

LAND AND DEVELOPMENT COMMITTEE
Douglas County Board of Supervisors
Tuesday, December 29, 2015, 3:00 p.m., Room 207C, Courthouse,
1313 Belknap Street, Superior, Wisconsin

Meeting called to order by Chair Keith Allen.

ROLL CALL: Present – Keith Allen, Alan Jaques, Terry White, Charles Glazman. Absent – David Conley. Others present – Peter Nordgren, Tim Mowbray, Bill Fennessey, Jason Serck, Mary Morgan, Shelley Nelson, Jim Caesar, Bruce Thompson, Andy Lisak, Doug Finn, Sue Sandvick, Cheryl Westman, Committee Clerk.

APPROVAL OF MINUTES: Motion by Jaques, second Glazman, to approve the minutes from the October 27, 2015, regular meeting and the December 17, 2015, special meeting. Motion carried.

ACTION ITEMS/REFERRALS:

Better City Superior Update and 2016 Funding Commitment in the Amount of \$10,000: Bruce Thompson, requesting 2016 Better City Superior funding commitment in the amount of \$10,000.

ACTION: Motion by Jaques, second Glazman, to approve Better City Superior 2016 request in the amount of \$10,000 from Economic Development fund. Motion carried.

Amendment to the Facility Business Management Agreement Between Jim Caesar of JCC Services, the City of Superior and Douglas County: Amendment extends agreement through December 31, 2016, and was previously approved by City Council. Budget report through December 28, 2015, distributed. Caesar provided tenant status update at the Superior Business Center.

ACTION (RESOLUTION): Motion by White, second Jaques, to approve amendment as presented and forward to County Board. Motion carried unanimously.

From Wisconsin Point Committee – Inclusion of Shafer’s Beach in Definition of Wisconsin Point Municipal Ordinance: Mary Morgan, City of Superior Parks and Recreation Director, provided map showing locations of properties in question. Inclusion of Shafer Beach (and a portion of Moccasin Mike Road) in ordinance definition would facilitate policing of this area. Morgan to seek approvals from UWS, City of Superior Common Council and Police Chief.

ACTION: Motion by Jaques, second Glazman, to approve inclusion of Shafer’s Beach (and a portion of Moccasin Mike Road yet to be delineated) in definition of Wisconsin Point municipal ordinance. Motion carried.

North Country Trail Association Requesting Transfer to Forestry Department of, or Easement on, Two County-Owned Parcels for Trail Use: Letter from Jon Harris distributed – Forestry Committee amenable to parcel ownership. Peter Nordgren, North Country Trail Association, Tim Mowbray, National Board North Country Trail Association, provided background for request.

ACTION: Motion by Glazman, second Jaques, to approve North Country Trail Association easement on Parcels #SO-026-00853-00 and #SO-026-00852-00 (80 acres), with trail association to develop easement and bring back same for review at February, 2016, meeting. Motion carried.

ACTION: Motion by Jaques, second Glazman, to approve transfer of Parcel #GO-012-01750-00 (10 acres) to Forestry Department for entry into County Forest designation for trail use. Motion carried.

Development Association Request for 2016 Funding Commitment in the Amount of \$50,000: Jim Caesar distributed budget, provided request background, and outlined future goals.

ACTION: Motion by Jaques, second White, to approve Development Association request for 2016 funding commitment in the amount of \$50,000, from Economic Development Fund. Motion carried.

From Forest, Parks and Recreation Committee Recommending Ordinance Regulating Recreational and Other Land-Uses on Non-County Owned Forest County-Owned Land: Currently, no ordinance is in place to govern these parcels. Committee asked to review 7.2 Land Recreation Ordinance, provide feedback to County Clerk, and item to be on the February meeting agenda - Steve Olson to attend if possible.

Informational:

Reports:

Superior Business Center: Updated report previously distributed – see item above.

Head of the Lakes Management Group: No representative present.

Hog Island Residual Contamination Issue: Reviewed - updates to continue.

Shafer Beach Piping Plover Study: Reviewed.

Economic Development – County Administrator: Lisak provided project updates and 2016 goals.

Land Improvement Account Fund Balance: Reviewed - surcharge amount corrected from report provided at October meeting.

Future Agenda Items: Extension Committee referral; North Country Trail easement.

ADJOURNMENT: Motion by Glazman, second White, to adjourn. Motion carried. Meeting adjourned at 4:20 p.m.

Submitted by,

Cheryl Westman, Committee Clerk

EASEMENT

Document Number

Document Title

Recording Area _____
 Return:

Parcel Identification Numbers:

THIS GRANT OF A TRAIL RIGHT OF WAY AND CONSERVATION EASEMENT is made as of this ___th day of _____, 200_, by DOUGLAS COUNTY, ("Grantor"), and the NORTH COUNTRY TRAIL ASSOCIATION, INC., (hereinafter referred to a Grantee), as a holder of the easement pursuant to the provisions of ss. 23.17, 23.175 and 23.293(11) of the Wisconsin Statutes.

WITNESS THAT:

WHEREAS, the Grantor is the sole owner in fee simple of certain real property (the "Servient Estate) consisting of the W 1/2 of the NE 1/4 of Section 13, Township 45 North, Range 12 West, in the Town of Solon Springs, Douglas County, State of Wisconsin, more particularly described as a strip of land 200 feet in width, being 100 feet on each side of a marked center-line across the W 1/2 of the NE 1/4, and shown on the attached Exhibit "A" made a part hereof, and subject to any easements and reservations of record, and said property (the trail easement area) hereinafter referred to as the "Property;" and

WHEREAS, the trail is intended to enhance local, regional, and national hiking and recreational opportunities for the general public as a section of the North Country National Scenic Trail, authorized by act of Congress in 1980 through Public Law 96-199, and to protect the natural, open space and environmentally significant areas associated with the trail; and

WHEREAS, the common law and Section 700.40 of the Wisconsin Statutes recognize "conservation easements" for the purpose of protecting recreational and scenic values for public enjoyment; and,

WHEREAS, the Grantee desires and intends to provide for a right-of-way for the use by the public over and across the Property and to permit the maintenance and improvement of the trail corridor by the Grantee and/or Assigns and to restrict other uses of the Property which would be inconsistent with the purposes of this Easement.

NOW, THEREFORE, in consideration of the foregoing Recitals and for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

I. PURPOSE OF THE EASEMENT:

1. The Easement is established for non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, running, snowshoeing, and cross-country skiing. Should any question arise regarding the propriety of any use of the Trail Easement Area, this Trail Access Easement shall be construed liberally in favor of such use; provided, however, that the Grantee or its designee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the North Country National Scenic Trail or the condition of the Trail Easement Area.
2. The trail Easement Area shall consist of the property 100 feet on either side of the trail route line appearing on the attached Exhibit "A". The trail shall be indicated on the ground by blazes or other standard markings. The location of the Trail Easement Area on the Servient Estate may be changed from time to time, with the written consent of Grantor and Grantee Any such change shall be recorded in the land records of Douglas County, Wisconsin.

II. RIGHTS OF THE GRANTEE (NCTA):

The Grantee shall have the following rights within the trail corridor as holder of this conservation easement:

1. Construction and Maintenance of Trail Easement Area
 - a. The right to establish the North Country Trail across, over and through the Property at a location to be determined by Grantee at such time as Grantee desires to actually construct the trail and make it available for public use and the right to permit use of the North Country Trail by the general public. Said use shall be limited to access by foot, snowshoe, ski or other compatible means over and across the Property.
 - b. The right to lay out, construct, develop, operate, maintain, identify, bridge, repair, remove or relocate a meandering trail path; to make topographical changes to the Property for the necessity and convenience of locating the trail and to protect the Property from erosion by the use of bridges, steps, water diversion structures or special trail surface covers or other appropriate measures; to post signs marking the trail footpath; and to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the Property.
 - c. The right to inspect the Easement Area and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The Grantee shall not waive or forfeit its right to take legal action to enforce this agreement by any prior failure to act.
 - d. The Grantor conveys to the Grantee, its employees, officers, and agents the right of ingress and egress from and to the Easement Area across all contiguous lands owned by the Grantor for the purpose of constructing, developing, maintaining, managing and inspecting the trail. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The Grantor may provide a designated route to and from the Property which the Grantee shall use if said route is reasonably convenient
 - e. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed to repair damage caused by Grantee.
2. Grantee's Right to Suspend Trail Use

Grantee shall have the right to prohibit public access and use from time to time as deemed necessary by Grantee through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Property. Motor vehicles shall be prohibited, except vehicles in use by the Grantee for purposes permitted by this agreement or for health and safety emergencies.

3. Easement Runs with Land; Successors and Assigns

This Easement shall bind and run with title to the Servient Estate forever, and shall inure to the benefit of Grantee and Grantee's successors and assigns. Grantee may terminate this Easement as provided under Item #4, below.

4. Termination/Modification

In the event that the Grantee determines that the Trail Easement Area is no longer needed or desirable across the Servient Estate, Grantee may terminate said easement by written instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of Douglas County, Wisconsin. This Trail Access Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of Douglas County, Wisconsin.

III. COVENANTS OF GRANTOR (owner):

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his heirs, successors and assigns, which shall run with and bind the Property in perpetuity:

1. The Grantee, or its assigns, is authorized and permitted to undertake development of a trail path to meander within and across the Property for use by the general public;
2. The Property shall be used exclusively for a recreational trail, the production of agricultural crops, public hunting and other conservation purposes only;
3. The Grantor shall not conduct or allow any residential, commercial or industrial use of the Property, nor shall any right of passage across or upon the Property be allowed or granted in conjunction with residential, commercial or industrial activity which would interfere in any manner with Grantee's uses of the Property granted by this Easement.
4. The Grantor shall not construct or place temporary or permanent buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures upon the Property.
5. The Grantor shall not fill, excavate, mine, drill or remove topsoil, sand, gravel, rock, minerals or other materials, or make any change in the topography of the Property in any manner.
6. There shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Property.
7. There shall be no manipulation or alteration of watercourses, lake shores, wetlands or other water bodies within the Property, nor shall any activities be undertaken within the trail corridor which are detrimental to water quality;
8. The cutting of timber shall not be permitted on the Property except as follows:
 - a. The right to clear and restore forest cover that is damaged by forces of nature
 - b. The right to gather and use or remove dead, diseased or downed wood.
 - c. The right to practice sustainable forestry practices which includes timber harvest as specified in a Forest Stewardship Plan or if the property or any part thereof, is enrolled in the Forest Crop Law, ch. 77, subch. I, Wis. Stats., Managed Forest Land Program, ch.77, subch. VI, Wis. Stats, or other forest tax program administered by the Grantee then timber harvest in conformance with the terms, conditions and standards of those programs shall be an acceptable use of the Property.

IV. Governing Law

This Trail Access Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

V. GENERAL PROVISIONS:

1. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.
2. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of a scenic recreational trail corridor.
3. The Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it by the grant of this Easement, provided that such transferee or assignee expressly agrees to uphold the conservation purposes of this Easement and to enforce its terms and conditions. This easement is fully valid and enforceable by any assignee of the Grantee whether assigned in whole or in part.
4. Any notices required in this Trail Access Easement shall be mailed by certified mail to Grantee at the following address or such other address as may be hereafter specified in writing:

North Country Trail Association
 229 E. Main Street
 Lowell, MI 49331

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

DOUGLAS COUNTY, Grantor

/s/ _____

Title _____

STATE OF WISCONSIN)
) SS.
 DOUGLAS COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Grantor(s) _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged to me that he or she executed the same.

