

**SAUK COUNTY BOARD OF SUPERVISORS  
MEETING NOTICE/AGENDA**

**COMMITTEE:** COUNTY BOARD OF SUPERVISORS  
**DATE / TIME:** Tuesday, May 30, 2017 6:00 P.M.  
**PLACE:** UW-Baraboo Sauk County Campus, A001 Lecture Hall  
1006 Connie Road  
Baraboo, WI 53913

**REASON FOR MEETING:** SPECIAL: MID-TERM ASSESSMENT  
**SUBJECTS FOR DISCUSSION:**

- 1) Call to Order and Certify Compliance with Open Meeting Law.
- 2) Roll call.
- 3) Adopt Agenda.
- 4) Welcome by Chair Krueger.
- 5) Ground Rules of Mid-Term – Krueger & Gary Becker, Exec. Director-Local Government Institute.
- 6) Facilitated Discussion: Future of Sauk County - Becker.
- 7) Small Group Work: Trends, Opportunities, Threats & Scenarios.
- 8) Results of Small Group Work: Strategies vs. Issues – Becker.
- 9) Identification and Prioritization of Strategic Issues – Becker.
- 10) Resolutions:

**HIGHWAY & PARKS COMMITTEE:**

Resolution 64-2017 Requesting The Sale Of White Mound County Park To Sauk County From Wisconsin Department Of Natural Resources. (Pages 2-3)

Resolution 65-2017 Authorizing Sauk County To Build The Prairie Du Sac/Sauk City Unit Of The Great Sauk State Trail And Approving A Memorandum Of Understanding With The State Of Wisconsin Department Of Natural Resources To Trail Development, Operation And Maintenance. (Pages 4-14)

- 11) Adjourn

**TO:** County Board  
Department Heads  
County Clerk  
Media  
Becker

**DATE NOTICE MAILED:** May 25, 2017

**PREPARED BY:** County Clerk's Office

Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact Sauk County (608-355-3269 or TTY 608-355-3490) between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

**RESOLUTION NO. 64 - 2017**

**REQUESTING THE SALE OF WHITE MOUND COUNTY PARK TO SAUK COUNTY FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

**Background:** In 1965, Sauk County purchased properties with the intent to create White Mound County Park. The County did not have a parks department at the time, so the County sold the property to the State of Wisconsin for one dollar. White Mound County Park is still owned by the State of Wisconsin, and Sauk County has a perpetual easement to operate it as a park and has done so since 1967. The County now has a Parks Department, has successfully proven to have the capability to manage the park and its dam, and has made numerous improvements to the property with plans for many more. Sauk County is requesting that the State of Wisconsin sell White Mound County Park to Sauk County for the total sum of \$1.00, with the understanding that the property remains a public park, offering Nature Based Outdoor Activities.

Fiscal Impact:  None  Budgeted Expenditure  Not Budgeted

**WHEREAS**, Sauk County originally owned the property on which White Mound County Park is located, and in 1967 conveyed it to the State of Wisconsin, but has continually operated, maintained, and improved White Mound County Park under a perpetual easement from the State Conservation Commission of Wisconsin since 1967; and,

**WHEREAS**, Sauk County intends to continue to operate and improve White Mound County Park, and it would be mutually beneficial for Sauk County and the Wisconsin Department of Natural Resources to sell White Mound County Park for the same amount that Sauk County sold it to the State of Wisconsin, which is one dollar with the understanding the property remain a public park.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in special session, that Sauk County formally requests the State of Wisconsin to convey White Mound County Park, more particularly described in the attached Addendum, to Sauk County, and once approved by the State of Wisconsin, the County Board Chairperson and the County Clerk are authorized to sign any documents necessary to effectuate this transaction upon legal review by the Corporation Counsel.

For consideration by the Sauk County Board of Supervisors on May 30, 2017.

Respectfully submitted,

**HIGHWAY AND PARKS COMMITTEE**

\_\_\_\_\_  
TIMOTHY MEISTER, Chair

\_\_\_\_\_  
HENRY NETZINGER

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BRIAN PEPPER

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RICHARD FLINT

\_\_\_\_\_  
DAVID RIEK

**Fiscal Note:** The county currently funds the infrastructure, operating budget, dam and insurance for White Mound County Park so this action would result in no additional expense. The timber management would be assumed by the county.

