

1 RESOLUTION NO. 75-18

2 Resolution Authorizing the Submission of the Proposed Master Plans for the Stower Seven
3 Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural
4 Resources

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

7
8 Ladies and Gentlemen:

9 WHEREAS, in coordination with the Wisconsin Department of Natural Resources (hereinafter
10 "WDNR"), Polk County manages and operates the Stower Seven Lakes Trail and the Polk
11 County Segment of the Cattail Trail without valid trail plans; and

12 WHEREAS, the Wisconsin Administrative Code NR 44.04 requires the WDNR to develop a
13 Master Plan for the trails; and

14 WHEREAS, Polk County and the WDNR entered into a Memorandum of Understanding that, in
15 part, requires Polk County to conduct a planning process that substantially conforms to the
16 requirements of NR 44 as it relates to participation

17 WHEREAS, at the March 20, 2018 meeting, the Polk County Board of Supervisors adopted
18 Resolution 28-18, authorizing a comprehensive trail plan development process for the Stower
19 Seven Lakes State Trail and the Cattail Trail within the borders of Polk County; and

20 WHEREAS, in accordance with Resolution 28-18, the Environmental Services Committee
21 (hereinafter "ESC") formed a Trail Planning Subcommittee (hereinafter "Subcommittee") to
22 develop and provide advisory recommendations to the ESC in the course of the comprehensive
23 trail planning process; and

24 WHEREAS, in accordance with Resolution 28-18, the Subcommittee followed the
25 comprehensive planning process consistent with Chapter NR 44, Wis. Adm. Code and operated
26 within the memorandum of understanding between Polk County and the Wisconsin Department
27 of Natural Resources by identifying issues related to management and use; submitting
28 suggestions to the county regarding future management and use of these properties; identifying
29 and evaluating proposed property goals and objectives; evaluating management and use
30 alternatives; developing an online survey for public input with the assistance of staff; holding
31 one public hearing on the trail plans; and holding one open house on the recommendations of the
32 trail plans; and

33 WHEREAS, the Subcommittee has completed its process and has made their recommendations
34 to the ESC; and

35 WHEREAS, on September 5, 2018 the ESC received the recommendations developed by the
36 Subcommittee; and

37 WHEREAS, the ESC considered the Subcommittee's recommendations and developed a
38 proposed Master Plan for the Stower Seven Lakes Trail and a proposed Master Plan for the
39 Cattail Trail (Polk County segment).

40 NOW, THEREFORE, BE IT RESOLVED that, the Polk County Board of Supervisors receives
41 the proposed "Master Plan for the Stower Seven Lakes Trail" (attached hereto and incorporated
42 as Exhibit 1) and the "Master Plan for the Cattail Trail (Polk County segment)" (attached hereto
43 and incorporated as Exhibit 2).

44 BE IT FURTHER RESOLVED that, the Polk County Board of Supervisors authorizes and
45 directs the Polk County Department of Parks, Forestry Buildings & Solid Waste to submit the
46 incorporated and attached proposed Master Plans to the WDNR for final approval.

Offered on the 16st day of October, 2018.

BY:

Brad Olson, Supervisor, District #1

James Edgell, Supervisor, District #8

Doug Route, Supervisor, District #2

Kim O'Connell, Supervisor, District #9

Dean Johansen, Chair,
Supervisor, District #3,

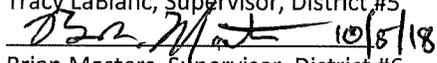
Larry Jepsen, Supervisor, District #10

Chris Nelson, Supervisor, District #4

Jay Luke, 1st Vice Chair,
Supervisor, District #11

Tracy LaBlanc, Supervisor, District #5

Michael Larsen, Supervisor, District #12

 10/5/18

Brian Masters, Supervisor, District #6

Russell Arcand, Supervisor, District #13

Michael Prichard, Supervisor, District #7

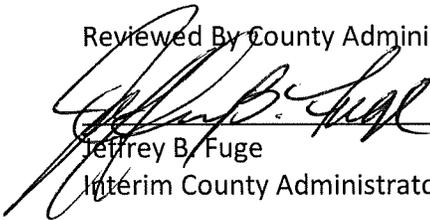
John Bonneprise, 2nd Vice Chair,
Supervisor, District #14

Joe DeMulling, Supervisor, District #15

Fiscal Impact: The proposed resolution presents an unknown fiscal impact due to uses recognized in the proposed trail plans that differ from present actual use. If the plans receive approval by the Wisconsin Department of Natural Resources, the County may incur expenses to develop and manage the respect trails for those additional uses.

Legal Impact: The resolution has minimal legal impact. The plans referenced and incorporated into the resolution are subject to the review and approval of the Wisconsin Department of Natural Resources before finalization.

Reviewed By County Administrator:


Jeffrey B. Fuge
Interim County Administrator

Approved as to Form and Execution:


Malia T. Malone, Assistant Corporation Counsel

Excerpt of Minutes

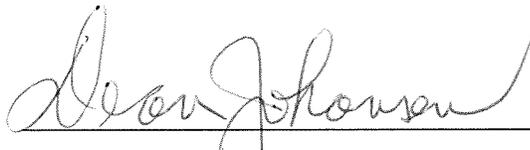
At its regular business meeting on the 16th day of October 2018, the Polk County Board of Supervisors acted upon Resolution No. 75-18: Resolution Authorizing the Submission of the Proposed Master Plans for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources, as follows:

- Adopted by majority voice vote
- Adopted by simple majority of the board of supervisors by a vote of 11 ^{ballot} in favor and 4 against.
- Adopted by unanimous voice vote.
- Adopted as amended. See Below / Attached
- Other: _____

Insert amendment to resolution according to minutes: see attached.

SIGNED BY:

ATTEST:


Dean Johansen, County Board Chairperson


Sharon Jorgenson, County Clerk

Insert amendment to resolution according to minutes:

“BE IT FURTHER RESOLVED that, the Polk County Board of Supervisors directs the Parks and Buildings Department to seek an exception, if required, under 23 U.S.C.9 (h), to mitigate against the possibility of the repayment of ARRA grant funds received in 2009-2010 for the maintenance of the rail bed trail.

BE IT FURTHER RESOLVED that, the Polk County Board of Supervisors would revisit the authorized use of the Stower Seven Lakes Trail once the amount, if any, is known regarding the requested exception referenced above and any required repayment of ARRA grant funds associated with the original 2009-2010 project.

BE IT FURTHER RESOLVED that, the Polk County Board of Supervisors directs the Polk County Environmental Services Committee in conjunction with the Public Safety and Highway Committee to annually review any complaints regarding the use of the Trails referenced in this Resolution and make recommendations to the County Board on how to address the complaints.

BE IT FURTHER RESOLVED that, the Polk County Board of Supervisors direct the Polk County Department of Administration to develop a budget for the maintenance of the Trails, taking into account the change in uses.”

CERTIFIED COPY OF POLK COUNTY RESOLUTION

STATE OF WISCONSIN

COUNTY OF POLK

I Sharon E. Jorgenson, Polk County Clerk do hereby certify that the attached hereto and incorporated herein is a full, true and correct copy of Resolution No. 75-18: Resolution Authorizing the Submission of the Proposed Master Plans for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources adopted by the Polk County Board of Supervisors at its regular business meeting held on October 16, 2018


Sharon E. Jorgenson

Sharon E. Jorgenson, Polk County Clerk

Date

10/16/18

**STOWER SEVEN LAKES
STATE RECREATION TRAIL**

POLK COUNTY, WISCONSIN

**MASTER PLAN
June, 2018**

Polk County Environmental Services Committee

**Kim O'Connell-Chairman
Brad Olson -Vice Chairman
Jim Edgell
Doug Route
Tracy LaBlanc**

Department of Natural Resources

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Introduction and Executive Summary

This draft Stower Seven Lakes Trail Master Plan is a modification of the 2004 Master Plan in order to reflect current uses allowed and prohibited on the trail. Aspects of this draft are currently incomplete and will be developed by the Subcommittee, as part of the trail planning process chosen by the Environmental Services Committee of the Polk County Board of Supervisors. Throughout the process, updates to this plan will be made as decisions are approved by the Subcommittee. See the Public Participation section of this plan for more details on the process.

This Master Plan represents the strategy of Polk County as well as various trail advocates and user groups, and the Wisconsin Department of Natural Resources (WDNR) for the development, operation, and maintenance of a 13.48 mile railroad corridor presently known as the Stower Seven Lakes Trail. The trail is located on a former Minneapolis St. Paul and Sault Ste. Marie Railroad right-of-way which begins two miles east of Dresser and extends into the City of Amery, Wisconsin. Within the City of Amery, the corridor width ranges from 60 feet wide to 180 feet wide, whereas in the rural branch of the corridor, the trail width right-of-way is consistently 100 feet wide. The trail consists of approximately 174 acres and generally runs in a west to east direction. Map 1 shows the regional location of the trail. Map 2 shows the location of the trail in Polk County.

The trail right-of-way was acquired from Wisconsin Central Limited in 2003 by the WDNR under the Stewardship Program. Subsequently, a Memorandum of Understanding (MOU) was signed by the Wisconsin Department of Natural Resources (WDNR) and the County of Polk (Appendix A). Under the terms of the MOU, the WDNR will grant a trail easement to Polk County as well as designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The WDNR will also complete an environmental review of the property pursuant to s. 1.11, Stats., and Chapter NR 150, Wis. Adm. Code. In addition, the WDNR will work with Polk County to identify funding sources for the development and repair of the trail. Under this same MOU, Polk County will be responsible for the development, operation, repair, and maintenance of the trail.

The trail will be developed in phases depending on trail usage and funding availability.

II. Goals and Objectives*

A. Goals:

- Provide and preserve a recreational trail at least 13 miles in length stretching from Dresser to Amery. The all-season trail will have a dual surface to provide two-way traffic for bicycling, hiking, horseback riding and winter snowmobile use.

B. Objectives:

- To complement present economic benefits of trails existing in Polk County and provide opportunities for economic development not reflected in current trail usage.
- To provide recreational opportunities that complement present trail opportunities in Polk County and provide recreational opportunities that presently are underrepresented in the Polk County Trail system.
- To enhance opportunities for tourism in Polk County.
- To respect the wishes and investments of landowners and communities through which the trail passes.
- To provide for recreational opportunities that promotes the health and safety of the community.
- To preserve the rural character and environmental integrity of the trail.
- To anticipate the urbanization of the area through which the trail passes and provide for possible future use of the trail as an alternative transportation system between communities.
- To provide opportunities for the greatest number of projected uses of the trail consistent with the previous objectives.

On July 31, 2018 a public hearing was held in Polk County to assess the interested public's desired uses of the trail. The information gained from these public hearings, in combination with information and input from other sources, formed the basis for the proposed recreational trail use.

