

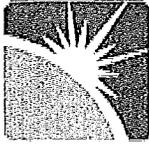
Land, Water and Forest Resources Committee  
Sawyer County Courthouse  
10610 Main Street, Suite 100; Hayward, Wisconsin 54843  
email address – forestry@sawycountygov.org  
telephone numbers 715.634.4846



## Agenda

Land, Water, and Forest Resources Committee meeting  
Wednesday, March 9<sup>th</sup> 2016, 8:30 a.m.  
Assembly Room, Sawyer County Courthouse

01. Call to order
02. Meeting agenda
03. Minutes of previous meeting
04. Audience recognition
05. Event dates:
  - Seeley Lions PreFat Mountain Bike Race- 8/20/16
07. Register of Deeds Department
08. Land Records and County Surveyor Department
  - Approve 2016-2019 Sawyer County Land Information Plan
  - Approve Parcel Mapping contract
09. Sawyer County Forestry Department
  - Outdoor Recreational Trail Aids Resolution
  - Tuscobia State Trail MOU and Easement
  - Request for assistance Winter Depot Recreational Trail Aids grant application
  - Recreational trails report
  - County and DNR forestry reports
10. Zoning/Conservation Department
  - Report from Wisconsin Land and Water Conservation Association
  - Spring Lake Boat Ramp Area Improvement
  - NRCS report
  - DNR Report
  - LCO report
11. Monthly department expense vouchers
12. Other matters for discussion only
13. Adjourn

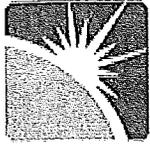


# Register of Deeds

Fiscal Year to Date 02/29/16

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
REVENUE										
Department 23 - Register of Deeds										
41230	Co. Share/RE Transfer Fees	65,000.00	.00	65,000.00	3,333.28	.00	8,037.16	56,962.84	12	89,545.12
46130	Register of Deeds Fees	125,000.00	.00	125,000.00	7,211.89	.00	16,049.00	108,951.00	13	118,517.63
46135	Laredo Program Revenue	13,000.00	.00	13,000.00	1,233.25	.00	2,574.50	10,425.50	20	16,887.53
Department 23 - Register of Deeds Totals		\$203,000.00	\$0.00	\$203,000.00	\$11,778.42	\$0.00	\$26,660.66	\$176,339.34	13%	\$224,950.28
REVENUE TOTALS		\$203,000.00	\$0.00	\$203,000.00	\$11,778.42	\$0.00	\$26,660.66	\$176,339.34	13%	\$224,950.28
EXPENSE										
Department 23 - Register of Deeds										
State Account 51710 - Register of Deeds Expenses										
50111	Regular Salaries	104,139.00	.00	104,139.00	7,997.75	.00	14,145.06	89,993.94	14	98,523.14
50144	Term Life Ins./Employer's Share	34.00	.00	34.00	2.97	.00	5.94	28.06	17	35.32
50147	Workers Comp	282.00	.00	282.00	19.19	.00	33.94	248.06	12	180.14
50151	FICA-Employer's Share	7,967.00	.00	7,967.00	519.94	.00	917.21	7,049.79	12	6,695.73
50152	Retirement-Employer's Share	6,873.00	.00	6,873.00	527.86	.00	933.58	5,939.42	14	7,157.18
50154	Hospital and Health Insurance	56,920.00	.00	56,920.00	12,396.52	.00	17,193.04	39,726.96	30	49,427.26
50155	Flex Administration Fees	150.00	.00	150.00	.00	.00	14.85	135.15	10	132.00
50157	Employee Education and Training	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
50225	Telephone	500.00	.00	500.00	24.90	.00	24.90	475.10	5	313.21
<b>50242</b>	<b>Document Imaging Maint.</b>									
50242-312	Document Imaging Maint.	13,000.00	.00	13,000.00	2,984.10	.00	2,984.10	10,015.90	23	8,536.50
<b>50242 - Document Imaging Maint. Totals</b>		\$13,000.00	\$0.00	\$13,000.00	\$2,984.10	\$0.00	\$2,984.10	\$10,015.90	23%	\$8,536.50
50311	Postage	1,200.00	.00	1,200.00	55.50	.00	121.71	1,078.29	10	1,140.55
50312	Office Supplies	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,879.26
50313	Printing	1,200.00	.00	1,200.00	230.23	.00	460.46	739.54	38	2,428.57
50314	Small Items of Equipment	600.00	.00	600.00	.00	.00	.00	600.00	0	898.30
<b>50315</b>	<b>Books/Indexes</b>									
50315-313	Books/Indexes	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	358.71
<b>50315 - Books/Indexes Totals</b>		\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0%	\$358.71
50325	Registration Fees	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
50329	Dues/Subscriptions	150.00	.00	150.00	100.00	.00	100.00	50.00	67	100.00
50339	Travel	500.00	.00	500.00	.00	.00	.00	500.00	0	111.58
State Account 51710 - Register of Deeds Expenses Totals		\$196,815.00	\$0.00	\$196,815.00	\$24,858.96	\$0.00	\$36,934.79	\$159,880.21	19%	\$177,917.45
State Account 51715 - Laredo Expense										
50000	Miscellaneous Expense	5,500.00	.00	5,500.00	569.50	.00	569.50	4,930.50	10	5,652.42
State Account 51715 - Laredo Expense Totals		\$5,500.00	\$0.00	\$5,500.00	\$569.50	\$0.00	\$569.50	\$4,930.50	10%	\$5,652.42
Department 23 - Register of Deeds Totals		\$202,315.00	\$0.00	\$202,315.00	\$25,428.46	\$0.00	\$37,504.29	\$164,810.71	19%	\$183,569.87
EXPENSE TOTALS		\$202,315.00	\$0.00	\$202,315.00	\$25,428.46	\$0.00	\$37,504.29	\$164,810.71	19%	\$183,569.87
Fund 100 - General Fund Totals										



# Register of Deeds

Fiscal Year to Date 02/29/16

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	REVENUE TOTALS	203,000.00	.00	203,000.00	11,778.42	.00	26,660.66	176,339.34	13	224,950.28
	EXPENSE TOTALS	202,315.00	.00	202,315.00	25,428.46	.00	37,504.29	164,810.71	19	183,569.87
Fund 100 - General Fund	Totals	\$685.00	\$0.00	\$685.00	(\$13,650.04)	\$0.00	(\$10,843.63)	\$11,528.63		\$41,380.41
Grand Totals										
	REVENUE TOTALS	203,000.00	.00	203,000.00	11,778.42	.00	26,660.66	176,339.34	13	224,950.28
	EXPENSE TOTALS	202,315.00	.00	202,315.00	25,428.46	.00	37,504.29	164,810.71	19	183,569.87
	Grand Totals	\$685.00	\$0.00	\$685.00	(\$13,650.04)	\$0.00	(\$10,843.63)	\$11,528.63		\$41,380.41

# **SAWYER COUNTY WISCONSIN**

**LAND INFORMATION PLAN  
2016-2019**

# CONTENTS

---

- CONTENTS .....1**
- EXECUTIVE SUMMARY .....2**
- 1 INTRODUCTION .....3**
- 2 FOUNDATIONAL ELEMENTS.....6**
  - PLSS.....6
  - Parcel Mapping.....8
  - LiDAR and Other Elevation Data .....11
  - Orthoimagery .....12
  - Address Points and Street Centerlines .....13
  - Land Use .....14
  - Zoning.....14
  - Administrative Boundaries .....15
  - Other Layers .....17
- 3 LAND INFORMATION SYSTEM.....18**
- 4 CURRENT & FUTURE PROJECTS.....22**
  - Project Plan to Achieve Searchable Format (Benchmarks 1 & 2).....23
  - Project Plan for Parcel Completion (Benchmark 3).....23
  - Project Plan for PLSS (Benchmark 4).....24
  - Project Title: Back File Scanning 1993-2004 Microfiche Tax Records Project.....25
  - Project Title: Upgrade Register of Deeds Software .....25
  - Project Title: Update Parcel Mapping .....26
  - Project Title: USPLS Monument Records Online.....26

# EXECUTIVE SUMMARY

---

**About this Document.** This document is a land information plan for Sawyer County prepared by the land information officer (LIO) and the land information council. By Wisconsin statute, “a countywide plan for land records modernization” is required for participation in the Wisconsin Land Information Program (WLIP). The purpose of this document is twofold: 1) to meet WLIP funding eligibility requirements necessary for receiving grants and retaining fees for land information, and 2) to plan for county land records modernization in order to improve the efficiency of government and provide improved government services to businesses and county residents.

**WLIP Background.** The WLIP, administered by the Wisconsin Department of Administration, is funded by document recording fees collected by register of deeds at the county-level. In 2015, Sawyer County received \$57,000 in WLIP grants and retained a total of \$36,000 in local register of deeds document recording fees for land information. Beginning in 2016, WLIP Strategic Initiative grants are projected to increase the county land information budget by \$50k per year.

This plan lays out how funds from grants and retained fees will be prioritized. However, as county budgets are determined on an annual basis with county board approval, this plan provides estimated figures that are subject to change and are designed to serve planning purposes only.

**Land Information in Sawyer County.** Land information is central to county operations, as many essential services rely on accurate and up-to-date geospatial data and land records. A countywide land information system supports economic development, emergency planning and response, and a host of other citizen services. The Sawyer County land information system integrates and enables efficient access to information that describes the physical characteristics of land, as well as the property boundaries and rights attributable to landowners.

## Mission of the Land Information Office.

The Land Information Office will provide efficient and high quality services to its residents and county departments by maintaining land records in an efficient manner, completing and improving county wide tax and assessment parcel mapping, and improving online public access to land records such as county surveyor records.

**Land Information Office Projects.** To realize this mission, in the next three years, the county land information office will focus on the following projects:

1. Complete county wide digital tax parcel mapping
1. Continue to improve PLSS remonumentation with survey grade GPS coordinates
2. Integrate the use of GIS in department workflows
3. Document imaging improvements
4. Website development and hosting for improved access to land records

The remainder of this document provides more details on Sawyer County and the WLIP, summarizes current and future land information projects, and reviews the county’s status in completion and maintenance of the WLIP map data layers known as Foundational Elements.

# 1 INTRODUCTION

In 1989, a public funding mechanism was created whereby a portion of county register of deeds document recording fees collected from real estate transactions would be devoted to land information through a new program called the Wisconsin Land Information Program (WLIP). The purpose of the land information plan is to meet WLIP requirements and aid in county planning for land records modernization.

## The WLIP and the Land Information Plan Requirement

In order to participate in the WLIP, counties must meet certain requirements:

Update the county's land information plan at least every three years

Meet with the county land information council to review expenditures, policies, and priorities of the land information office at least once per year

Report on expenditure activities each year

Submit detailed applications for WLIP grants

Complete the annual WLIP survey

Subscribe to DOA's land information listserv

Meet a June 30, 2017 deadline to post certain types of parcel information online

Any grants received and fees retained for land information through the WLIP must be spent consistent with the county land information plan. The *Uniform Instructions for Preparing County Land Information Plans* are designed as a template, but leave flexibility as to how counties may choose to address the minimum plan components. The county is able to include as much detail as necessary to make the planning process useful at the local level.

## Act 20 and the Statewide Parcel Map Initiative

A major development for the WLIP occurred in 2013 through the state budget bill, known as Act 20. It directed the Department of Administration (DOA) to create a statewide digital parcel map in coordination with counties.

Act 20 also provided more revenue for WLIP grants, specifically for the improvement of local parcel datasets. The WLIP is dedicated to helping counties meet the goals of Act 20 and has proposed that funding be made available to counties in the form of Strategic Initiative grants to be prioritized for the purposes of parcel dataset improvement. For Strategic Initiative grant eligibility, counties will be required to apply WLIP funding toward achieving certain statewide objectives, specified in the form of "benchmarks." Benchmarks for parcel data—standards or achievement levels on data quality or completeness—are determined through a participatory planning process and will be detailed in future WLIP grant applications.