**MIS Note:** No information systems impact.

KPB

## ADDENDUM

A parcel of land located in Sauk County, Wisconsin, Township 10 North, Range 3 East, Section 1, the SW 1/4 SW 1/4, the SE 1/4 SW 1/4, the NE 1/4 SW 1/4, and the SW 1/4 SE 1/4 thereof and in Section 2, the SE 1/4 SE 1/4 and the SW 1/4 SE 1/4 thereof and in Section 11, the NE 1/4 NE 1/4, the SE 1/4 NE 1/4, and all of the SE 1/4 thereof and in Section 12, all of the W 1/2 of said section and also the W 1/2 of the E 1/2 and the SE 1/4 SE 1/4 thereof and in Section 13, the NW 1/4 NE 1/4, the NE 1/4 NW 1/4, the NW 1/4 NW 1/4, the SW 1/4 NW 1/4 thereof and in Section 14, the NE 1/4 NE 1/4 and the SE 1/4 NE 1/4 thereof which is bounded by a line described as follows:

Beginning at a point which is the center of C.T.H. "GG" and 225.55 feet East of the South 1/4 corner of said Section 12; thence North 89 degrees 25 minutes East, 1580.31 feet; thence North 14 degrees 16 minutes West, 228.71 feet; thence North 22 degrees 38 minutes West, 107.63 feet; thence North 37 degrees 17 minutes West, 193.16 feet; thence North 44 degrees 39 minutes West, 356.41 feet; thence North 1 degree 08 minutes East, 4571.56 feet to the Northeast corner of the NW 1/4 NE 1/4 of said Section 12; thence North 0 degrees 47 minutes East, 1325.12 feet to the Northeast corner of

the SW 1/4 SE 1/4 of said Section 1; thence South 89 degrees 40 minutes West, 1320.50 feet to the Northwest corner of the SW 1/4 SE 1/4 of said Section 1; thence North 0 degrees 40 minutes East, 1325.00 feet to the Northeast corner of the NE 1/4 SW 1/4 of said Section 1; thence South 89 degrees 40 minutes West, 1320.50 feet to the Northwest corner of the NE 1/4 SW 1/4 of said Section 1; thence South 0 degrees 40 minutes West, 1325.0 feet to the Southwest corner of the NE 1/4 SW 1/4 of said Section 1; thence South 89 degrees 40 minutes West, 1320.50 feet to the Northwest corner of the SW 1/4 SW 1/4 of said Section 1; thence North 89 degrees 58 minutes West, 2658.10 feet to the Northwest corner of the SW 1/4 SE 1/4 of said Section 2; thence South 0 degrees 40 minutes West, 1333.79 feet to the Southwest corner of the SW 1/4 SE 1/4 of said Section 2; thence South 89 degrees 52 minutes East, 1326.00 feet to the Northwest corner of the NE 1/4 NE 1/4 of said Section 11; thence South 0 degrees 16 minutes West, 2655.00 feet to the Northeast corner of the NW 1/4 SE 1/4 of said Section 11; thence North 89 degrees 37 minutes West, 1330.00 feet to the Northwest corner of the NW 1/4 SE 1/4 of said Section 11; thence South 0 degrees 23 minutes East, 2621.50 feet to the South 1/4 corner of said Section 11; thence South 89 degrees 25 minutes East, 1300.00 feet to the Northwest corner of the NE 1/4 NE 1/4 of said Section 14; thence South 0 degrees 24 minutes West, 1500.84 feet to a point in the center of C.T.H. "GG"; thence South 88 degrees 09 minutes East, 1148 feet along said C.T.H. "GG"; thence North 56 degrees 06 minutes East, 1734.68 feet along said C.T.H. "GG"; thence South 0 degrees 49 minutes East, 759.30 feet to the Southwest corner of NE 1/4 NW 1/4 of said Section 13; thence North 89 degrees 20 minutes East, 1325.94 feet to the Southeast corner of the NE 1/4 NW 1/4 of said Section 13; thence due North, 1248.15 feet to a point in the center of C.T.H. "GG"; thence North 74 degrees 07 minutes East, 235.02 feet along said C.T.H. "GG" to the point of beginning of this description.

Said parcel contains 1091.57 acres, more or less, and is subject to the existing right-of-way of C.T.H. "GG".