 Notary Public, State of Wisconsin
 My commission (expires)(is) _____

ACCEPTED this _____ day of _____, 20__.

NORTH COUNTRY TRAIL ASSOCIATION, INC.
 For the NCTA Board of Directors
 By _____
 Bruce E. Matthews
 Executive Director

STATE OF MICHIGAN

)

) ss.

KENT COUNTY

)

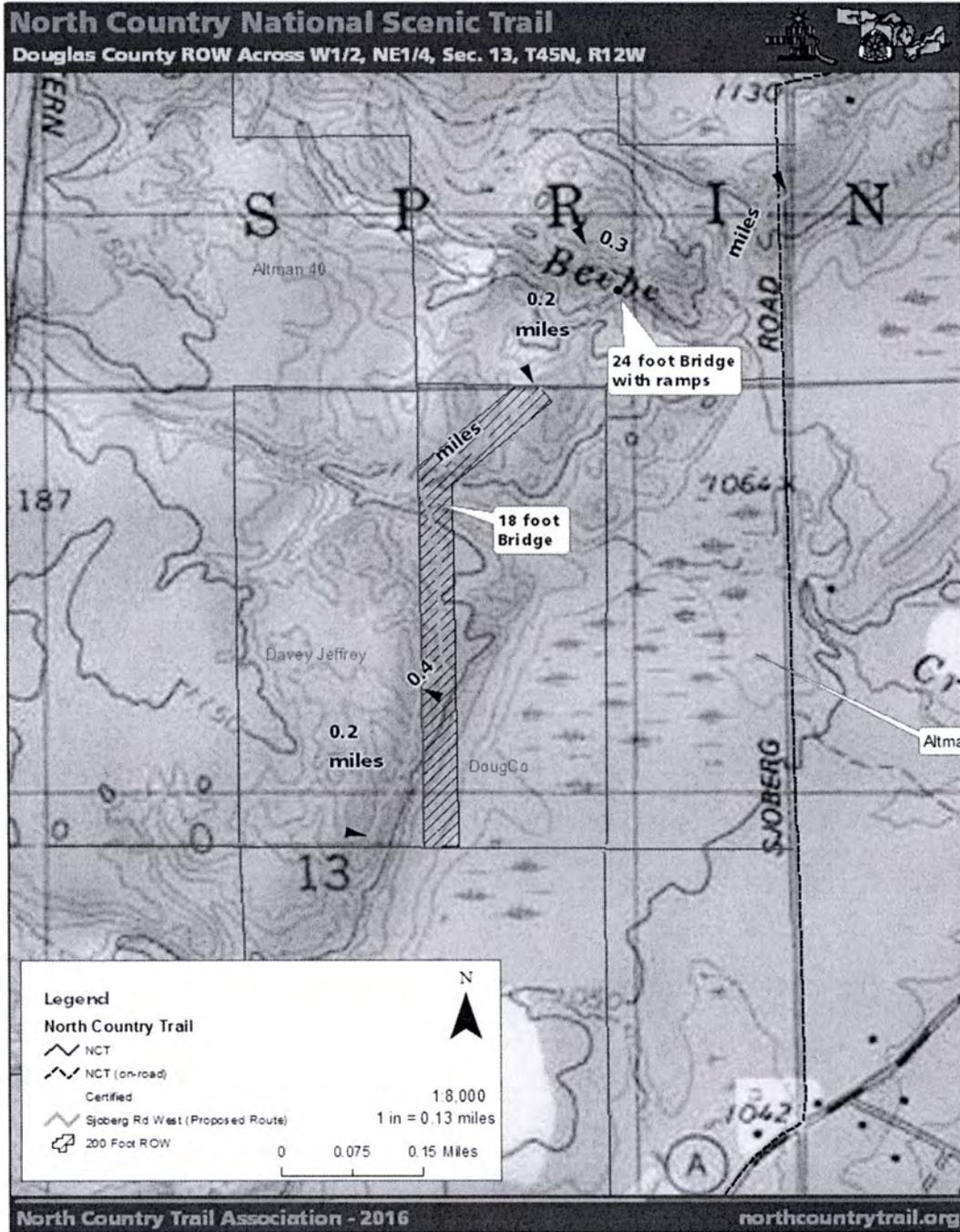
Personally appeared before me this _____ day of _____, 20____, the above named Bruce E. Matthews, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Michigan

My commission (expires) (is) _____

THIS INSTRUMENT WAS DRAFTED BY THE
NORTH COUNTRY TRAIL ASSOCIATION.

Exhibit A





Douglas County Forestry Department

9182 E. Hughes Avenue • PO Box 211

Solon Springs, WI 54873

Tel 715-378-2219

Fax 715-378-2807

January 4, 2016

Douglas County Clerk
Douglas County Courthouse
Room 101
1313 Belknap Street
Superior, WI 54880

RE: Douglas County Forest, Parks, and Recreation Committee Action

Dear Mrs. Sandvick:

During their meeting on Monday, December 28, 2015, the Douglas County Forest, Parks, and Recreation Committee approved a DRAFT Memorandum of Agreement (MOA) document for forest management services between Douglas County Land and Development Committee and the Douglas County Forestry Department (enclosed).

The topic of "*Granting Exclusive Administrative Authority Upon Forest Management Request*" was included in numerous Forest, Parks, and Recreation Committee agendas throughout 2015 at the request of Committee members. The enclosed MOA document is the result of those discussions and was developed by Department staff based off Committee direction.

The purpose of the MOA is to clearly define the roles and responsibilities of the Land and Development Committee and the Forestry Department in the event the Land and Development Committee requests forest management service work from the Forestry Department. Such work has successfully occurred from time to time over the course of the last decade but not without issue. Such issues have revolved around unclear roles and responsibilities of each party when dealing with a contractual dispute on a timber sale and how reimbursement for services provided would be handled. This document clearly defines each.

Please feel free to review the MOA. If you have any questions or would like to move forward with the agreement, please feel free to contact me. Thank you.

Sincerely,

Jon Harris

Director of Forestry and Natural Resources

DCFD:jh
enclosure: 1

cc: Members of the Douglas County Forest, Parks and Recreation Committee

MEMORANDUM OF AGREEMENT

BETWEEN

DOUGLAS COUNTY FORESTRY DEPARTMENT

and

DOUGLAS COUNTY LAND AND DEVELOPMENT COMMITTEE

for forest management services

I. PURPOSE

This Memorandum of Agreement (Agreement) sets forth the relationship between the Douglas County Forestry Department (FD) and the Douglas County Land and Development Committee (LDC), for the purpose of providing the LDC with personnel, expertise, equipment, and materials to perform forest management activities on non-County Forest, Douglas County owned lands falling under their scope and authority.

II. SCOPE

This Agreement establishes the general guidelines for the LDC to submit a request to the FD to perform forest management services, including forest reconnaissance, forest product appraisals, timber sale establishment, timber sale administration, and other services of a similar nature on non-County Forest, Douglas County owned lands falling under their scope and authority. This Agreement defines procedures for submitting requests and approvals, primary contacts and communications, eligible and ineligible project costs, administrative authority, reimbursement procedures, reporting requirements, and other general agreement conditions.

III. REQUEST, APPROVAL, AND PRIMARY CONTACTS

A. Request Process

The LDC must approve an official request by passing a motion during an open public meeting by two-thirds vote of membership. Such request shall then be provided to the FD, indicating the type services requested, purpose of the request, desired outcome of the request, and the proposed timeline for completion of the work.

B. Approval Process

The FD shall consider all requests submitted by the LDC. The FD shall assess the proposed amount of time required to complete the work, location(s) of the work, type of services requested, and the estimated cost of completion; and consider availability of personnel, equipment, and materials necessary to complete the work. The FD reserves the right, at its sole discretion, to either accept or decline any or all requests in full or in part.

C. Primary Contacts & Communications

The primary LDC contact for this Agreement and for any subsequent project work shall be the Douglas County Clerk, or designee. The primary FD contact for this Agreement and for any subsequent project work shall be the Douglas County Director of Forestry and Natural Resources, or designee. The LDC and FD primary contacts should stay in regular communication during any active period of project work and keep each other apprised of progress and any complications.

IV. PROJECT COSTS AND REIMBURSEMENT

A. Eligible Costs

1. The LDC will reimburse the FD for all actual salary, fringe benefits, supply and service costs, and all actual indirect costs (i.e. equipment and materials) incurred by the FD in performing approved project work.
2. Labor costs for work performed by FD staff will be documented using actual hourly rates for each employee identified under the Douglas County Compensation Plan or labor contract multiplied by the hours worked on approved project activities. These hourly rates may include overtime at the overtime pay rate for any non-exempt employee. The LDC will also reimburse the FD for actual fringe benefits costs for all FD labor. The FD shall also be reimbursed for indirect (i.e. equipment and materials) costs incurred while performing the approved work at the actual rates and costs. The indirect rates and costs claimed by the FD shall be subject to review and approval by the Finance Department.

B. Ineligible Costs

1. Costs associated with any activities other than those necessary to complete the specific authorized scope of work.
2. Costs to purchase any standard materials or equipment above and beyond what is reasonably needed to complete the specific authorized scope of work.

C. Reimbursements

1. The FD must first incur and pay project costs before requesting reimbursement from the LDC. The FD may submit partial reimbursement requests for eligible costs on an as needed basis. Reimbursements shall be requested through an Inter-Departmental Transfer (IDT) payment or by letter from the Douglas County Director of Forestry and Natural Resources, or designee submitted to the Douglas County Clerk. All reimbursement requests shall be subject to review and approval by the Finance Department. Reimbursement requests may also include a brief update on progress towards the specific scope of work being performed.
2. Reimbursement received under this Agreement shall be received by the FD as general revenue designated and reserved for future County Forest land acquisition.

D. Allocation of Proceeds

1. The FD shall retain 10% of any proceeds generated from the approved project work (i.e. sale of timber). Such proceeds shall be designated and reserved by the FD for purposes of land acquisition and shall be in addition to all eligible reimbursement costs defined herein.
2. The LDC shall receive 90% of any proceeds generated from the approved project work (i.e. sale of timber).

V. ADMINISTRATIVE AUTHORITY

- A. The LDC agrees that the FD shall have sole control of the methods, hours worked, equipment and material utilized, and time and manner of any performance under this agreement.
- B. Furthermore, the LDC agrees that the FD shall have exclusive administrative authority and control over any and all administrative decisions and management related to any and all contract and service work (i.e. timber sale contract work) performed under the Agreement, and to not exercise any control over or interfere whatsoever with the same. The LDC agrees that this provision extends to any and all contract related work and shall remain in full force and effect throughout the full term of any such contract, including any extensions and/or amendments until such contract has been officially completed, expired, or terminated and all performance issues adequately addressed as solely determined by the FD.

- C. The FD agrees to administer all contract and service work in accordance with standard Department operating procedures and policy and shall operate within the guidelines established by the Douglas County Forest, Parks, and Recreation Committee.
- D. The LDC agrees to abstain from selling, conveying, exchanging, or otherwise transferring ownership or any interests or rights whatsoever in any parcel of land that it has made a request to the FD under this Agreement and the FD has accepted the request to perform forest management services. Such abstinence shall remain in full force and effect until such point the authorized scope of work has been successfully completed or adequately terminated, as solely determined by the FD.

