Resolution No. 02 -16

Resolution Calling for Public Hearing on
Proposed Amended Gandy Dancer Trail–Polk County Segment Master Plan

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, pursuant to Resolution No. 20-15, the Polk County Conservation, Development, Recreation and Education Committee has developed and submitted a proposed amendment to the 1990 Gandy Dancer Trail Master Plan-Polk County Segment; and

WHEREAS, the proposed amendment, Proposed Amended Gandy Dancer Trail –Polk County Segment Master Plan, updates the 1990 plan in its entirety and provides for limited motorized use consistent with intent of the Polk County Board of Supervisors; and

WHEREAS, due to the substantive changes contained in the Proposed Amended Gandy Dancer Trail –Polk County Segment Master Plan, the Polk County Conservation, Development, Recreation and Education Committee has recommended that the Polk County Board of Supervisors approve the proposed plan amendment for purposes of a public hearing to be held by the Committee.

NOW, THEREFORE, BE IT RESOLVED that, the Polk County Board of Supervisors approves the Proposed Amended Gandy Dancer Trail –Polk County Segment Master Plan, as attached hereto and incorporated herein, for purposed of conducting a public hearing.

BE IT FURTHER RESOLVED that the Conservation, Development, Recreation and Education Committee is directed to call and hold a public hearing on the Proposed Amended Gandy Dancer Trail –Polk County Segment Master Plan.

BE IT FURTHER RESOLVED that, following said public hearing, the Committee is directed to forward its final recommendations to Polk County Board of Supervisors, including those which may require final approval by the Wisconsin Department of Natural Resources or the State of Wisconsin Natural Resources Board.

(Continued on Page 2)

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	January 19, 2016
Submitted By:	
Review By County Administrator: ☐ Recommended ☐ Not Recommended ☑ Reviewed Only For Dana Frey Dana Frey, County Administrator	Review By Corporation Counsel: ☑ Approved as to Form ☑ Recommended ☐ Not Recommended ☐ Reviewed Only Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on the 19th of January 2016, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 02-16: Resolution Calling For Public Hearing on Proposed Amended Gandy Dancer Trail –Polk County Segment Master Plan, as follows: as amended

- ☒ Adopted by simple majority of the board of supervisors by a vote of 8 in favor and 1 against.
- ☐ Adopted by unanimous vote.
- ☐ Defeated by a vote of _____ in favor and _____against.
- ☐ Defeated by voice vote.
- ☐ Action Deferred by Procedural Action, as follows: _____

SIGNED BY:

William F. Johnson, IV, County Board Chairperson

Attest: Carole T. Wondra

Carole T. Wondra, County Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF POLK)

I Carole T. Wondra, Clerk for Polk County, do hereby certify that the attached is a true and correct copy of Resolution No. 02-16, that was adopted by the Polk County Board of Supervisors on January 19, 2016

Carole T. Wondra 1-25-16

Carole T. Wondra, Date
Polk County Clerk

POLK COUNTY BOARD OF SUPERVISORS

Minutes from Tuesday, January 19, 2016

Polk County Government Center – County Board Room

Balsam Lake, WI 54810

Chairman Johnson called the regular January 19, 2016 meeting of the Polk County Board of Supervisors to order at 6:00 p.m.

Chairman Johnson recognized the County Clerk for purposes of receiving evidence of proper notice. The County Clerk stated that the notice of meeting was properly posted in three public buildings, distributed to all media, and posted on the county website on January 8, 2016. In addition, the Office of the County Clerk distributed on January 8, 2016 copies of such notice of meeting and proposed resolutions to supervisors in accordance with Article 3, section 2 of the County Board Rules of Order. The County Board received the verbal opinion of Corporation Counsel that the initial advance written meeting notice, posted and distributed, as described by the County Clerk satisfied the applicable provisions of Wisconsin Open Meetings Law. Corporation Counsel further clarified that the lack of publication was inconsistent with Article 3, ¶ 3 of the Polk County Board Rules of Order. The inconsistency did not constitute a violation of law, but that it would be necessary to suspend the Polk County Board Rules of Order in order to consider the matters noticed on the agenda.

Chairman Johnson recognized the County Clerk for purposes of taking roll call. Chairman Johnson informed the board, 6 members were excused from the meeting. Roll call was taken with 9 members present. Those members excused were: Supervisors Johansen, Sample, Caspersen, Luke, Nelson and Bonneprise. Chairman Johnson declared the presence of a quorum.

Chairman Johnson led the Pledge of Allegiance.

Chairman Johnson asked for a volunteer for a Time of Reflection. None offered.

Chairman called for a motion to approve the agenda. Chairman Johnson called for a motion to suspend the Rules as recommended by counsel before taking up the motion to approve the agenda. **Motion (Jepsen/Moriak) to suspend the Polk County Board Rules of Order to conduct the business matters contained on the meeting notice. Motion to Suspend the Rules, carried** by unanimous voice vote.

Chairman Johnson called for a motion to approve the agenda as noticed. **Motion (Schmidt/Edgell) to approve the agenda as noticed. Motion carried** by unanimous voice vote.