III. Proposed Management and Land Development

A. Land Acquisition and Ownership

- The Wisconsin Department of Natural Resources (WDNR) acquired the rail grade right-of-way from the Wisconsin Central Limited by means of Stewardship funds. The WDNR has paid all costs to acquire the property and will maintain ownership of the entire right-of-way. Under the terms of the MOA, the WDNR will convey a non-exclusive easement to Polk County and other valuable consideration. The WDNR will not issue other easements that will adversely affect the use of the property for the intended trail purposes.
- Additional property may be acquired to support trail functions and unique ecosystems.

B. Uses of the Trail Corridor

1. Encouraged Primary Uses

- Bicycling
- Walking, Hiking, Jogging
- Dog sledding
- Nature and scenery viewing
- Snowmobiling: Snow covered periods. When permitted by the Polk County Parks department. Only groomed areas maybe traveled
- ATV/UTV with stringent speed limit restrictions of 15 mph near village boundaries, housing, parks, trail heads shelters, public gathering places and business establishments to account for noise and safety on primary rail bed portion of the trail corridor.

2. Encouraged Secondary Uses

- Cross country skiing
- Snowshoeing
- Horseback riding

3. Allowed Uses

- Only Administrative and maintenance vehicles
- Pets: With restrictions including leashes, feces disposal and closed areas.
- Small electric carts used by disabled individuals during snow-free periods
- Vehicles on designated roadways and parking areas may operate within the trail corridor.

- Public Road Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Residential Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Farm and Recreation Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Other crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Utilities: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.

4. Prohibited Uses

- ~~Motorized Vehicles including but not limited to:~~
- ~~ATV's/UTV's every season~~
- Off-highway motorcycles.
- Hunting and trapping.
- Camping: Within the trail corridor except in designated campsites.
- Private occupancy.
- Conducting Business, Promotions or Advertising: Within the trail corridor without the express consent of the Polk County Environmental Services Committee and the WDNR.

C. Development Program

1. Initial Development

The MOU specifies that the development of the trail is the responsibility of Polk County. The WDNR will grant an easement to Polk County for the development, maintenance and operation of the trail. It is understood that the WDNR will assist Polk County financially with trail development through available grant/aid programs.

Under the terms of the MOU, the trail will be managed by Polk County Buildings, Solid Waste and Parks Department. The planned development was phased to allow for orderly and financially affordable development.

2. Development Standards

In accordance with the MOU, the trail was developed in compliance with the WDNR Design Standards Handbook, WDNR "Snowmobile Trail Signing Handbook" (Publ-AA-023), and AASHTO "Guide for the Development of Bicycle Facilities" will also be followed. All structures placed in the WDNR Right-Of-Way will need prior WDNR approval.

Associated facilities, if any, will be designed and constructed in compliance with state and local building codes and the American's With Disabilities Act.

Provide for the development, with appropriate stake-holders, of a plan to create a parallel silent-sport-only trail within the corridor separate from the original rail bed trail.

D. Operation & Maintenance Program

Polk County will have the primary responsibility for the operation and maintenance of the trail in Polk County. The Buildings, Solid Waste and Park Department under the direction of the Environmental Services Committee will act as the primary agent of the County. The Friends of the Stower Seven Lakes Trail group has been established and will assist in planning and accomplishing the operation and maintenance of the trail along with the Polk County Snowmobile Council for winter snowmobile use.

The daily operation of the trail will be directed by Chapters NR 45 (State Parks and State Forests) and NR 50 (Administration of Outdoor Recreation Program Grants and State Aids). These codes will be supplemented by Polk County ordinances and park directives. Daily operation is directed and performed by the Polk County Buildings, Solid Waste and Park Department and its contractors and cooperators. Daily routine enforcement is the responsibility of Polk County.

User fees will not exceed those established in s. 27.01, Stats., and will be subject to written approval by the WDNR. The standard state trail bicycle fees will be charged and State bicycle trail passes will be honored.

User information will include maps, brochures and signing that will provide facility, service, safety and emergency information, rules, regulations and advice on a seasonal basis.

Trail maintenance is directed and performed by the Polk County Buildings, Solid Waste and Park Department and its contractors and cooperators. Primary cooperators are the Friends of the Stower Seven Lakes Trail Group who oversee trail maintenance.

E. Interpretation

In Polk County the trail offers many opportunities to make trail users more aware of the landscape they are traveling through. Opportunities exist to provide interpretive information on the geology, the numerous ecosystems, the native wildlife, and the cultural history of the area. Interpretation is a long-term objective that can be accomplished jointly by Polk County and local interest groups.

F. Wildlife Management

The trail passes through many ecosystems and will provide many opportunities to observe wildlife. Due to the limited land base, many wildlife management opportunities are precluded. Polk County will cooperate with the WDNR and other groups interested in wildlife management in making the trail corridor available to wildlife management within the overall objectives of the master plan.

G. Timber and Vegetative Management

The vegetation adjacent to the trail is representative of the great natural diversity that occurs in Northwestern Wisconsin. Most species are native or are considered to be naturalized thus requiring little vegetative management. Some management will be practiced to promote aesthetics, eradicate invasive species, enhance wildlife, protect prairie and oak savannas, and protect trail users and facilities.

H. Management Problems

A number of management problems have been identified that will need to be dealt with as they occur. More may be updated through the trail planning process.

- Control of non-allowed uses will be achieved through a combination of public information, using Park and Sheriff's Department personnel, and peer pressure as use of the trail increases.
- Vandalism to signs, bridges and the trail surface will be addressed through regular inspections, rapid repair, enforcement, and peer pressure as the use of the trail increases.
- Trail crossings will require much attention. All existing crossing agreements will require review and modification to reflect the present and future uses. Requests for new crossings will be handled on an individual basis in accord with the WDNR "Department Design Standards Handbook". Routine inspection will insure compliance to crossing agreements and will ensure control of unauthorized crossings.
- Trespass, both to and from the trail corridor may require the use of various control options including planting, fencing, signing, surveying and law enforcement.
- Invasive species management

I. Recreation Needs and Justification

Following is Wisconsin's 2011-2016 Statewide Compliance Outdoor Recreation Plan (SCORP) identifying participants by participation rate (Age

16+), 5 year view of various outdoor recreation activities. The following counties are part of the Great Northwest Region: Ashland, Barron, Bayfield, Burnett, Douglas, Polk, Rusk, Sawyer, and Washburn. From the input received during this process, the following chart shows the identified recreation needs:

Activity	2005–2009 Participation	
	Percent Participating	Number of Participants (1,000s)
Walk for pleasure	87.7	3,947
View/photograph natural scenery	65.3	2,939
Attend outdoor sports events	65.0	2,926
Family gathering	63.5	2,858
Visit nature centers, etc.	63.5	2,858
View/photograph other wildlife	57.9	2,606
Driving for pleasure	52.8	2,377
View/photograph wildflowers, trees, etc.	52.4	2,359
Sightseeing	50.6	2,278
Bicycling	48.7	2,192
Picnicking	47.0	2,115
Visit historic sites	46.7	2,102
Snow/ice activities (any type)	45.9	2,066
Gather mushrooms, berries, etc.	42.8	1,926

Activity	2005–2009 Participation	
	Percent Participating	Number of Participants (1,000s)
Off-highway vehicle driving	19.8	891
Trail running	18.6	773
Snowmobiling	18.3	824
Cross country skiing	8.8	396
Horseback riding on trails	6.6	297
Snowshoeing	6.1	275
Inline skating	2.5	113
Day hiking	36.7	1,652
Running or jogging	32.1	1,445
Mountain biking	30.7	1,382
Sledding	28.2	1,269