County land information plans were initially updated every five years. However, as a result of Act 20, counties must update and submit their plans to DOA for approval every three years. Thus, the minimum planning horizon for these documents is three years. The plan may incorporate a planning horizon that is longer if the needs and priorities of the participants warrant.

The first post-Act 20 required update deadline for draft county land information plans is December 29, 2015. Final plans are due March 31, 2016.

## LAND INFORMATION

Any physical, legal, economic or environmental information or characteristics concerning land, water, groundwater, subsurface resources or air in this state.

'Land information' includes information relating to topography, soil, soil erosion, geology, minerals, vegetation, land cover, wildlife, associated natural resources, land ownership, land use, land use controls and restrictions, jurisdictional boundaries, tax assessment, land value, land survey records and references, geodetic control networks, aerial photographs, maps, planimetric data, remote sensing data, historic and prehistoric sites and economic projections.

– *Wis. Stats. section 16.967(1)(b)*

## County Land Information Plan Timeline



## County Land Information System History and Context

In Chapter 1 of the plan, the county should provide an overview of the county’s land records modernization efforts, dating back to when the WLIP was established in 1989 if possible. You may be brief here, or provide as much detail as desired.

## Plan Participants and Contact Information

Another requirement for participation in the WLIP is the county land information council, established by legislation in 2010. The council is tasked with reviewing the priorities, needs, policies, and expenditures of a land information office and advising the county on matters affecting that office.

According to s. 59.72(3m), Wis. Stats., the county land information council is to include:

Register of Deeds

Treasurer

Real Property Lister or designee

Member of the county board

Representative of the land information office

A realtor or member of the Realtors Association employed within the county

A public safety or emergency communications representative employed within the county

County surveyor or a registered professional land surveyor employed within the county

Other members of the board or public that the board designates

The land information council must have a role in the development of the county land information plan, and DOA requires county land information councils to approve final plans. A record documenting county land information council approval should be included in the final submission of the plan to DOA. County board approval of plans is encouraged but not required.

A county may amend a plan with updates or revisions as appropriate. If amended, a digital copy of the amended plan and record of land information council approval should be sent to the WLIP.

This plan was prepared by the county LIO, the Land Information Council, and others as listed below.

**County Land Information Council and Plan Workgroup**

Name	Title	Affiliation	Email	Phone
Daniel Pleoger	Land Records Director/ Land Information Officer/County Surveyor	Sawyer County Land Records Office	Surveyor@sawyercountygov.org	715-638-3240
Dianne Ince	Treasurer	Sawyer County Treasurer Office	Treasurer@sawyercountygov.org	715-634-4868
Lavonne Nedlose	Real Property Lister	Sawyer County Land Records Office	lavonne.nedlose@sawyercountygov.org	715-634-3564
Tom Duffy	County Board Member	Sawyer County		715-634-4891
Brian DeVries	GIS Specialist	Sawyer County Land Records Office	brian.devries@sawyercountygov.org	715-634-3564
Jim Gajewski	Realtor	Area North Realty	jamesjg@cheqnet.net	715-558-1599
Brittany Haag	Public Safety Officer	Sawyer County Sheriff Dept.	bhaag@sawyersheriff.org	715-634-9120
Ben Niemann	Citizen		Sue.niemann@gmail.com	
Paula Chisser	Register of Deeds	Sawyer County Register of Deeds Office	rod@sawyercountygov.org	715-638-3251
Jesse Suzan	Professional Surveyor	Jesse Suzan Land Surveying LLC	jsuzansurvey@centurytel.net	715-634-0774
Dale Olson	Zoning and Conservation Director	Sawyer County Zoning & Conservation	Dale.olson@sawyercountygov.org	
Fred Goold	Citizen		fred@cheqnet.net	715-634-8779
Mike Coleson	IT Director	Sawyer County IT Dept.	mcoleson@sawyercountygov.org	715-638-3200

# 2 FOUNDATIONAL ELEMENTS

Counties must have a land information plan that addresses development of specific datasets or map layer groupings historically referred to as the WLIP Foundational Elements. Foundational Elements incorporate nationally-recognized “Framework Data” elements, the major map data themes that serve as the backbone required by users to conduct most mapping and geospatial analysis.

In the past, Foundational Elements were selected by the former Wisconsin Land Information Board under the guiding idea that program success is dependent upon a focus for program activities. Thus, the *Uniform Instructions* place priority on certain elements, which must be addressed in order for a county land information plan to be approved. Beyond the county’s use for planning purposes, Foundational Element information is of value to state agencies and the WLIP to understand progress in completion and maintenance of these key map data layers.

The list of WLIP’s Foundational Elements has evolved with each update of the county land information plan instructions. They are a guideline of what counties need to address in their plans *at a minimum*. As the list of layers in this document is not exhaustive, counties are welcome to insert additional layers for geospatial data categories stewarded by the county or municipalities that are of importance to local business needs.

## FOUNDATIONAL ELEMENTS

- PLSS
- Parcel Mapping
- LiDAR and Other Elevation Data
- Orthoimagery
- Address Points and Street Centerlines
- Land Use
- Zoning
- Administrative Boundaries
- Other Layers

## PLSS

### Public Land Survey System Monuments

#### Layer Status

- For the PLSS Foundational Element, the table below documents Layer Status

PLSS Layer Status	
Name	Status/Comments
Total number of PLSS corners (section, ¼, meander) set in original government survey	4706
Number and percent of PLSS corners that have been remonumented	3493 74%
Number and percent of remonumented PLSS corners with survey grade coordinates (see below for definition)	2180 or 0 46%
Number and percentage of survey grade PLSS corners integrated into county digital parcel layer	2180 or 0 46%
Number and percentage of non-survey grade PLSS corners integrated into county digital parcel layer	1313 28% Guess
Percentage of PLSS corners that have digital tie sheets (whether or not they have corresponding coordinate values)	3493 74%
Digital tie sheets available online? Yes or No	No
Approximate number of PLSS corners believed to physically exist based on filed tie-sheets or surveys, but do not have coordinate values	1313
Approximate number of PLSS corners believed to be lost or obliterated	500

Total number of PLSS corners along each bordering county	Rusk County 97 Price County 57 Ashland County 63 Bayfield County 65 Washburn County 76
Number and percent of PLSS corners remonumented along each county boundary	Rusk County 53 56% Price County 17 30% Ashland County 23 34% Bayfield County 53 82% Washburn County 73 96%
Number and percent of remonumented PLSS corners along each county boundary with survey grade coordinates	Rusk County 26 28% Price County 13 23% Ashland County 3 5% Bayfield County 43 66% Washburn County 50 66%
Does your county collaborate with or plan to collaborate with neighboring counties for PLSS updates on shared county borders?	Yes

### Custodian

- County Surveyor

### Maintenance

- Sawyer County will continue to perpetuate, remonument and obtain coordinates on all PLSS corners. The work will be done with county staff as well as contracted entities. We also gather data from available records and private and other government agencies.

### Standards

- Statutory Standards for PLSS Corner Remonumentation  
s. 59.74, Wis. Stats. Perpetuation of section corners, landmarks.  
s. 60.84, Wis. Stats. Monuments.  
ch. A-E 7.08, Wis. Admin. Code, U.S. public land survey monument record.  
ch. A-E 7.06, Wis. Admin. Code, Measurements.  
s. 236.15, Wis. Stats. Surveying requirements.
- Wisconsin County Surveyor’s Association **survey grade** standard:  
Coordinates collected under the direction of a Professional Land Surveyor, in a coordinate system allowed by s. 236.18(2), and obtained by means, methods and equipment capable of repeatable 2 centimeter or better precision.

Due to various factors, meeting the repeatable measurement of 2 cm may not be achieved in all cases. PLSS corners in wetlands, tree canopy, heavy soils with frost action, monument characteristics and other natural conditions may not allow the monument to “hold” the 2 cm requirement. Coordinate determinations by GPS or other methods may not meet 2 cm due to conditions. The County will strive to meet repeatable 2 cm accuracy relative to control monuments.

It will be the goal of the county to have coordinate values meet the 2 cm – 5 cm recommendations set forth in Benchmark 4 on all USPLS corners by 2030, depending on funding.

## Other Geodetic Control and Control Networks

e.g., HARN, Height Mod., etc.

### Layer Status

- Sawyer County maintains the 59 HARN monuments in the county, and works with the Wis DOT to maintain HeightMod monuments.

### Custodian

- County Surveyor Department

### Maintenance

- Monuments are maintained as they are used by county survey personnel. Coordinates and condition information are maintained in an AutoCad file.

### Standards

- Survey grade coordinates

## Parcel Mapping

### Parcel Geometries

#### Layer Status

- Sawyer County has 38 geographic townships (6 miles square). 35 of the 38 townships have been digitally parcel mapped, and the remaining 3 will be completed in 2016.
- 34 of the county's 38 townships are available in a commonly-used GIS format
- The parcels are based on Sawyer county coordinates, NAD 83/91
- The parcel polygon model directly integrates with tax/assessment data. The tax/assessment data is maintained within the Novus Tax Assessment System.
- We plan to use Esri's Local Government Information Model in the future

#### Custodian

- GIS Specialist

#### Maintenance

- Parcel datasets are updated regularly. Historic parcels are archived. Parcels are placed on the website quarterly.

#### Standards and Documentation

A Data Dictionary has been created and has definitions for attributes within the Novus Tax Assessment System.

### Assessment/Tax Roll Data

#### Layer Status

- Sawyer County has been using the Novus property tax record system since 2007. The Treasures Office and Real Property Lister are responsible for the maintenance of the database and work closely with contracted programmers and the IT Department to deal with software issues or upgrades.

#### Custodian

- Real Property Lister

#### Maintenance

- Sawyer County is currently one of five Northwestern Wisconsin Counties (Bayfield, Burnett, Price, Sawyer, Washburn) that is using Novus to manage tax records. One of the long range challenges of the system will be maintenance of the software. Because Novus is no longer maintained by the vender, it will be up to each of the five counties to take care of this task. In 2015 all five counties entered into a Professional Service Agreement with Allshore Global Resources for programming and maintenance of the system. Sawyer County also contracts with a local programmer to help with special projects.

## Standards

- s. 73.03(2a), Wis. Stats. Department of Revenue (DOR) – Powers and duties defined. Department of Revenue Property Assessment Manual – Chapter 5 and DOR format standard requested by DOR for assessment/tax roll data
- s. 59.72(2)(a), Wis. Stats. Presence of all nine “Act 20” attributes
- s. 59.72(2)(a), Wis. Stats. Crosswalk of attributes

Act 20 Attributes Required by s. 59.72(2)(a)	Field Name(s) in County Land Info System	Notes on Data or Exceptions to DOR Standard
Assessed value of land	sum of TASASSESSMENT.AVLV for given property and assessment year	
Assessed value of improvements	sum of TASASSESSMENT.AVIV for given property and assessment year	
Total assessed value	sum of #1 and #2 above	
Class of property, as specified in s. 70.32 (2)(a)	TasMaster -> TasAssessment.AVCID -> LU_Assessment.ACID, LU_Assessment.ACCode and ACDesc	
Estimated fair market value	Sum of TaxMaster.EFMVL (Land Value) and TaxMaster.EFMVI (Improved Value) for given tax year and parcel ID	
Total property tax	Sum of the following for given tax year and Parcel ID: redue Real Estate Tax Due sadue Special Assessments scdue Special Charges dudue Delinquent Utilities pfdue Private Forest crop due (sum of W1,W2 & W3) w5due WOODLAND TAX 5 DUE w6due WOODLAND TAX 6 DUE w7due WOODLAND TAX 7 DUE w8due WOODLAND TAX 8 DUE Interest if delinquent Penalty if delinquent FeeDue Delinquent Fees due (advertising, etc)	

Any zoning information maintained by the county	tasmaster to tazingoning to lu_zoning	will be one or more of the following values: Residential One Residential/Recreational One Residential/Recreational Two Agricultural One Agricultural Two Commercial One Industrial One Forestry One Wetland/Shoreland One Shoreland Protection One (Overlay) Planned Unit Development No Zoning Additionally, LOMA PDF documents are uploaded and viewable in Novus system
Any property address information maintained by the county	<b>tasmaster Mailing name/address</b> MAILFNAME, MAILLNAME, MAILATTN, MAILAD1, MAILAD2, MAILCITY, MAILSTATE, MAILZIP, <b>tasmaster Billing Name address</b> BILLFNAME, BILLLNAME, BILLATTN, BILLAD1, BILLAD2, BILLCITY, BILLSTATE, BILLZIP <b>tasowner.peid to lu_people.peid</b> FNAME, LNAME, SUFFIX, AD1, AD2, CITY, STATE, ZIP	
Any acreage information maintained by the county	sum of TASASSESSMENT.AVAC for given property and assessment year	

## Non-Assessment/Tax Information Tied to Parcels

e.g., permits, easements, non-metallic mining, brownfields, restrictive covenants

### Layer Status

- None

### Custodian

- 

### Maintenance

- 

### Standards

- 

## ROD Real Estate Document Indexing and Imaging

### Status

- **Grantor/Grantee Index.** Digitized grantor/grantee index from 1967 through present. Prior to 1967, paper tract index.
- **Tract Index.** Digitized from 1967 through present. Prior to 1967, paper index.
- **Imaging.** All volumes back to volume 1 are scanned. Can be found by volume and page number

### Custodian

- Paula Chisser Sawyer County Register of Deeds

### Maintenance

Offsite replication server.