Chairman Johnson called for a motion to approve items b and c of the Consent Agenda. **Motion (O'Connell/Edgell) to approve items b and c, containing the minutes of the December 15, 2015 County Board Meeting and Resolution No. 01-16, Resolution to Grant a Zoning District Change and to Amend Zoning District Map for Town of Alden. Motion to approve the December 15, 2015 minutes and approve Resolution No. 01-16, carried** by unanimous voice vote. Resolution Adopted.

Time was given for public comment. None offered.

Chairman Johnson introduced Law Enforcement Officer, Jeff Hahn, for a presentation on the Mobile Data Terminals (MDT) now in use by the Polk County Sheriff's Office. The County Board received said presentation.

Time was given for Receipt and Discussion of Committee Reports.

Chairman's Report was received as presented by Chairman Johnson

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Chairman Johnson recognized Administrator Frey for the purposes of receiving the Administrator's Report. The County Board received the Administrator's Report.

Chairman Johnson recognized Administrator Frey for the purpose of the Board to receive the Administrator's appointments. The County Board received the Administrator's appointments of Mark Kopp to the Polk County Housing Authority and Sue Duerkop to the Indianhead Federated Library System (FLS). Chairman Johnson called for a motion to approve Administrator's appointments of Mark Kopp to the Polk County Housing Authority and Sue Duerkop to the Indianhead Federated Library System (IFLS). **Motion (Edgell/Hallberg) to confirm the Administrator's appointments of Mark Kopp and Sue Duerkop as received. Motion to confirm Administrator's appointments, carried** by unanimous voice vote.

Resolutions and Ordinances:

Chairman Johnson relinquished the chair to Vice Chairman Jepsen for the purpose of addressing Resolutions No. 02-16 & No. 03-16. Acting as Chair, Vice Chairman assumed the chair to preside over the meeting.

Acting Chairman Jepsen called to the floor, **Resolution No. 02-16**, Resolution calling for Public Hearing on Proposed Amended Gandy Dancer Trail-Polk County Segment Master Plan. **Motion (Edgell/Moriak) to approve Resolution No. 02-16.** Supervisor O'Connell and Corporation Counsel addressed the resolution. **Motion (Edgell/Hallberg) to amend Resolution No. 02-16. The amendment would strike wording from Page 7 of the proposed Gandy Dancer Trail Polk County Segment Master Plan as follows:**

Page 7, Paragraph 5, No 2. Only two designated Special Use motorized events will be authorized. ~~for year 2016 and they must occur before the Saturday following Labor Day. Those events are the existing Veterans ATV ride and the Antique Car Ride. No Special Use motorized events will be permitted staring in the year 2017.~~

Motion to amend Resolution No. 02-16 carried by voice vote, 1 opposed.

Motion (Johnson) to further amend Resolution No. 02-16 failed to receive a second. No action further action taken.

Motion (Johnson/O'Connell) to further amend Resolution No. 02-16 by adding under paragraph 5, No. 2, the following:

"Two Special Use Events will be allowed for non-motorized events to occur during the motorized time of trail operation."

Motion to amend, carried by unanimous voice vote.
Acting Chairman Jepsen called for a vote on Resolution No. 02-16, as amended. Motion to approve Resolution No. 02-16 as amended, carried by voice vote, 1 opposed.
Resolution Adopted.

Acting Chairman Jepsen, called to the floor, **Resolution No. 03-16**, Resolution to Allow Per Diem Claims of Persons Appointed to Public Inland Lake Protection and Rehabilitation District Board of Commissioners. **Motion (Johnson/Arcand) to approve Resolution No. 03-16. Motion (Arcand/Johnson) to amend Resolution No. 03-16, to insert following Line 17, as follows:**

"BE IT FURTHER RESOLVED that the Polk County Board of Supervisors does authorize that person appointed and confirmed pursuant to Wisconsin Statute Section 33.28(2)(a) shall receive compensation as identified in Resolution No. 38-13 and Resolution No. 46-15, without a meeting limitation as provided for in Resolution No. 01-15."

BE IT FURTHER RESOLVED that the provisions of Resolution No. 01-15 not affected by Resolution No. 03-16 shall remain in effect and continue unchanged."

Acting Chair Jepsen called for the vote on the motion to amend Resolution No. 03-16. **Motion to amend Resolution No. 03-16 carried** by unanimous voice vote.

Acting Chair Jepsen called for a vote on Resolution No. 03-16 as amended. **Motion to approve Resolution No. 03-16, as amended, carried** by unanimous voice vote.
Resolution Adopted.

Acting Chair Jepsen relinquishes the chair for the purpose of Chairman Johnson resuming the chair. Chairman Johnson assumed the chair and called for a 15 minute break, 7:15 pm. Chairman Johnson called the meeting back in session, 7:30 pm.