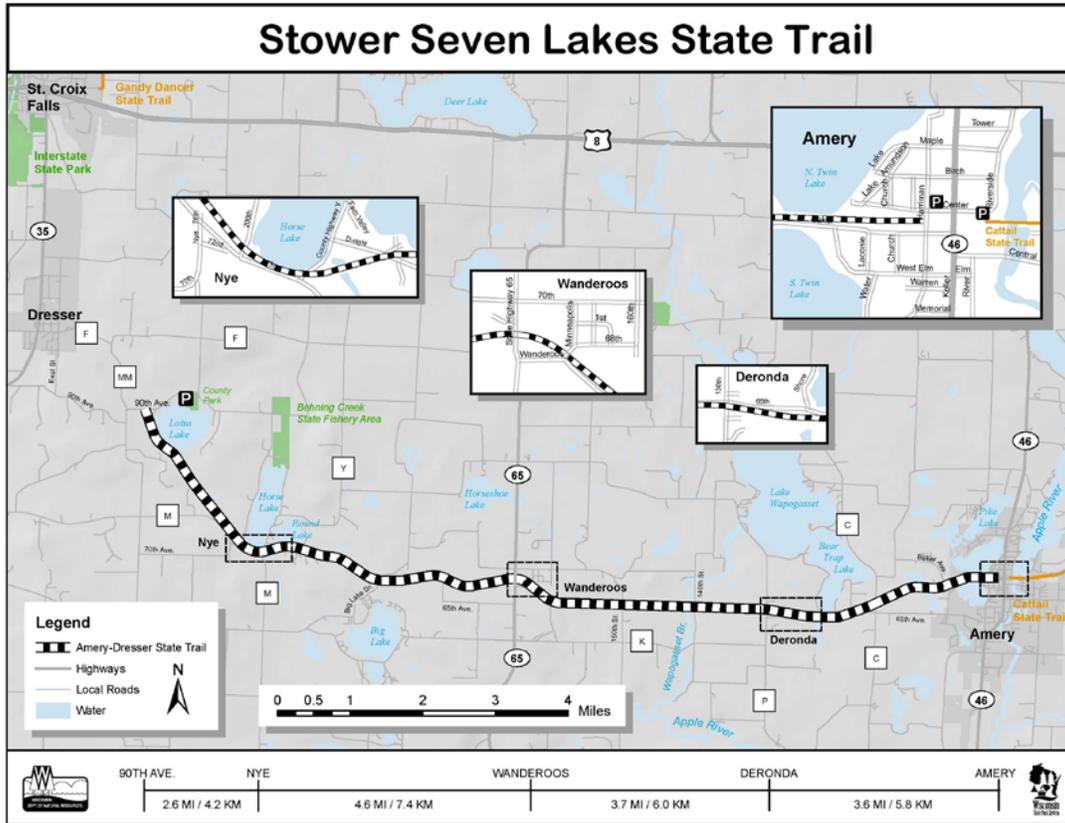
J. Analysis of Services

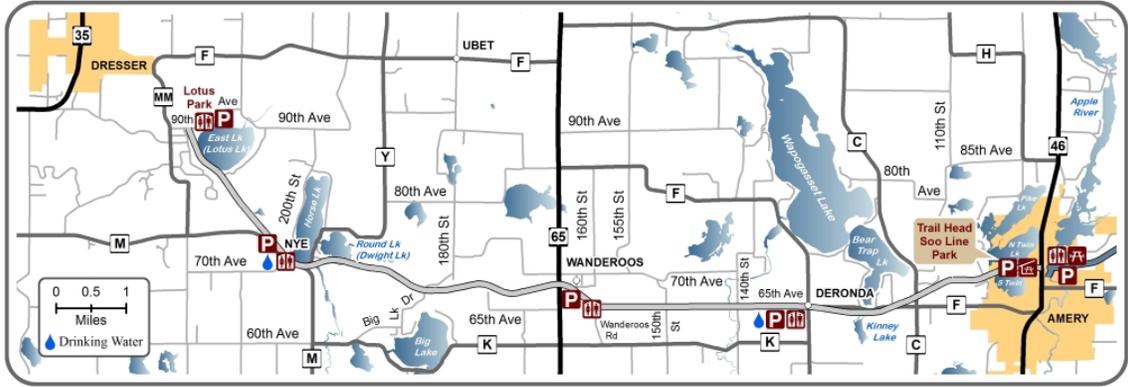
The potential need and demand for trail support services and facilities such as equipment rental and service, bicycle pass outlets, food, beverages, lodging, accessories, memorabilia, etc. will occur to some degree in the future. As it is quite difficult to accurately predict either the future use of the trail or the corresponding ability of the public sector to respond to it, the recommended alternative is (b) public/private cooperation. The public sector will encourage the private sector to provide for trail user needs. When necessary, the public sector will cooperate in the provisions of support facilities and services. The issue of public participation in the provision of the trail support facilities and services should be closely reviewed at least every five years and the trail Master Plan revised accordingly.

APPENDIX

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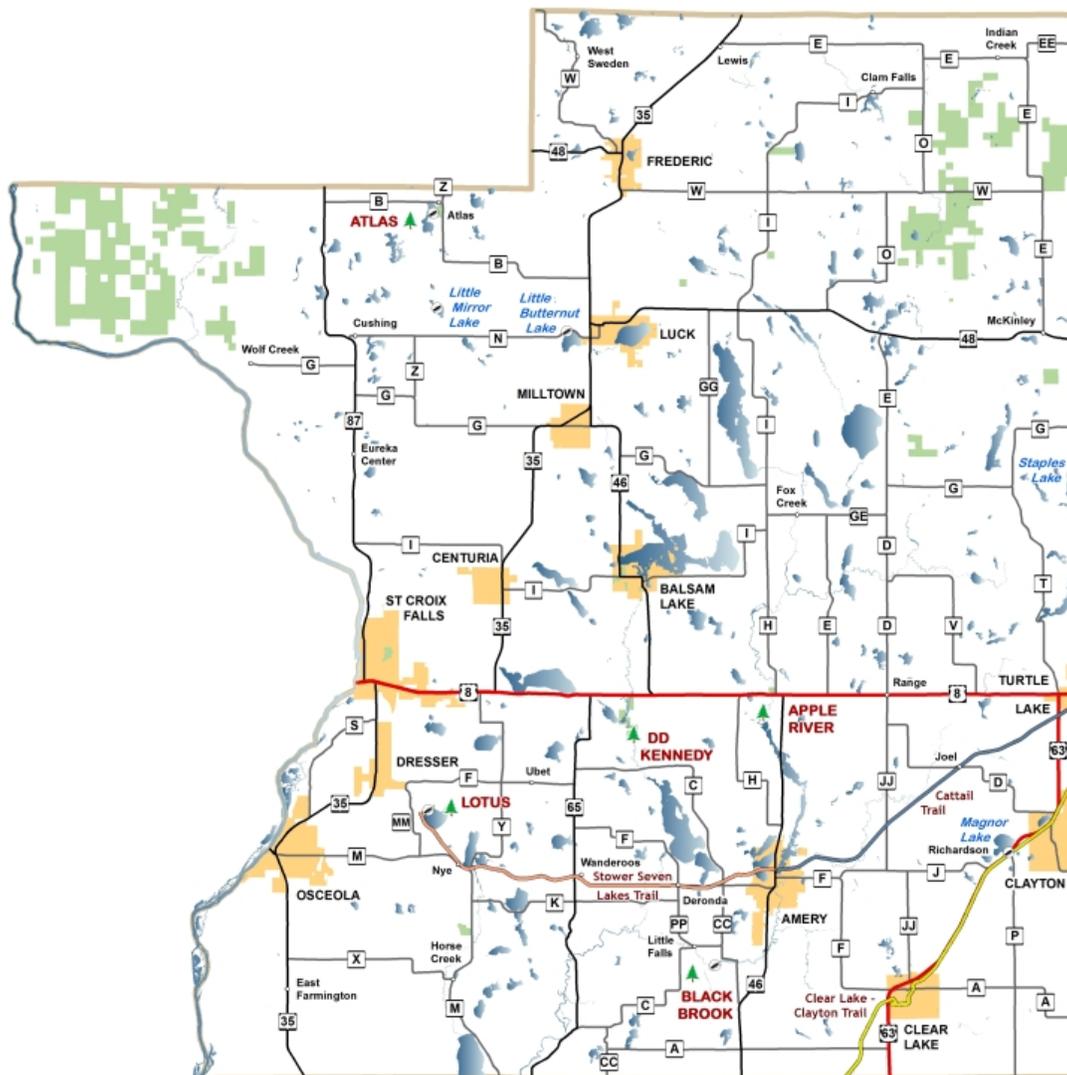
Map 1





Map 2

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APPENDIX A: MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN POLK COUNTY AND
THE 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 between Polk County (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the development and operation of approximately 13.48 miles of former rail corridor located in Polk County formerly known as the Amery to Dresser State Trail and now known as the Stower Seven Lakes State Trail (Trail). The property on which the Trail is located (Property) is presently owned by the Department.

The Department is interested in preserving former rail corridors for trail purposes and in creating trails for public use. The County has developed the Trail through earlier agreements with the Department, and is interested in continuing to maintain and operate the Trail as a public recreational trail. The County and the Department agree to work together to achieve their mutual goals as set forth below, and they agree that this MOU and the trail easement it references shall replace and supersede all earlier agreements between the Department and the County that pertain to the Trail.

II. Description of the Property

The property subject to this MOU is described generally as the grade from Amery to a point just southeast of Dresser, Wisconsin (Property). An exact legal description of the property is attached to this document as Exhibit A and a map of the Property attached hereto as Exhibit B. The trail easement referred to in this MOU, when executed, shall include and incorporate this MOU and all of its exhibits.

III. Consideration

The Department has acquired the grade from Amery to Dresser from the corridor owner. The Department will execute a trail easement with the County for the purposes contained in this document. The County will develop, operate, repair, and maintain the Trail.

IV. Obligations of the Department

1. The Department will convey by easement to the County the right to develop and to continue to operate, repair, and maintain the Trail as a component of the State Trail System. The County accepts the property "as is" on the date of conveyance.
2. The Department represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to possess and improve the property as contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably

necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate.

3. The Department will work with the County to identify funding sources for the development and repair of the Trail.
4. The Department will continue to designate the Trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The Trail will be included in any appropriate list of State Trails.
5. The Department will continue to make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of State Trail. This program is similar to the Department of Transportation's Adopt-A-Highway program.
6. The Department and the Natural Resources Board, with input from the County, will determine the allowable hunting, fishing, and trapping opportunities on the Property pursuant to section 29.089, Wis. Stats.

V. Obligations of the County

1. The County, with the assistance of the Department, will coordinate and prepare a plan for the Trail that describes trail management and development within two years of the conveyance of the easement. Specific recreational uses will be determined through the planning process. Per section NR 44.04 (13), Wis. Adm. Code, this plan is not required to comply with Chapter NR 44, Wis. Adm. Code; however, the plan shall be consistent with Chapter NR 44, Wis. Adm. Code to the extent practicable. The County shall review its Trail plan every 15 years to determine if the plan should be amended, revised or extended for another 15-year period. The County shall take measures to reasonably notify interested persons of said review, and then shall use an appropriate public involvement process to determine or examine issues related to management and use of the property and the need for plan revision. The plan shall contain a provision providing that it remains in effect until the County takes action to modify it.
2. The plan must include, at a minimum:
 - a. A public notification and participation process allowing for public comments on the draft plan.
 - b. A list of allowed trail uses, including where and when they are allowed (e.g. winter bicycling is allowed from Hwy Y to the Main Street trailhead, only when snow cover is 6" or greater). Year-round bicycling is encouraged and may be allowed in conjunction with snowmobile use (if allowed) Walking must be allowed on the Property at all times (section NR 1.61, Wis. Adm. Code).
 - c. A list of hunting, fishing, and trapping activities and areas as determined by the Department and Natural Resources Board pursuant to section 29.089, Wis. Stats. (shown on a map).

- d. A list of existing and anticipated support facilities (e.g. restrooms, parking lots).
 - e. A map showing locations of existing and anticipated support facilities and use zones.
 - f. Projected development costs.
 - g. Plans to address any identified environmentally sensitive or culturally or historically significant areas.
 - h. A set of management alternatives for the Trail, with a preferred alternative (the alternative that will be used) identified.
 - i. An estimated number of users per year.
 - j. The name and address of the office that will be managing the Trail.
 - k. An emergency action plan to include protocols and procedures for responding to reports of potentially hazardous conditions on the Trail.
 - l. The identification of desired vegetation types along the Trail.
3. The County will participate in or conduct public meetings, which are necessary for the establishment and development, management, and improvements of the Trail project, including for any major changes to the trail plan, such as eliminating or adding allowed trail uses or authorizing special events not addressed by the trail plan. The County should make its best efforts to comply with the intent of Chapter NR 44, Wis. Adm. Code, as it relates to public participation.
 4. The County shall provide a copy of the completed plan, with all of its exhibits, to the Department.
 5. The County shall develop, maintain, repair, and operate the Trail located within the County for recreational purposes, as funding becomes available.
 6. The County agrees that the development, construction, maintenance, and repair of the Trail will meet or exceed Department trail standards and any applicable standards mandated by state or federal law. The County further agrees that in operating the Trail, the County will comply with all applicable state and federal laws.
 7. The County shall comply with statutory inspection requirements in accordance with section 23.115(2), Wis. Stats., further described in Department Manual Code 2527.20, and shall provide the Department with copies of all inspection reports.
 8. Vegetative management.
 - a. Trees.
 1. Forest cover. Trees on the Property remain the property of the Department. Any proposed commercial timber sale must be reviewed by the Department. Although cooperative state trails are specifically excluded from forest certification, sustainable forestry practices are encouraged to maintain desired forest cover types. Depending on the desired cover type, different commercial or non-commercial practices may be used. When active management is proposed, the County shall

coordinate review of the proposed management activity with appropriate Department staff.