### Standards

- s. 59.43, Wis. Stats. Register of deeds; duties, fees, deputies.
- ch. 706, Wis. Stats. Conveyances of real property; Recording; Titles.
- 

## LiDAR and Other Elevation Data

### LiDAR

#### Layer Status

- None

#### Custodian

- 

#### Maintenance

- 

#### Standards

- 

### LiDAR Derivatives

e.g., terrain, contours, digital elevation models, etc.

#### Layer Status

- None

#### Custodian

- 

#### Maintenance

- 

#### Standards

-

## Other Types of Elevation Data

### Layer Status

- Digital Elevation Model (DEM) was produced by Ayres and Associates in 1998

### Custodian

- Land Records Director

### Maintenance

- None

### Standards

- Unknown

## Orthoimagery

### Orthoimagery

#### Layer Status

- WROC 2015 in development
- Resolution is 6"
- Sawyer County usually has a new flight every 8 – 10 years.

#### Custodian

- Land Records Director

#### Maintenance

- 

#### Standards

- WROC 2015

### Historic Orthoimagery

#### Layer Status

- 1998 and 2006 Imagery

#### Custodian

- Sawyer County Surveyor and Land Records offices

#### Maintenance

- Physical map copies will be scanned into document imaging system and made available through the county website.

#### Standards

- 

### Other Types of Imagery

e.g., oblique, infra-red, etc.

#### Layer Status

- Sawyer County has multiple years of paper prints of aerial photos.

#### Custodian

- County surveyor and Land Records

#### Maintenance

- Photos will be scanned and indexed using Laserfiche document imaging software and made available online.

#### Standards

-

## Address Points and Street Centerlines

### Address Point Data

#### Layer Status

- Complete

#### Custodian

- GIS Specialist

#### Maintenance

- This layer is updated as new addresses are assigned. Locational accuracy is updated as needed.

#### Standards

- Sawyer County Property Address System Ordinance

### Building Footprints

#### Layer Status

- None

### Address Ranges

#### Layer Status

- Complete. Address Ranges were added to the existing Street Centerline layer.

#### Custodian

- GIS Specialist

#### Maintenance

- This layer is updated as new addresses are assigned. Locational accuracy is updated as needed.

#### Standards

- 

### Street Centerlines

#### Layer Status

- Complete.

#### Custodian

- GIS Specialist

#### Maintenance

- This layer is updated as new addresses are assigned. Locational accuracy is updated as needed.

#### Standards

- Sawyer County Property Address System Ordinance

### Rights of Way

#### Layer Status

- None

#### Custodian

- 

#### Maintenance

- 

#### Standards

- 

### Trails

#### Layer Status

- Ongoing development.

#### Custodian

- Sawyer County Forestry Department

#### Maintenance

- The Sawyer County Forestry Department maintains

- Snowmobile Trails
- ATV Trails
- Mountain Bike Trails
- Ski Trails

## Standards

### Bike paths

#### Layer Status

- Complete

#### Custodian

- GIS Specialist

#### Maintenance

- This layer is updated as new bike paths are created.

#### Standards

- 

## Land Use

### Current Land Use

#### Layer Status

- Sawyer County and municipalities have adopted comprehensive planning maps.

#### Custodian

- The maps are available from the Northwest Regional Planning Commission.

#### Maintenance

- Northwest Regional Planning Commission.

#### Standards

- 

### Future Land Use

#### Layer Status

- Sawyer County and municipalities have adopted comprehensive planning maps

#### Custodian

- The maps are available from the Northwest Regional Planning Commission

#### Maintenance

- Northwest Regional Planning Commission.

#### Standards

- s. 66.1001, Wis. Stats. Comprehensive planning.  
Future land use maps are typically created through a community's comprehensive planning process. Future land use mapping for a county may be a patchwork of maps from comprehensive plans adopted by municipalities and the county.

## Zoning

### County General Zoning

#### Layer Status

- Complete. Hardcopy zone district maps were digitized March 2004.

#### Custodian

- Sawyer County Zoning Department

#### Maintenance

- GIS layer maintained by GIS specialist under direction from the Sawyer County Zoning Department

#### Standards

-

## County Special Purpose Zoning

e.g., shoreland, farmland preservation, floodplain, and airport protection

### Layer Status

- Farmland preservation maps are in progress

### Custodian

- Zoning and Conservation Department

### Maintenance

- Zoning and Conservation Department

### Standards

- 

## Municipal Zoning Information Maintained by the County

### Layer Status

- Sawyer County does not maintain City or village zoning.

## Administrative Boundaries

### Civil Division Boundaries

e.g., towns, city, villages, etc.

### Layer Status

- Complete

### Custodian

- GIS Specialist

### Maintenance

- Updated when annexations take place or when new survey control is available.

### Standards

- 

### School Districts

### Layer Status

- Complete
- School districts are tied to the tax parcels through the tax roll. The Department of Revenue (DOR) school district ID is maintained within the tax roll for each parcel.

### Custodian

- Sawyer County Land Records Department.

### Maintenance

- 

### Standards

- 

### Election Boundaries

e.g., voting districts, precincts, wards, voting places, etc.

### Layer Status

- Completed. In 2011 Sawyer County went through the redistricting process at which time Supervisor and Ward boundaries were created. Under the direction of the Sawyer County Clerk's Office, Supervisor and Ward boundary maps were created.

- 

### Custodian

- Sawyer County Clerk's Office.

### Maintenance

- The layers will be updated when redistricting occurs.

### Standards

-

## Utility Districts

e.g., water, sanitary, electric, etc.

### Layer Status

- none

### Custodian

- 

### Maintenance

- 

### Standards

- 

## Public Safety

e.g., fire/police districts, emergency service districts, 911 call center service areas, healthcare facilities

### Layer Status

- Emergency services districts. The Land Information office maintains ESN zones for all municipalities in the county. This data set is used for 911 response.

- 

### Custodian

- GIS Specialist

### Maintenance

- Changes to the Emergency Services Districts layer is performed by the GIS Specialist under direction from the 911 Coordinator.

### Standards

- 

## Lake Districts

### Layer Status

- None

### Custodian

- 

### Maintenance

- 

### Standards

- 

## Native American Lands

### Layer Status

- The Lac Court Oreilles reservation is contained within Sawyer County. The boundary of that reservation exists in the county GIS.

### Custodian

- Sawyer County Land Records Department

### Maintenance

- 

### Standards

- 

## Other Administrative Districts

e.g., county forest land, parks, etc.

### Layer Status

- 

### Custodian

-

Maintenance

•

Standards

•

## Other Layers

### Hydrography Maintained by County or Value-Added

e.g., hydrography maintained separately from DNR or value-added, such as adjusted to orthos

Layer Status

- none

Custodian

•

Maintenance

•

Standards

•

### Cell Phone Towers

Layer Status

- none

Custodian

•

Maintenance

•

Standards

•

### Bridges and Culverts

Layer Status

- none

Custodian

•

Maintenance

•

Standards

•

### Other

e.g., pipelines, railroads, non-metallic mining, sinkholes, manure storage facilities, etc.

Layer Status

- none

Custodian

•

Maintenance

•

Standards

•

# 3 LAND INFORMATION SYSTEM

---

The WLIP seeks to enable land information systems that are both modernized and integrated. Integration entails the coordination of land records to ensure that land information can be shared, distributed, and used within and between government at all levels, the private sector, and citizens.

## LAND INFORMATION SYSTEM

An orderly method of organizing and managing land information and land records

– Wis. Stats. section 16.967(1)(c)

One integration requirement is listed under s. 16.967(7)(a)(1), Wis. Stats., which states that counties may apply for grants for:

The design, development, and implementation of a land information system that *contains and integrates*, at a minimum, property and ownership records with boundary information, including a parcel identifier referenced to the U.S. public land survey; tax and assessment information; soil surveys, if available; wetlands identified by the department of natural resources; a modern geodetic reference system; current zoning restrictions; and restrictive covenants.

This chapter describes the design of the county land information system, with focus on how data related to land features and data describing land rights are integrated and made publicly available.

## Current Land Information System

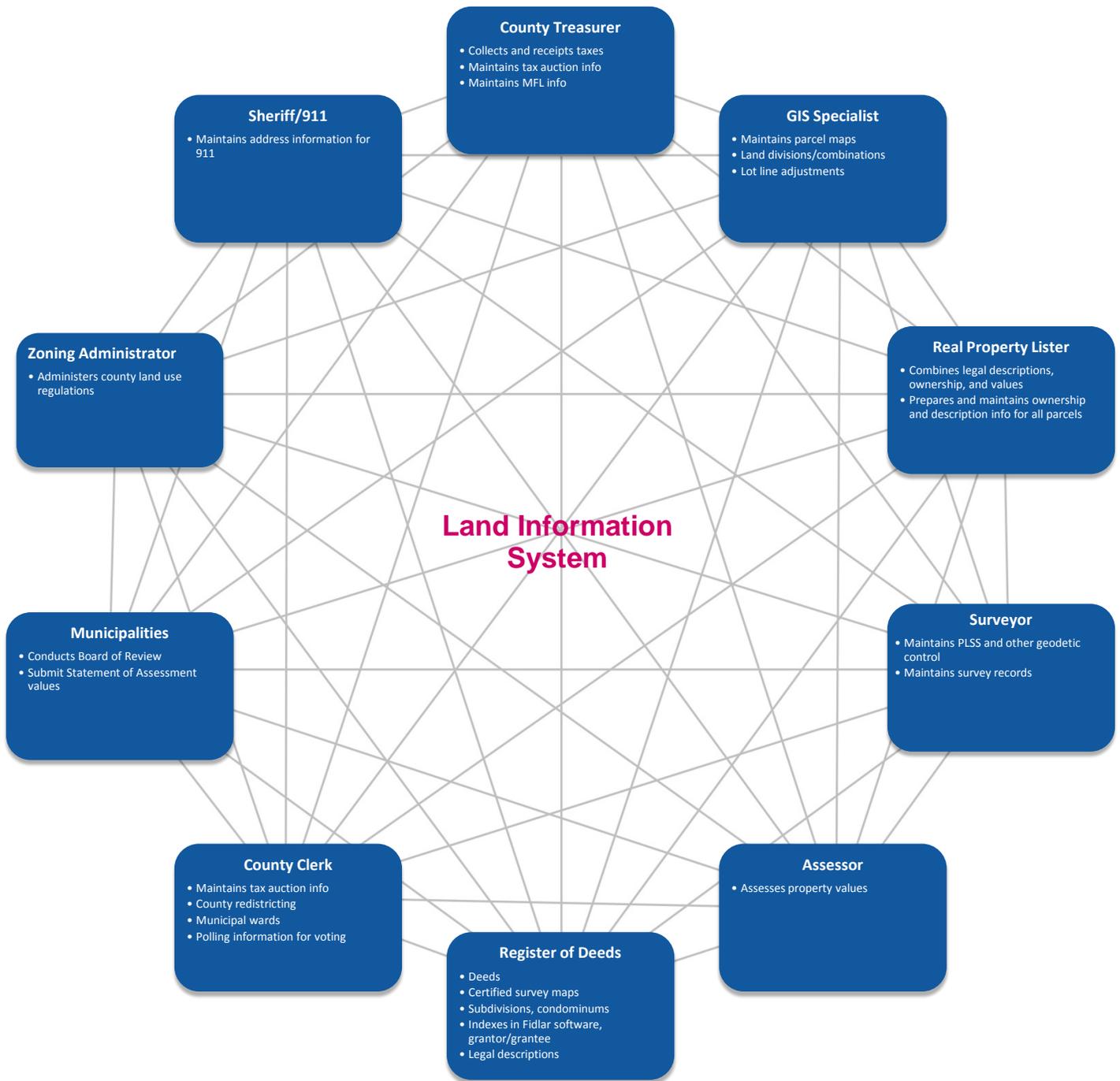
### Diagram of County Land Information System

This *optional* section features a diagram that documents your county’s land information system and/or the various inter-organizational workflows it encompasses.

