supply, install, and maintain electric hookups to the campground located within Harstad Park; and

12
13 WHEREAS, the areas affected by the easement are described and set forth in the proposed easement
14 and attached as Exhibit "A"

15
16 WHEREAS, Eau Claire County shall directly receive the utility service as true, just, and equitable
17 consideration of attached easement Exhibit A; and

18
19 WHEREAS, the utility easement allows right of use and access for service.

20
21 NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors grant
22 an easement to Eau Claire Energy Cooperative for the purpose of installing and maintaining utility
23 lines for at the campground located within Harstad Park; and

24
25 BE IT FURTHER RESOLVED that the County Clerk is authorized to sign all documents necessary
26 to transfer the aforementioned easement to the Eau Claire Energy Cooperative.

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28
29 ADOPTED

30 _____
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38 _____
39 _____
40 Parks and Forest Committee

41
42
43 VOTE: _____ AYE _____ NAY

44 CRE/yk
45