2. Hazard tree management. Hazard trees should be identified during the biannual property inspections (further described in Section V. 8. herein). If the volume of hazard trees is too large for County staff to handle, it agrees to consider contracting a commercial sale or other approach. Such work shall be coordinated with the Department.
- b. Non-tree vegetation including saplings, shrubs, and herbaceous vegetation.
1. Management for routine trail maintenance. A minimum maintained (clear) shoulder of at least 2 feet on either side of the trail tread (the traveled portion of the trail) is recommended. Acceptable maintenance techniques can include mowing, brushing, chainsaw work, and or pesticide application.
 2. Habitat conversion or establishment. If there is an opportunity to develop or enhance native habitat types, as established in the trail plan, the County will consult with the Department in the development of habitat projects. Such projects may include developing a prairie on a larger block of land within the trail right-of-way or along the trail corridor. Projects will be considered for approval by the Department if they are not adverse to existing laws or Department policy, and if they do not negatively impact an existing use.
- c. Pesticide application. Any pesticide application should be in accordance with Department Manual Code 4230.1 concerning DATCP (Department of Agriculture, Trade and Consumer Protection) certification and Department policy. The Department shall be notified of any proposed pesticide application in early fall of the year preceding the proposed application, to ensure that the required process can be followed for pesticide use on Department lands (Department Manual Code 4230.1).
9. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and/or reinstallation of the Trail including, without limitation, zoning, building, health, environmental permits or licenses. The County shall indemnify the Department against payment of the costs therefor and against any fines or penalties that may be levied for the County's failure to procure or to comply with such permits or licenses, and the County shall pay any remedial costs to cure violations of federal, state or local laws. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.
 10. The County agrees that any signage or display material relating to the Trail shall clearly identify the property is a State Trail owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the Property, unless the signage and its placement are in accordance with Department policy. The County may allow signs providing directional information about Trail-related services. No specific business names, commercial logos or fonts,

trademarks, or other advertising shall appear in signage within the Trail corridor. The Department reserves the right to remove non-compliant signage located on the Property. In the event that the Department's signage policy is modified, the above section on signage shall automatically reflect the modification.

11. The County, in connection with this MOU, shall open Trail-related facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below, for the management and operation of the Trail.

- A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Adm. Code, the Department retains management, supervision, and control over the Property for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the public or the Property. Daily routine enforcement remains the responsibility of the County. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions by ordinance.

- B. Admission Fees.

The County must use the Department's trail pass fee program if it charges a fee for use of the Trail. If admission fees are charged, the State Trail Pass (both annual and daily), the conservation patron license, and senior citizen recreation card issued by the Department shall be honored without additional admission charges. The County shall agree to waive all admission fees on State Parks Open House Day, whose date is determined by the Department, and on National Trails Day. National Trails Day is the first Saturday in June.

If the County uses the Department's trail pass fee program, the County may retain a commission that must be used for Trail operations and maintenance as provided for in section 27.01 (8m), Wis. Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the passes.

If section 27.01(8) or (8m), Wis. Stats., is modified, this section on admission fees shall automatically reflect the modification.

12. In the exercise of its rights herein, including but not limited to the operation of the Property as a Trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
13. The County may enter into an agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code, and Department policy. In recognition of the status of this Trail as a State Trail, the County agrees that the Department shall also be a co-signer of any Friends agreement.

14. The County may enroll volunteers in the Department's Adopt-A-Trail program, in accordance with Department policies and procedures.
15. The County will indemnify and hold harmless the Department and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU by the County, its agents, contractors, servants, licensees, permittees, or employees. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.
16. Any contract between the County and a third party to perform duties authorized by this MOU must bind the third party to the County's obligations under this MOU.

VI. General

1. This MOU is subject to all applicable laws and regulations.
2. This MOU may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, crossings, and easements for the Property, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for driveway and road crossings will be provided to the County. If a request conforms to the guidelines, it will be referred to the Department. If a request does not conform to Department guidelines, the County will deny the request. The Department retains the right to issue other non-conflicting easements, leases, or permits, but shall make every effort to refrain from entering into agreements that would physically alter the Trail or limit its use. The Department shall retain all proceeds from these transactions.
4. An annual meeting between the County and Department will take place to review development and acquisition progress, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Trail project.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.
6. The County assumes complete responsibility for the development, operation, maintenance, and repair of the Trail. The Department has no obligation to develop, operate, maintain, or repair the Trail at any time.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By *Ed Elde*
sp Daniel L. Meyer, Secretary

2-28-18
Date

12/04/17

APPENDIX B: IMPACT ASSESSMENT

Executive Summary

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of the abandoned Central Ltd. railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. Polk County intends to use the corridor for a recreational trail.

We prepared this Phase I ESA generally following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix A.

Summary of Findings

Findings of this Phase I ESA are based on a site reconnaissance visit to view the subject property and adjoining properties, review of regulatory records and historical documents, and conducting interviews. The corridor was divided into seven separate sections for discussion purposes in the main report. Refer to Table 1 in the main report for a summary of findings for each of the seven sections along the railroad corridor. General findings are as follows:

- The subject property includes approximately 173.685 acres in portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; and Sections 21, 25, 26, 27, 26, Township 33 North, Range 18 West, Polk County, Wisconsin.
- The subject property is currently owned by the Wisconsin Central Ltd. Railroad and is an abandoned railroad corridor constructed prior to the early 1900s. The railroad tracks have been removed from the subject property within the last 5 years. Right-of-way widths throughout the corridor are predominantly 100 feet with some variance in width from 40 feet to 200 feet in urban areas. The corridor runs generally in a west to east direction.
- Land use along the railroad corridor is primarily rural; however, the corridor runs through the unincorporated communities of Nye, Wanderoos, and Deronda, and the City of Amery.
- The railroad grade consists of an elevated railbed with a gravel surface. Rural sections of the corridor are covered with vegetation that is encroaching along both sides of the railbed.
- Topography is generally flat to gently sloping and varies approximately 90 feet in elevation from west to east. Surface water features include Lotus Lake, Round Lake, Horse Lake, Bear Trap Lake, Kinney Lake, Mud Lake, North and South Twin Lakes, Sucker Branch Creek, and the Apple River. The depth to ground water varies from near surface to about 10 feet below ground surface on the subject property.
- Lowlands, recreational lakes, farmland and farmsteads, woodlands, fallow grasses, and residences border rural areas of the subject property. The urban areas in Nye, Wanderoos, Deronda, and Amery include residential and commercial development.
- No building structures, aboveground storage tanks (ASTs), underground storage tanks (USTs), hazardous waste, soil staining, or stressed vegetation were observed on the subject property.

- Occasional piles of solid waste (refrigerators, freezers, and other materials) are scattered along the borders of the subject property. This waste appears to have been disposed by local residents and not by railroad use.
- This assessment did not reveal any sources of contamination originating on the subject property. Environmental records searches did reveal nine recognized environmental concerns (RECs) associated with properties that adjoin or are near the subject property. All of these properties pose a potential contamination threat to the subject property through migration from these off-site sources. Refer to Table 1 for a listing of these properties.

Conclusions

We performed this Phase I ESA of 13.48 miles of railroad corridor beginning 3 miles south of Dresser extending to Amery, in Polk County, Wisconsin, in general conformance with the scope and limitations of ASTM Practice E 1527-00. Any exceptions to, or deletions from, this practice are described in the "Limitations and Exceptions of Assessment" section of this report. This Phase I ESA revealed evidence of 10 recognized environmental conditions (RECs) that have the potential to affect the subject property. The following is a list of the RECs:

Nye Store LUST site	Section 1	(See Figure 7 for location)
Wanderoos Gift & Grocery LUST site	Section 4	(See Figure 7 for location)
Anderson Property ERP site	Section 7	(See Figure 7 for location)
Gorres Oil Co. Bulk Plant ERP site	Section 7	(See Figure 7 for location)
Equity Cooperative DATCP site	Section 7	(See Figure 7 for location)
Superlocker LUST site	Section 7	(See Figure 7 for location)
Amoco bulk plant site	Section 7	(See Figure 7 for location)
Railroad section house site	Section 7	(See Figure 7 for location)
City of Amery LUST site (Center Street)	Section 7	(See Figure 7 for location)

These sites are within close proximity to the subject property and are still under investigation, remediation, or environmental monitoring. They pose a potential threat to soil and ground water quality on the subject property. They should not impede the use of the property as a recreational trail; however, there is a risk that excavation or installation of a potable water supply near these sites could encounter contamination.

The discarded solid waste along the subject property is a business environmental risk that should be taken into account when purchasing this property. Other than the solid waste, no environmental concerns originating from the subject property were discovered in this assessment.

Introduction

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of an approximately 13.48-mile railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. The Wisconsin Central Ltd. Railroad currently owns the corridor. Polk County intends to use the corridor for a recreational trail.

A book of figures (Exhibit A) supplied by Polk County is in Appendix A. The figures define the area of sale. The corridor is referred to as the subject property in this Phase I ESA report. To facilitate discussion, the corridor was divided into seven sections. The sections are as follows:

Section 1	90 th Avenue (start) to CTH Y (Nye)
Section 2	CTH Y (Nye) to Big Lake Drive
Section 3	Big Lake Drive to HWY 65 (Wanderoos)
Section 4	Hwy 65 (Wanderoos) to CTH P (Deronda)
Section 5	CTH P (Deronda) to CTH C
Section 6	CTH C to 105 th Avenue
Section 7	105 th Avenue to Apple River (finish)

Table 1 summarizes the location, length, and report figures that pertain to each section.

This Phase I ESA has generally been prepared following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix B.

Purpose

The purpose of this Phase I ESA is to investigate the property with respect to the potential for petroleum contamination and the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This Phase I ESA identifies recognized environmental conditions (REC). The term "recognized environmental conditions" means the presence, or likely presence, of hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into the ground, ground water, or surface water of the subject property. This Phase I ESA also identifies historical recognized environmental conditions (HRECs). The term "historical recognized environmental condition" means an environmental condition that in the past would have been considered a REC; however, due to remediation or case closure, the condition is not currently considered to be a REC.

Limitations and Exceptions of Assessment

This ESA does not include a certified asbestos survey, asbestos sampling, analyzing drinking water or painted surfaces for lead content, a naturally occurring radioactive materials (NORM) survey, or any other environmental sampling or testing (e.g., soil, water, air, building materials).

Weather conditions were overcast and warm on the day of the site reconnaissance visit and did not limit observations on the subject property. The entire property was viewed by driving a 4-wheel drive ATV along the corridor.