Chairman Johnson called to the floor, **Resolution No. 04-16,** Resolution Concerning the Petition to Establish the Horseshoe Lake Public Inland Protection and Rehabilitation District. **Motion (Edgell/Jepsen) to approve Resolution No. 04-16.** Supervisors O'Connell and Corporation Counsel addressed the resolution. Chairman Johnson recognized Administrator Frey for purposes of the County Board to receive the confirmation of the Administrator's appointment of persons to serve as commissioners on the initial board of the proposed district. Administrator Frey confirmed to the County Board that the Administrator's appointments to the initial board of the district concurred with nominations made by the CDRE Committee as reflected in the resolution. **Motion to approve Resolution No. 04-16 carried** by unanimous voice vote.
Resolution Adopted.

Time was given for Supervisor reports. None offered.

Motion (Demulling/Hallberg) to adjourn. Motion carried by unanimous voice vote. Chairman Johnson declared meeting adjourned 7:38 p.m.

Respectfully submitted,

Carole T. Wondra
Polk County Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF POLK)

I, Carole T. Wondra, Clerk for Polk County, do hereby certify that the foregoing minutes are a true and correct copy of the County Board Proceedings of the Polk County Board of Supervisor's Session, held on January 19, 2016.

Carole T. Wondra 1-25-16

Carole T. Wondra Date

Polk County Forestry Dept
100 Polk County Plaza
Suite 40
Balsam Lake, WI 54810
Office: 715-485-9265

pcforestry

'Proposed'

Gandy Dancer Trail

Polk County Segment

Master Plan

(Amended xx/xx/2016)

Gandy Dancer Trail
Polk County Segment
Master Plan

Prepared by
Jeremy Koslowski, Forest Administrator/Parks Assistant

Under the ~~Direction~~ advice and recommendation -of the
Polk County Conservation, Development, Recreation and Education Committee ~~and~~

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Approved by the County Board for Purposes of Public Hearing

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Introduction

This Master Plan represents Polk County's portion of the multi-county Master Plan for the Gandy Dancer Trail. The 96 mile recreation trail extends from the City of St. Croix Falls in Polk County to the City of Superior in Douglas County. The corridor extends northward from St. Croix Falls for 49 miles to Danbury, where it crosses the St. Croix River and enters the State of Minnesota. Approximately 30 miles of the trail traverses Pine and Carlton Counties in Minnesota and then re-enters Wisconsin and terminates in Douglas County. Map 1 shows the regional location of the Gandy Dancer Trail.

This dual state trail was developed as a result of a cooperative agreement between the Wisconsin Department of Natural Resources (WDNR) and Polk Burnett and Douglas Counties for the Wisconsin segment of the trail. Under the Memorandum of Understanding (MOU) signed by all parties, the WDNR will be responsible for the acquisition of the railroad right-of-way (ROW) and any additional land for appurtenant facilities. The Counties will be responsible for the development and operation of the trail under their respective jurisdictions. Map 2 shows the location for the trail in Polk County.

Reference of 2007 study of the visitors to the Gandy Dancer State Trail here?

DRAFT

Section I - Actions

A. Goals and Objectives

Goal

The goal of Polk County's 29 mile long multi-purpose recreational trail is to be part of the 96 miles trail stretching from St. Croix Falls to Superior. The all-season trail provides safe two-way traffic for bicycling, hiking, snowmobiling and winter ATV use.

Polk County must consider the recreational needs of the future, and what recreational opportunities the county would like to be able to offer visitors. Included in this decision making process, should be consideration for the local residents and property owners along the trail, non-resident property owners, vacationers that visit Polk County and the availability of other like recreational uses in the area or region.

Objectives

1. Provide spring, summer and fall trail use opportunities to hikers, joggers, bird watchers, photographers, mountain bikers and other non-motorized trail users.
2. Provide a trail and necessary maintenance to accommodate up to 30,000 snowmobilers and winter ATV use each season.
3. Provide a trail with surfacing and other appropriate improvements, along with the necessary maintenance that will accommodate the various user groups throughout the different seasons.
4. Provide access to the trail for the physically impaired through proper design, construction, and maintenance.

Additional Benefits

1. Continued management of the non-developed right-of-way in grass, brush and trees will benefit wildlife by providing food and cover and will also increase the aesthetic component of the trail for the trail users.
2. The trail provides a common link to many different current and potential recreational trails in the area.
3. The trail provides economic stimuli to villages and business located on or near to the trail to the hospitality, recreational and travel business sector of the economy.
4. The trail provides safe, alternative sources of commuting for some residents, as well as a safe opportunity for local school education programs.

5. The trail provides economic development to the area with current and potential future easements for fiber optic lines, natural gas lines, water/sewer lines, electrical lines, etc…

6. The trail promotes a healthy lifestyle through offering the opportunity for safe physical activities such as hiking, bicycling, walking and running.

B. Recommended Development and Management Program

1. Land Acquisition

Under the terms of the MOU, the WDNR acquired the abandoned ROW within Polk, Burnett and Douglas Counties. Approximately 16.6 miles in Polk County was acquired by the Wisconsin Department of Transportation (DOT) for possible future highway purposes. The WDNR obtained an easement for use of the property under DOT control.

