

**MEMORANDUM OF UNDERSTANDING
BETWEEN FOREST COUNTY AND
THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

I. Introduction

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreements and understandings which have been reached between *FOREST* County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the acquisition, development, and operation of approximately 14 miles of former rail corridor located in *FOREST* County known as the *WOLF RIVER* State Trail (Trail). The property presently is owned by the Wisconsin Department of Natural Resources.

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

II. Description of the Property

The property subject to this MOU is described generally as the railroad grade extending from the Forest and Langlade County line north to 25 feet north of STH 8 at Crandon. The Department shall execute a trail easement for the County for the corridor property. The Trail easement shall have an exact legal description attached to this MOU as Exhibit A and a map attached as Exhibit B.

III. Consideration

The Department has acquired the grade from STH 8 in Crandon to the Forest and Langlade County line from the corridor owner. The Department will execute the Trail easement with the County for one dollar or other valuable consideration. This MOU shall be attached to the Trail easement as Exhibit C. The County will develop, operate, and maintain the Trail. The Department has not acquired any of the Trail corridor land through the eminent domain process.

IV. Obligations of the Department

1. The Department will convey by easement to the County the right to develop, operate and maintain Trail as a component of the state trail system. The County accepts the property "as is" on the date of conveyance.
2. The Department agrees to complete the environmental review process of the Trail property pursuant to s. 1.11, Stats., and Chapter NR 150, Wis. Adm. Code, and the Department represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to possess and improve the Trail property as contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate.

3. The Department will work with the County to identify funding sources for the development and repair of the Trail.
4. The Department will designate the trail as a “State Trail” under section NR 51.73, Wis. Adm. Code. The Trail will be included in any appropriate list of state trails.
5. The Department will make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of the Trail. This program is similar to the Department of Transportation’s Adopt-A-Highway program.

V. Obligations of the County

1. The County will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the Trail project.
2. The County, with the assistance of the Department will coordinate and prepare a management plan for the Trail within two (2) years of the conveyance of the easement. Specific recreational uses will be determined through the master planning process. The master plan must include, at a minimum:
 - a. A public notification and participation process allowing for draft plan comments.
 - b. A list of allowed Trail uses, including where and when they are allowed (e.g. snowmobiles allowed from Hwy Y to the Main Street trailhead, only when snow cover is 6” or greater).
 - c. If hunting will be allowed on the Trail or Trail property, and if so, what seasons will be allowed and where.
 - d. A list of anticipated support facilities (e.g. restrooms, parking lots).
 - e. A map showing locations of anticipated support facilities and use zones.
 - f. Projected development costs.
 - g. Plans to address any environmentally sensitive or culturally or historically significant areas as identified by the Department. The Department will work with the County to resolve these issues according to Department policy.
 - h. Development of a set of management alternatives for the Trail, with a preferred alternative (the alternative that will be used) identified.
 - i. Estimate the number of users per year with the assistance from local clubs and/or the Department.
 - j. Name and address of the office that will be managing the Trail.
3. The County will enter into an easement in perpetuity with the Department to accomplish the purposes contained in paragraph V. 4.
4. The County, within five (5) years of the conveyance of the easement, will develop the Trail. Thereafter, and during the term of this agreement, the County shall, maintain, and operate the Trail located within the County for recreational purposes, as funding becomes available. Upon the start of development, the County will assume all monitoring, and maintenance responsibilities on the Trail property.
5. The County agrees the Trail will meet or exceed Department trail standards.

6. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, of the Trail including, without limitation, zoning, building, health, environmental permits or licenses and shall indemnify the Department against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses.
7. The County agrees that any signage or display material relating to the Trail shall be approved by the Department and clearly identify the property is owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the property. The County may allow signs providing directional information about trail-related services in accordance with the Department Trail Signing Handbook. No specific business names, commercial logos or fonts, trademarks, or other advertising shall appear in signage within the Trail corridor. The Department reserves the right to remove non-compliant signage located on the Trail property.
8. The County, in connection with this MOU, shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below for the management and operation of the Trail.

A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Adm. Code, the Department retains management, supervision, and control over the Trail Property for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the property. Routine enforcement remains the responsibility of the County. This includes but is not limited to reporting the individuals name, address and specific infraction to the Department for enforcement. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions as ordinance. It is understood that both the County and the Department will enforce rules and regulations on the trail.

B. Admission Fees.

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

If the County uses the Department's trail pass fee program, the County may retain a 70% commission to be used for trail operations and maintenance as provided for in s. 27.01 (8m), Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the pass.

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

9. In the exercise of its right herein, including but not limited to the operation of the eased property as a trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
10. The County may enter into agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code. In recognition of the status of this trail as a State Trail, the Department shall also be a co-signer of any Friends agreement.
11. The County may enroll volunteers in the Adopt-A-Trail program sponsored by the Department, following Department policies and procedures.
12. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

VI. General

1. This Memorandum of Understanding is subject to all applicable laws and regulations. The establishment of this Trail is subject to approval by the Natural Resources Board and Governor.
2. This Memorandum of Understanding may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, Trail crossings, and easements for the Trail corridor, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the County. If requests conform to the guidelines, they will be referred to the Department for executing an easement, lease, or agreement. If the requests do not conform to Department guidelines, the County will forward the request to the Department for further consideration along with their recommendation. The Department agrees to approve or deny the request in a timely manner. The Department retains the right to issue other non-conflicting easements, leases, or permits but shall make every effort to not enter into agreements that would physically alter the Trail or its uses. If the Department conveys any additional easements within the above-described property, the Department will require the respective grantees to restore the recreational trail to the satisfaction of the County and the Department. All proceeds from these transactions shall be payable to the Department.

4. An annual meeting between the County and Department will take place to review development and acquisition progress, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Trail project. The Department will make good faith efforts to follow through with resolving issues identified by the County.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.
6. The Department has no obligation to develop, operate, maintain or repair, the Trail at any time. However, the Department will repair and/or assist the County with major infrastructure repairs on the Trail such as bridges, trestles and culverts which are owned by the Department.

VII. Termination

1. County. The County may terminate their Memorandum of Understanding or the easement from the Department by providing to Department ninety (90) days written notice of said termination. In the event the County terminates this Memorandum of Understanding or the easement from the Department, the County will assume compliance responsibility for any state or federal grant monies provided for trail development and support purposes.
2. Department. The Department may terminate this Memorandum of Understanding or the easement with the County in the event that:
 - A. The County breaches any term or condition in the Memorandum of Understanding or the easement and said breach remains uncorrected for a period of sixty (60) days from the receipt of the Department's written notification of said breach by the County. In the event the County breaches any term or condition of this Memorandum of Understanding or of the easement from the Department, the County will assume compliance responsibility for any state or federal grant assisted areas.
 - B. The Department determines that the continued use of the premises as a trail would be inconsistent with the management needs or objectives of the Department or the State of Wisconsin. In exercising its termination rights under this provision the Department shall give the County 180 days notice of termination and reimburse the County for developed improvements, subject to consideration of any state or federal grant funds used in the development of the improvements and the availability of future appropriations. The Department will assume compliance responsibility for any federal grant assisted areas.

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

FOREST COUNTY

By _____ Date
Erhard Huettl- Forest County Board Chair

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____ Date
Matthew J. Frank, Secretary