Site Description

Site Location and Property Description

The subject property covers portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; Sections 21, 25, 26, 27, 26, Township 33 North, Range 18 West, in Polk County, Wisconsin. The general property location is shown on U.S. Geological Survey quadrangle maps in Figures 1, 2, and 3.

The subject property is approximately 13.48 miles long and encompasses approximately 173.685 acres. The tracks have been removed from subject property. No buildings are currently associated with the subject property. The approximate property boundaries are shown in Figures 4 through 20.

The property right-of-way width is generally 100 feet throughout the corridor. In urban areas including Nye, Wanderoos, Deronda, and Amery, the right-of-way varies from 40 feet to 200 feet in width.

Site and Vicinity Characteristics

The entire property consists of an elevated gravel railroad grade with vegetation protruding along the length of the corridor. Vegetation included grasses, weeds, and trees.

The subject property traverses rural and urban areas in a generally west to east direction. Rural areas include occasional residences, farmsteads and farm fields, lowlands, lakes, streams, and woodlands. In urban areas, numerous residences and businesses border the property. Urban areas include Nye, Wanderoos, Deronda, and Amery. Businesses include a gas station in Nye, a bread store and storage shed in Wanderoos, Anderson Construction and Supply east of Deronda, a refurbished train depot (Bear Trap School No. 6) east of CTH C, Ferrell Gas east of 105th Avenue, and an elementary school, chiropractor, Lamperts Lumber and a closed meat packing plant and deli in Amery.

Current and Past Uses of Subject Property

The tracks have been removed from the railroad grade and local residents are currently using the property as a recreational trail. Portions of the property have been washed out or are partially overgrown by vegetation. In the past, the property was used as an active railroad track to haul freight. Before the property was a railroad, it was either undeveloped or used as farmland. The subject property does not currently have any building structures or improvements other than culverts, bridges, and utility crossings.

Current and Past Uses of Neighboring Properties

Current land uses on neighboring properties include the following:

Section 1—Farmland, lowland, fallow grasses, recreational lakes, commercial, woodland and residential

Section 2—Recreational lake, lowland, farmland, woodland, fallow grasses, and residential

Section 3—Farmland, woodland, lowland, fallow grasses, and residential

Section 4—Lowland, farmland, woodland, fallow grasses, residential, and commercial

Section 5—Lowland, farmland, recreational lake, woodland, fallow grasses, and commercial

Section 6—Woodland, lowland, fallow grasses, residential, and a refurbished train depot

Section 7—Farmland, lowland, fallow grasses, recreational lakes, commercial, woodland, and residential, and includes the City of Amery

The general area has historically been farmland, woodland, and lowland with commercial areas near Nye, Wanderoos, Deronda, and Amery. Occasional residences have historically been located along the corridor and have become more numerous in recent years.

DRAFT

APPENDIX C: RESOLUTION

1 Resolution No. 28-18
2 Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan
3 and Cattail Trail (Polk County Segment) Plan

4 TO THE HONORABLE CHAIRPERSON AND SUPERVISORS OF THE COUNTY BOARD OF
5 THE COUNTY OF POLK:

6 Ladies and Gentlemen:

7 WHEREAS, in coordination with the Wisconsin Department of Natural Resources (WDNR), Polk
8 County manages and operates the Stower Seven Lakes State Trail and the Polk County segment of
9 the Cattail Trail without a valid trail plan for the use of either trail as otherwise required by
10 applicable Natural Resources regulation and specific provisions of the respective memorandum of
11 understanding with WDNR; and

12 WHEREAS, it is beneficial to the citizens of Polk County and other users of these trails and in the
13 interest of the County for Polk County to continue as sponsor and managing coordinator of the
14 Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail; and

15 WHEREAS, the Environmental Services Committee has recommended to the County Board to
16 provide for a comprehensive trail plan development process involving the two connected trails of the
17 Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail, and to conduct
18 such comprehensive process in accordance with Natural Resources administrative regulations
19 concerning trail plan development, including, but not limited to Chapter NR 44 and the applicable
20 provisions of the memorandum of understanding for each respective trail.

21 NOW, THEREFORE, the Polk County Board of Supervisors resolves as follows:

- 22 1. Resolution No. 43-17, Authorizing the Development of a Multi-Use, Multi-Season Trail
23 Management Plan for Stower Seven Lakes Trail, is rescinded.
24 2. Resolution 59-17, Affirming Polk County As Sponsor and Managing Coordinator of The
25 Stower Seven Lakes State Trail, is amended, at Lines 23-28, as follows:

26 "NOW, THEREFORE BE IT RESOLVED that the Polk County Board
27 of Supervisors affirms the commitment of Polk County to serve as
28 sponsor and managing coordinator of the Stower Seven Lakes State Trail
29 and the Polk County segment of the Cattail Trail and to perform or
30 carry-out all responsibilities of sponsor and managing coordinator of the
31 Trail each such trail consistent with applicable federal and state law,
32 regulatory provisions, ~~and grant conditions, and terms and conditions of~~
33 the respective memorandum of understanding.

34 BE IT FURTHER RESOLVED that the Polk County Board of
35 Supervisors agrees to the terms of the Memorandum of Understanding
36 and Cooperative Easement, ~~attached hereto,~~ concerning the Stower
37 Seven Lakes State Trail."

- 38 3. The Environmental Services Committee is authorized and directed to engage in and conduct
39 a comprehensive trail plan development process for the purpose of preparing a state trail plan
40 for the Stower Seven Lakes State Trail and a trail plan for the Polk County segment of the Cattail
41 Trail.
- 42 4. The Environmental Services Committee is authorized and directed to form a
43 subcommittee to develop and provide advisory recommendations to the Committee in the
44 course of the comprehensive trail planning process, including, but not limited to, the
45 formation of the trail plans that would be presented for public hearing conducted by the
46 Committee.
- 47 5. Such subcommittee shall be composed of 5, 7 or 9 members as determined and appointed
48 by the Environmental Services Committee.
- 49
50 6. The membership of the subcommittee shall include one member of the Environmental
51 Services Committee, who shall serve as subcommittee chairperson; at least one
52 authorized representative of the Friends of the Stower Seven Lakes Trail; and the
53 remaining members as persons who are affected by or interested in the use, management
54 and operation of either the Stower Seven Lakes State Trail or the Polk County segment of
55 the Cattail Trail.
- 56 7. Notwithstanding present resolution to the contrary, the members of the subcommittee
57 may receive per diem compensation as determined by the County Board after the
58 Committee has formed the subcommittee and appointed its members.
- 59 8. The comprehensive planning process authorized herein and the trail plans prepared
60 through such process shall be consistent with Chapter NR 44, Wis. Adm. Code to the
61 extent practicable and the applicable terms and conditions of the memorandum of
62 understanding between Polk County and the Wisconsin Department of Natural Resources
63 Department.
- 64 9. The provisions of Resolution No. 59-17 not affected herein shall remain in effect.

Fiscal Note: This resolution does not require additional appropriation from the General Fund for the 2017 fiscal year to carry out the organizational matters of the resolution. The costs to carry out the organizational matters can be covered with the budgets of the County Board and the county department designated to administer and manage the trails. The costs to gather data and analysis and preparation for public involvement participation events are unknown at this time and will be addressed when the Environmental Services Committee prepares a public involvement plan.

Legal Note: The resolution presents no legal impacts and provides for compliance with administrative regulation and contractual obligations concerning the County's management and operation of the respective trails.

Signed and sponsored by:

Brad Olson, Supervisor, District #1

Doug Route, Supervisor, District #2
Dean Johansen
 Dean Johansen, Chair,
 Supervisor, District #3,

Chris Nelson, Supervisor, District #4

Tracy LaBlanc, Supervisor, District #5

Brian Masters, Supervisor, District #6

Michael Prichard, Supervisor,
 District #7

James Edgell, Supervisor, District #8

Kim O'Connell, Supervisor, District #9

Larry Jepsen, 2nd Vice Chair,
 Supervisor, District # 10

Jay Luke, 1st Vice Chair,
 Supervisor, District #11

Kate Isakson, Supervisor, District #12

Russell Arcand, Supervisor, District #13

John Bonneprise, Supervisor, District #14

Joe DeMulling, Supervisor, District #15

Effective Date:	Upon Passage
Dated Submitted To County Board	March 20, 2018
Reviewed and Approved as to Form:	Second Reading:
<u>Jeffrey B. Fuge</u> Jeffrey B. Fuge, Interim County Administrator/Corporation Counsel	Fiscal Impact and Legal Impacts: As stated in the resolution.
<p>At its regular business meeting on the 20th day of March, 2018, the Polk County Board of Supervisors acted on Resolution No.28-18: Resolution In Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan and Cattail State Trail (Polk County Segment) Plan , as follows:</p> <p><input checked="" type="checkbox"/> Adopted by simple majority of the board of supervisors by a vote of <u>8</u> in favor and <u>6</u> against. <i>1 absent</i></p> <p><input type="checkbox"/> Enacted by unanimous vote.</p> <p><input type="checkbox"/> Defeated</p> <p>SIGNED BY: <u>Dean Johansen</u> Dean Johansen, County Board Chairperson</p> <p>Attest: <u>Sharon E. Jorgenson</u> Sharon E. Jorgenson, County Clerk</p>	

CATTAIL TRAIL

POLK COUNTY, WISCONSIN

MASTER PLAN

June, 2018

Polk County Environmental Services Committee

Kim O'Connell-Chairman

Brad Olson -Vice Chairman

Jim Edgell

Doug Route

Tracy LaBlanc

Department of Natural Resources

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Introduction and Executive Summary

This Master Plan represents the strategy of Polk County as well as various trail advocates and user groups, and the Wisconsin Department of Natural Resources (WDNR) for the development, operation, and maintenance of an 11.8 mile railroad corridor presently known as the Cattail Trail. The trail is located on a former Minneapolis St. Paul and Sault Ste. Marie Railroad right-of-way which begins in Amery, WI and extends into the Village of Turtle Lake, Wisconsin. In the rural branch of the corridor, the trail width is 10 to 12 feet wide with a 100 foot wide right-of-way. The trail runs in a west to east direction. Map 1 shows the regional location of the trail. Map 2 shows the location of the trail in Polk County.

The trail right-of-way was purchased from Wisconsin Department of Transportation in 2000 by the WDNR. Property was transferred to the WDNR and recorded in quick claim document number 605297. A Memorandum of Understanding (MOU) was signed by the Wisconsin Department of Natural Resources (WDNR) and the County of Polk in 2003 (Appendix A). Under the terms of the MOU, the WDNR will grant a trail easement to Polk County as well as designate the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The WDNR will also complete an environmental review of the property pursuant to s. 1.11, Stats., and Chapter NR 150, Wis. Adm. Code. In addition, the WDNR will work with Polk County to identify funding sources for the development and repair of the trail. Under this same MOU, Polk County will be responsible for the development, operation, repair, and maintenance of the trail.