2. Easements and Leases

All past and present underground easements on the 29 mile stretch are to be retained by Polk County. Any future leases or easements compatible to the trail will be issued and retained by Polk County.

3. Development

According to the terms of the MOU, the development of the recreational trail is the responsibility of Polk, Burnett and Douglas Counties. The DNR has granted an easement to the counties for development, maintenance and operation of the full length of the trail. Under the terms of the MOU, the counties must open the trail for public use within five (5) years of the acquisition of the right-of-way by the DNR.

Original development of the trail in Polk County was under the direction and supervision of the Polk County Parks and Recreation Department and is now managed by the Polk County Parks, Forestry, Buildings and Solid Waste Department.

A. Phase I

Original development of the trail included examination of the trail for safety, and erosion control problems. The decking and railings were rebuilt on two bridges. Appropriate signage was installed along the trail. The final original development was grading of the existing ballast material which provided a usable trail for hiking, jogging, bird watching, photography, mountain biking and other non-motorized recreation in the summer and fall and snowmobiling and ATV use in the winter.

B. Phase II

Establishment of a trailhead at the southern terminis of the trail was completed (Polk County Information Center).

All trail signage has been completed and maintained with uniformity in size and color for the entire trail system. The trail does have all necessary signs with information, directions, rules and regulations.

It is understood that all developed facilities will be fully accessible to all trail users, including those with disabilities.

C. Phase III

The trail is surfaced and maintained with limestone screenings and other native material.

Four sites in the communities of Centuria, Milltown, Luck and Frederic have been developed for parking and rest stop purposes.

4. Management

The trail will be designated as a multi-purpose recreational trail and will be managed by the counties according to state standards. While each county will manage its own trail segment independent of the others, an umbrella organization, comprised of the counties and the Minnesota and Wisconsin DNR's, will serve as an advisory organization for the purpose of better cooperation, communication, and coordination of trail activities.

A. Facilities Management

Winter maintenance of the trail will involve signing, brushing and grooming, which could be done under contract by the Polk County Snowmobile/ATV Council or by the County.

Summer maintenance will include brushing, mowing, grading, dragging, packing and spraying of the trail surface when necessary which could be done under contract by the Polk County Snowmobile/ATV Council or by the County.

B. Vegetative Management

Vegetative growth will be maintained to improve the aesthetics of the trail; to enhance the wildlife habitat along the trail right-of-way; and to serve as wind and snow breaks thus facilitating the maintenance of the trail for recreation uses.

Periodic maintenance will include brushing, mowing, grading, dragging, packing, and spraying of the trail surface when necessary.

C. Wildlife Management

Wild berries and other wildlife food sources and natural nesting areas will be maintained in their present state outside the maintained trail corridor and within the trail right-of-way.

Nesting boxes for bluebirds, wood ducks and other species may be built and provided by local organizations and placed in suitable habitat along the trail.

5. Temporary repurposing of the trail for motorized and other uses (Event/Special Use Event Requests)

Due to increased requests for Events and Special Use Events (Special Use Event is defined as: uses not allowed on the trail under normal circumstances or certain times of the year) to be held on the Gandy Dancer Trail, ~~the~~ Polk County~~y Conservation, Development, Recreation and Education Committee~~ has approved the following guidelines for consideration when reviewing such requests.

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1. A Special Use Event cannot be held on a State or Federal holiday or holiday weekend.
2. Only two designated Special Use motorized events will be authorized.
3. Two Special Use Events will be allowed for non-motorized events to occur during the motorized time of trail operation.
4. An Event/Special Use Event request cannot conflict with another scheduled event that is allowed under normal use (i.e. run/walk event, bike event, etc…) If an approved Event/Special Use Event is already schedule, it cannot be bumped by another event request of any kind. The Committee may consider past annually scheduled Events/Special Use Event that used specific dates when reviewing a request from another organization in an attempt to minimize potential conflict.
5. The Event/Special Use Event organizer is required to provide the County with certificates of insurance for the approved event and dates. Minimum insurance coverage shall include $1,000,000 for bodily injury, including death and $25,000 property damage.
6. The Event/Special Use Event needs to be organized and administered by either a state recognized 501(3)(c) group or by a local county organization, club or group of county residents (group defined as 3 or more people)
7. An Event/Special Use Event permit and fee are required by the WDNR.