VI. COMPLETION REPORTING

Upon project completion, the FD shall submit a final performance/accomplishment report to the LDC. Said report shall include a brief summary of accomplishments and shall be submitted either with the FD's final payment request, or separately.

VII. OTHER GENERAL CONDITIONS

- A. The FD agrees to perform any authorized requests for forest management services in accordance with the techniques, methods, and procedures common to modern day, sustainable forestry practices. At its sole discretion, the FD shall not perform any non-sustainable work posing high environmental risk or degradation to natural resources of Douglas County.
- B. Any forest products established and offered for sale on non-County Forest, Douglas County owned lands under the scope of this Agreement shall be excluded from all third party, forest certification labeling and branding. Any Douglas County Forest product certification (i.e. SFI, FSC) shall not extend to any products established and offered for sale under terms of this Agreement.
- C. The FD reserves the right, at its sole discretion, to decline the request to perform the scope of work at any time for any purpose. After the project has been started, the FD will make every effort deemed reasonable and necessary to complete the work. Any modifications or amendments to the original scope of work after the project has been started shall be specifically contingent upon approval and acceptance by the FD.

VIII. TERM OF AGREEMENT

This Agreement will take effect upon signature by the FD and the LDC, and shall continue through December 28, 2018. At any time prior to the termination date, the Parties may evaluate and negotiate necessary changes. Any such changes shall only be by mutual agreement in writing by both Parties. Unless terminated sooner, the Agreement will automatically renew for an additional two years through December 28, 2020.

IX. TERMINATION

Termination of this Agreement prior to December 28, 2018, is possible upon 30 days written notice by either party.

X. LIABILITY

On behalf of itself, its members, employees, personnel, agents, and representatives, all Parties agree that they shall be responsible for their own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other Parties, nor the results thereof to the extent authorized by law.

XI. AMENDMENT

No modification or amendment to this Agreement is possible except by mutual agreement in writing and signed by all Parties before the term date of this Agreement.

XII. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the purpose and scope of this Agreement. If any provision in this Agreement is found to be ambiguous, an

interpretation consistent with the purpose and scope of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

XIII. COMPLETE AGREEMENT

This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions or modifications must be made by an amendment to this Agreement, mutually agreed to and signed by both parties, prior to the term date of this Agreement.

XIV. AUTHORITY TO BIND

Each person signing the Agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the Party for whom he or she is signing.

XV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have duly set their hands and seal and executed this Memorandum of Agreement the _____ day of _____, 20_____.

Douglas County Forestry Department (FD)

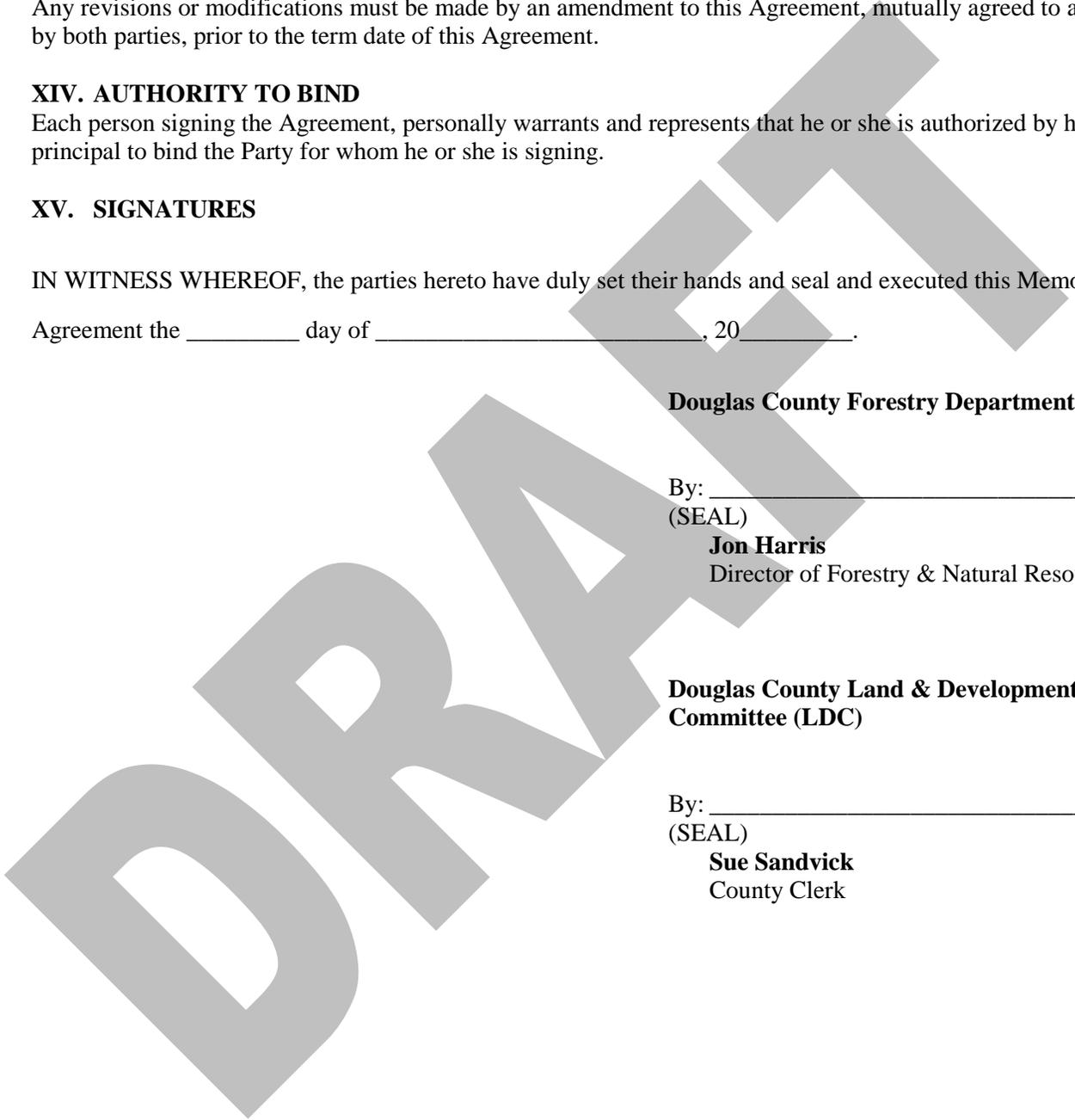
By: _____
(SEAL)

Jon Harris
Director of Forestry & Natural Resources

**Douglas County Land & Development
Committee (LDC)**

By: _____
(SEAL)

Sue Sandvick
County Clerk



STATE OF WISCONSIN)
) ss.
DOUGLAS COUNTY)

Personally came before me this _____ day of _____, 20_____, the above named **Jon Harris**, Douglas County Director of Forestry & Natural Resources, to me known to be the identical persons in name, and whose name executed the foregoing instrument, and acknowledged same to be a voluntary act and deed for the purpose herein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

STATE OF WISCONSIN)
) ss.
DOUGLAS COUNTY)

Personally came before me this _____ day of _____, 20_____, the above named **Sue Sandvick**, Douglas County Clerk, to me known to be the identical persons in name, and whose name executed the foregoing instrument, and acknowledged same to be a voluntary act and deed for the purpose herein expressed. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

EXTENSION EDUCATION & RECYCLING COMMITTEE
Douglas County Board of Supervisors
Wednesday, December 16, 2015, 9:00 a.m., Courthouse Room 107
1313 Belknap Street, Superior, Wisconsin

Prior to meeting, James Anderson, Douglas County UW-Extension, was presented \$1,000.00 promotional award check to Douglas County UW-Extension from Meemic Insurance Company in honor of educators; dollars will help with costs for 4-H program digital equipment.

Meeting called to order by Chair Sue Hendrickson.

ROLL CALL: Present – Charlie Glazman, Mary Stone-McConnell, Sue Hendrickson. Absent – Kay Johnson, Rae Ann Anderson. Others present – Andy Lisak, Mary Klun, Tarah Nichols, James Anderson, Araceli Whitwam-Sell, Jane Anklam, Julie Montgomery, Sharon Krause, Pam Tafelski (Committee Clerk).

APPROVAL OF MINUTES: Motion by Stone-McConnell, second Glazman, to approve August 12 and October 22, 2015, meetings minutes. Motion carried.

REPORTS:

RECYCLING DEPARTMENT: 2015 goals reviewed. Letter to Solon Springs Solid Waste and Recycling Committee notifying them that county will no longer accept business recycling and options to consider. Waste Management error in revenue payments resulted in the county having to repay \$24,000, which will be done over the next two years, \$1,000 per month.

EXTENSION DEPARTMENT: December newsletter provided updates on activities for all Extension program areas. **CNRED Educator and Department Manager:** Written report attached/reviewed. **Family Living and Community Development:** Two-year plan of work summarized. **Agriculture and Horticulture:** Master Gardeners to do more information sharing. 2016 plan of work will encompass an advisory group to identify horticultural economic development issues. **Wisconsin Nutrition Education Program:** Collaborative semester-long effort between Douglas County nutrition educators and UW-S Academic Service Learning produced an interactive nutrition education program; will require UW-Extension curriculum approval. **4-H Youth Development:** Decrease in volunteers impacting programs; Superior Days youth group voted to try to get DPI Director Tony Evers to be their Superior Days guest speaker.

Report from October 22, 2015, Special Meeting regarding HOL Fair – Consider Recommendation to Reconstitute a Fair Board: Meeting minutes attached/reviewed. Extension document outlining permitted roles of UW-Extension educators in relation to county fairs was distributed and clarified the education / advising functions. Administration or organizational roles are not appropriate for county UW-Extension agents. Management group sets date of fair according to availability of carnival; will not be until after August 15 for 2016 fair. Most counties set fair dates 3 and 4 years in advance. Committee agreed the fairground management group needs county input for decisions related to planning, marketing, and scheduling the fair and its events. Management group's current contract with county runs through end of this year; Land and Development Committee negotiates contract. Fair board composition ideas included citizen(s) at-large, Chamber representative, 4-H leaders group

member, business owner, County Board member, and Extension educator as advisor, to make recommendations to the Land and Development Committee, and/or management group.

ACTION (REFERRAL): Motion by Stone-McConnell, second Glazman, to request the Land and Development Committee consider establishing a fair board that could set policy on finances, marketing, management, and contracts for purposes of maintaining and growing a successful, sustainable HOL Fair. Motion carried unanimously.

ACTION ITEM: Budgetary transfer: Attached/reviewed.

ACTION (REFERRAL): Motion by Glazman, second Stone-McConnell, to approve budgetary transfer as presented, and add \$1,000 award to new grant revenue account for Extension, and refer to Administration Committee. Motion carried unanimously.

FUTURE AGENDA ITEMS: Next meeting moved from January 13 to January 20, 1:00 p.m.

ADJOURNMENT: Motion by Stone-McConnell, second Glazman, to adjourn. Motion carried. Adjourned 11:40 a.m.