The trail is a year round trail that has a packed gravel surface.

Section 1 Goals and objectives

A. Goals

To provide and preserve the 11.8 mile recreation trail.

The trail will be available year round use that will provide recreational activities for all to use.

B. Objectives:

- To complement present economic benefits of trails existing in Polk County and provide opportunities for economic development not reflected in current trail usage.
- To provide recreational opportunities that complement present trail opportunities in Polk County and provide recreational opportunities that presently are underrepresented in the Polk County Trail system.
- To enhance opportunities for tourism in Polk County.

- To respect the wishes and investments of landowners and communities through which the trail passes.
- To provide for recreational opportunities that promotes the health and safety of the community.
- To preserve the rural character and environmental integrity of the trail.
- To anticipate the urbanization of the area through which the trail passes and provide for possible future use of the trail as an alternative transportation system between communities.
- To provide opportunities for the greatest number of projected uses of the trail consistent with the previous objectives.
- Hunting will not be allowed on the trail or with in the right-a way. Signs will be posted to inform the public.

On July 31, 2018 a public hearing was held in Polk County to assess the interested public's desired uses or the trail. The information gained from these public hearings, in combination with information and input from other sources, formed the basis for the proposed recreational trail use.

Polk County and Barron Counties are cooperating on the trail to establish similar uses.

III. Proposed Management and Land Development

A. Land Acquisition and Ownership

- The Wisconsin Department of Natural Resources (WDNR) acquired the rail grade right-of-way from the Wisconsin Department of Transportation by means of Stewardship funds. The WDNR has paid all costs to acquire the property and will maintain ownership of the entire right-of-way. Under the terms of the MOA, the WDNR will convey a non-exclusive easement to Polk County and other valuable consideration. The WDNR will not issue other easements that will adversely affect the use of the property for the intended trail purposes.
- Additional property may be acquired to support trail functions and unique ecosystems.

B. Uses of the Trail Corridor

Because the Cattail Trail is a multi-use, multi-season trail that provides recreational trail opportunities to as many different interests as possible, the following was determined by the trail planning subcommittee for encouraged primary and secondary uses, allowed uses and the prohibited uses of the Cattail Trail.

1. Encouraged Primary Uses

- ATV/UTV Use
- Walking, Hiking, Jogging
- Horseback Riding
- Snowmobiling: Snow-cover periods. Restricted to published trail use periods. Only groomed areas may be traveled.
- Wildlife and bird watching

2. Encouraged Secondary Uses

- Cross-Country Skiing and Snowshoeing
- Bicycling: All Season

3. Allowed Uses

- Pets: With restrictions including leashes, feces disposal and closed areas.
- Public Road Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Residential Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Private Farm and Recreation Crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Other crossings: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.
- Utilities: WDNR rules will govern this, and as landowner, WDNR will be the primary contact.

4. Prohibited Uses

- Motorized Vehicles: Other than snowmobiles operating as permitted during snow-cover periods and ATV's/UTV's operating all-season, only administrative and maintenance vehicles, small electric carts used by disabled individuals during snow-free periods and vehicles on designated roadways and parking areas may operate within the trail corridor.
- Hunting and trapping.
- Camping: Within the trail corridor except in designated campsites.
- Private occupancy.
- Conducting Business, Promotions or Advertising: Within the trail corridor without the express consent of the Polk County Property, Forestry & Recreation Committee and the WDNR.

C. Development Program

1. Initial Development

The MOU specifies that the development of the trail is the responsibility of Polk County. The WDNR will grant an easement to Polk County for the development, maintenance and operation of the trail. It is understood that the WDNR will assist Polk County financially with trail development through available grant/ aid programs.

In 1999 the Wisconsin DNR completed a Feasible Study and Environmental Assessment of the Cattail Trail that can be viewed on the Wisconsin DNR website. The initial development phase of the trail was completed in 2005. Subsequent long-term development activities will occur as demand, opportunity and funding allow.

2. Development Standards

In accordance with the MOA, the trail was developed in compliance with the WDNR Design Standards Handbook, Chapter 30 – Trails. WDNR “Bridge Guidelines for New and Replacement Structures – Snowmobile and All-Terrain Vehicle” (Publ-CA-005 89), WDNR “Snowmobile Trail Signing Handbook” (Publ-AA-023), and AASHTO “Guide for the Development of Bicycle Facilities” will also be followed. All structures placed in the WDNR Right-Of-Way will need prior WDNR approval.

Associated facilities, if any, will be designed and constructed in compliance with state and local building codes and the American’s With Disabilities Act.

D. Operation & Maintenance Program

Polk County will have the primary responsibility for the operation and maintenance of the trail in Polk County. The Parks, Forestry, Buildings, and Solid Waste Department under the direction of the Environmental Service Committee will act as the primary agent of the County. It is the intent of Polk County to encourage the “Friends” of the trail group to assist in planning and accomplishing the operation and maintenance of the trail.

The daily operation of the trail will be directed by Chapters NR 45 (State Parks and State Forests), NR 50 (Administration of Outdoor Recreation Program Grants and State Aids), and NR 65 (All-Terrain Vehicles) of the Wis. Admin. Code. These codes will be supplemented by Polk County ordinances and park directives. Daily operation is directed and performed by the Polk County Parks, Forestry, Buildings and Solid Waste Department and its contractors and cooperators. Daily routine enforcement is the responsibility of Polk County.

User fees will not exceed those established in s. 27.01, Stats., and will be subject to written approval by the WDNR. The standard state trail bicycle fees will be charged and State bicycle trail passes will be honored. Prior to selling trail passes on the trail or in neighboring businesses, a State Trail Pass Agreement will need to be signed with the WDNR.

User information will include maps, brochures and signing that will provide facility, service, safety and emergency information, rules, regulations and advice on a seasonal basis.

Trail maintenance is directed and performed by the Polk County Parks, Forestry, Buildings, and Solid Waste Department and its contractors and cooperators. Primary cooperators are the Polk County Snowmobile/ATV/UTV Clubs who oversee trail maintenance and grooming for snowmobile use.

E. Interpretation

In Polk County the trail offers many opportunities to make trail users more aware of the landscape they are traveling through. Opportunities exist to provide interpretive information on the geology, the numerous ecosystems, the native wildlife, and the cultural history of the area. Interpretation is a long-term objective that can be accomplished jointly by Polk County and local interest groups.

F. Wildlife Management

The trail passes through many ecosystems and will provide many opportunities to observe wildlife. Due to the limited land base, many wildlife management opportunities are precluded. Polk County will cooperate with the WDNR and other groups interested in wildlife management in making the trail corridor available to wildlife management within the overall objectives of the master plan.

G. Timber and Vegetative Management

The vegetation adjacent to the trail is representative of the great natural diversity that occurs in Northwestern Wisconsin. Most species are native or are considered to be naturalized thus requiring little vegetative management. Some management will be practiced to promote aesthetics, eradicate invasive species, enhance wildlife, protect prairie and oak savannas, and protect trail users and facilities.

H. Management Problems

A number of management problems have been identified that will need to be dealt with as they occur.

- Control of non-allowed uses will be achieved through a combination of public information, using Park and Sheriff's Department personnel, and peer pressure as use of the trail increases.
- Vandalism to signs, bridges and the trail surface will be addressed through regular inspections, rapid repair, enforcement, and peer pressure as the use of the trail increases.
- Trail crossings will require much attention. All existing crossing agreements will require review and modification to reflect the present and

future uses. Requests for new crossings will be handled on an individual basis in accord with the WDNR “Department Design Standards Handbook”. Routine inspection will insure compliance to crossing agreements and will ensure control of unauthorized crossings.

- Trespass, both to and from the trail corridor may require the use of various control options including planting, fencing, signing, surveying and law enforcement.
- Invasive species management

I. Recreation Needs and Justification

Following is Wisconsin’s 2011-2016 Statewide Compliance Outdoor Recreation Plan (SCORP) identifying participants by participation rate (Age 16+), 5 year view of various outdoor recreation activities.

Activity	2005–2009 Participation	
	Percent Participating	Number of Participants (1,000s)
Walk for pleasure	87.7	3,947
View/photograph natural scenery	65.3	2,939
Attend outdoor sports events	65.0	2,926
Family gathering	63.5	2,858
Visit nature centers, etc.	63.5	2,858
View/photograph other wildlife	57.9	2,606
Driving for pleasure	52.8	2,377
View/photograph wildflowers, trees, etc.	52.4	2,359
Sightseeing	50.6	2,278
Bicycling	48.7	2,192
Picnicking	47.0	2,115
Visit historic sites	46.7	2,102
Snow/ice activities (any type)	45.9	2,066
Gather mushrooms, berries, etc.	42.8	1,926

Activity	2005–2009 Participation	
	Percent Participating	Number of Participants (1,000s)
Off-highway vehicle driving	19.8	891
Trail running	18.6	773
Snowmobiling	18.3	824
Cross country skiing	8.8	396
Horseback riding on trails	6.6	297
Snowshoeing	6.1	275
Inline skating	2.5	113
Day hiking	36.7	1,652
Running or jogging	32.1	1,445
Mountain biking	30.7	1,382
Sledding	28.2	1,269

APPENDIX

DRAFT

Appendix A

MEMORANDUM OF AGREEMENT BETWEEN POLK COUNTY AND THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

I. Introduction

The purpose of this Memorandum of Agreement, (MOA) is to set forth the agreements and understandings which have been reached between POLK County, (County) and the State of Wisconsin Department of Natural Resources (DNR) regarding the acquisition, development, and operation of approximately 11.7 miles of abandoned rail property located in POLK County known as the CATTAIL STATE TRAIL. The corridor is presently owned by the WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

The DNR is interested in preserving the corridor for recreational trail purposes. POLK County is interested in developing, maintaining, and operating a recreational trail on the corridor provided the DNR acquires the same. POLK County and the DNR agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The map attached to this MOA describes in general the recreation corridor. An exact legal description of the property will be agreed upon prior to the execution of trail easements.

III. Consideration

The DNR HAS acquired the grade from ALMENA to AMERY from the corridor owners. The DNR will execute trail easements with the County for one dollar or other valuable consideration. The County will develop, operate, maintain, and police the trail.

IV. Obligations of the DNR

1. The DNR will purchase the CATTAIL TRAIL, and additional parcels necessary for trail purposes as identified in the master plan, from willing sellers as the property and funds become available. All acquisitions may be subject to Natural Resource Board and Governor's approvals.
2. The DNR will pay all reasonable and allowable costs to acquire the property.
3. The DNR will purchase all parcels, (except those lands presently under local public ownership acquired with the state or federal recreation aid grants) which may be necessary to obtain clear title to the property and pay all reasonable and allowable

costs associated therewith. DNR will not accept title to or purchase land which have been acquired by the County for trail purposes through the eminent domain process.