**RESOLUTION NO. 65 - 2017**

**AUTHORIZING SAUK COUNTY TO BUILD THE PRAIRIE DU SAC/SAUK CITY UNIT OF THE GREAT SAUK STATE TRAIL AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES TO TRAIL DEVELOPMENT, OPERATION AND MAINTENANCE**

**Background:** A rail corridor transits portions of the villages of Sauk City, Prairie du Sac and the towns of Prairie du Sac, Sumpter and Merrimac, including a portion that runs through the former Badger Army Ammunition Plant currently owned by the USDA, Ho-Chunk Nation and the State of Wisconsin. The US Surface Transportation Board and the State of Wisconsin Departments of Transportation and Natural Resources have agreed to a Rails-to-Trails conversion for this corridor and have executed the required agreements to allow this conversion to take place. In anticipation of these developments, Sauk County, the villages of Sauk City and Prairie du Sac and the towns of Prairie du Sac and Merrimac joined in creating the Great Sauk Trail Commission to oversee development, operation and maintenance of the trail. Sauk County also facilitated the creation of the Friends of the Great Sauk State Trail as a private, non-profit to support the trail. It is the intent that future development of the Great Sauk State Trail will extend through Devils Lake State Park and eventually reach the City of Baraboo and ultimately link with the 400 State Trail in Reedsburg creating a truly regional trail. Sauk County has previously approved the cooperative plan for development of the Great Sauk State Trail including authorizing the preparation of the rail line for trail development. Upon approval of the attached Memorandum of Understanding (MOU) with the State of Wisconsin Department of Natural Resources, removal of the rail infrastructure and construction of the trail can begin. The first segment for construction identified as the Prairie du Sac/Sauk City Unit runs from a point in the Village of Sauk City beginning on Water Street across from the former railroad bridge leading into Dane County to a point at the property line of the former Badger Army Ammunition Plant. Funding in the form of a Knowles Nelson Stewardship Grant (\$400,000) has been approved, and funds from Sauk County and the villages of Sauk City and Prairie du Sac (\$207,500 each) and the Town of Prairie du Sac (\$10,000) have been received. The Friends of the Great Sauk State Trail have committed to a capital campaign intending to raise \$167,500 toward trail construction. Sauk County also intends to provide in-kind contributions including labor toward construction of the first segment of the trail. This Resolution specifically provides the authority to begin the development of the Great Sauk State Trail to include removal of rail infrastructure and construction of the Prairie du Sac/Sauk City Unit consistent with funding received and budgeted. This Resolution also approves an MOU with the State of Wisconsin Department of Natural Resources for Sauk County to develop, operate and maintain the Great Sauk State Trail to include the Prairie du Sac/Sauk City Unit as well as extending through the former Badger Army Ammunition Plant, portions of which are now known as the Sauk Prairie Recreation Area. It is intended that as funding becomes available, that construction of the trail will continue through the Sauk Prairie Recreation Area.

**Fiscal Impact:** [ ] None [x] Budgeted Expenditure [ ] Not Budgeted

**WHEREAS,** by Resolution No. 64-2007, Sauk County supported a Rails-to-Trails conversion of the former Milwaukee Road and US Government Railways beginning at the Sauk City bridge and continuing through the Badger Army Ammunition Plant contingent upon continued rail service between Madison and Reedsburg; and,

**WHEREAS,** the State of Wisconsin has acquired the Madison to Reedsburg rail line ensuring that rail service to Sauk County will continue; and,

**WHEREAS,** by Resolution No. 4-2014, Sauk County approved the creation of the Great Sauk Trail Commission to develop, operate and maintain the above referenced trail in concert with the villages of Sauk City, Prairie du Sac and the towns of Prairie du Sac and Merrimac with the understanding that the State of Wisconsin Department of Natural Resources would enter into a Memorandum of Understanding with Sauk County for the direct development, operation and maintenance of the trail; and,

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**WHEREAS**, the Wisconsin River Rail Transit Commission, the State of Wisconsin Department of Transportation and the Department of Natural Resources have worked closely to complete all the necessary work to begin development of the trail including obtaining the necessary approvals from the US Surface Transportation Board, entering into the required agreements to effectuate a rails to trails conversion, and Sauk County and the Transit Commission entering into agreements to have Sauk County remove the rail infrastructure with funds received from the salvage of rail materials used to reimburse Sauk County for the costs of removal; and,