Submitted by,

Pamela Tafelski
Committee Clerk



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

February 1, 2016

Douglas County
1316 North 14th Street, Suite 301
Superior, WI 54880
Andy.Lisak@douglascountywi.org

Attn: Mr. Andy Lisak

RE: Phase I Environmental Site Assessment Proposal
Vacant Property
4603 Tower Avenue
Superior, WI
AET Proposal No. 03-06016

Dear Mr. Lisak:

American Engineering Testing, Inc. (AET) is pleased to offer services to Douglas County (hereafter referred to as the Client) for conducting a Phase I Environmental Site Assessment (ESA) at the above-referenced site. This proposal has been prepared in response to our recent phone conversation on January 29, 2016, and describes the scope, schedule, fees, and other information regarding our services.

Project Information

We understand this Site is vacant land, approximately 21.6 acres in size and located on the west side of Tower Avenue, commonly known as the fairgrounds parking lot, in the City of Superior, WI. Prior to our mobilization to the Site, we will require full access to the Site.

We understand this Phase I ESA is being performed as part of your due diligence process to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations to CERCLA liability. A complete evaluation of business environmental risks associated with the subject site may necessitate assessment beyond that identified in the ASTM Standard Practice for Environmental Site Assessments and the scope of services described below.

Purpose

The purpose of this Phase I ESA is to identify, to the extent reasonable pursuant to the methodology prescribed herein, recognized environmental conditions in connection with the property.



"Recognized environmental conditions" are defined to mean the presence or likely presence of any *hazardous substances or petroleum products* on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any *hazardous substances or petroleum products* into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not recognized environmental conditions. The term historical recognized environmental condition (HREC) is an environmental condition which in the past would have been considered a REC, but which may or may not be considered a REC currently.

Scope of Services

In order to achieve the purpose of this service, AET will prepare the Phase I ESA by performing the following tasks:

- Review reasonably ascertainable records that will help identify recognized environmental conditions in connection with the property. Records include standard environmental sources, physical setting sources, and historical use information.
- Perform a reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property. The reconnaissance will include observations of the general site setting and a discussion of the following: current and past uses of the property and adjoining properties; the geologic, hydrogeologic, hydrologic and topographic conditions of the property and adjoining properties; a general description of the structures at the property; roads at and adjoining the property; potable water supply for the property including on-site wells, on-site sewage disposal/septic systems; hazardous substances and petroleum product uses at the property; hazardous substance, petroleum product, and unidentified substance containers at the property; storage tanks; odors; pools of liquid, stains, and corrosion; PCB containing equipment (excluding fluorescent light ballasts); drains and sumps; pits, ponds, or lagoons; stressed vegetation; solid waste; and heating/cooling systems associated with structures on the property.
- Interview owners, occupants, state, and/or local government officials to obtain information indicating recognized environmental conditions in connection with the property.

- Interpret information collected in conjunction with performing the records review, site reconnaissance, interviews, and present the results in a written report. Two copies of the report will be provided and addressed to the Client (for exclusive use by the Client).

The Phase I ESA will be performed by or under the supervision or responsible charge of an AET Environmental Professional.

The scope of AET's Phase I ESA is in general compliance with the Standards and Practices for All Appropriate Inquiries (AAI) rule (40 CFR Part 312, November 1, 2005) and the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process - ASTM E 1527-05. You should be aware that, even though we follow the current AAI rule and ASTM practice standard for this service, there may be localized contamination on the property we cannot ascertain and will not be responsible for, given this scope of services. Such contamination could be related to disposal of contaminants not reported to appropriate government agencies, not made known to us or not reasonably visible to us at the time of our site observations as part of service for this Phase I ESA.

Our services to you are strictly limited to the scope described above. For your information, there may be certain environmental conditions on a property that are beyond the scope of our Phase I ESA services. Some of these environmental conditions include substances that may be present on a property in quantities and under conditions that may lead to contamination of the property or of nearby properties but are not included in CERCLAs definition of hazardous substances or do not otherwise present potential CERCLA liability.

The following are non-scope considerations you may want to assess in connection with this property: high voltage power lines; radon; lead in drinking water; lead-based paint; wetlands; site flooding; indoor air quality (vapor intrusion); regulatory compliance; cultural and historic resources; industrial hygiene; health and safety; ecological resources; endangered species; asbestos-containing materials; physical properties of the soils and bedrock for site grading or foundation considerations; and mold, fungi or bacterial growth in building structures.

No implication is intended as to the relative importance of inquiry into such non-scope considerations. The non-scope considerations listed above are not intended to be all inclusive.

In addition to the non-scope considerations listed above, our scope of services does not include obtaining or reviewing recorded land title records and judicial records for environmental liens or activity and use limitations. The scope of our services also does not include providing liability/risk evaluations, recommendations for Phase II testing, remediation techniques, or other assessment activities.

If you desire to obtain more information on these and other non-scope considerations, please contact us.

Client and Users Responsibilities

The Client and User shall provide AET with all available information pertaining to the subject property, including the following: legal description(s), plats, and surveys; recorded land title records and judicial records for environmental liens or activity and use limitations; reports of environmental assessments, geotechnical exploration, hydrogeologic conditions, and environmental audits; hazardous waste generator notices and reports; notices or other correspondence with any government agency regarding contamination at the property or relating to past or current violations of environmental laws with respect to the property or relating the environmental liens encumbering the property; registrations for aboveground and underground storage tanks; plans including Community Right to Know Plans, Safety Plans, Preparedness and Prevention Plans, and Spill Prevention, Countermeasure, and Control (SPCC) Plans; material safety data sheets (MSDS); present and past owners/occupants (phone numbers and/or addresses); existing and proposed uses, activities, etc., which are pertinent to the services provided by AET as part of this proposal.

Attached is a copy of a User Questionnaire. User, as defined by the ASTM Standard Practice, may include a potential purchaser of the property, a potential tenant of the property, an owner of the property, a lender, or a manager of the property. We request that the appropriate party (ies) complete the Questionnaire and that the completed Questionnaire(s) be returned to AET. Please contact us if you need additional copies of the blank Questionnaire.

Performance Schedule

We will complete this project and deliver the report to you within two weeks of the receipt of the signed agreement and our site visit, which will require full access on the Site.

Conditions

The attached Service Agreement applies to this project.

Fees

Our fees for the Phase I ESA scope of services described above will be a lump sum fee, of \$2,120.00.

Douglas County
AET Proposal No. 03-06016
Phase I ESA
February 1, 2016
Page 5 of 5

Acceptance

Upon your acceptance of this proposal, please sign, date, and return a copy of this proposal to us.

American Engineering Testing, Inc. appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me.

Sincerely,
American Engineering Testing, Inc.



Eric P. Oleson
Environmental Professional

Cellular Phone: (715) 828-1476
Email: eoleson@amengtest.com

Attachments: Service Agreement
User Questionnaire

PROPOSAL ACCEPTANCE

Signature _____ Date _____

Typed/Printed Name: _____

Company _____

User Questionnaire
AET Proposal/Project No. 03-06016
Page 1 of 2

In order to qualify for one of the Landowner Liability protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “*Brownfields Amendments*”), the user must provide the following information (if available) to the *environmental professional*. Failure to provide this information could result in a determination that “*all appropriate inquiry*” is not complete.

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).
Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state, or local law?

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).
Are you aware of any activity and use limitations (AULs), such as *engineering controls*, land use restrictions or *institutional* controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.29).
As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).
Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

User Questionnaire
AET Proposal/Project No. 03-06016
Page 2 of 2

(5.) Commonly known or *reasonably ascertainable* information about the *property* (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professionals* to identify conditions indicative of releases or threatened releases? For example, as *user*,

- (a.) Do you know the past uses of the *property*?

- (b.) Do you know of specific chemicals that are present or once were present at the *property*?

- (c.) Do you know of spills or other chemical releases that have taken place at the *property*?

- (d.) Do you know of any environmental cleanups that have taken place at the *property*?

(6.) The degree of obviousness of the presence of likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

Prepared By (print name)

Signature

As a representative of:

Dated:

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

11.3 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.4 - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in

question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15- WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 16 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$50,000.00**

SECTION 17 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota/Wisconsin without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

PROPOSAL: PHASE I ARCHAEOLOGICAL SURVEY FOR THE FAIRGROUND PARKING LOT DEVELOPMENT PROJECT, CITY OF SUPERIOR, DOUGLAS COUNTY, WISCONSIN

FROM: Duluth Archaeology Center. L.L.C., 5910 Fremont St. Suite 1, Duluth MN 55807
Dr. Susan Mulholland (president) or Stephen Mulholland (field director)
tel 218/624-5489, fax 218/249-0765, email archcenter@aol.com

SCOPE OF WORK

This project is to conduct Phase I archaeological survey of the proposed 21.6 acre development project at the fairgrounds parking lot in Superior, Douglas County, Wisconsin. The purpose of the Phase I survey is to determine if unreported archaeological sites are present within the project area. The Area of Potential Effects (APE) includes approximately 21.6 acres west of Highway 35. The legal is T49N, R14W, N1/2 of the SE1/4 of Section 34.

Survey will be to Wisconsin State Archaeologist and Wisconsin SHPO standards. A standard Phase I archaeological survey for both historic and prehistoric archaeological sites will be conducted where appropriate. Pedestrian walkover for surface indications of sites will be conducted over the entire parcel. In addition, subsurface testing for buried sites will be conducted as needed. Given the vegetated nature of the landscape, shovel testing is the appropriate field methodology for subsurface testing. Any site materials will be mapped in the field and locations recorded with GPS.

A report to SHPO and State Archaeologist standards will document the methods and results of the survey. Any artifacts will be documented in the field and presented in the report. Any recovered artifacts will be cleaned and analyzed for the report; accessioning will be done at an approved curation facility.

SCHEDULE, BUDGET, PERSONNEL

Contractor will conduct the field work after a contract is signed or written authorization to proceed is received. One day of field work is considered sufficient to complete the Phase I survey. Office work, including reporting, will require 3 weeks or less (depending on the survey results). Work can begin as early as the beginning of April 2016 if the ground and weather conditions permit

The budget for the Phase I archaeological survey is prepared on a separate sheet; this is a not-to-exceed quote. All costs will be charged as incurred. Two budgets are included. If a research assistant at University of Wisconsin Madison can be hired to check the site and survey files, then budget A will be followed. If an acceptable research assistant can not be reached at the University of Wisconsin Madison then a trip to check site and survey files at the Wisconsin Historical Society will need to be made by personnel from the Duluth Archaeology Center (Budget B).

Supervisory personnel meet the Secretary of Interior standards for Principal Investigator: Dr. Susan Mulholland (Registered Professional Archaeologist) and Stephen Mulholland (Registered

Professional Archaeologist).

The Duluth Archaeology Center carries the appropriate insurance for archaeological contracting work. Additional information will be provided if requested.

APPROVED BY

A handwritten signature in black ink, appearing to read "Stephen L. Mulholland". The signature is written in a cursive style with a large initial "S" and "M".