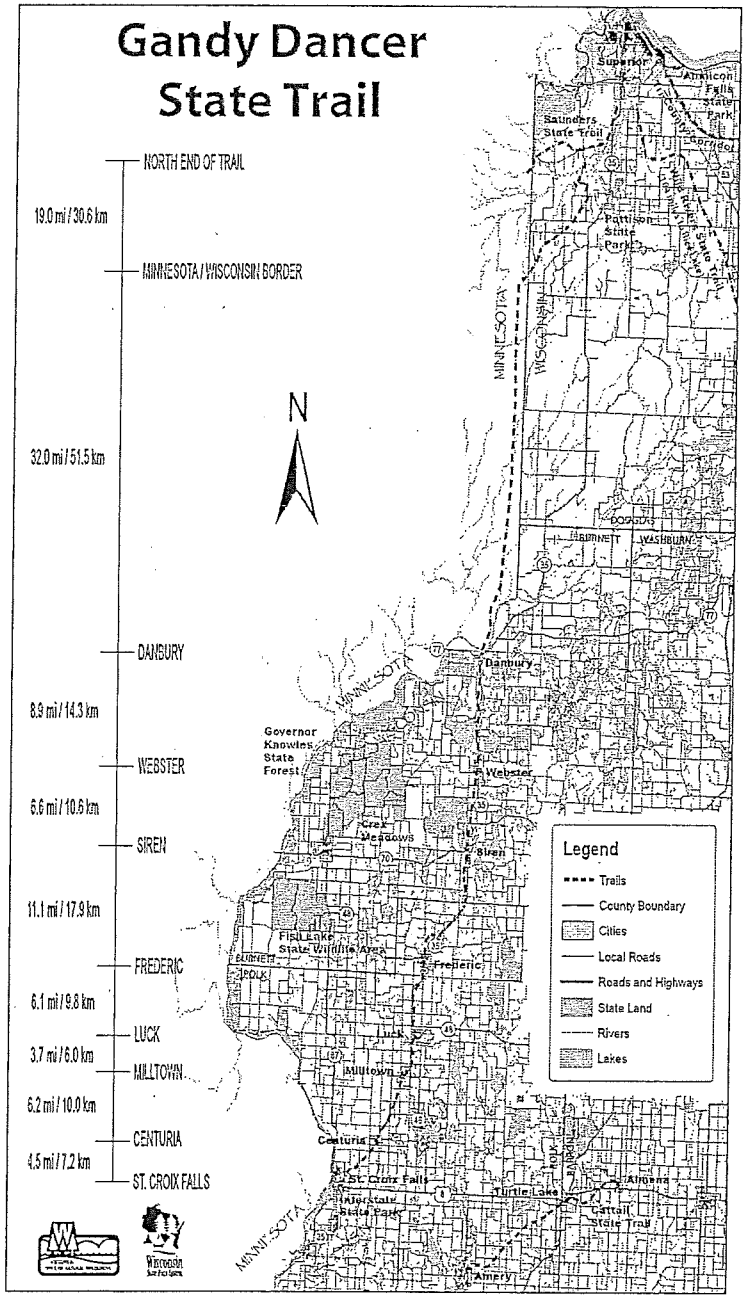
Requests for an Event/Special Use Event permit shall be submitted to the County no less than 60 days prior to the event and will be reviewed and considered by the CDRE Committee on a case-by-case basis. The County shall forward its recommendation onto the appropriate WDNR employee responsible for review and approving WDNR permits.

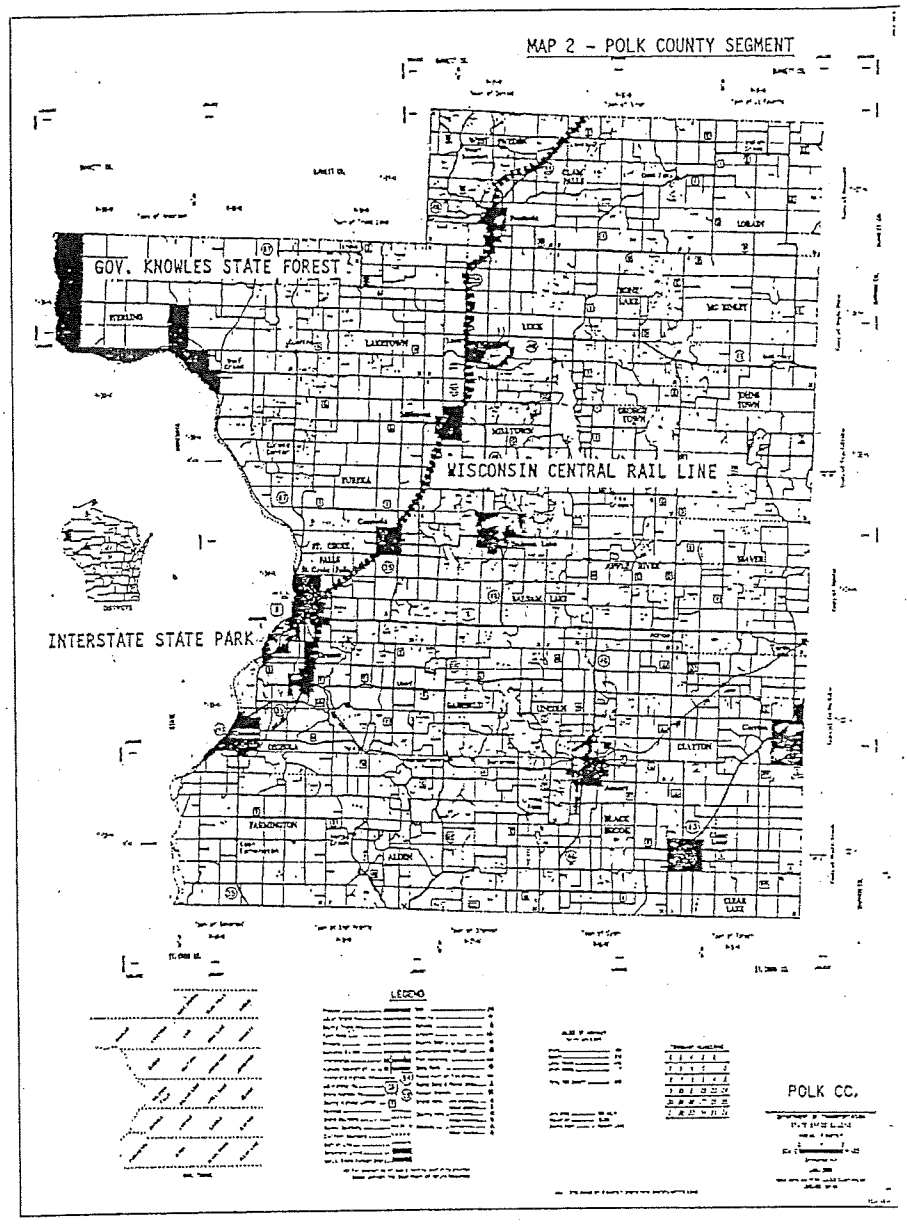
8. Event/Special Use Event organizers are responsible for any and all damage to the trail. The Parks, Forestry, Buildings and Solid Waste Department shall either estimate costs or make the necessary repairs and then bill the organization for directs costs of repairs.