**WHEREAS**, by Resolution No. 6-2016, Sauk County committed \$520,000 toward "Tier One" trail planning and construction, with Tier One now referred to as the Prairie du Sac/Sauk City Unit, and funds have been received or have been approved sufficient to commence construction of the Prairie du Sac/Sauk City Unit; and,

**WHEREAS**, the Village of Sauk City has pledged to provide for the costs of the installation of traffic signals at the Philips Blvd and Water Street crossings (\$23,600), and the Village of Prairie du Sac has pledged to provide the costs for the North Eagle Gate connection (\$53,675.62); and,

**WHEREAS**, the Friends of the Great Sauk State Trail, a private, non-profit friends group, have pledged to undertake to raise \$167,500 and a Knowles Nelson Stewardship Grant from the Wisconsin Department of Natural Resources will provide a matching \$400,000 toward construction of the Prairie du Sac/Sauk City unit; and,

**WHEREAS**, the next step before construction can begin is the approval of a Memorandum of Understanding (MOU) with the State of Wisconsin Department of Natural Resources which has been drafted by the DNR, reviewed by Corporation Counsel, and is attached hereto as an Appendix, said MOU granting to Sauk County the ability to develop, operate and maintain the Great Sauk State Trail from the bridge in Sauk City through the Badger Army Ammunition Plant/Sauk Prairie Recreation Area; and,

**WHEREAS**, your undersigned committee does recommend that the following be approved by the County Board.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in special session, that the Memorandum of Understanding with the State of Wisconsin Department of Natural Resources as attached hereto as an Addendum is hereby approved, and the County Board Chairperson and the County Clerk are authorized to sign this MOU on behalf of Sauk County; and,

**BE IT FURTHER RESOLVED**, that the Sauk County Highway Department is authorized to construct the Prairie du Sac/Sauk City Unit of the Great Sauk State Trail utilizing budgeted funds and funds to be received from the Knowles Nelson Stewardship Grant and the Friends of the Great Sauk State Trail as well as transferring up to \$582,555.38 from the contingency fund to the Parks Department budget which will be reimbursed to the Highway Department budget for labor by the Highway Department personnel assigned to the project.

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For consideration by the Sauk County Board of Supervisors on May 30, 2017.

Respectfully submitted,

**HIGHWAY AND PARKS COMMITTEE**

\_\_\_\_\_  
TIMOTHY MEISTER, Chair

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HENRY NETZINGER

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BRIAN PEPPER

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RICHARD FLINT

\_\_\_\_\_  
DAVID RIEK

**Fiscal Note:** The total project cost estimate for construction is \$1,859,831. The total contributions are \$1,277,275.62, which includes \$400,000 from the Knowles Nelson Stewardship Grant; \$207,500 each ,from Sauk County, Village of Sauk City and Village of Prairie du Sac; \$10,000 from Town of Prairie du .Sac; and \$167,500 from Friends of Great Sauk State Trail initial capital campaign. The Village of Prairie du Sac is anticipated to contribute \$53,675.62 for construction of the north eagle gate connection and the Village of Sauk City is anticipated to contribute \$23,600 for the purchase of street crossing lights on USH 12 and Water St, as well labor for the installation.

**MIS Note:** No information systems impact.

*AKO*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAUK 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 Sauk County, (County) and the State of Wisconsin Department of Natural Resources (DNR) regarding the development and operation of approximately 10.55 miles of former rail corridor located in Sauk County known as the Great Sauk State Trail (Trail). The property is under the management of the DNR.

The DNR is interested in preserving the corridor for trail purposes and in creating trails for public use. The County is interested in developing, maintaining, and operating a trail on the corridor. The County and the DNR agree to work together to achieve their mutual goals as set forth below.

**II. Description of the Property**

The property subject to this MOU is described generally as the grade from .51 miles west of Goette Road west and then south to Water Street (Property). A map of the Property shall be attached to this document as Exhibit B. The trail lease referred to in this MOU, when executed, shall have attached to it a legal description of the Property subject to this MOU; in addition a map of the Property will be attached as Exhibit B to the trail lease. This MOU shall be attached to the trail easement as Exhibit C. Exhibits A, B, and C shall become part of the Cooperative State Trail easement.