Stephen L. Mulholland, Field Director/PI, Duluth Archaeology Center

**BUDGET A: PHASE I ARCHAEOLOGICAL SURVEY FOR THE FAIRGROUND
PARKING LOT DEVELOPMENT PROJECT, CITY OF SUPERIOR, DOUGLAS
COUNTY, WISCONSIN (NO TRIP TO MADISON)**

PREPARATION/ADMINISTRATION

Principal Investigator	3 hr. @ \$64.17	\$192.51
Field Supervisor	2 hr. @ \$45.53	\$91.06
Account Manager	1 hr. @ \$46.56	\$46.56
Photocopies	150 @ \$0.10	\$15.00
TOTAL TASK 1		\$345.13

FIELD WORK

Supervisor	7 hr. @ \$45.53	\$318.71
Technician	7 hr. @ \$44.22	\$309.54
Mileage	36 miles @ \$0.540	\$19.44
TOTAL TASK 2		\$647.69

OFFICE WORK

Principal Investigator	2 hr. @ \$64.17	\$128.34
Supervisor	8 hr. @ \$45.53	\$364.24
Technician	7 hr. @ \$44.22	\$309.54
Postage/Delivery		\$20.00
Report Production		\$25.00
Graduate Student		\$150.00
TOTAL TASK 3		\$997.12

TOTAL PROJECT COSTS **\$1,989.94**

**BUDGET B: PHASE I ARCHAEOLOGICAL SURVEY FOR THE FAIRGROUND
PARKING LOT DEVELOPMENT PROJECT, CITY OF SUPERIOR, DOUGLAS
COUNTY, WISCONSIN (WITH TRIP TO MADISON)**

PREPARATION/ADMINISTRATION

Principal Investigator	15 hr. @ \$64.17	\$962.55
Field Supervisor	2 hr. @ \$45.53	\$91.06
Account Manager	1 hr. @ \$46.56	\$46.56
Photocopies	150 @ \$0.10	\$15.00
Mileage - Madison	720 miles @ \$0.54	\$388.80
Per Diem - Madison	1 day @ \$46.00	\$46.00
Lodging - Madison	1 night @ \$120.00	\$120.00
TOTAL TASK 1		\$1,669.97

FIELD WORK

Supervisor	7 hr. @ \$45.53	\$318.71
Technician	7 hr. @ \$44.22	\$309.54
Mileage	36 miles @ \$0.540	\$19.44
TOTAL TASK 2		\$647.69

OFFICE WORK

Principal Investigator	2 hr. @ \$64.17	\$128.34
Supervisor	8 hr. @ \$45.53	\$364.24
Technician	7 hr. @ \$44.22	\$309.54
Postage/Delivery		\$20.00
Report Production		\$25.00
TOTAL TASK 3		\$847.12

TOTAL PROJECT COSTS **\$3,164.78**

Sandvick, Sue

From: Lisak, Andy
Sent: Thursday, January 28, 2016 2:56 PM
To: Allen, Keith
Cc: Sandvick, Sue; Anderson, Candace
Subject: GRANT APPLICATION FOR BUSINESS RETENTION AND EXPANSION STUDY

Keith,

There has not been a full-fledged, coordinated Business Retention and Expansion Study done for Superior/Douglas County since 2008. The Development Team believes it is time one is conducted with the Development Association taking the lead. There is grant funding available from the Wisconsin Economic Development Corporation (Capacity Building Grants) and counties are eligible to apply. I would like to apply for a \$25,000 grant on behalf of Douglas County. The grant dollars would be used to pay the Development Association to coordinate the study – the funds would pass through the County. An in-kind match would be provided by UW-Extension. No cash match would come from the County. I would like (need) approval from the Land & Development Committee before applying. Could we place this item on the Land & Development Committee agenda for the February 23, 2016 meeting?

Thanks.

Andy
Andy Lisak, Administrator
Douglas County
1316 N. 14th Street, Suite 301
Superior, WI 54880
715.395.1335 office
715.395.1312 fax

~~## LAND RECREATION ORDINANCE~~ COUNTY-OWNED LAND USE ORDINANCE

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

SECTION I. PURPOSE

This Ordinance shall prescribe the rules and regulations for the recreational use and enjoyment of lands owned or managed by the Douglas County Forestry Department, pursuant to authorities and purposes of **Secs. 23.33(11), 28.11(3)(b), 29.038(2), 29.038(3), 59.54(6), 59.54(22) and 350.18, Wis. Stats.** ~~The purpose of this Ordinance is to help preserve the natural, scenic, recreational and commercial value of the natural resources on lands owned or managed by the Douglas County Forestry Department.~~

SECTION II. DEFINITIONS

- A. "ATV" (All-Terrain Vehicle) has the meaning given in sec. 340.01(2g), Wis. Stats.
- B. "Bicycle" has the meaning given in sec. 340.01(5), Wis. Stats.
- C. "Camping Unit" means any single shelter except bedrolls and sleeping bags used for a camp by a camping party.
- D. "Closed Road or Trail" means a road or trail that is considered closed to motor vehicles when designated by the presence of a sign, gate, berm, barricade or any other device placed by the County for the purpose of blocking or by officially publishing a Class 1 legal notice of closure.
- E. "County Forest" means those lands owned by Douglas County and entered under the County Forest Law §28.11, Wis. Stats., either as Forest Lands or as Special Use Designated Lands.
- F. "County Forest Road" means roads which are authorized, approved, and maintained for public motor vehicle use for which the County receives County Forest road aid payments from the State of Wisconsin under sec. 86.315 (4a), Wis. Stats.
- G. "Cross-Country Ski Trail" means those trails which have been authorized, approved, and maintained by the County Forestry Department for public recreational skiing purposes.
- H. "Cross-Country Travel" means any land or water travel through the County Forest off of a developed road or trail.

- I. "Damage" means any occurrence on the County Forest that is detrimental or could have a potentially detrimental effect on the natural resources, features, or facilities owned and operated by the County as determined by the Director or their designee.
- J. "Developed Recreational Area" means the following locations: Gordon Dam County Park, Lucius Woods County Park, Mooney Dam County Park, Long Lake County Park, Bass Lake County Park, Tozer County Park, Minnesuing County Park, Anna-Gene County Park, the clubhouse, kennels, stables, and corral areas of the Bird Sanctuary, Lyman Lake boat landings, North Flowage boat landing, Minnesuing boat landing, and Park Creek Pond recreation area.
- K. "Developed Road or Trail" means roads or trails which have been authorized, constructed, and approved by the County Forestry Department which provide access to the County Forest.
- L. "Director" means the Douglas County Forestry Department Director of Forestry and Natural Resources.
- M. "Domestic Animal" means any animal that has been bred or raised to live in or about the habitation of humans and is dependent on people for food and shelter.
- N. "Family" means a camping party composed of a parent, parents, or step-parent with their unemancipated children or grandchildren.
- O. "Firearm" has the meaning given in sec. 167.31(1)(c), Wis. Stats.
- P. "Fireworks" has the meaning given in sec. 167.10(1), Wis. Stats.
- Q. "Forest Products" are vegetative products from the County Forest, including but not limited to, products of plant origin, products of fungi origin, non-wood products, flora, seedlings, saplings, shrubs, chips, bark, boughs, branches, logs, sawlogs, pilings, posts, poles, roundwood products, cordwood products, pulpwood, fuelwood and Christmas trees.
- R. "Highway Vehicle" means any motor vehicle which is or can be licensed by the State of Wisconsin for use on public highways or is intended to be licensed by the State of Wisconsin for such use.
- S. "Historic Resource" means any archaeological artifact or historical article that is in association with events or lives of persons significant in the past, represents characteristics of a type, time period, or method of work that made a notable contribution to history, or yields or is likely to yield information important in history or pre-history.

- T. "Livestock" means horses, cattle, llamas, pigs, sheep, goats, rabbits, fowl, or any other domestic animals typically ridden or used in the production of food, fiber, or other products or activities defined as agricultural.
- U. "Moped" has the meaning given in sec. 340.01(29m), Wis. Stats.
- V. "Motor Bicycle" has the meaning given in sec. 340.01(30), Wis. Stats.
- W. "Motorcycle" has the meaning given in sec. 340.01(32), Wis. Stats.
- X. "Motor Vehicle" has the meaning given in sec. 340.01(35), Wis. Stats.
- Y. "Non Family" means a camping party composed of 8 or less persons who do not meet the definition of family as defined herein.
- Z. "Occupy" means to be present in, located in, or reside in.
- AA. "Off-Highway Motorcycle" (OHM) means any motorized vehicle intended for traveling on two wheels having a seat or saddle designed to be straddled by the operator and having handlebars for steering control. Motorcycles may be legal for public highway use and still considered to be an OHM if used for off-highway operation on designated OHM trails in the County Forest.
- BB. "Off-Highway Vehicle" means any motorized vehicle (excluding highway vehicles) designed for or capable of cross-country travel on or immediately over land, sand, snow, ice, marsh, swampland, or other natural terrain, which would include, but not be limited to, such vehicles as four-wheel drive units, dune buggies, all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), off-highway motorcycles, motorcycles, motor bicycles (dirt bikes), mopeds, mini-bikes, snowmobiles, go-carts, amphibious vehicles, air-cushioned vehicles, air boats, and golf carts.
- CC. "Pit" means any area which has been or is currently being utilized for its natural materials such as, but not limited to, gravel, sand, clay, or dirt.
- DD. "Power Load" means using force generated from a motorized propeller or other motorized means to load and unload a boat or other watercraft onto and off a trailer.
- EE. "Smoke" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, plant, weed or other tobacco product or tobacco-like product or substance in any manner or in any form.
- FF. "Snowmobile" has the meaning given in sec. 340.01(58a), Wis. Stats.

- GG. "State Funded Snowmobile/ATV Trail" means those trails authorized, approved, and maintained for public motorized recreational purposes for which the County receives maintenance funds from the State of Wisconsin.
- HH. "Straight Arrow OHM Trail" a marked corridor on the County Forest designated for use by off-highway motorcycle vehicle operators as authorized and approved by the County Forestry Department.
- II. "Studded Tire" means a tire with any block, stud, flange, cleat, spike or other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire.
- JJ. "Trap Device" means any device that is designed to close upon, hold fast, confine, or otherwise capture wildlife or domestic animals.
- KK. "Utility Terrain Vehicle" (UTV) has the meaning given in sec. 23.33(11p), Wis. Stats.
- LL. "Vehicle" has the meaning given in sec. 340.01(74), Wis. Stats.
- MM. "Wildlife" means all species of animals including, but not limited to, mammals, birds, fish, reptiles, amphibians, mollusks, and crustaceans living in a natural, non-domesticated state.
- NN. "Yard Waste" means tree branches, tree limbs, parts of trees, bushes, shrubbery cuttings or clippings, or other items created as a result of trimming, cutting, or pruning trees or bushes, also the accumulation of lawn grass, shrubbery, vine, and other vegetative cuttings or clippings, and/or dry leaf or needle rakings.

SECTION III. GENERAL PROVISIONS

It is prohibited under this Ordinance for a person or persons on lands owned ~~or managed~~ by the Douglas County Forestry Department to:

- A. Deposit, put, leave, place, drop, bury, litter, dump or dispose of any garbage, trash, waste, or rubbish in any manner other than by depositing in a designated container. ~~No trash or rubbish generated off-site is allowed in County waste containers.~~
- B. Dispose of, put, leave, place, drop, bury, or dump any yard waste.
- C. Construct, place, put, occupy, use, store, bury, or leave personal property ~~without the written permission of the Director or their designee.~~ Any personal property found in violation shall be confiscated and disposed of at the user's expense by

County Forestry Department personnel or the County Sheriff's Department, or their designees.