4. The DNR will convey by easement to the County the right to develop, maintain, repair and operate a recreational trail as a component of the state trail system. The County accepts the trail "as is" on the date of transfer.
5. The DNR agrees to complete the environmental review process for the purchase of the property pursuant to s. 1.11, Stats. and Chapter NR 150, Wisconsin Administrative Code, and the DNR represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOA exists that would inhibit the ability of the County to possess and improve the property as contemplated by this MOA. If, however, such prohibitive conditions are discovered, either the DNR shall take all steps reasonably necessary to remove such conditions or the intent of this MOA being frustrated, the MOA shall terminate.
6. The County will coordinate the official naming of the Trail, with final approval of the name resting with the Department of Natural Resources Board. The NRB has approved of buying this trail as the "Cattail State Trail".
7. The DNR will designate the trail as a "State Trail", and will make any signing or indication of designated state trail status available to the County.
8. The DNR will make its "Adopt-a-Trail" program available to the County. The DNR has an application process for groups interested in adopting a section of trail. Applications are valid for a year. This program is similar to the DOT Adopt-a-Highway segment.
9. The DNR shall hold harmless and indemnify the County and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, that may arise from the performance of the duties of the DNR by the DNR, its officers, employees, agents, contractors, subcontractors, permittees, volunteers, and servants under the terms of the MOA. In any action or proceeding brought against the County, or its employees by reason of any such claim, the DNR shall defend the County.

V. Obligations of the County

1. The County will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the trail project.
2. The County may identify, and in cooperation with the DNR, make initial contacts with landowners whose property is available for purchase for trail corridor purposes. A description of the property identified for purchase shall be forwarded to the DNR and include the name, address, and phone number of the seller(s). The County may cooperate with other local units of government and organizations in this process.

3. The County, with the assistance of the DNR will coordinate and prepare a master plan consistent with Chapter NR 44, Wisconsin Administrative Code, for the project. The master plan is to be completed prior to any trail development that utilizes state or federal grant funding. Specific recreational uses will be determined through the master planning process.
4. The County shall convey to the DNR merchantable title as evidenced by title insurance to all lands within or adjacent to the above described recreation corridor currently owned by the County necessary for development of the trail as called for in the Master Plan. The DNR will pay for such lands at current market value. Transfers of lands purchased by federal aid grants shall be without cost.
5. The County will enter into an easement in perpetuity with the DNR to accomplish the purposes contained in paragraph V. 6.
6. The County, within 5 years of the date of acquisition, will develop, maintain, repair, fence where necessary, operate the project lands located within the County for recreational trail purposes, as funding becomes available. Until development occurs, the County will assume all monitoring, enforcement, and maintenance responsibilities on the trail corridor.
7. The County agrees the trail will meet or exceed DNR trail standards as identified in the DNR's Design Standards Handbook. The DNR has no obligation to develop and operate the trail at any time.
8. The County agrees that any advertising or display material relating to the trail shall clearly identify the property is owned by the DNR and under the management and control of the County.
9. The County, in connection with this MOA, shall open the facilities to the general public subject to reasonable rules and regulations, fees and charges, as the DNR deems necessary for the management and operation of the trail.
 - A. Rules and regulations.
Pursuant to NR 45, Wisconsin Administrative Code, the DNR retains management, supervision, and control over the premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County.
 - B. Admission Fees, if any, charged by the County shall not exceed those Established in Chapter NR 45.12, Wisconsin Administrative Code for the State Trail Pass. Fees shall be subject to written approval by the DNR. The County may establish its own admission fee program as payment for its services under this MOA. If admission fees are charged, the State Trail Pass, both annual and seasonal, the conservation patron license and senior citizen recreation card issued by the DNR shall be honored without additional admission charges.

The County may utilize and sell the State Trail Pass and retain (up to) a 70% commission to be used for trail operations and maintenance. The County may

use vendors to sell the pass. (A separate Trail Pass Sales Agreement between the County and the DNR will be executed, detailing the sales and remittance procedures.)

10. In the performance of its rights and duties hereunder, including the operation of the recreational trail, exercise of its right herein, including but not limited to the operation of the easement property as a recreational trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation or membership in the National Guard, state defense force or any other reserve successors or designees.
11. The County may enter into agreements with the Friends Groups which meet the criteria in Chapter NR 1.71, Wisconsin Administrative Code. In recognition of the status of this trail as a State Trail, and of the DNR's substantial financial involvement, the DNR shall also be a co-signor of any Friends agreement.
12. The County may enroll volunteers for the Adopt-a-Trail program sponsored by the DNR, following DNR policies and procedures. Any volunteers of the Adopt-a-Trail program shall be considered as volunteers of the DNR and not either employees or volunteers of the County.
13. The County will indemnify and hold harmless the DNR and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOA by the County, its agents, contractors, servants, licensees, permittees, or employees. In case any action or proceeding is brought against the DNR or its employees by reason of any such claim, the County upon notice from the DNR will defend such action or proceeding.

VI. General

1. This Memorandum of Agreement is subject to all applicable laws and regulations. The establishment of this trail is subject to approval by the Natural Resource Board and Governor.
2. This Memorandum of Agreement may be revised by mutual written agreement of the DNR and the County.
3. The DNR must approve all land transactions, trail crossings and easements for the trail corridor, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the County. If requests conform to the guidelines, they will be referred to the DNR for executing an easement, lease, or agreement. If the requests do not conform to DNR guidelines, the County will deny the request. All proceeds from these transactions shall be payable to the DNR.
4. An annual meeting between the County and DNR will take place to review development and acquisition progress, operational problems and maintenance

standards needing attention and to exchange ideas and information for the good of the trail project.

5. This MOA shall not be construed as creating a public debt on the part of the DNR in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.

VII. Termination

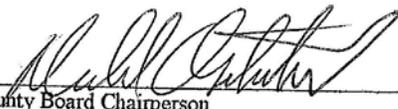
1. County. The County may terminate their Memorandum of Agreement or the easement from the DNR by providing to DNR ninety (90) days written notice of said termination. In the event the County terminates this Memorandum of Agreement or the easement from the DNR, the County will assume compliance responsibility for any state or federal recreation grant 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 DNR by the defaulting County(s). A payment equal to any other grant amount awarded through the community assistance program for development shall be paid to the DNR by the defaulting County(s) based on remaining useful life values of the improvements.
2. DNR. The DNR may terminate this Memorandum of Agreement or the easement with the County in the event that:
 - A. The County breached any term or condition in the Memorandum of Agreement or the easement and said breach remains uncorrected for a period of sixty (60) days from the receipt of the DNR's written notification of said breach by the County. In the event the County breached any term or condition of their Memorandum of Agreement or the easement from the DNR the County will assume compliance responsibility for any state or federal recreation grant fund assisted areas.
 - B. The DNR determines that the continued use of the premises as a recreational trail would be inconsistent with the management needs or objectives of the DNR or the State of Wisconsin. In exercising its termination rights under this provision the DNR shall give the County(s) 180 days notice of termination and reimburse the County(s) for developed improvements, subject to the availability of future appropriations.

IN WITNESS WHEREOF, DNR and the County have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

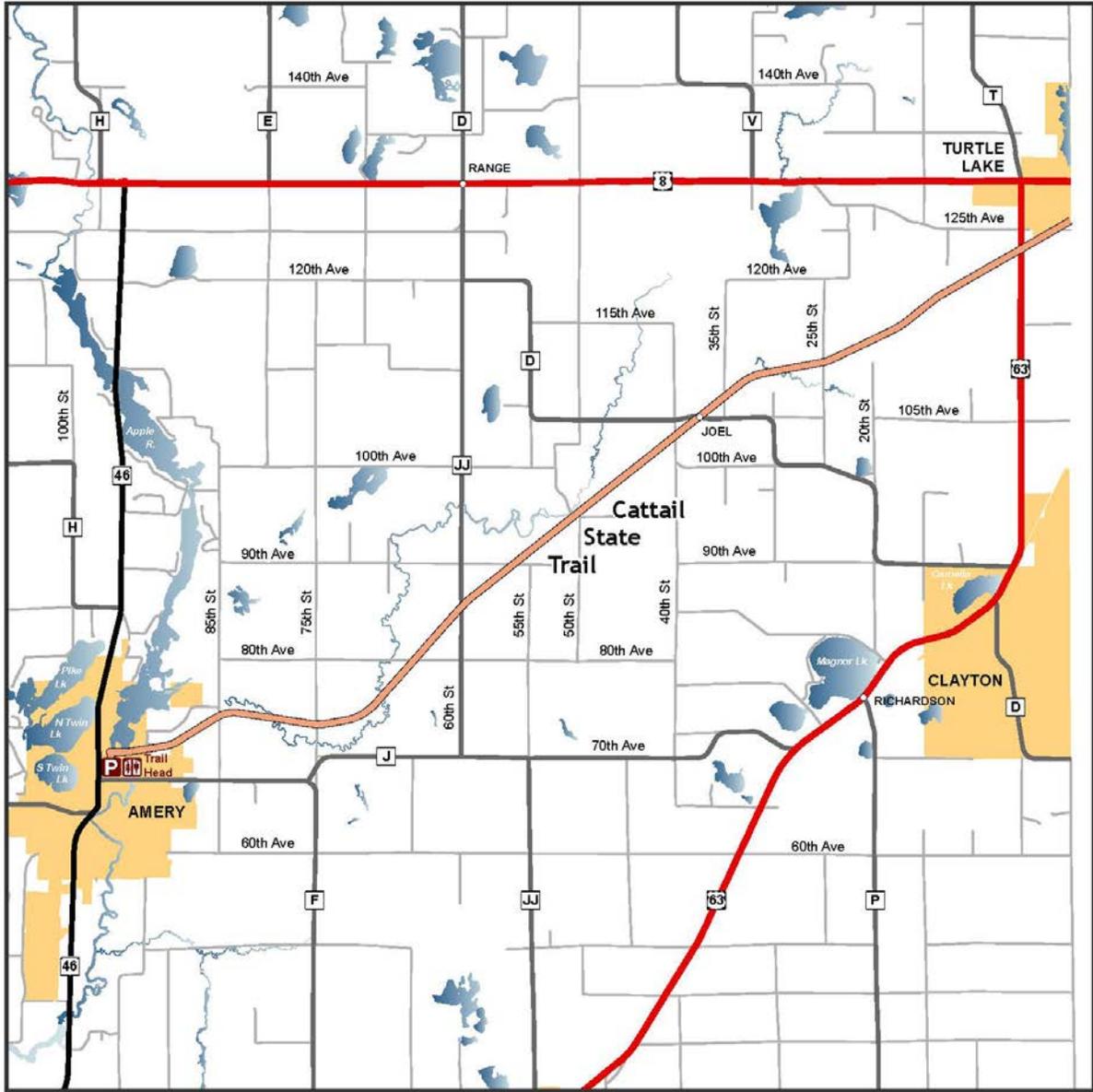
By Scott Hassett 12-18-03
Scott Hassett, Secretary Dated