The DNR acquired the rights to develop a trail on the Property from the Wisconsin Department of Transportation (WisDOT) in 2011 and 2017 under Interim Trail Use agreements, thus the Property is subject to the terms and conditions of those agreements and subject to future reconstruction and reactivation for rail service. The County agrees to comply with all DNR's obligations (except the fencing requirement described in Section 7 of the 2009 Permanent Easement from the General Services Administration to WisDOT, which shall remain the responsibility of the DNR) as described in the terms of the trail agreements and in the Permanent Easement under which WisDOT acquired the segment of the Property through the Sauk Prairie State Recreation Area (SPSRA). Said agreements are attached to this agreement as Exhibits B and C and the Permanent Easement is attached as Exhibit D hereto and are collectively made a part hereof.

**III. Consideration**

The DNR has acquired the rights to develop a trail on the Property. The DNR will execute a trail easement with the County for one dollar or other valuable consideration for the purposes contained in this document. The County will develop, operate, repair,

and maintain the Trail. The DNR will not acquire land through the eminent domain process.

#### **IV. Obligations of the DNR**

1. The DNR will convey by lease to the County the right to develop, 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 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 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 DNR shall take all steps reasonably necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate.
3. The DNR will work with the County to identify funding sources for the development and repair of the Trail.
4. The DNR has designated 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 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 State Trail. This program is similar to WisDOT's Adopt-A-Highway program.
6. The DNR 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 will coordinate naming of the Trail with the DNR. Final approval rests with the DNR's Natural Resources Board. The official name of the Trail will end with "State Trail". [For example, "Wisconsin River State Trail."] The DNR encourages trail naming based on historical references or natural features. For example, the Trail could be named for a geologic feature that it passes or is near. For the benefit of Trail users, it is recommended that Trail naming be consistent for its entire length, regardless of political boundaries.
2. The County, with the assistance of the DNR will coordinate and prepare a plan for the Trail, describing the management and development of the trail, 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 cooperatively prepared plan is not obligated to comply with Chapter NR 44, Wis. Adm. Code requirements. However, the plan shall be consistent with Chapter NR 44,



Wis. Adm. Code to the extent practicable. For the section of the Property within the SPSRA, for any differences between the County's plan for the Trail and the SPSRA master plan, the SPSRA master plan shall prevail. Should the existing snowmobile trail adjacent to SPSRA be proposed to be relocated to within the Property, a discussion and mutual agreement shall take place between the DNR and the County prior to relocation.

3. The plan must include, at a minimum:
  - a. A public notification and participation process allowing for draft plan comments.
  - b. A list of allowed trail uses, including where and when they are allowed (e.g. snowmobiles allowed from Hwy Y to the Main Street trailhead, only when snow cover is 6" or greater). Year around bicycling is encouraged and may be allowed in conjunction with snowmobiling. 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 DNR and Natural Resources Board pursuant to section 29.089, Wis. Stats (include a map).
  - d. A list of anticipated support facilities (e.g. restrooms, parking lots).
  - e. A map showing locations of anticipated support facilities and use zones.
  - f. Projected development costs.
  - g. Plans to address any environmentally sensitive or culturally or historically significant areas identified.
  - h. Development of a set of management alternatives for the Trail, with a preferred alternative (the alternative that will be used) identified.
  - i. Estimated number of users per year.
  - j. 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. Desired vegetation types along the trail.
4. 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 special events not consistent with the trail plan. Attempts should be made to comply with the intent of Chapter NR 44 Wis. Adm. Code as it relates to public participation.
5. The DNR, via the Division Administrator, shall have final review approval over the plan.
6. The County, within five years of the conveyance of the lease, will develop the Trail. Thereafter, and during the term of this agreement, the County shall, maintain, repair, and operate the Trail located within the County for recreational purposes, as funding becomes available. Until development occurs, the County will assume all monitoring, enforcement, and maintenance responsibilities on the property.