9. The trail must remain open for public use during the Event/Special Use Event.

Draft

Section II – Support Data




MAP 2 - POLK COUNTY SEGMENT
GOV. KNOWLES STATE FOREST
WISCONSIN CENTRAL RAIL LINE
INTERSTATE STATE PARK
LEGEND
POLK CO.

Resolution of Endorsement
By The Governors of Minnesota and Wisconsin
For An Interstate Recreational Trail

WHEREAS, the two states of Minnesota and Wisconsin, area legislators and local officials are working together to form a partnership to establish a 90 mile interstate recreational trail on a railroad right-of-way between the two states; and

WHEREAS, the two states have established themselves as national leaders in the acquisition of abandoned railroad rights-of-way; and

WHEREAS, it is recognized that a recreational trail will help promote economic development for both Minnesota and Wisconsin northern counties, promote tourism with significant economic benefits for local communities and local units of government, and provide needed recreational opportunities for citizens;

NOW, THEREFORE, be it resolved by the Governors of Minnesota and Wisconsin that they whole-heartedly support the establishment of an interstate recreational trail between the two states and commend area legislators, local officials in the counties where the trail passes and the two Departments of Natural Resources for their joint efforts of cooperation to further this innovative project.

SIGNED:

State of Minnesota
Governor Rudy Perpich

Rudy Perpich

Date

8/7/89

State of Wisconsin
Governor Tommy Thompson

Tommy G. Thompson

Date

8/7/89

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATES OF

MINNESOTA
AND
WISCONSIN

The following is a Memorandum of Understanding between the states of Minnesota and Wisconsin for the creation of a trail on a discontinued railroad right-of-way in east-central Minnesota and northwest Wisconsin.

There is a railroad right-of-way running north from Dresser Junction, Wisconsin, through Polk and Burnett counties to Danbury, Wisconsin continuing across the Saint Croix River north through Pine County, Minnesota into the southeast corner of Carlton County then entering in Douglas County, Wisconsin and continuing northeast to a point near Superior, Wisconsin.

The right-of-way is no longer used for rail traffic, and is available for conversion to a trail.

PURPOSE

The purpose of this Memorandum of Understanding is for the two states to work cooperatively for the establishment of a 90-mile recreational trail and to acquire their respective sections of the right-of-way, provided a reasonable price can be negotiated.

The counties in which the Wisconsin segment of the trail is located will develop, operate and maintain their respective sections while the State of Minnesota will develop, operate and maintain a trail corridor connecting the Burnett County and Douglas County portions of the trail.

BENEFITS

Provide a recreational trail from a point near Dresser and Saint Croix Falls in Polk County, Wisconsin, through Burnett County, the State of Minnesota, and to a point in Douglas County, Wisconsin.

Provide the trail user with a recreational trail experience in geographic areas of both states.

Promote the areas' opportunities for tourism and outdoor recreation in both states.

Provide the opportunity for future trail connections to other areas in both states.