A diagram of the county land information system might include the following offices involved with the creation and maintenance of land information:

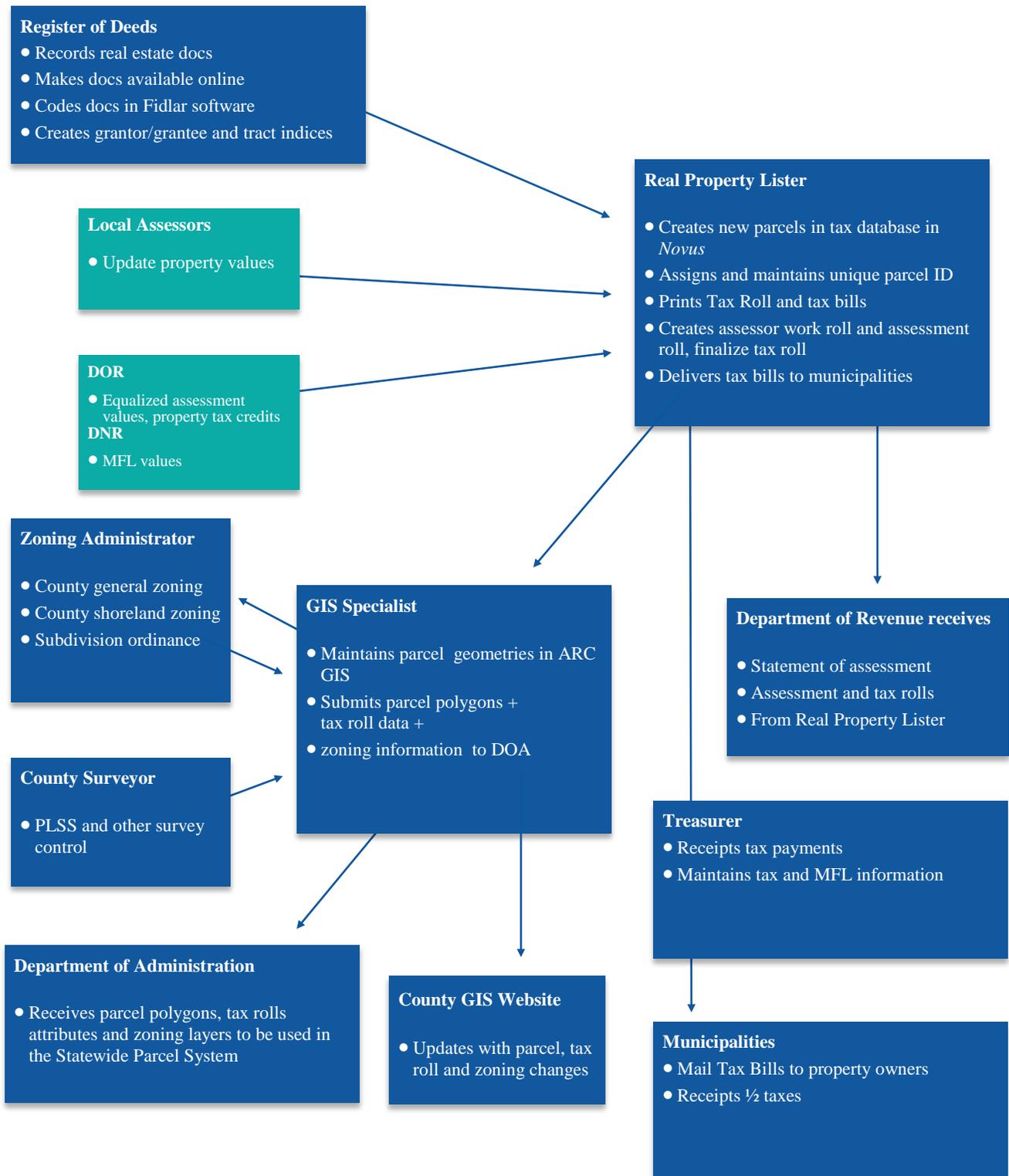
- Land Information Officer
- GIS technician
- Register of Deeds
- Treasurer
- Real Property Lister
- Public safety or emergency communications office
- County surveyor
- Zoning administrator
- Any other departments/offices

Again, this diagram is not mandatory. An example appears on the following page.



**Figure 1. Sawyer County Land Information System**

## County Parcel Data Workflow Diagram



**Figure 2. Sawyer County Parcel + Tax Roll + Zoning Workflow**

## Technology Architecture and Database Design

The Sawyer County land information system is maintained on a network of Computers. GIS data is created and maintained using ESRI ArcGIS software. The GIS data is maintained in ESRI file geodatabase format.

### Metadata and Data Dictionary Practices

Sawyer County plans to develop FGDC compliant metadata for all County datasets. The development will be determined by staffing and budgetary constraints.

### Municipal Data Integration Process

At this time Sawyer County does not integrate local data into the county land information system.

### Public Access and Website Information

#### Public Access and Website Information – Example

Type of Website	Software or App	3 <sup>rd</sup> Party or Contractor	URL	Update Frequency/ Cycle
GIS webmapping site	<i>WebGUIDE Xtreme</i>	Applied Data Consultants	<a href="http://sawyercowi.wgxtreme.com">http://sawyercowi.wgxtreme.com</a>	Quarterly
ROD land records search tools	<i>Fidlar</i>		<a href="https://tapestry.fidlar.com/Tapestry2/LinkToTapestry.aspx?County=Sawyer&amp;State=WI&amp;DocNum=323796">https://tapestry.fidlar.com/Tapestry2/LinkToTapestry.aspx?County=Sawyer&amp;State=WI&amp;DocNum=323796</a>	Daily
RPL or tax parcel site	<i>Novus</i>		<a href="http://tas.aswyercountygov.org">http://tas.aswyercountygov.org</a>	Daily
Zoning information (PDF or WebApp format)	<i>WebGUIDE Xtreme Zoning tab</i>	Applied Data Consultants	<a href="http://sawyercowi.wgxtreme.com">http://sawyercowi.wgxtreme.com</a>	As needed
PLSS tie sheets		County Surveyor	Under Development	

## Data Sharing

### Data Availability to Public

County produced datasets are copyrighted original works. They are licensed for use, not sold. A copy of land information that is written or electronically reproduced is done in accordance with the Wisconsin Open Records Law and the Sawyer County Public Records Notice. The County has a data disclaimer and usage agreement.

### Data Sharing Restrictions

Fees for information that are not set by statute are established by the County Board for the reasonable cost of copying. Each County Department as custodian of its data determines the level and type of data sharing. Each Department can have sharing policies with its government contacts and professional clients.

### Government-to-Government Data Sharing

Sawyer County shares data with other government agencies at no cost. Private companies under contract with a municipality can request information through the local official.

### Training and Education

Sawyer County encourages Land Records and Survey staff to attend training and education using grant money, as well as other funding. Staff regularly attends appropriate training

# 4 CURRENT & FUTURE PROJECTS

---

This chapter lists the current and future land information projects the county is currently undertaking or intends to pursue over its planning horizon. A project is defined as a temporary effort that is carefully planned to achieve a particular aim. Projects can be thought of as the means to achieving the county's mission for its land information system.

For each project, identify:  
Project Description/Goal  
Business Drivers  
Objectives/Measure of Success  
Project Timeframes  
Responsible Parties  
Estimated Budget Information

If your county foresees or has major technology projects planned, list them in this chapter as a project. Note that projects may focus on one single Foundational Element, or they may touch upon several Foundational Elements. Remember plans can be amended in the future should other significant projects arise.

## Project Subheadings

### Project Title

#### Project Description/Goal

Describe the project or goal in 1-3 sentences. List the Foundational Elements impacted by the project at the end of the description.

#### Business Drivers

List the business drivers for the project, including the departments affected.

#### Objectives/Measure of Success

Describe the objective/measure of success for the project and any defined completion milestone(s).

#### Project Timeframes

Provide the start and end dates for the project, as well as any significant milestone dates.

#### Responsible Parties

List the staff responsible for the various aspects of the project.

#### Estimated Budget Information

Give an estimated budget for project costs, and the source of funding to be used. This is a *projected*, *estimated* budget to aid planning efforts. The WLIP understands that budgeting requires some flexibility. It is certainly acceptable if new funding opportunities or new projects arise after the plan is approved. Plans can also be amended to include new projects if necessary.

Individual cost information can be presented for each project, or the overall budget for all projects combined can be provided in a single table at the end of Chapter 4, as in the example on page 24.

## Project Plan to Achieve Searchable Format (Benchmarks 1 & 2)

### Project Description/Goal

#### Status of searchable format

Completed. Sawyer County plans to meet the searchable format for both Benchmark 1 and 2 by March 31, 2016.

## Project Plan for Parcel Completion (Benchmark 3)

### Project Description/Goal

#### Current status of parcel data

Sawyer County has 38 civil townships. 35 have been digitally mapped.

#### Goals

Sawyer County will complete the digital parcel mapping of approximately 2160 parcels in the remaining 3 townships.

#### Planned approach

Sawyer County survey staff will provide the best available coordinate data for PLSS corners. As remonumentation is completed the parcel maps will be updated to reflect better survey data.

### Business Drivers

Complete county wide digital parcel mapping will be available on the county website  
County wide data will be available for GIS applications  
Parcel mapping is a fundamental element on which other data is built  
Allows the spatial representation of tax and assessment data

### Objectives/Measure of Success

Sawyer County will be 100% digitally parcel mapped  
Digital maps will be available on the county website

### Project Timeframes

Contracts for the remaining townships will be approved in January of 2016.  
Digital maps will be completed and online in 2016.

### Responsible Parties

Contractor, GIS Technician, County Surveyor, and Real Property Lister

### Estimated Budget Information

Contracted expense for mapping 3 townships = \$27,000

## Project Plan for PLSS (Benchmark 4)

### Project Description/Goal

#### Planned approach

Sawyer County has used in-house staff for its remonumentation program. We have two vacant positions in the survey department. We plan to fill the positions and continue to make progress to our goal of 100% remonumentation of USPLS corners. Our goal is to establish survey grade coordinates on all PLS corners. Corners that are surrounded by public land such as State, Federal, and County forests will be given lower priority. We plan to use Strategic Initiative Grant funds to contract for additional surveying in 2016.

#### Current status

Sawyer County has approximately 4706 PLSS corners. 3493 of the corners have been remonumented. 2180 of the corners have coordinates that are 2 cm – 5 cm accuracy. The accuracy of coordinates on other corners varies.

#### Goals

Sawyer County will continue to reestablish corners and obtain survey grade coordinates. We also reimburse private surveyors for reestablishing or maintaining corners in conjunction with their private work. Our present goal is to recover or reestablish 75 corners and do maintenance on 100 corners per year. We will accomplish more if we receive funding from a Strategic Initiative Grant.