7. The County agrees that the development, construction, maintenance, and repair of the Trail will meet or exceed DNR 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 law.
8. The County shall comply with statutory inspection requirements pursuant to section 23.115(2), Wis. Stats., further described in DNR Manual Code 2527.20, and shall provide the DNR with a copy of inspection reports.
9. Vegetative management.
  - a. Trees
    1. Forest cover. Trees remain the property of the DNR. Any proposed commercial timber sale must be reviewed by the DNR. Although cooperative state trails are specifically excluded from forest certification, to maintain desired forest cover types, sustainable forestry practices are encouraged. Depending on the desired cover type, different commercial or non-commercial practices may be used. When active management is proposed, coordinate review of the proposed management activity with appropriate DNR 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, consider contracting a commercial sale or other approach.
  - 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' 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.
    2. Habitat conversion or establishment. If there is an opportunity to develop or enhance native habitat types, as established in the trail plan, consult with the DNR. Projects may include developing a prairie on a larger block of land within the trail right of way or along a trail corridor. Projects will be considered if not adverse to existing laws or DNR policy, or they do not negatively impact an existing use.
  - c. Pesticide application. Any pesticide application should be in accordance with DNR Manual Code 4230.1 concerning DATCP (Department of Agriculture, Trade and Consumer Protection) certification and DNR policy. The DNR shall be notified of any proposed pesticide application in early fall of the year preceding the proposed application, so that the required process can be followed for pesticide use on DNR lands (DNR Manual Code 4230.1).
10. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, of the Trail including, without limitation, zoning, building, health,

environmental permits or licenses, and shall indemnify the DNR against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The DNR agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.

11. The County agrees that any signage or display material relating to the Trail shall clearly identify the property is a State Trail and under the management and control of the County. No commercial advertising shall be allowed on the property, unless it is in accordance with DNR 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 DNR reserves the right to remove non-compliant signage located on the property. In the event DNR signage policy is modified, the above section on signage shall automatically reflect the modification. The DNR reserves the right to install signage on the Property, consistent with existing DNR signage. The DNR shall be responsible for any necessary boundary signage through the SPSRA.
12. The County, in connection with this MOU, shall open the 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 DNR retains management, supervision, and control over the premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect 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 as ordinance. In execution of DNR duties, the DNR may operate a motor vehicle (drive) on the corridor if necessary.

B. Admission Fees.

The County must use the DNR's trail pass fee program should it charge a fee on 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 DNR shall be honored without additional admission charges. The County shall agree to waive all admission fees on State Parks Open House Day, date as determined by the DNR, and National Trails Day. National Trails Day is the first Saturday in June.

If the County uses the DNR's trail pass fee program, the County may retain a commission to 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 DNR will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the pass. The County may install a self-pay station on the property, including within the SPSRA. This shall be coordinated with the DNR.

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

13. In the exercise of its right herein, including but not limited to the operation of the eased 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.
14. The County may enter into agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code, and DNR policy. In recognition of the status of this Trail as a State Trail, the DNR shall also be a co-signer of any Friends agreement.
15. The County may enroll volunteers in the DNR's Adopt-A-Trail program, following DNR policies and procedures.
16. 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 MOU 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 MOU is subject to all applicable laws and regulations. The establishment of this Trail has been approved by the Natural Resources Board and Governor.
2. This MOU may be revised or amended by mutual written agreement of the DNR and the County.
3. All land transactions must be in accordance with the terms of the agreements with WisDOT. The DNR must review and then consult and coordinate as needed with WisDOT, 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. If the requests do not conform to DNR guidelines, the County will deny the request. The DNR and WisDOT retain the right to issue other non-conflicting easements, leases, or permits but shall make every effort to not enter into agreements that would physically alter the Trail or its uses.
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 MOU 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.
6. The County assumes complete responsibility for the development, operation, maintenance, and repair of the Trail. The DNR has no obligation to develop, operate, maintain, or repair the Trail at any time.
7. This MOU does not create an employment or agency relationship between the DNR and the County, any employees or agents of the County, or any third parties.

## **VII. Termination**

1. County. The County may terminate their MOU 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 MOU or the easement from the DNR, the County will assume compliance responsibility for any state or federal grant obtained for Trail development and support purposes.
2. DNR. The DNR may terminate this MOU or the easement with the County in the event that:
  - A. The County breached any term or condition in the MOU 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 this MOU or the easement from the DNR, the County will assume compliance responsibility for any state or federal grant assisted areas.
  - B. The DNR determines that the continued use of the premises as a 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 180 days notice of termination and reimburse the County for developed improvements, subject to consideration of any state or federal grant funds used in the development of the improvements and the availability of future appropriations. The DNR will assume compliance responsibility for any federal grant obtained for Trail development purposes.

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

SAUK COUNTY

By \_\_\_\_\_ Date \_\_\_\_\_  
Marty Krueger, County Board Chair

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_ Date \_\_\_\_\_  
Cathy Stepp, Secretary