- D. Damage, deface, destroy, mar or in any manner misuse the natural features, resources, roads, trails, facilities, assets or property of the County.
- E. Fail to secure the proper permit or approval prior to engaging in an activity which requires such prior permit or approval.
- F. Fail to follow all requirements, provisions, regulations, rules, and conditions set forth in any written permit or approval.
- G. Damage, deface, destroy, move, remove, or possess any sign or other informational device placed or contracted to be placed by the County.
- H. Post or cause to be posted any sign, picture, advertisement, or other informational device without permission of the ~~Director~~ **County Clerk** or their designee.
- I. Possess or discharge any fireworks regulated by sec. 167.10(1), Wis. Stats.
- J. Deposit, leave, place, drop, bury, dump or dispose ashes or charcoal unless they are cool enough to touch with a hand.
- K. Leave an open fire unattended unless it has no smoke and the entire coal or ash bed is cool enough to touch with a hand.
- L. Engage in any activity which is in violation of a County sign, notice, regulation, or rule.
- M. Return once expelled or refuse to leave an area when directed to leave by the ~~Director~~, Sheriff, or their designees.
- ~~N. Jump or dive off any water control structure owned or operated by the County.~~
- ~~O. Power load any boat or other watercraft.~~
- P. Set fire to, burn, or incinerate any garbage, trash, waste, rubbish, or other discarded man-made materials.

SECTION IV. HUNTING AND TRAPPING

No person or persons shall construct, place, occupy or use on lands owned or managed by the Douglas County ~~Forestry Department~~:

A. Tree Stands and Ground Blinds:

1. A tree stand that is not a hang-on style, self climbing style, or a ladder stand style, or which attaches to a tree by any means or device, which penetrates the bark or the bole of the tree.
2. Climbing aids; including, but not limited to, screw in tree steps, landscape spikes, nails, railroad spikes, or bolts.
3. A tree stand, elevated platform or ground blind which does not have the owner's name and address (city and State) or WDNR customer I.D. number attached in such a manner as to be visible from the ground.
4. A tree stand which utilizes artificial shooting lanes created by cutting, brushing, trimming, or otherwise damaging or altering trees, brush, vegetation or terrain.
5. A tree stand which is larger than 52 inches by 36 inches measured at the base, ground blind which measures larger than 7ft X 7ft X 7ft, or elevated platform which the platform measures more than 7ft X 7ft X 7ft.
6. A tree stand, elevated platform or ground blind in the period of February 1 to March 31 and June 1 to August 31 of each calendar year.

Any tree stand, free standing platform or ground blind which is found in violation of this Ordinance shall be confiscated and disposed of at the user's expense by ~~County Forestry Department personnel~~ or the County Sheriff's Department, or their designees.

B. Waterfowl Blinds:

1. A blind for waterfowl hunting more than 7 days prior to the opening of the waterfowl hunting season, or fail to remove the blind within 7 days after the close of season.
2. A blind used exclusively for waterfowl hunting as provided in sec. 29.327(2), Wis. Stats., which does not bear the name of the owner affixed permanently to the blind in lettering one-inch square or larger.

Any blind for waterfowl hunting which is found in violation of this Ordinance shall be confiscated and disposed of at the user's expense by ~~County Forestry Department personnel~~ or the County Sheriff's Department, or their designees.

~~C. It is prohibited under this Ordinance for a person or persons to discharge or hunt with a rifle or shotgun loaded with slugs on or within the right-of-way of the Wrenshall Grade Recreational Trail, Saunders Grade Recreational Trail, Wild Rivers Recreational Trail, or Gandy Dancer Recreational Trail.~~

SECTION V. DEVELOPED RECREATIONAL AREAS

~~_____ Violation of any State law or any rules of the County by a member or guest of a member of a camping party is cause for revocation of the camping permit and eviction from the property.~~

~~It is prohibited under this Ordinance for a person or persons on lands owned or managed by the Douglas County Forestry Department to:~~

- ~~A. _____ Violate the quiet hours of 10:00 p.m. to 8:00 a.m. by creating excessive noise or causing a disturbance. Create noise with radios, televisions, or other instrument which can be heard from a distance of more than 20 feet.~~
- ~~B. _____ Use or be within a Developed Recreational Area for any purpose (excluding actively fishing) between the hours of 10:00 p.m. and 6:00 a.m. of each day, unless such person is a registered camper or otherwise has written permission from the Director or their designee. State Funded Snowmobile/ATV Trails and designated boat launches may be used 24 hours per day for designated uses when officially open to the public.~~
- ~~C. _____ Take or keep within such area a pet or domestic animal unless the same is kept at all times on leash which prevents the pet or domestic animal from running at large. No pets or domestic animals allowed in the beach areas. (Animals specially trained to provide services for people with disabilities shall be exempt from this requirement).~~
- ~~D. _____ To allow or permit a dog or any other pet or domestic animal to deposit any solid animal waste in a Developed Recreational Area and to fail to promptly remove any such waste and deposit in a designated container.~~
- ~~_____ E. _____ Possess, ride, transport or locate any livestock in a Developed Recreational Area.~~
- ~~F. _____ Camp or occupy any site without paying current registration or self-registration fees and obtaining an appropriate camping permit.~~
- ~~G. _____ Discharge, possess or store an uncased or loaded firearm, including any BB gun, pellet gun, air gun, paintball gun, slingshot, bow, and crossbow, except as otherwise authorized under Sec. 941.23, 167.31, or 23.33 Wis. Stats.~~
- ~~H. _____ Hunt, trap, kill or attempt to kill any animal or fowl in a Developed Recreational Area by the use of a firearm, bow and arrow, air rifle, trap device or any other means.~~

- ~~I. Ignite an open fire unless such fire is in a fireplace, grill, or other suitable container provided by the County, or in a container specifically constructed to contain a fire.~~
- ~~J. Deposit, put, leave, place, drop, bury, litter, dump or dispose of any park generated garbage, trash, waste, or rubbish in any manner other than by depositing in a designated container. No non-park generated trash or rubbish is allowed in park waste containers.~~
- ~~K. Deposit, put, leave, drop, dump or dispose of any fish or game animal parts or waste, except at designated fish cleaning sites provided for such purposes.~~
- ~~L. Camp at any site other than a designated site for camping.~~
- ~~M. Place, occupy or use any more than one camping unit per designated camping site.~~
- ~~N. Camp in any Developed Recreational Area except for: Lucius Woods County Park, Gordon Dam County Park, Mooney Dam County Park, and the clubhouse and barn areas of the Bird Sanctuary.~~
- ~~O. Camp at or occupy the same site for a period exceeding ten consecutive days.~~
- ~~P. Camp with more than 8 non-family members per campsite.~~
- ~~Q. Smoke within any designated non-smoking area.~~
- ~~R. Use or possess any glass bottles or containers in an area posted "NO GLASS CONTAINERS".~~

SECTION VI. TRAILS, ROADS, AND MOTOR VEHICLES

It is prohibited under this Ordinance for a person or persons on lands owned or managed by the Douglas County Forestry Department to:

- ~~A. Operate a motor vehicle or highway vehicle in any developed recreational area off a developed road or designated parking area.
 - ~~1. Operate in developed recreational area in such a manner as to cause damage.~~~~
- ~~B. Operate an off-highway vehicle in any developed recreational area (excluding State Funded Snowmobile/ATV Trails).
 - ~~1. Operate in developed recreational area in such a manner as to cause damage.~~~~

- C. Operate any off-highway vehicle (excluding ATVs, UTVs, snowmobiles, and off-highway motorcycles).
- D. Operate an off-highway motorcycle (~~excluding on the Straight Arrow OHM Trail~~).
- E. Operate an unregistered or unlicensed motor vehicle, highway vehicle, or off-highway vehicle which can be officially licensed or registered by the State of Wisconsin as a legal highway or recreational vehicle.
- F. Operate a motor vehicle, highway vehicle, or off-highway vehicle on any closed road or trail.
 - 1. Operate on any closed road or trail in such a manner as to cause damage.
- G. Operate a motor vehicle, highway vehicle, or off-highway vehicle off a developed road or trail. Cross-country travel by motorized means is prohibited. Illegally constructed or located trails shall not be considered developed.
 - 1. Operate off a developed road or trail (cross-country) in such a manner as to cause damage.
- H. Operate a motor vehicle, highway vehicle, or off-highway vehicle in violation of a posted sign, notice, regulation, or rule.
- I. Construct or establish a new road or trail or alter, re-route, or in any manner change an existing road or trail without the written permission of the Director or their designee.
- ~~J. Operate a motor vehicle, highway vehicle, or off-highway vehicle on any State Funded Snowmobile/ATV Trail during a Department of Natural Resources (DNR) ordered fire ban.~~
- K. Operate a motor vehicle, highway vehicle, or off-highway vehicle in any pit.
- L. Block or obstruct in any manner a road or trail which limits or prohibits access by others.
- M. Leave a motor vehicle, highway vehicle, or off-highway vehicle unattended for more than 72 hours under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. An abandoned vehicle shall constitute a public nuisance.
- N. Operate a motor vehicle, highway vehicle, or off-highway vehicle (excluding snowmobiles) with studded tires.

- O. Operate a bicycle off a developed road or trail. Cross-country travel by bicycle is prohibited. Illegally constructed or located trails shall not be considered developed.
- P. Ride a horse or other stock off a developed road or trail. Cross-country travel by equestrian is prohibited. Illegally constructed or located trails shall not be considered developed.
- Q. Remove, alter damage, destroy, mar, or in any manner modify any sign, posting, gate, berm, or barricade device. Shall include all associated pieces, parts, and components of any such device.
- R. Post, install, construct, place, or relocate any sign, gate, rock, berm, or other blockage device or otherwise modify or attempt to modify the intended use designation of any road, trail, or area.
- S. Operate a motor vehicle or highway vehicle in excess of 30,000 pounds (tare or gross weight) without written permission of the ~~Director~~ **County Clerk** or their designee (~~excluding County Forest Roads~~).

SECTION VII. NATURAL RESOURCES

It is prohibited under this Ordinance for a person or persons on lands owned or ~~managed~~ by the Douglas County ~~Forestry Department~~ to:

- A. Cultivate, disk, rototill plant, water, fertilize, harvest, or manufacture any controlled substance or illegal drug.
- B. Cultivate, disk, rototill plant, water, fertilize, hunt over, or utilize any type of seed, crop, plant, tree, or food plot without written permission from the Director or their designee.
- C. Cut, harvest, or remove any vegetation that is not to be consumed without written permission of the ~~Director~~ **County Clerk** or their designee. (This shall not be construed to permit harvest of vegetation otherwise controlled. Vegetation cut in conjunction with an official land survey, cutting of stakes used for trapping is allowed.)
- D. Cut, harvest or remove firewood, Christmas tree, balsam fir bough, birch stem, birch branch, birch bark, princess pine, pine/spruce cone, hardwood tree seed, or other forest product without written permission of the ~~Director~~ **County Clerk** or their designee.

- E. Remove fill, soil, ore, sand, gravel, rock, or any mineral without written permission of the ~~Director~~ **County Clerk** or their designee.
- F. Tap any tree for the purpose of syrup production without written permission from the ~~Director~~ **County Clerk** or their designee.
- G. Disturb, excavate, collect, or remove any historic resource without written permission of the ~~Director~~ **County Clerk** or their designee.
- H. Chase, harass, molest, disturb, kill, or attempt to kill any wildlife except while engaged in lawfully angling for, taking, pursuing, hunting or trapping such wildlife or allow or permit a pet or domestic animal to do the same.