#### County boundary collaboration

Sawyer County shares data and records with adjoining counties as it is gathered and documented. We plan to share resources when county boundaries are surveyed.

### Business Drivers

Completion of the county wide PLSS enables accurate tax parcel mapping. It enables taxpayers and property owners to have accurate boundary surveys of their property. Development often follows PLSS monumentation projects done by the county. PLSS remonumentation also is important to establish boundary lines on county and state forests for forest management. PLSS remonumentation is important to county Zoning, Forestry, and Highway departments.

### Objectives/Measure of Success

The objective is to meet Benchmark 4 (Completion and Integration of PLSS) by 2030, depending on funding.

### Project Timeframes

Provide the start and end dates for the project, as well as any significant milestone dates.

### Responsible Parties

Dan Pleoger, County Surveyor  
Deputy County Surveyor (vacant)  
Survey Technician (vacant)

### Estimated Budget Information

Approximately \$170,000 of the County Surveyor Budget is spent on remonumentation and maintenance of PLSS corners each year. We will spend the \$50,000 2016 Strategic Initiative Grant on remonumentation. Land Records funds will be used to purchase a \$22,000 GPS network rover.

## **Project Title: Back File Scanning 1993-2004 Microfiche Tax Records Project**

### **Project Description/Goal:**

1993 – 2004 Tax Records are currently stored on microfiche media which will degrade and compromise the integrity of the data over the course of time. Current process to retrieve tax information from microfiche is a multi-step time intensive process. Data imported into Sawyer County Laserfiche EDM system will allow for more efficient retrieval and distribution of this information.

### **Business Drivers: Business Drivers**

County and Municipal Treasurer's will have access to historical information. Access is needed to MFL and PFC information for a 50 year time frame. The digitization of these documents will provide a backup of the information as all data will reside on a server and will be backed up as part of IT Department standard practices.

### **Objectives/Measures of Success:**

Improve the integrity of the tax records for inquiries by municipalities and the public. Improve the efficiency for records retrieval. Hardcopy documents are the original and only set of these records making them vulnerable to natural or man-made disaster.

### **Responsible Parties:**

Sawyer County Treasurer's Office will work with provider for document scanning services, quality control services and indexing services.

Estimated Budget Information:

Back File scanning 1992 – 2004 Tax Microfiche of 480 estimated microfiche sheets, 129,600 estimated total images at \$.045 per completed image for an estimated price of \$5,832.00 with project logistics estimated at \$800.00 for a total estimated project price of \$6,632.00.

## **Project Title: Upgrade Register of Deeds Software**

### **Project Description/Goal:**

Upgrade Register of Deeds current software which is i-document to Avid software. Current software is 12 years old and will no longer be available to upgrade.

### **Business Drivers:**

The public. Zoning, Treasurer and Land Records offices.

### **Objectives/Measure of Success**

Faster searches. It is more county specific and user friendly. We can customize to fit specific Sawyer County needs. It is geared more for electronic recording.

### **Project Timeframes:**

**Would like to upgrade by 2017**

### **Responsible Parties:**

Register of Deeds office staff. IT Department. Fidar Software.

### **Estimated Budget Information:**

Land records funds will be used to purchase equipment, approximately \$6,000.00. The actual upgrade for the software is included in our Life Cycle Plan.

## **Project Title: Update Parcel Mapping**

### **Project Description/Goal**

Sawyer County will update existing parcel maps to reflect additional survey control.

### **Business Drivers:**

More accurate parcel maps will enable a better assessment of property. Parcel boundaries shown online will give a more accurate representation of ownership.

### **Objectives/Measure of Success**

Sawyer County will develop a process to update mapping soon after better survey control is established.

### **Project Timeframes:**

The process will be developed in 2016 when additional staff is hired. The process will be ongoing as new data is acquired.

### **Responsible Parties:**

GIS Specialist, GIS Technician, County Surveyor

### **Estimated Budget Information:**

Sawyer County has budgeted a full time position that will be 40% real property listing and 60% GIS. Land Records funds will be used to pay 60% of the \$72,000 salary and benefits, approximately \$43,000.

## **Project Title: USPLS Monument Records Online**

### **Project Description/Goal**

Sawyer County is developing a procedure for making all USPLS Monument Records (tie sheets) available on the website.

### **Business Drivers:**

Tie sheets on the website will save time for Professional Land Surveyors, other real estate professionals, and the public.

### **Project Timeframes:**

Sawyer County plans to have the tie sheets online in 2016.

### **Responsible Parties**

County survey department staff, GIS staff, IT Director

### **Estimated Budget Information:**

We plan to do the project with existing staff. Funding will be with budgeted funds for staff. Land Records funds will pay a portion of the GIS Technician salary.

## **Projects Related to Strategic Initiative Grants**

### **Project Description/Goal**

Sawyer County plans to use 2016 Strategic Initiative Grant funds for PLSS remonumentation. Grant funds will be used for overtime hours worked by county survey staff and for contracting with private Professional Land Surveyors to do remonumentation projects. Grant funds may also be used for excavating roadways to search for missing PLSS corners.

### **Projects to be developed during the 2016-2019 Plan**

Sawyer County plans to develop other projects using land records funding. Projects may include:

Scanning and indexing County Surveyor Records so that they are available on the county website.

Submit the PLSS dataset to the DOA.

LiDAR acquisition

Develop a trails layer for the county website.

Develop a road right-of-way layer for the county website.

Scan and reference zoning permits.

Assessor's Plats

### **Ongoing Costs Not Associated with a Specific Project**

You may include an optional section for "Ongoing Costs," which are costs not associated with a specific project. This may include ongoing technology expenditures like software licenses or staffing costs for general tasks like production of maps for other county departments and responding to public requests for GIS data.

### **Completed Projects**

You may include an optional section for "Completed Projects" which might simply be a list of projects the county has accomplished since the last time the county land information plan was updated.

**SAWYER COUNTY**  
**Land Records Department**  
CONTRACT OF SERVICES  
FOR  
DIGITAL PARCEL MAPPING

**Sections 1 through 36, T 40N, R 4W**

**Town of Draper**

**and**

**Sections 1 through 36, T38N, R4W**

**Town of Winter**

Sawyer County Land Records Department

10610 Main Street, Suite 54

Hayward, WI 54843

THIS IS AN AGREEMENT made as of March 16, 2016 between Sawyer County, Wisconsin (OWNER) and Point North Mapping, Inc (CONSULTANT).

Owner intends to retain the Consultant to create digital Parcel Maps in compliance with the Land Records Department parcel map standard template.

### **BASIC SERVICES**

Consultant shall provide professional services for the Owner on the Project to which this Agreement applies, including customary services on request from the Owner, and as indicated in Attachment A.

### **ADDITIONAL SERVICES**

Any additional services that the Owner may obtain from the Consultant that is not included, as part of Basic Services shall be agreed upon as a separate contract.

### **CONSULTANT'S RESPONSIBILITIES**

Consultant shall do the following in a timely manner so as not to delay the Owner's project timeline as indicated in Schedule A.

1. Designate in writing a person to act as the Consultants technical advisor representative. Definition of "Technical Advisor" is listed in DEFINITIONS.
2. Provide all criteria to the Owner listed in Attachment A, complying with the monthly report listed in Attachment B.
3. Place at disposal to the Owner all pertinent information, which the Technical Advisor may encounter during the process listed in Attachment A.

### **OWNER'S RESPONSIBILITIES**

1. Provide to the Consultant a copy of all digital information that is pertinent to the project at no cost. The Land Records Department will provide this information.
2. Provide to the Consultant access to all public records.
3. Provide to the Consultant access to the photocopier in the Register of Deeds and Land Records Department.
4. Provide to the consultant access to obtain copies of recorded Subdivision Plats, Condominiums, Plats of Surveys, and Certified Survey Maps.

### **PAYMENTS**

Method of Payments for Services and Expenses

1. Consultant shall submit monthly invoices for Basic Services listed in Attachment A and as defined in Attachment B.

2. Owner shall pay the Consultant for Basic Services rendered as amended and supplemented by Attachment A.
3. Owner shall make prompt monthly payments in response to the Consultant's invoices.

#### Other Provisions Concerning Payments

If Consultant fails to meet the required monthly report described in Attachment B, at no fault of the Owner, the Owner reserves the right to null and void the monthly payment of invoices requested by the Consultant.

#### **RIGHTS RESERVED**

1. The Owner reserves the right to cancel the "Contract of Services" awarded to the Consultant, if the Consultant has failed to meet any of the requirements and specifications listed in Attachment A, B, and Schedule A, through no fault of the Owner.
2. The Owner will not be obligated to assist the Consultant in any research that is pertinent to the Project.

#### **DEFINITIONS**

"Technical Advisor" – The individual that is responsible in making a professional survey/mapping decision. Following are examples:

- Gaps & Overlaps
- Documentation of Gaps & Overlaps
- PLSS Breakdown
- Interpreting of Deeds
- Research

#### **OWNERSHIP OF FINAL PRODUCT**

The Owner will retain all Copyrighted privileges for both the digital and hard copy produced by the Consultant.

#### **ATTACHMENTS AND SCHEDULES**

The following Attachments and Schedules are to be made part of this Agreement.

- Attachment A
- Attachment B
- Schedule A

This agreement consisting of pages 1 to 8, inclusive, together with the Attachments and Schedules identified above, constitute the entire agreement between Owner and Consultant. This Agreement and said Attachments and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Approved by the Sawyer County Board of Supervisors

the \_\_\_\_\_ day of \_\_\_\_\_, 2016

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year below.

Sawyer County, Wisconsin  
Owner

Point North Mapping, Inc.  
Consultant

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Carol Williamson  
Sawyer County Clerk

(Typed Name)  
(Title)

Todd C. Goold  
Owner

\_\_\_\_\_

(Date)

\_\_\_\_\_

## ATTACHMENT A Scope of Services

After written authorization to proceed, the Consultant shall begin with the following.

### **GENERAL**

Set up a meeting with the Land Records Department to discuss:

1. The possible hidden variables that may arise during the project.
2. The research process and to become acquainted with the location of records.

### **REQUIRED SERVICES**

1. Prepare Digital Parcel Mapping of Sections 1 through 36, T40 N, R4W which is in the in the Town of Draper; and Sections 1 through 36, T38N, R4W, Town of Winter.
2. Drawing files must be delivered in AutoCAD 2004 dwg format. The County's ability to open, display and modify these drawing files will be a requirement for final acceptance of the digital product.
3. Prepare all Parcel Maps using the drawing template setup by the Land Records Department. Including the implementation of the Parcel Block Descriptions as described in Version 2 dated December 7, 2006.
4. Reference all work to the Sawyer County Coordinate System.
5. PLSS breakdown for each section.
6. Document any possible errors that may arise during the processes of researching or mapping, noting them on the digital map using the drawing template as a guideline.  
Examples:
  - Recorded Deeds
  - Recorded CSM, Plats of Survey, Subdivisions, Condominiums
  - DOT R/W Records
  - Sawyer Co. Road Records
  - Gas Tax Maps
  - Ownership of Property
  - Assessment Books
7. The final drawing file for the parcel map of the town will be delivered as a single file. All data will be compiled in one file, prepared for topology and edge matched to the surrounding sections.

8. The digital data will be delivered to the Owner on a CD-R and one hard copy of each Layout view, setup in the drawing template.
9. Prepare the metadata document in electronic format for the project submitted with the completion letter.
10. A completion letter at the conclusion of the project.

### **CONSULTING SERVICES**

1. Set up a meeting with the Land Records Department to help discuss the unique features of the project area and their effect on parcel mapping
2. Prepare a document that will define a projected timeline in which to complete this project.

### **COST OF SERVICES**

Total cost of project as accepted:

Total cost for parcel mapping Sections 1 through 36, T 40N, R4W is based on the parcel count provided by the County. There is an approximate parcel count of 791 parcels.

Total cost for parcel mapping Sections 1 through 36, T 38N, R4W is based on the parcel count provided by the County. There is an approximate parcel count of 654 parcels.