TERMS

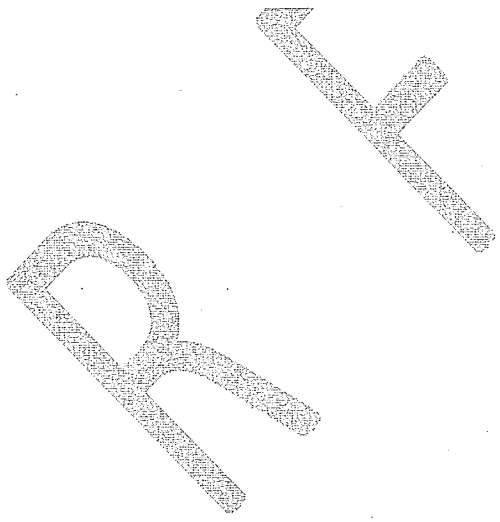
This Agreement shall become effective upon signing of the Agreement. Each state will work to implement the project in their respective states within the next three (3) years, if funding is made available either as an agency project (Minnesota) or through cooperative arrangements with others (Wisconsin).

Each state will acquire their portion of the Saint Croix River bridge near Danbury, Wisconsin, and work cooperatively to develop and maintain it.

APPROVED

STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES	STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Joseph N. Alexander, Commissioner	Carroll D. Besadny, Secretary
Date	Date

M830



RESOLUTION NO. 11-89

RESOLUTION AUTHORIZING THE PROPER COUNTY OFFICIALS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING A RECREATIONAL TRAIL

WHEREAS, the Soo Line Railroad has abandoned its railroad between Dresser and a point in Douglas County, a distance of approximately 83 miles, approximately 53 of which are within Polk, Burnett and Douglas Counties and

WHEREAS, considerable interest has been expressed in a proposal to acquire this railroad right-of-way and develop it as a recreational trail, and

WHEREAS, the Wisconsin Department of Natural Resources has offered to acquire the right-of-way if Polk, Burnett and Douglas Counties develop and maintain and operate the corridor as a recreational trail. No state park funds shall be budgeted for development, operation and maintenance, however, the counties are eligible to apply for state community assistance and other match/grant funds administered by the state.

WHEREAS, it is the long term goal that the right-of-way be preserved as a multi-recreation trail and a master plan will be prepared by the counties to determine specific uses.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Board of Supervisors that the proper county officials be and hereby are authorized to enter into a Memorandum of Understanding with DNR and Burnett & Douglas Counties by which DNR will acquire the railroad right-of-way and the counties will develop, maintain and operate it as a recreational trail.

Submitted at the request of the Property Committee.

January 17, 1989
Date

APPROVED AS TO FORM: as to form Ruth Jones D.A.

COUNTY EXECUTIVE

COMMITTEE
Richard Tucker
Earl Paulsen
John Barry
Ralph Muskelow

CO. [illegible]

RESOLUTION NO. 11-89

RESOLUTION AUTHORIZING THE PROPER COUNTY OFFICIALS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING A RECREATIONAL TRAIL

Amended by adding the following to the end of the last paragraph "provided that the bridges are taken out by the railroad or the Department of Natural Resources."

DRAFT

Memorandum of Understanding By Douglas County, Burnett County, Polk County, and State of Wisconsin Department of Natural Resources

I. Introduction:

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreements and understandings which have been reached among Douglas County (DC), Burnett County (BC), Polk County (PC), and the State of Wisconsin Department of Natural Resources (WDNR) regarding the acquisition, development, and operation of approximately 60 miles of abandoned rail property in Wisconsin located between a point in Douglas County and Dresser, Wisconsin. The grade is presently owned by the Wisconsin Central Railroad Company Soo Line and Burlington-Northern Railway Company in Polk and Douglas counties and has been approved for abandonment by the Interstate Commerce Commission. Burnett county owns the right-of-way in Burnett county. A separate agreement will be negotiated with the State of Minnesota for their 30 miles of the corridor.

The WDNR is interested in preserving the grade corridor for recreational trail purposes. All parties are interested in developing, maintaining, and operating a recreational trail in the corridor provided the WDNR acquires same. All parties agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

Legal description to follow, hereinafter referred to as premises.

III. Consideration

The WDNR will acquire the right-of-way provided a reasonable price can be negotiated for the premises and the owners can convey merchantable title. The WDNR will convey a nonexclusive easement to Polk, Burnett and Douglas Counties and mutually agreed to by PC, BC and DC for One Dollar and other valuable consideration.

IV. Obligations of WDNR:

1. The WDNR will purchase, or enter into long term agreement for the 60 miles of railroad corridor within Wisconsin from a point in Douglas County to Dresser, Wisconsin.
   WDNR as provided in Paragraph III agrees to purchase reasonable land acreage adjacent to the right-of-way for rest areas if recommended in the master plan and will convey these parcels to the counties for development and operation as part of the acquisition. In the case of BC, purchase by WDNR will amount to 50 feet of width through the villages of Siren, Webster and Danbury. WDNR will also acquire three, one-acre rest areas within said villages.
2. WDNR will attempt to purchase all rights, title and interest in and to the parcels for the purpose of providing a continuous corridor.
3. The WDNR will convey by easement to BC, PC and DC the right to develop, maintain, operate and replace with WDNR approval a recreation trail on lands within their respective counties. WDNR

will convey all other present and future underground easement rights to BC that are compatible with the trail.