SECTION VIII. SIGNAGE

~~The Director shall be and is hereby directed to post signs in each of the above listed Developed Areas, which signs shall summarize the regulations set forth in this Ordinance and shall recite that the regulations are imposed pursuant to Douglas County Ordinance.~~

SECTION IX. EXCLUSIONS

This Ordinance shall not apply to law enforcement officers, active employees of the **Douglas County Forestry Department**, or others authorized by the Director or designee while operating motor vehicles, highway vehicles, or off-highway vehicles while engaged in their respective official duties.

SECTION X. EMERGENCY FIRE REGULATIONS

Department of Natural Resources emergency fire regulations shall supersede this Ordinance pursuant to NR Code 30.05.

SECTION XI. PENALTIES

Any person who violates, disobeys, neglects, omits or refuses to comply with any of the provisions of this Ordinance shall forfeit not less than **Fifty (\$50.00) nor more than Five-Thousand Dollars (\$5,000.00)**, together with the costs of prosecution and damages, and in default of payment thereof, by imprisonment in the County Jail of Douglas County, Wisconsin, for a term of not more than 30 days or until such judgment is paid.

Each day a violation exists or continues shall constitute a separate offense. Pursuant to

Sec. 66.0113, Wis. Stats. and Douglas County Ordinance #1.1, the provisions of this Ordinance may be enforced through issuance of a citation. Enforcement of this is delegated to the Douglas County Sheriff's Department, ~~the Director of Forestry and Natural Resources~~, and Town and Village law enforcement, or their designees. In addition to these penalties, ~~the Director of Forestry and Natural Resources~~ **Douglas County** may seek restitution for damages by civil action in circuit court.

SECTION XII. RESPONSIBILITY OF VEHICLE OWNERS.

Any person operating any motor vehicle, highway vehicle, or off-highway vehicle in violation of any provision herein shall be in violation of this Ordinance and be subject to all allowable penalties herein unless such person cannot be sufficiently identified, in which case, the owner of the motor vehicle, highway vehicle, or off-highway vehicle operated in or found in violation of any provision herein shall be in violation of this Ordinance and be subject to all allowable penalties herein.

SECTION XIII. SEVERABILITY

Should any sub-section, clause, or provision of this Ordinance be declared by the Court to be invalid, the same shall not affect the validity of the section as a whole or any part thereof, other than the part so declared to be invalid.

SECTION XIV. DISPOSAL OF CONFISCATED PROPERTY

~~The~~ **Douglas** County ~~Forestry Department~~ or the County Sheriff's Department may dispose of any personal property which has been confiscated in violation of this Ordinance, abandoned or otherwise remained unclaimed for a period of 30 calendar days after confiscation and/or taking possession of such property.

The property may be retained, sold, destroyed, or otherwise disposed of by any means determined to be in the best interest of the County by the Director of Forestry and Natural Resources or designee.

SECTION XV. EXPULSION AUTHORITY

~~_____ The Director of Forestry and Natural Resources, Sheriff, or their designees may expel any person or persons from lands under the management, supervision, and control of the County for violation of any State law, local law, administrative rule or posted rule or regulation when such violation is deemed by the County to be an immediate threat to the health, well being, safety and/or welfare of any other person or natural feature, resource, asset or property of the County. Any such expulsion shall be for a length of time as reasonably determined by the Director of~~

~~Forestry and Natural Resources, Sheriff, or their designees. Expelled persons shall not be eligible for refunds on any user fees. Upon expulsion, any person or persons who thereafter returns to the property before the expulsion period has elapsed shall be in violation of this Ordinance and be subject to all allowable penalties herein or those provided under Statute 943.13.~~

SECTION XVI. EFFECTIVE DATE

This Ordinance shall take effect and be in force after its passage and publication as required by law.

Dated

(See “Deposit Schedule” on following page)

DRAFT

DEPOSIT SCHEDULE FOR RECREATION ORDINANCE #7.2

Section 66.0113, Wis. Stats. requires that there be a deposit schedule to establish a uniform deposit for violations of specific Ordinance provisions. These uniform deposit amounts must include a 20 percent law enforcement training penalty under Sec. 165.87, Wis. Stats. and a jail assessment imposed by Sec. 302.46(1), Wis. Stats. which is to be 1 percent of the original forfeiture but in no event less than \$10.00. The law enforcement training penalty and jail assessment are in addition to the below described deposits.

Each additional 24 hour period a violation exists or continues to exist shall constitute a separate offense. An offense shall be considered a second or subsequent offense if it occurs within one year of a previous offense date.

NOTE: Court costs not reflected in deposit. In addition to deposit, the Director of Forestry and Natural Resources may seek restitution for damages by civil action in circuit court.

GENERAL PROVISIONS

A.	Illegal trash disposal First Offense.....	\$200.00
	Second and subsequent offenses.....	\$350.00
B.	Illegal yard waste disposal First Offense.....	\$200.00
	Second and subsequent offenses.....	\$350.00
C.	Personal property on County land First Offense.....	\$250.00
	Second and subsequent offenses.....	\$350.00
D.	Damage County property.....	\$350.00
E.	Fail to secure the proper permit.....	\$200.00
	Second and subsequent offenses.....	\$350.00
F.	Fail to follow permit or requirements.....	\$200.00
	Second and subsequent offenses.....	\$350.00
G.	Damage, deface, destroy, move, remove, or possess sign or other County informational device.....	\$250.00
	Second and subsequent offenses.....	\$350.00
H.	Post or cause to be posted a sign, picture, advertisement, or other informational device First Offense.....	\$200.00
	Second and subsequent offenses.....	\$350.00
I.	Possess or discharge fireworks.....	\$200.00
	Second and subsequent offenses.....	\$350.00
J.	Dump ashes or charcoal.....	\$200.00
K.	Leave an open fire.....	\$250.00
L.	Engage in a prohibited activity.....	\$200.00
M.	Return when expelled or refuse to leave when directed.....	\$500.00
N.	Jump or dive off any water control structure.....	\$200.00
O.	Power load boat or watercraft.....	\$250.00
P.	Burn trash or other waste.....	\$250.00

HUNTING AND TRAPPING

- A. Tree Stands and Ground Blinds
 - 1. Illegal tree stand First Offense \$200.00
 Second and subsequent offenses \$350.00
 - 2. Illegal climbing aids First Offense \$200.00
 Second and subsequent offenses \$350.00
 - 3. Tree stand without identification First Offense \$150.00
 Second and subsequent offenses \$250.00
 - 4. Tree stand utilizing shooting lanes \$250.00
 - 5. Too large of a tree stand/ground blind \$250.00
 - 6. Illegal tree stand/ground blind seasonal dates \$150.00
 Second and subsequent offenses \$250.00
- B. Waterfowl Blinds
 - 1. Illegal waterfowl blind First Offense \$200.00
 Second and subsequent offenses \$350.00
 - 2. Waterfowl blind without identification First Offense \$150.00
 Second and subsequent offenses \$250.00
- C. Discharge or hunt with prohibited firearm on Wrenshall Grade, Saunders Grade, Wild Rivers, or Gandy Dancer Recreational Trails \$250.00

DEVELOPED RECREATIONAL AREAS

- A. Violate quiet hours/excessive noise\$150.00
- B. Be within a developed recreational area during prohibited time\$200.00
- C. Domestic animal not on leash\$150.00
- D. Fail to remove domestic animal waste\$150.00
- E. Possess or transport livestock.....\$150.00
- F. Camp or occupy site without paying registration\$200.00
- G. Illegally discharge or possess a firearm\$350.00
- H. Hunt, trap, or kill animal or fowl\$250.00
- I. Improper fire\$150.00
- J. Dump or dispose of non-park generated trash\$150.00
- K. Dump or dispose of fish or game parts\$150.00
- L. Camp at any site other than a designated site for camping\$200.00
- M. Place more than one camping unit per site\$150.00
- N. Camp in any prohibited developed recreational area\$200.00
- O. Camp at or occupy single site for a period exceeding ten Consecutive days\$200.00
- P. Camp with more than 8 non-family members per campsite\$200.00
- Q. Smoke within any designated non-smoking area\$150.00
- R. Glass containers in prohibited area\$150.00

TRAILS, ROADS, AND MOTOR VEHICLES

A.	Operate a motorized vehicle in developed recreational area	\$200.00
	1. Cause damage with motorized vehicle.....	\$350.00
B.	Operate an off-highway vehicle in developed recreational area	\$200.00
	1. Cause damage with motorized vehicle.....	\$350.00
C.	Operate prohibited off-highway vehicle	\$200.00
	Second and subsequent offenses.....	\$350.00
D.	Operate an off-highway motorcycle in prohibited area First Offense	\$200.00
	Second and subsequent offenses.....	\$350.00
E.	Operate an unregistered/unlicensed motorized vehicle First Offense	\$200.00
	Second and subsequent offenses.....	\$350.00
F.	Operate a motorized vehicle on closed road or trail First Offense .	\$200.00
	Second and subsequent offenses.....	\$350.00
	1. Cause damage with motorized vehicle First Offense	\$300.00
	Second and subsequent offenses.....	\$500.00
G.	Cross-country motorized travel First Offense	\$200.00
	Second and subsequent offenses.....	\$350.00
	1. Cause damage with motorized vehicle First Offense	\$300.00
	Second and subsequent offenses.....	\$500.00
H.	Operate a motorized vehicle in violation of a sign, notice, regulation, or rule	\$200.00
I.	Construct new or alter existing roads or trails	\$350.00
J.	Operate a motorized vehicle during fire ban	\$200.00
K.	Operate a motorized vehicle in pit First Offense	\$200.00
	Second and subsequent offenses.....	\$350.00
L.	Block road or trail which prohibits access by others.....	\$200.00
M.	Leave motorized vehicle unattended for more than 72 hours	\$350.00
N.	Operate a motorized vehicle with studded tires	\$200.00
O.	Cross-country bicycle travel First Offense.....	\$200.00
	Second and subsequent offenses.....	\$350.00
P.	Cross-country equestrian travel First Offense	\$200.00
	Second and subsequent offenses.....	\$350.00
Q.	Remove, alter, damage, destroy, mar, or modify sign, posting, gate, berm, or barricade device First Offense	\$350.00
	Second and subsequent offenses.....	\$500.00
R.	Modify or attempt to modify the intended use designation of a road, trail, or area First Offense	\$350.00
	Second and subsequent offenses.....	\$500.00
S.	Operate a motorized vehicle in excess of 30,000 pounds without permit First Offense	\$350.00
	Second and subsequent offenses.....	\$500.00

NATURAL RESOURCES

- A. Cultivate, disk, rototill, plant, water, fertilize, harvest, or manufacture any controlled substance or illegal drug..... \$2500.00
- B. Cultivate, disk, rototill, plant, water, fertilize, hunt over, or utilize any type of seed, crop, plant, tree, or food plot \$300.00
- C. Cut, harvest, or remove vegetation without a permit First Offense \$250.00
Second and subsequent offenses \$500.00
- D. Cut, harvest, or remove forest products without a permit First Offense..... \$250.00
Second and subsequent offenses \$500.00
- E. Remove mineral without a permit \$250.00
- F. Tap any tree for the purpose of syrup production without a permit \$250.00
- G. Disturb, excavate, collect, or remove any historic resource without a permit..... \$250.00
- H. Harass or unlawfully kill wildlife..... \$250.00

DRAFT



Division of Transportation
 System Development
 Northwest Region
 1701 N 4th Street
 Superior WI 54880

Scott Walker, Governor
 Mark Gottlieb, P.E., Secretary
 Internet: www.dot.wisconsin.gov

Telephone: 715-392-7925
 Facsimile (FAX): 715-392-7863
 E-mail: mw.dtd@dot.wi.gov

January 6, 2015

Douglas County
 1316 N. 14th Street
 Suite 301
 Attn: Andy Lisak Administrator
 Superior, WI 54880

Project ID 8680-00-21 Parcel No.22
 Belknap Street, USH 2
 Douglas County

RE: Parcel 22

To whom it may concern,

The Wisconsin Department of Transportation (WisDOT) and the City of Superior are beginning a highway improvement project that will affect property you own, adjacent to USH 2 & Belknap Street in Superior, Douglas County, Wisconsin.