1. Based on the total parcel count of 1445 parcels, the project cost is \$ 18,062.50.
2. Project cost is determined by \$12.50 for each **Parcel Identification Number** inserted into the digital AutoCad drawing. Duplicate PIN's inserted will not be included in the total of the final parcel count for final payment.
3. Sawyer County Land Information Retained Fees will pay for the project. Taking into account there may be several parcels found in the land records and not listed in the assessment system, the final project cost shall not exceed \$18,400.

## ATTACHMENT B Monthly Report

### **MONTHLY REPORT**

Consultant shall submit a monthly report on or before the third Wednesday of the month containing the following:

1. Digital and hard copies to a maximum of 12 sections that have been completely mapped for review since the previous monthly report.
2. Document stating the progress of the project and decisions that were made, explained in Attachment A – Required Services 6.
3. An invoice of the charge for the previous month.

## SCHEDULE A Timeline

### PROJECTED TIMELINE

Contract approved by County Board	16 March 2016
Project Kick-off Meeting	21 March 2016
Project to Begin	01 April 2016
First monthly review due	01 June 2016
Anticipated completion date	31 December, 2016

The T38N R4W drawings and data will be delivered to Sawyer County by 12/01/2016 for review and approval. Final products will be delivered to Sawyer County by 12/31/2016.

## Active Sales

10 sales listed as active in month of February

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
5/8/12	0	0	\$0	\$0	\$0
12/12/12	0	0	\$0	\$0	\$0
5/7/13	1	40	\$14,715.00	\$18,227.57	\$0*
11/5/13	1	131	\$52,444.00	\$30,662.01	\$21,881.99
5/7/14	4	332	\$325,859.00	\$203,394.85	\$122,464.15
10/8/14	0	0	\$0	\$0	\$0
11/5/14	2	178	\$71,430.00	\$47,709.44	\$23,720.56
5/13/15	2	162	\$170,775.00	\$174,774.55	\$18,075.00*
Totals	10	843	\$635,323.00	\$474,768.42	\$186,141.70

## Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
5/8/12	3	324	\$99,960.00	\$97,124.26	\$15,001.06*
12/12/12	3	244	\$81,540.00	\$9,877.20	\$71,662.80
5/7/13	0	0	\$0	\$0	\$0
11/5/13	5	491	\$186,131.25	\$84,815.04	\$101,316.21
5/7/14	8	584	\$259,345.00	\$88,908.25	\$180,466.50*
10/8/14	0	0	\$0	\$0	\$0
11/5/14	11	1099	\$731,555.65	\$139,324.90	\$607,413.10*
5/13/15	12	1303	\$1,004,961.10	\$288,883.65	\$739,528.20*
Totals	42	4045	\$2,363,493.00	\$708,933.30	\$1,715,387.89

\* Sales having overruns

\*\* Sales having underruns

6 sales closed out in February

Timber Sale Value (sold contracts-uncut) on file = **\$1,901,530**

<b>Timber Sale Revenue</b>	<b>February</b>	<b>YTD</b>
	\$232,323.86	\$569,669.18
<b>Other Revenue (Firewood/ Christmas Trees/Boughs/Low Use Access)</b>	<b>February</b>	<b>YTD</b>
	\$100	\$100
<b>Camping Permits</b>	<b>February</b>	<b>YTD</b>
	\$0	\$0
	<b>TOTAL Revenue YTD</b>	<b>Budget</b>
	<b>\$569,770</b>	\$1,750,000

Timber Sale Inspections	<u># month</u>	<u>Goal</u>	<u>YTD</u>
	33	30	65

Comments: Goal for timber sale inspections is generally one inspection per week while sale is actively being harvested or wood is being hauled.

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	5/7	298/584	3800

Comments:

Recon Acres Updated:

<u>February</u>	<u>YTD</u>	<u>Annual Goal</u>
533	710	6,000 acres

Mountain Bike Trails:

Continued monitoring use of "fat" bike loop at "OO" trailhead.

Birkie Trail:

Continued working on draft trail use agreement with ABSF.

ATV/UTV/Snowmobile Trails:

Final draft MOU for Tuscobia received from WDNR.

**RESOLUTION # \_\_\_\_\_-2016**

**RESOLUTION FOR OUTDOOR RECREATION AIDS**

**WHEREAS** Sawyer County is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

**WHEREAS**, financial aid is required to carry out the project;

**THEREFORE, BE IT RESOLVED**, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

**HEREBY AUTHORIZES** the Sawyer County Forest Administrator, Sawyer County Forestry Department to act on behalf of Sawyer County to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

**BE IT FURTHER RESOLVED** that Sawyer County will comply with the state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

I hereby certify that the foregoing resolution was duly adopted by the Sawyer County Board of Supervisors at a legal meeting held on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Authorized signature \_\_\_\_\_ Title \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAWYER 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 Sawyer County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the maintenance, repair and operation of approximately 50 miles of former Chicago, St. Paul, Minneapolis and Omaha Railway Company (Tuscobia to Park Falls Line) railroad corridor located in Sawyer County now known as the Tuscobia State Trail (Trail) which is presently owned by the Department.

The Department is interested in preserving the former railroad corridor for trail purposes. The County is interested in maintaining, repairing and operating a trail on the corridor. It is the desire of all parties to have the Trail open for public use. 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 former railroad grade from approximately 2 miles east of Tower Road in Sawyer County, then heading westerly to the Barron County Line near Maple Terrace Drive. An exact legal description of the Trail is attached to this MOU as Exhibit A and a map attached as Exhibit B. The Cooperative State Trail Easement referred to in this MOU, when executed, shall have attached to it Exhibit A (legal description) of this MOU; in addition a map of the trail easement parcel will be attached as Exhibit B to the trail easement. This MOU shall be attached to the Cooperative State Trail Easement as Exhibit C. Exhibits A, B, and C shall become part of the Cooperative State Trail Easement.

**III. Consideration**

The Department owns and has developed the Trail as described herein. The Department will execute the Cooperative State Trail Easement with the County for good and valuable consideration for the purposes contained in this document. The County will maintain, repair, and operate the Trail. The Department has not and will not acquire land through the eminent domain process.

**IV. Obligations of the Department**

1. The Department will convey by easement to the County the right to maintain, repair, and operate the Trail as a component of the State Trail System. The County accepts the property "as is" on the date of conveyance.
2. The Department has completed the necessary environmental reviews previously for the development of the Trail on the property pursuant to section 1.11, Stats., and Chapter NR 150, Wis. Adm. Code. The Department represents that it has made reasonable

inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to possess and improve the property as contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably necessary to remove such conditions or the intent of this MOU being frustrated, the MOU may be terminated.

3. It is the Department's intent to keep the Trail open for public use. If conditions arise either through natural disaster or unexpected failure of the Trail infrastructure and the County is unable to complete repairs on its own, the Department will work with the County to identify resources such as labor and funding sources for the repair of the Trail.
4. The Department shall complete inspections of bridges along the Trail and will provide copies of the inspections to the appropriate County staff and discuss any recommendations in the inspection reports.
5. The Department has designated the Trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The Trail is included on appropriate lists of State Trails.
6. 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 State Trail. This program is similar to the Department of Transportation's Adopt-A-Highway program.
6. The Department and the Natural Resources Board, with input from the County, will determine the allowable hunting, fishing, and trapping opportunities on the Trail pursuant to Wis. Stat. s. 29.089.

**V. Obligations of the County**

1. The County will keep the name of Tuscobia State Trail. The Trail has been known by that name and is familiar to the public.
2. If conditions arise either through natural disaster or unexpected failure of the Trail infrastructure, the County shall notify the Department. The purpose of the notification is to ensure that the County does not undertake any repair activities potentially eligible for funding only if completed by the Department as landowner.
3. Changes in Trail uses, special events, and other situations related to the use of the Trail not specifically addressed in this MOU may take place only with the involvement of the Department and shall be consistent with Department policies.
4. The County will participate in or conduct public meetings, which may be necessary for the management and improvements of the Trail, including for any review or changes to the master plan, such as eliminating or adding allowed Trail uses. All attempts should

be made to comply with the intent of Chapter NR 44, Wis. Adm. Code as it relates to public participation.

5. Per s. NR 44.04(13), Wis. Adm. Code any change to the master plan made jointly by the Department and the County is exempt from strict compliance with the requirements of Chapter NR 44, Wis. Adm. Code. However, the Department and the County agree that any change or review of the master plan shall be consistent with Chapter NR 44, Wis. Adm. Code to the extent practicable.
6. The Department shall have final review approval over the master plan or any changes thereto.
7. The County shall maintain, repair, and operate the Trail located within the County for recreational purposes, as funding becomes available. The County will assume all monitoring, enforcement, and maintenance responsibilities on the Trail.
8. The County agrees that any maintenance, construction, or repair of the Trail will meet or exceed Department trail standards and any applicable standards mandated by state or federal law. The County further agrees that in operating the Trail, the County will comply with all applicable state and federal law.
9. The County shall inspect Trail culverts and take necessary action to maintain culverts in working order.
10. The County shall comply with statutory inspection requirements pursuant to s. 23.115(2), Wis. Stats., and as further described in the Department's Manual Code 2527.20 (see Attachment 1), and shall provide the Department with a copy of inspection reports.
11. The County shall secure and comply with all federal, state and local permits and licenses required for the operation, maintenance or repair of the Trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.
12. The County agrees that any signage or display material relating to the Trail shall 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 Trail, unless it is in accordance with Department policy. The County may allow signs providing directional information about Trail-related services. No specific business names, commercial logos or fonts, trademarks, or other advertising shall appear in signage within the Trail corridor. The Department reserves the right to remove non-compliant signage located on the Trail.

13. The County, in connection with this MOU, shall have the Trail open 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 for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions as ordinance.

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

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

14. 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.

15. The County may enter into agreement with a Friends Group which meets the criteria in s. 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.

16. The County may enroll volunteers in the Adopt-A-Trail program sponsored by the Department, following Department policies and procedures.

17. The County will indemnify and hold harmless the Department and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU by the County, its agents, contractors, servants,

licensees, permittees, or employees. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.

**VI. General**

1. This MOU is subject to all applicable laws and regulations.
2. This MOU may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, trespass and encroachment resolutions, 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. Trespass and encroachment resolutions will be pursued as time allows and will be commensurate with the violation. 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 deny the request. 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. 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 operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Trail.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.
6. The County assumes complete responsibility for the operation, maintenance, and repair of the Trail. While the Department is not obligated to operate, maintain, or repair the Trail at any time, it is the Department's intent to keep the Trail open and available to the public. If conditions arise either through natural disaster or unexpected failure of the Trail's infrastructure and the County is unable to complete repairs on its own, the Department will work with the County to identify funding sources for repair of the Trail.
7. This MOU does not create an employment or agency relationship between the Department and the County, any employees or agents of the County, or any third parties.

**VII. Termination**

1. County. The County may terminate the MOU and the easement from the Department by providing to Department 90 days written notice of said termination. In the event the



State of Wisconsin  
Department of Natural Resources  
P.O. Box 7921  
Madison, WI 53707

**COOPERATIVE STATE TRAIL  
EASEMENT**

Section 23.09(10), Wis. Stats.  
Form 2200-161

**THIS EASEMENT** made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the “Department”) and Sawyer County (hereinafter referred to as the “County”).

**RECITALS**

**WHEREAS**, the Department has acquired the former Chicago, St. Paul, Minneapolis and Omaha Railway Company (Tuscobia to Park Falls Line) railroad corridor for the purpose of a recreational trail on said lands (hereinafter referred to as the “trail”);

**WHEREAS**, the trail is identified in the legal description marked as Exhibit “A” attached hereto and made a part hereof and the map marked as Exhibit “B” attached hereto and made a part hereof;

**WHEREAS**, the Department and the County entered into a Memorandum of Understanding for the purpose of allowing the County to operate, maintain and repair said trail;

**NOW, THEREFORE**, the Department, for mutual benefits, the sufficiency of which is hereby acknowledged, conveys to the County, a nonexclusive easement for the purpose of operating, maintaining and repairing a recreational trail.