POLK COUNTY

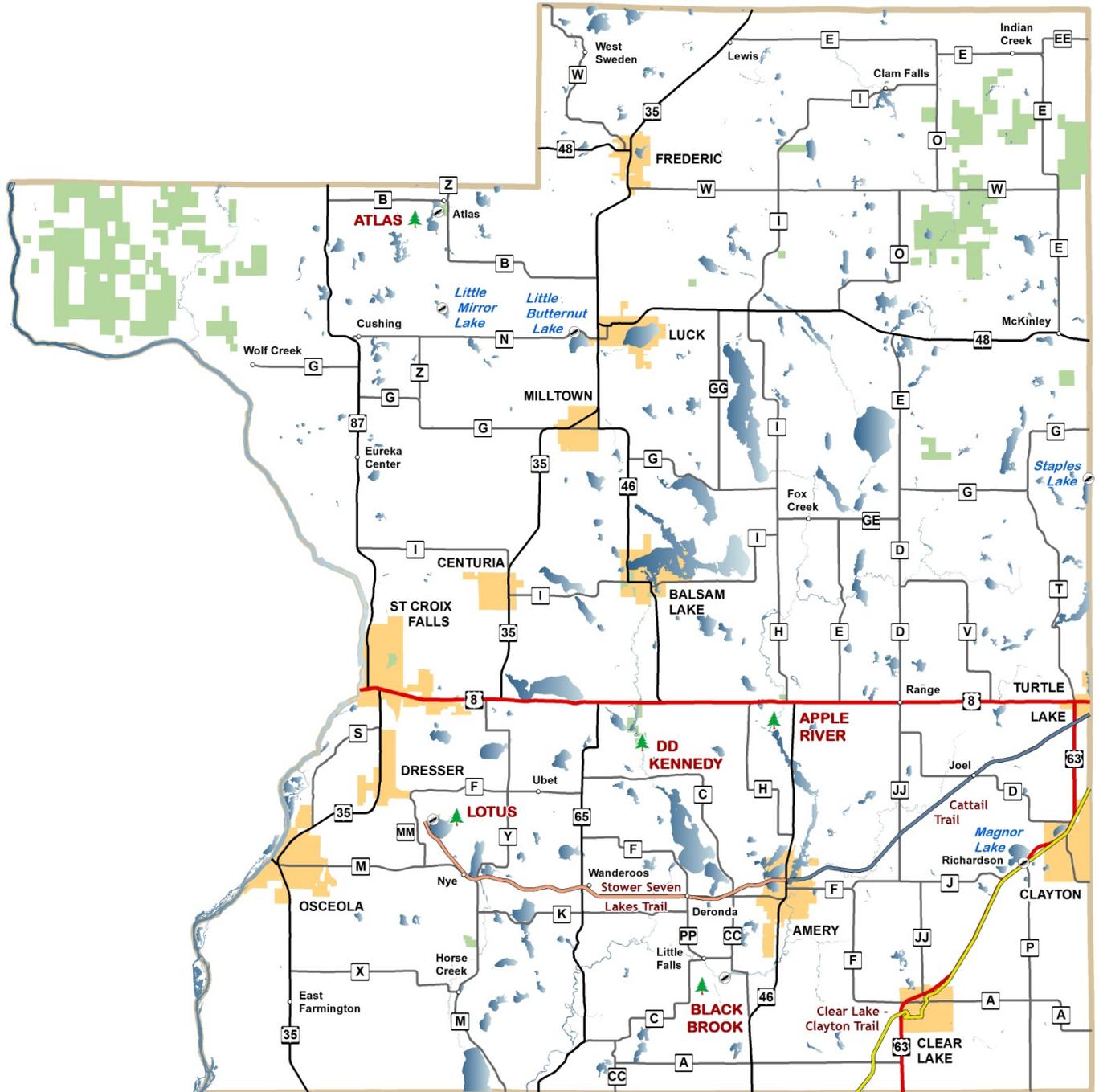
By  8-22-08
County Board Chairperson Dated



Map 1



Map 2



APPENDIX B: RESOLUTION

1 Resolution No. 28-18
2 Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan
3 and Cattail Trail (Polk County Segment) Plan

4 TO THE HONORABLE CHAIRPERSON AND SUPERVISORS OF THE COUNTY BOARD OF
5 THE COUNTY OF POLK:

6 Ladies and Gentlemen:

7 WHEREAS, in coordination with the Wisconsin Department of Natural Resources (WDNR), Polk
8 County manages and operates the Stower Seven Lakes State Trail and the Polk County segment of
9 the Cattail Trail without a valid trail plan for the use of either trail as otherwise required by
10 applicable Natural Resources regulation and specific provisions of the respective memorandum of
11 understanding with WDNR; and

12 WHEREAS, it is beneficial to the citizens of Polk County and other users of these trails and in the
13 interest of the County for Polk County to continue as sponsor and managing coordinator of the
14 Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail; and

15 WHEREAS, the Environmental Services Committee has recommended to the County Board to
16 provide for a comprehensive trail plan development process involving the two connected trails of the
17 Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail, and to conduct
18 such comprehensive process in accordance with Natural Resources administrative regulations
19 concerning trail plan development, including, but not limited to Chapter NR 44 and the applicable
20 provisions of the memorandum of understanding for each respective trail.

21 NOW, THEREFORE, the Polk County Board of Supervisors resolves as follows:

- 22 1. Resolution No. 43-17, Authorizing the Development of a Multi-Use, Multi-Season Trail
23 Management Plan for Stower Seven Lakes Trail, is rescinded.
24 2. Resolution 59-17, Affirming Polk County As Sponsor and Managing Coordinator of The
25 Stower Seven Lakes State Trail, is amended, at Lines 23-28, as follows:

26 "NOW, THEREFORE BE IT RESOLVED that the Polk County Board
27 of Supervisors affirms the commitment of Polk County to serve as
28 sponsor and managing coordinator of the Stower Seven Lakes State Trail
29 and the Polk County segment of the Cattail Trail and to perform or
30 carry-out all responsibilities of sponsor and managing coordinator of the
31 Trail each such trail consistent with applicable federal and state law,
32 regulatory provisions, ~~and grant conditions, and terms and conditions of~~
33 the respective memorandum of understanding.

34 BE IT FURTHER RESOLVED that the Polk County Board of
35 Supervisors agrees to the terms of the Memorandum of Understanding
36 and Cooperative Easement; ~~attached hereto,~~ concerning the Stower
37 Seven Lakes State Trail."

- 38 3. The Environmental Services Committee is authorized and directed to engage in and conduct
39 a comprehensive trail plan development process for the purpose of preparing a state trail plan
40 for the Stower Seven Lakes State Trail and a trail plan for the Polk County segment of the Cattail
41 Trail.
- 42 4. The Environmental Services Committee is authorized and directed to form a
43 subcommittee to develop and provide advisory recommendations to the Committee in the
44 course of the comprehensive trail planning process, including, but not limited to, the
45 formation of the trail plans that would be presented for public hearing conducted by the
46 Committee.
- 47 5. Such subcommittee shall be composed of 5, 7 or 9 members as determined and appointed
48 by the Environmental Services Committee.
- 49
- 50 6. The membership of the subcommittee shall include one member of the Environmental
51 Services Committee, who shall serve as subcommittee chairperson; at least one
52 authorized representative of the Friends of the Stower Seven Lakes Trail; and the
53 remaining members as persons who are affected by or interested in the use, management
54 and operation of either the Stower Seven Lakes State Trail or the Polk County segment of
55 the Cattail Trail.
- 56 7. Notwithstanding present resolution to the contrary, the members of the subcommittee
57 may receive per diem compensation as determined by the County Board after the
58 Committee has formed the subcommittee and appointed its members.
- 59 8. The comprehensive planning process authorized herein and the trail plans prepared
60 through such process shall be consistent with Chapter NR 44, Wis. Adm. Code to the
61 extent practicable and the applicable terms and conditions of the memorandum of
62 understanding between Polk County and the Wisconsin Department of Natural Resources
63 Department.
- 64 9. The provisions of Resolution No. 59-17 not affected herein shall remain in effect.

Fiscal Note: This resolution does not require additional appropriation from the General Fund for the 2017 fiscal year to carry out the organizational matters of the resolution. The costs to carry out the organizational matters can be covered with the budgets of the County Board and the county department designated to administer and manage the trails. The costs to gather data and analysis and preparation for public involvement participation events are unknown at this time and will be addressed when the Environmental Services Committee prepares a public involvement plan.

Legal Note: The resolution presents no legal impacts and provides for compliance with administrative regulation and contractual obligations concerning the County's management and operation of the respective trails.

Signed and sponsored by:

Brad Olson, Supervisor, District #1

James Edgell, Supervisor, District #8

Doug Route, Supervisor, District #2

Kim O'Connell, Supervisor, District #9

Dean Johansen, Chair,
Supervisor, District #3,

Larry Jepsen, 2nd Vice Chair,
Supervisor, District # 10

Chris Nelson, Supervisor, District #4

Jay Luke, 1st Vice Chair,
Supervisor, District #11

Tracy LaBlanc, Supervisor, District #5

Kate Isakson, Supervisor, District #12

Brian Masters, Supervisor, District #6

Russell Arcand, Supervisor, District #13

Michael Prichard, Supervisor,
District #7

John Bonneprise, Supervisor, District #14

Joe DeMulling, Supervisor, District #15

Effective Date:	Upon Passage
Dated Submitted To County Board	March 20, 2018
Reviewed and Approved as to Form:	Second Reading:
<u>Jeffrey B. Fuge</u> Jeffrey B. Fuge, Interim County Administrator/Corporation Counsel	Fiscal Impact and Legal Impacts: As stated in the resolution.
<p>At its regular business meeting on the 20th day of March, 2018, the Polk County Board of Supervisors acted on Resolution No.28-18: Resolution In Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan and Cattail State Trail (Polk County Segment) Plan , as follows:</p> <p><input checked="" type="checkbox"/> Adopted by simple majority of the board of supervisors by a vote of <u>8</u> in favor and <u>6</u> against. <i>1 absent</i></p> <p><input type="checkbox"/> Enacted by unanimous vote.</p> <p><input type="checkbox"/> Defeated</p> <p>SIGNED BY: <u>Dean Johansen</u> Dean Johansen, County Board Chairperson</p> <p>Attest: <u>Sharon E. Jorgenson</u> Sharon E. Jorgenson, County Clerk</p>	