4. Upon destruction or damage the Department has the right to replace said section.
5. The WDNR agrees to comply with the environmental impact process for the purchase of the property pursuant to s. 1.11, Stats., and Chapter NR150, Wis. Adm. Code.
6. WDNR agrees that any advertising or display material relating to the trail shall clearly identify the property is owned by the WDNR and under the management and control of PC, BC and DC.
7. A one mile section of right-of-way at BC's airport is excluded from this MOU. This section will be replaced with a like section through relocation by BC~~x~~ AS IN THE VILLAGES,
8. A segment of the right-of-way in Webster that is being tested for contamination is excluded from this agreement.
9. BC retains right of first refusal if WDNR decides to convey any or all the property within said county.

V. Obligations of Douglas (DC) County, Burnett (BC) County, Polk (PC) County

1. PC, BC, and DC shall develop, maintain, operate repair and replace a recreation trail within their respective counties.
2. PC, BC, and DC shall enter into an easement or agreement in perpetuity with the DNR to accomplish the purposes contained herein.
3. PC, BC, and DC shall complete the environmental impact assessment for development, maintenance, and operation of the trail.
4. PC, BC, and DC shall write a master plan for the project to be completed prior to any trail development (according to WDNR format). The master plan will determine the trail uses and management.
5. PC, BC, and DC shall conduct public meetings to determine uses, development and operation as part of the master plan process. BC has conducted public meetings prior to their acquisition.
6. PC, BC, and DC agree the trail will be open for public use within their respective counties within 5 years of completion of WDNR's acquisition that would allow the trail to be built and used. If the trail is not open by this date or ever ceases to be used for trail purposes for two years then all rights revert to and revest in the WDNR without necessity of reentry. WDNR is not obligated to continue to manage the recreational trail and may sell the right-of-way.
7. Upon reversion the WDNR will assume compliance responsibility for the land and water conservation fund assisted areas. A payment equal to any land and water conservation grant awarded through the community assistance program for development shall be paid to the WDNR by the defaulting county(s).
8. A payment equal to any other grant amount awarded through the community assistance program for development shall be paid to WDNR by the defaulting county(s).
9. PC, BC and DC agree to indemnify and save harmless WDNR, its officers, employees, and agents and to assume all responsibility and liability for death of, or injury to any persons, including but not limited to, officers, employees, agents, patrons, invitees

or licensees of the parties hereto and for loss, damage or injury to any property, including but not limited to, that belonging to WDNR, together with all liability for any expenses, attorney's fees and costs incurred or sustained by the WDNR, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the MOU and the easement or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the recreational trail, unless caused by the negligence of DNR, its officers or employees.

PC, BC and DC shall release and indemnify and save harmless WDNR, its officers, employees and agents, for any damage to the property of PC, BC and DC, their employees, agents, contractors or subcontractors, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the MOU and the easement or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto or from any activity conducted by or on behalf of PC, BC and DC or WDNR on or in the vicinity of the recreational trail unless caused by the negligence of WDNR, its officers, employees or agents.

10. PC, BC, and DC agree that any advertising or display material relating to the trail shall clearly identify the property is owned by the WDNR and under the management and control of the PC, BC, and DC.

11. PC, BC, and DC in connection with this MOU shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges as the PC, BC and DC deem necessary for the management and operation of the premises.

    a. Rules and Regulations. The parties agree that the provisions of Section NR 45.04(1)(a) Wisconsin Administrative Code, remain applicable to the Premises. Daily routine enforcement remains the responsibility of PC, BC, and DC.

    b. Admission fees, if any, charged by PC, BC, and DC shall not exceed those established in s. 27.01(7), Stats. PC, BC, and DC will discuss the fees to be charged with the WDNR at an annual meeting held prior to May 1 each year and the fees shall be subject to written approval by the WDNR. PC, BC, and DC shall retain all fees collected as payment for its services under this MOU. If admission fees are charged, the conservation patron licensee and senior citizen card issued by the WDNR shall be honored without additional admission charges.

12. Trail development will conform with WDNR state trail standards.

II. General

1. This MOU is subject to all applicable laws and regulations and to the approval of the WDNR.

2. The WDNR retain the right to withdraw from this transaction if it determines that merchantable title cannot be conveyed to the WDNR or a reasonable price cannot be negotiated for the premises.
3. This MOU may be revised by mutual written agreement of the WDNR and PC, BC, or DC.
4. This MOU acknowledges that the Department may convey other easements in and to above described property ~~x~~consistent with the rights granted herein.
5. The 6.5 mile section of the Burlington-Northern ROW in Douglas County if purchased by WDNR will be incorporated into this MOU for the purposes of continuity consistant with management and operation of this right-of-way.
6. It is the intent that 30 miles within the State of Minnesota, part of this same corridor, be included in this trail concept.

IN WITNESS WHEREOF, WDNR, PC, BC, DC have caused this memorandum to be executed in their respective names by their respective duly authorized representatives on the data shown below.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny, Secretary

POLK COUNTY

County Board Chairperson

BURNETT COUNTY

County Board Chairperson

DOUGLAS COUNTY

County Board Chairperson

Dated July 31, 1989

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