It is understood by the Department and the County that this grant of non-exclusive easement is subject to the following conditions:

1. The County shall have the right to maintain, operate and repair, the recreational trail on the above-described lands located within the corridors of the former railroad grade, now known as the “Tuscobia State Trail” for the purpose of bicycling, walking, snowmobiling, all-terrain vehicle riding or other mutually agreed upon compatible uses, as determined in the master plan or any changes thereto, as referenced in the Memorandum of Understanding signed contemporaneously and marked as Exhibit “C”, attached hereto and made a part hereof.
2. The County agrees the Trail will be open for public use immediately. If the Trail is not open or ever ceases to be used for recreational trail purposes for a period of 2 years, then all easement rights, title and interest to the eased premises shall automatically revert to and revest in the Department without necessity of reentry.
3. The County shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as the County deems necessary for the management and operation of the recreational trail. Admission fees, if any, charged by the County shall not exceed those established in s. 27.01(7), Wis. Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin Administrative Code. The fees collected shall be split between the Department and the County as

Recording Area

Return: Department of Natural Resources  
Bureau of Facilities & Land – LF/6  
P.O. Box 7921  
Madison, WI 53707-7921  
Attn: Closing Officer (CE-\_\_\_\_\_)

Parcel Identification Number (PIN):

57-008-2-37-09-30-2 02-000-000030 (West endpoint)  
57-006-2-40-03-36-1 01-000-000020 (East endpoint)

agreed upon by both parties. If admission fees are charged, the conservation patron license and senior citizen card issued by the Department shall be honored without addition admission charges.

4. Recreational trail development shall conform to Department state recreational trail standards.
5. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance and operation of the trail, shall be the responsibility of the County.
6. This easement shall be nonexclusive, and the Department retains the right to sell, lease or convey other easements, including utility easements in and to the Trail, to one or more person(s), company(s) or entity(s), provided that any such subsequent use, lease or conveyance does not interfere with the rights granted hereunder. 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 deny the request. All proceeds from these transactions shall be payable to the Department. 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.
7. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance and repair of the recreational trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefor 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 by providing information and data upon request.
8. The County will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the eased premises.
9. The County shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
10. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.
11. The Department reserves no control over the employment, discharge, compensation of or services rendered by the County employees or contractors, and the County shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the County and Department and employees of the County or employees of any contractor shall not be considered Department employees.

12. In connection with the performance of any work under the easement, the County agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The County agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
13. The Department and the County agree that the provisions of Chapter NR 45, Wis. Adm. Code, remain applicable to the subject property. Pursuant to s. NR 45.01(1), Wis. Adm. Code, the Department retains management, supervision, and control over the property for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County.
14. Boundary disputes, encroachments, trespass and other claims shall be the responsibility of the Department. Since the County is more familiar with the trail, the County shall act as the first point of contact to identify boundary disputes, encroachments, trespass and other claims and inform the respective landowners of the same. The Department upon mutual agreement of both parties may sell remnants of the trail not needed for conservation or recreational purposes. Any such sales are subject to approval of the Natural Resources Board and the Governor and also subject to paragraph 17 below. Should any of the adjacent landowners challenge the County's and/or the Department's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the County, the trail which is the subject of this easement agreement.
15. The County agrees to save, keep harmless, defend, and indemnify the Department, and all of its officers, employees agents against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the County's occupancy, use, service, operation, or performance of work in connection with this easement, except for any liability, claim or cost resulting from the negligent or intentional acts or omissions of the Department, its officers, employees or agents.
16. This easement shall be deemed in effect as of the date signed by the County and accepted by the Department.
17. Conveyance of this easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or owners, or the Department prior to the execution of this easement. Department shall provide written notice of the necessity for the reestablishment of railroad or future highway project, which may result in the termination of this easement upon the discretion of the railroad or WisDOT. County shall: (1) not materially change the grade or topography of the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.

18. The County agrees not to violate any term or condition stated herein. In the event of a violation, the Department will give written notice to the County of the violation(s) and the County will have 60 days to rectify the violation(s). In the event the violation(s) has not been rectified to the satisfaction of the Department within said 60 days, the Department shall have the right to declare this easement null and void, and shall have the right to take full control of the trail, without hindrance or delay, and may use its legal remedies for recovery from the County of all damages sustained by acts of the County.
19. In the event the Department determines that the continued use of the property as a Trail would be inconsistent with the management needs or objectives of the Department or the State of Wisconsin, 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 obtained for Trail development purposes.
20. The County may terminate this easement by providing to Department 90 days written notice of said termination. In the event the County terminates this easement, the County will assume compliance responsibility for any state or federal grant obtained for Trail development and support purposes.
21. The Department does not warrant that title to the Trail is free and clear of all encumbrances, or that it has sole ownership, or that it will defend the County in its peaceful use and occupancy of the same.
22. This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement and duly recorded in the office of the Register of Deeds of Sawyer County, Wisconsin.
23. If any term or condition of this easement shall be deemed invalid or unenforceable, the remainder of this easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
24. Enforcement of this easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party to the extent authorized by law.
25. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the Department has caused this easement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_ (SEAL)  
Douglas J. Haag  
Deputy Director, Bureau of Facilities and Land

State of Wisconsin    )  
                                  ) ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Douglas J. Haag, Deputy Director, Bureau of Facilities and Land, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

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



EXHIBIT "A"

All of that right, title and interest of the Department in the former Chicago, St. Paul, Minneapolis and Omaha Railway (Tuscobia to Park Falls Line) railroad corridor, now known as the Tuscobia State Trail, as described in the following documents:

Document #124876, Volume 208 Records, Page 358;  
Document #125533, Volume 209 Records, Page 516;  
Document #140396, Volume 236 Records, Page 632;  
Document #140862, Volume 237 Records, Page 510;  
Document #142476, Volume 240 Records, Page 492;  
Document #147264, Volume 250 Records, Page 318;  
Document #148595, Volume 253 Records, Page 294;  
Document #155502, Volume 271 Records, Page 231;  
Document #166571, Volume 298 Records, Page 417;  
Document #167341, Volume 300 Records, Page 355;  
Document #171642, Volume 312 Records, Page 42;  
Document #173793, Volume 317 Records, Page 274;  
Document #177574, Volume 328 Records, Page 260;  
Document #199443, Volume 386 Records, Page 213;  
Document #244152, Volume 540 Records, Page 149;  
Document #325832;

As the same may be located in the following described tracts of land:

Township 37 North, Range 9 West

Section 1: NW-NE  
NE-NW  
SW-NW  
SE-NW  
NW-SW  
SW-SW

Section 11: NE-SE  
SW-SE  
SE-SE

Section 12: NW-NW  
SW-NW

Section 14: NW-NE  
NE-NW  
SE-NW  
NE-SW  
NW-SW  
SW-SW

Township 37 North, Range 9 West (CONTINUED)

Section 15: SE-SW  
NE-SE  
SW-SE  
SE-SE

Section 19: SW-SE  
SE-SE

Section 20: NE-NE  
NW-NE  
SE-NE  
SW-NW  
NE-SW  
NW-SW

Section 21: NE-NE  
NW-NE  
SW-NE  
SW-NW  
SE-NW

Section 22: NE-SW  
NW-SW

Section 30: NW-NE  
NE-NW  
NW-NW  
SW-NW  
SE-NW

Township 38 North, Range 6 West

Section 1: NE-NE  
NW-NE  
NE-NW  
SW-NW  
SE-NW

Section 2: SE-NE  
NE-SW  
Government Lot 3  
NE-SE  
NW-SE

Section 3: Government Lot 5  
Government Lot 6  
Government Lot 7  
Government Lot 8  
SW-SE  
SE-SE

Township 38 North, Range 6 West (CONTINUED)

- Section 4: Government Lot 1
- Section 7: Government Lot 1  
Government Lot 2  
Government Lot 3  
Government Lot 4
- Section 8: Government Lot 3  
Government Lot 4  
Government Lot 7  
Government Lot 8
- Section 9: Government Lot 2  
Government Lot 3  
Government Lot 4  
NE-NE

Township 38 North, Range 7 West

- Section 7: SW-NE  
NE-NW  
NW-NW  
SE-NW  
NW-SE  
SW-SE  
SE-SE
- Section 12: SE-SE
- Section 13: Government Lot 1  
Government Lot 2  
Government Lot 3  
Government Lot 4
- Section 14: Government Lot 1  
Government Lot 2  
SW-SW  
SE-SW  
NW-SE  
SW-SE
- Section 15: SW-SW  
SE-SW  
SW-SE  
SE-SE
- Section 16: SW-SW  
SE-SW  
SW-SE  
SE-SE

Township 38 North, Range 7 West (CONTINUED)

- Section 17: SW-NW
- NE-SW
- NW-SW
- NE-SE
- NW-SE
- SE-SE
- Section 18: NE-NE
- SE-NE

Township 38 North, Range 8 West

- Section 10: NE-SE
- SE-SE
- Section 11: SW-NE
- SE-NE
- SW-NW
- SE-NW
- NE-SW
- NW-SW
- Section 12: NE-NE
- NW-NE
- NE-NW
- NW-NW
- SW-NW
- SE-NW
- Section 15: NE-NE
- SW-NE
- SE-NE
- SE-SW
- NW-SE
- SW-SE
- Section 20: SW-SW
- SE-SW
- NE-SE
- SW-SE
- SE-SE
- Section 21: NW-SW
- SW-SW
- SE-SW
- SW-SE
- SE-SE

Township 38 North, Range 8 West (CONTINUED)

- Section 22: NE-NE  
SE-NE  
NE-SW  
SW-SW  
SE-SW
- Section 29: NW-NW
- Section 30: NE-NE  
NW-NE  
SW-NE  
NW-SE  
SW-SE
- Section 31: NW-NE  
NE-NW  
SW-NW  
SE-NW  
NW-SW

Township 38 North, Range 9 West

- Section 36: NE-SE  
SW-SE  
SE-SE

Township 39 North, Range 3 West

- Section 3: NW-NE  
SW-NE  
SW-NW  
SE-NW  
NE-SW  
NW-SW
- Section 4: NE-SW  
NW-SW  
NE-SE  
NW-SE
- Section 5: NE-SW  
NW-SW  
NE-SE  
NW-SE
- Section 6: NE-SW  
NW-SW  
NE-SE  
NW-SE

Township 39 North, Range 4 West

Section 1: SW-SW

SE-SW

NE-SE

NW-SE

SW-SE

SE-SE

Section 2: SW-SW

SE-SW

SW-SE

SE-SE

Section 3: SW-SW

SE-SW

SW-SE

SE-SE

Section 4: SW-SE

SE-SE

Section 7: SW-SW

SE-SW

NE-SE

NW-SE

SW-SE

Section 8: NE-NE

NW-NE

SW-NE

SW-NW

SE-NW

NW-SW

Section 9: NW-NE

NE-NW

NW-NW

Section 18: NW-NW

Township 39 North, Range 5 West

Section 13: NE-NE

SW-NE

SE-NE

SE-SW

NW-SE

SW-SE

Township 39 North, Range 5 West (CONTINUED)

Section 23: SE-SW

NE-SE

SW-SE

SE-SE

Section 24: NE-NW

NW-NW

SW-NW

NW-SW

Section 26: NE-NW

NW-NW

SW-NW

Section 27: SW-NE

SE-NE

SE-NW

NE-SW

NW-SW

Section 28: SE-SW

NE-SE

SW-SE

SE-SE

Section 31: NE-SW

SW-SW

SE-SW

NE-SE

NW-SE

Section 32: NE-NE

SW-NE

SE-NE

SE-NW

NE-SW

NW-SW

Section 33: NE-NW

NW-NE

Township 39 North, Range 6 West

Section 36: SE-SE

Township 40 North, Range 3 West

Section 34: SW-SE

SE-SE

Township 40 North, Range 3 West (CONTINUED)

Section 35: SW-NE

SE-NE

NE-SW

NW-SW

SW-SW

NW-SE

Section 36: NE-NE

NW-NE

NE-NW

NW-NW

SW-NW

ALL SUBJECT TO any exceptions, reversions, reservations, restrictions, highway rights-of-ways and easements.