I will contact you with in the next few months with information regarding the project and your property and an offer to purchase. WisDOT is in the process of having your property appraised by Corre, Inc. Please feel free to contact Cindy White at 715-491-6980 or by email cwhite@correinc.com or Rick Dickson at 608-828-1011 or by email rdickson@correinc.com for your appraisal appointment or questions.

Your property has or will be staked by our survey crew for you the appraiser to identify the correct area that will be affected by this project.

WisDOT asks for your cooperation in completing the enclosed Ownership Information Sheet. This information informs us about you and your property. Please fill this form out and mail back in the postage-paid envelope.

If you have any questions about this project or the acquisition process, please feel free to call us anytime. We will be your real estate acquisition agents for this project for the City of Superior. We look forward to working with you through this process.

Sincerely,

Nicole Flamang
 715-392-7931
Nicole.flamang@dot.wi.gov

Matt Lohr
 715-392-7880
Matthew.Lohr@dot.wi.gov

RECEIVED

JAN 12 2016

DOUGLAS COUNTY
 ADMINISTRATION

JANUARY

8 #1

OWNERSHIP INFORMATION RECORD

Wisconsin Department of Transportation

DT1861 03/2012

Name		Address (street, city, state, zip)	
Area code – home phone	Area code – work phone	Area code – cell phone	
Best time and place to contact you		Email	
Total acres of property		Main use of property	
Do iron survey stakes mark property corners? <input type="checkbox"/> No. <input type="checkbox"/> Yes.			
Is property rented or leased? <input type="checkbox"/> No. <input type="checkbox"/> Yes - list name(s) and address(es) of tenant(s):			

Are any signs on property?
 No. Yes - list sign owner(s):

Are there any underground improvements located between residence and highway right of way (e.g., well, septic, mound system, holding tanks, underground fuel tanks, drain tiles, sump pump discharges, etc.)?
 No. Yes - list underground improvement(s):

List mortgages / liens / judgments, if any.

Questions and comments

Project ID 8680-00-21	Highway No. USH 2	County Douglas	Parcel No. Belknap 22
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1. THE CITY OF SUPERIOR, WISCONSIN, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 11111

WHEREAS, THE CITY OF SUPERIOR, WISCONSIN, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 11111

TRANSPORTATION PROJECT PLAN NO: 8580-00-21 - 4.04

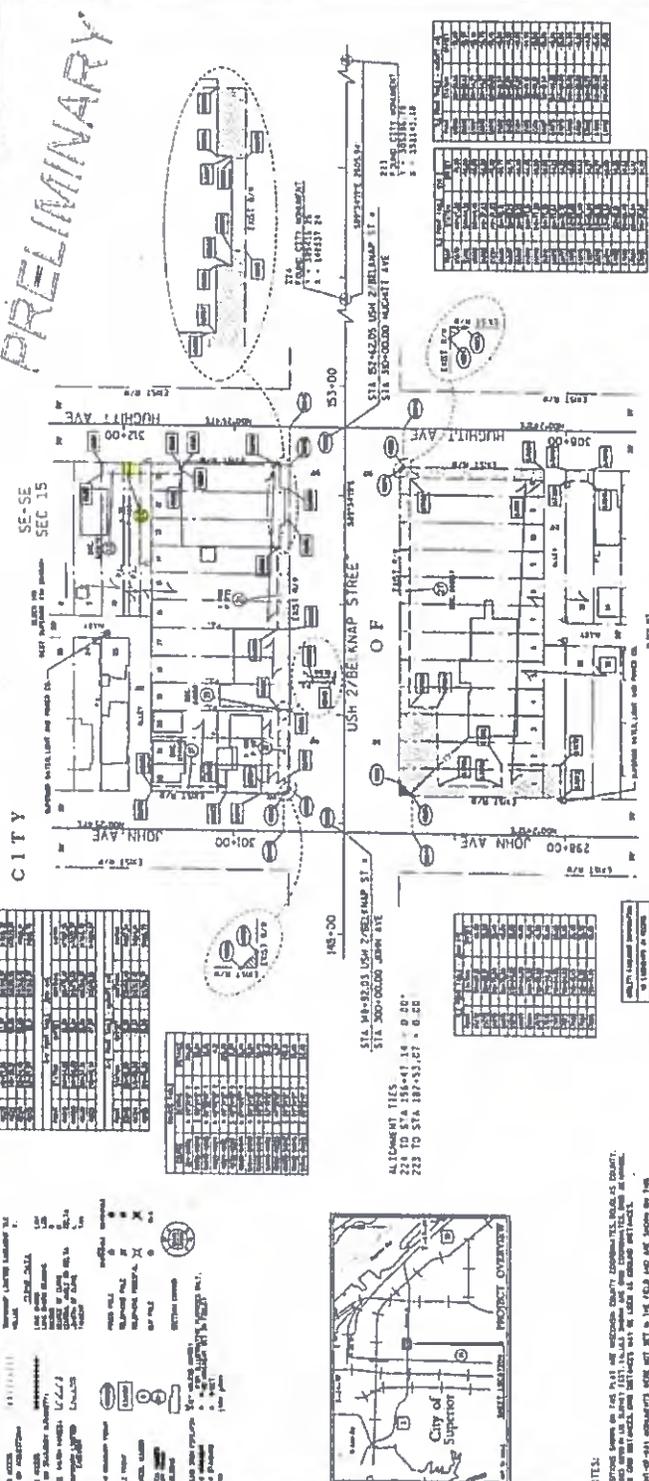
THIS PLAN IS FOR THE CITY OF SUPERIOR, WISCONSIN, AND THE SE-SE OF SECTION 15 AND THAT PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROPERTY OWNERS

OWNER	ADDRESS	PHONE
...

ADJACENT LOTS

LOT	OWNER	ADDRESS
...



FAA Federal Aviation Administration, Inc.

CONSULTING ENGINEERS

1000 N. MADISON STREET, SUITE 1000, MILWAUKEE, WISCONSIN 53233

DATE: _____

BY: _____

GENERAL OF LOTS AND INTERESTS (ENHANCED)

LOT	OWNER	ADDRESS	PHONE
...

ADJACENT LOTS

LOT	OWNER	ADDRESS
...

NOTES:

1. THE CITY OF SUPERIOR, WISCONSIN, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 11111

WHEREAS, THE CITY OF SUPERIOR, WISCONSIN, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 11111



Division of Transportation
System Development
Northwest Region
1701 N 4th Street
Superior WI 54880

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 715-392-7925
Facsimile (FAX): 715-392-7863
E-mail: nw.dted@dot.wi.gov

January 7, 2015

DOUGLAS COUNTY
1313 BELKNAP ST.
SUPERIOR, WI, 54880

JANUARY 8 2015
⑧ #2

Project ID 8680-00-21 Parcel No.32
Belknap Street, USH 2
Douglas County

RE: Parcel 32

To whom it may concern;

The Wisconsin Department of Transportation (WisDOT) and the City of Superior are beginning a highway improvement project that will affect property you own, adjacent to USH 2 & Belknap Street in Superior, Douglas County, Wisconsin.

I will contact you with in the next few months with information regarding the project and your property and an offer to purchase. WisDOT is in the process of having your property appraised by Corre, Inc. Please feel free to contact Cindy White at 715-491-6980 or by email cwhite@correinc.com or Rick Dickson at 608-828-1011 or by email rdickson@correinc.com for your appraisal appointment or questions.

Your property has or will be staked by our survey crew for you and the appraiser to identify the correct area that will be affected by this project.

WisDOT asks for your cooperation in completing the enclosed Ownership Information Sheet. This information informs us about you and your property. Please fill this form out and mail back in the postage-paid envelope.

If you have any questions about this project or the acquisition process, please feel free to call us anytime. We will be your real estate acquisition agents for this project for the City of Superior. We look forward to working with you through this process.

Sincerely,

Nicole Flamang
715-392-7931
Nicole.Flamang@dot.wi.gov

Matt Lohr
715-392-7880
Matthew.Lohr@dot.wi.gov

OWNERSHIP INFORMATION RECORD

DT1861 03/2012

Wisconsin Department of Transportation

Name		Address (street, city, state, zip)	
Area code – home phone	Area code – work phone	Area code – cell phone	
Best time and place to contact you		Email	
Total acres of property		Main use of property	
Do iron survey stakes mark property corners? <input type="checkbox"/> No. <input type="checkbox"/> Yes.			
Is property rented or leased? <input type="checkbox"/> No <input type="checkbox"/> Yes - list name(s) and address(es) of tenant(s):			

Are any signs on property?
 No Yes - list sign owner(s):

Are there any underground improvements located between residence and highway right of way (e.g., well, septic, mound system, holding tanks, underground fuel tanks, drain tiles, sump pump discharges, etc.)?
 No Yes - list underground improvement(s):

List mortgages / liens / judgments, if any.

Questions and comments

Project ID
8680-00-21

Highway No.
USH 2

County
Douglas

Parcel No.
Belknap 32

Land Improvement Account
Fund Balance
15420.3423.4

	<u>Through</u> <u>12/31/2015</u>
Beginning Balance January 1st:	<u>\$ 493,942</u>
Revenues 2015:	
Net Land Sales	418,365
2014 ATC Allocation	85,970
Total Revenue	<u>504,335</u>
Expenditures 2015:	
Economic Development (\$50,000)	18,333
Convention & Visitor's Bureau (\$25,000)	25,000
Douglas Co. Historical Society (\$8,000)	8,000
Special Projects (\$3,000)	-
Better City Superior (\$5,000)	5,000
Housing Assessment (\$8,500)	8,500
Dragon Boats (\$2,000)	2,000
Humane Society of Douglas County (\$5,200)	5,200
4-H (\$20,000)	20,000
Fairgrounds, Insurance & Stormwater Utility (\$31,000)	26,976
Lucius Woods PAC	8,000
Total Expenditures	<u>127,009</u>
Net Increase (Decrease)	<u>377,326</u>
Balance	<u><u>\$ 871,268</u></u>
* Fairgrounds surcharge balance	<u><u>\$ 36,104</u></u>

Resolution #62-13, L & D to receive ATC funding; ending in 2022.