## Wisconsin Land Information Program County Retained Fee/Grant Report

**Instructions:**

If your county has accepted a grant under s. 16.967(7) WIS STATS or retained any fees under s.59.72 (5) WIS STATS, submission of this report to the Wisconsin Department of Administration, Division of Intergovernmental Relations is required by June 30<sup>th</sup> of the following year in accordance with s. 59.72(2)(b) WIS STATS.

<b>County</b> <b>Sawyer</b>	<b>County FIPS</b> <b>113</b>	<b>Recording Period:</b>		
		From	Jan. 1, 2015	To
			Dec. 31, 2015	
<b>Name of Land Information Officer</b> <b>Dan Ploeger</b>		<b>Email Address</b> <b>surveyor@sawyercountygov.org</b>		<b>Phone Number</b> <b>715-638-3240</b>

1. Amount received in WLIP grants under s. 16.967(7) Wis. Stats. in the reporting period (Jan. 1 – Dec. 31, 2015)	<b>\$ 58,296.00</b>
2. Amount of document recording fees retained under s. 59.72(5) Wis. Stats. for land information in the reporting period at \$8 per document (Jan. 1 – Dec. 31, 2015)	<b>\$ 43,152.00</b>
3. Total amount of grants and retained fees provided through the WLIP in 2015	<b>\$ 101,448.00</b>

**Brief narrative or bulleted summary of 2015 land information activities, including relevant web-links:**

2015 Retained Fees and Grant Expenditures:

- New computer monitors for Register of Deeds.
- Digital Parcel Mapping of 2 townships, T39N, R7W and T39N, R6W
- Education and Training WLIA Conference and meetings  
WRPLA Annual Meeting
- WROC 2015 Orthoimagery
- Laserfiche document management software maintenance

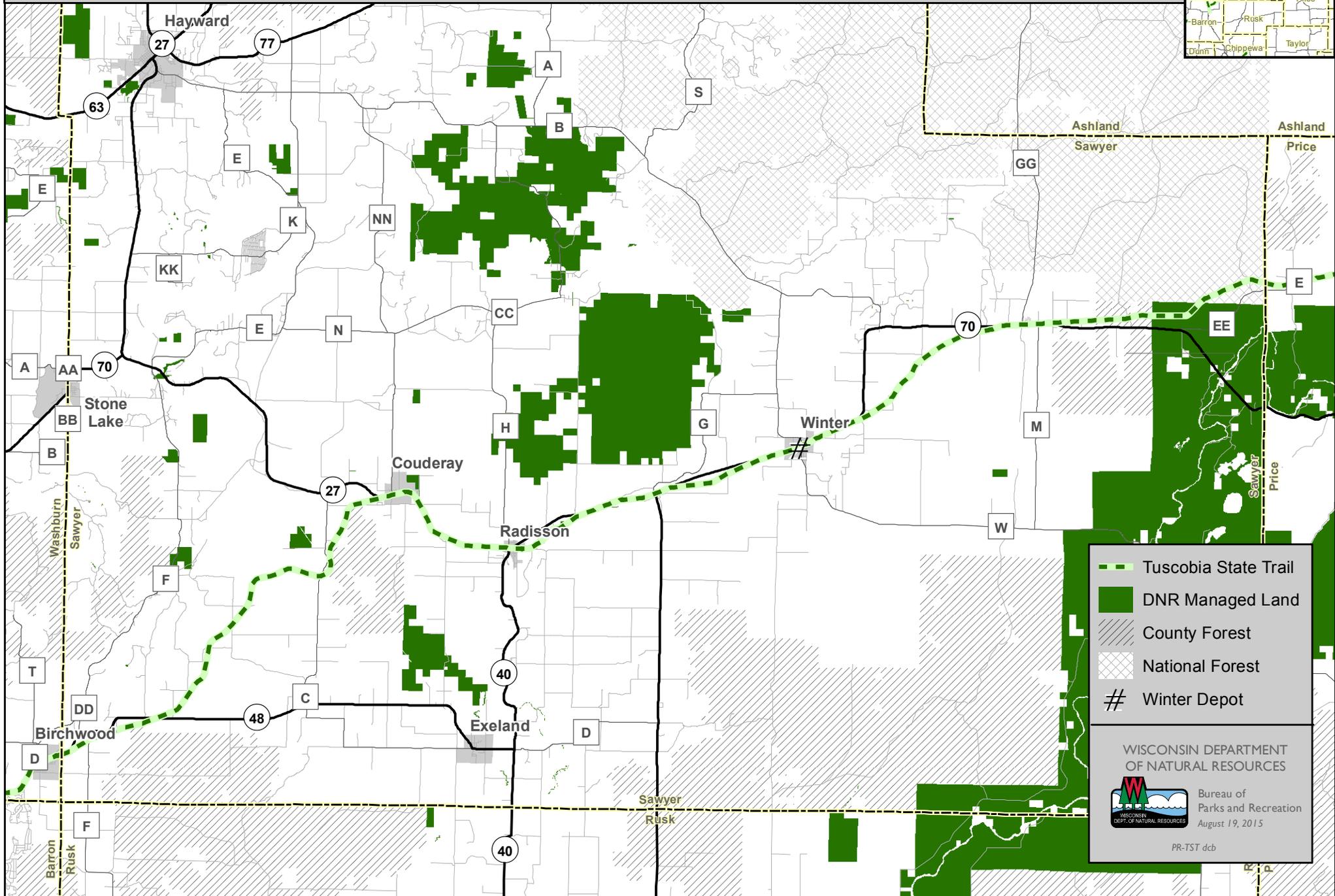
**Wisconsin Land Information Program  
County Retained Fee/Grant Report – Continued**

Land Info Spending Category ▼	Project Description(s) If you have multiple projects in a Spending Category. Row height will automatically expand as you type.	Land Info Plan Citations Page number or section reference	Project Cost Note unit cost and project total for each project	Total Cost for Spending Category (ONE total per Spending Category)
Digital Parcel Mapping	T39N R7W T39N R6W		11,312.50 10,700	22,012.50
PLSS				0.00
Other Parcel Work (e.g., ROD indexing)				0.00
LIDAR				0.00
Orthoimagery	2015 WROC 6" Orthophotography			99,377.70
Address Points				0.00
Street Centerlines				0.00
Software	Laserfiche document management software maintenance			5313.00
Hardware	Computer monitors, Register of Deeds			349.98
Website Development/ Hosting Services				0.00
Administrative Activities and Management				0.00
Training and Education	WLIA Conferences WRPLA ASM			550.00
Other (specify in second column)				0.00
<b>TOTAL</b>				<b>\$127,603.18</b>
Amount of retained fees and grants <b>spent</b> on land records modernization in the reporting period Total may be more or less than the amount of grants and retained fees received in 2015 (if carried over from year to year)				
Amount of retained fees and grants carried forward to calendar year 2016 from previous years				\$ 149,285.00

# Tussockia State Trail

## Sawyer County Segment

0 5 10 Miles



- Tussockia State Trail
- DNR Managed Land
- County Forest
- National Forest
- Winter Depot

WISCONSIN DEPARTMENT OF NATURAL RESOURCES



Bureau of Parks and Recreation  
August 19, 2015

PR-TST dcb

The data shown on this map have been obtained from various sources, and are of varying age, reliability and resolution. This map is not intended to be used for navigation, nor is this map an authoritative source of information about legal land ownership or public access. Users of this map should confirm the ownership of land through other means in order to avoid trespassing. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map.

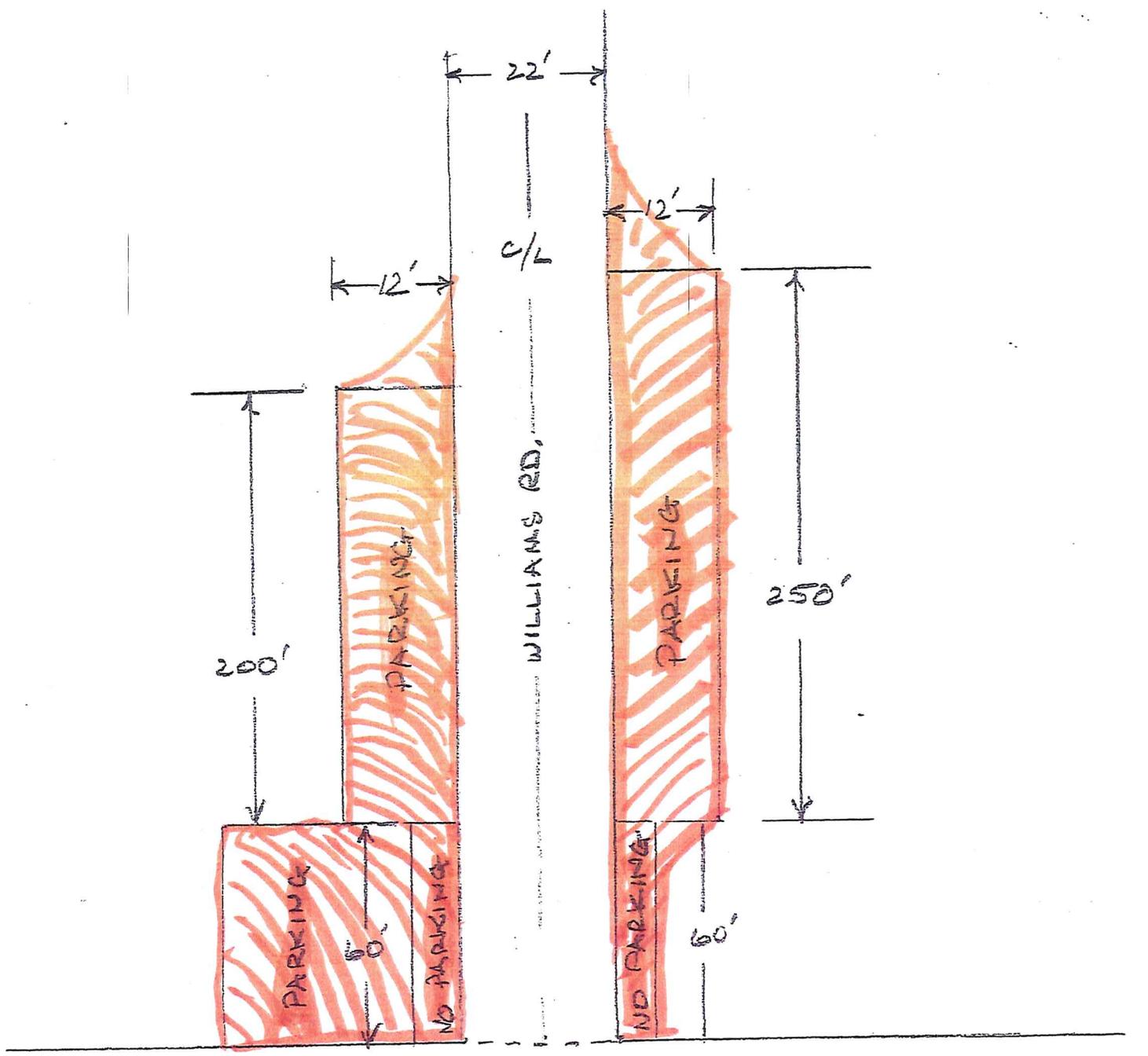
# Spring Lake Boat Ramp Area Improvement

**Town:**

1. New Dock 16' x 5' with 8' Ramp Delivered	\$ 3,000.00
2. Gravel – 450 Yards @ \$9.00/yd. Laid	<u>4,050.00</u>
	<b>\$ 7,050.00</b>

**County:**

1. Blacktop – 120 Tons of Mix @ \$60.00/ton Laid	<u>\$ 7,200.00</u>
<b>Project Total</b>	<b>\$14,250.00</b>



CO. HY. E

SPRING LAKE

