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November 2, 2015

Agenda
Land, Water, and Forest Resources Committee meeting
Wednesday, November 4, 2015, 8:30 a.m.
Assembly Room, Sawyer County Courthouse

1. Meeting agenda
2. Minutes of October 7, 2015 meeting
3. Audience recognition
4. Event dates
5. Previous owner request to re-purchase real estate foreclosed for non- payment of real estate taxes
6. Request for refund from 1st 2015 Sawyer County Land Sale
7. 2nd 2015 Sawyer County Land Sale
8. Register of Deeds Office report
9. Land Records and County Surveyor Department report
10. Forestry Department report, including:
 - memorandum of understanding for County Forest participation for implementation of Good Neighbor Authority Agreement
 - American Birkebeiner Foundation request for installation of well at fire tower food station
 - recreational trails report
 - County and DNR forestry reports
11. Zoning and Conservation Department report, including:
 - APHIS contract
 - discussion regarding boathouse regulation committee
 - Airport zone district ordinance change
 - discussion on short term rentals
 - County work report
 - NRCS report
 - DNR report
 - LCO report
12. Monthly expense vouchers
13. Other matters for discussion only

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Kris Mayberry
Sawyer County Clerk



minutes of the meeting of the Land, Water, and Forest Resources Committee
 Sawyer County Board of Supervisors
 October 7, 2015; Assembly Room; Sawyer County Courthouse

members present: Dean Pearson (Acting Chair), Bruce Paulsen, Tom Duffy (for Fred Zietlow)

also present: Linda Zillmer; Don Mrotek, Bill Noonan, and Jan Holmes (Sawyer County Snowmobile and ATV Alliance); Jim Kajala (Wisconsin Department of Natural Resources); Jim Miller; Dick Dewhurst (Town of Hayward Planning Commission); Harold Treland; Tom Heinrich; Gary Pulford; Frank Zufall (Sawyer County Record); County Forest Administrator Greg Peterson; Zoning and Conservation Department Director Dale Olson and Assistant Zoning Administrator Jay Kozlowski; County Surveyor and Land Records Department Director Dan Pleoger; County Treasurer Dianne Ince; County Administrator Tom Hoff; County Clerk Kris Mayberry

Motion by Paulsen, 2nd by Duffy, to approve the meeting agenda. Motion carried.

Motion by Paulsen, 2nd by Duffy, to approve the September 9, 2015 meeting minutes. Motion carried.

Linda Zillmer requested that the County's aquatic invasive species program be included on the November Committee meeting agenda.

✓
deed
County Treasurer Dianne Ince presented the results of the 2015 Sawyer County Land Sale. Sealed bids for purchase of parcels of real estate from the list were due October 2, 2015. Of the 13 bids received, 8 of the 26 parcels offered for sale were sold (due to duplicate bids on several parcels). Motion by Paulsen, 2nd by Duffy, to approve highest bids for the 8 parcels sold. Motion carried.

✓
deed
County Treasurer Dianne Ince presented the application of Thorp Properties LLC to purchase a parcel of County-owned land (Lot 6 of Block 11 of the 1st Addition to the Abendpost Beach Subdivision) for \$300. Motion by Paulsen, 2nd by Duffy, to approve the purchase. Motion carried.

County Surveyor and Land Records Department Director Dan Pleoger provided a written department report (copy in meeting file), including reporting that Sawyer County will not (due to the expense of the project) participate this year in an application to the United States Geological Survey for a 3DEP Lidar grant and that Tax Lister Lavonne Nedlose will be working some overtime to catch up with document recordings.

County Surveyor and Land Records Department Director Dan Pleoger reported that the Town of Winter requested a financial contribution from the County towards an estimated \$10,000 expense for an Assessor's Plat for an area around Conner's Lake to resolve long-standing private boundary issues. The Committee discussed a proposal for the County to contribute \$2,500, the Town \$2,500, and the affected landowners \$5,000. Motion by Pearson, 2nd by Paulsen, to authorize Mr. Pleoger to proceed with exploring the option of the County participating in the expenses of an Assessor's Plat. Motion carried.

Don Mrotek (Sawyer County Snowmobile & ATV Alliance) provided a report.

County Forest Administrator Greg Peterson provided a written department report (copy in meeting file).

Jim Kajala (Wisconsin Department of Natural Resources) reported that a County Forest liaison should be in place for the next meeting of the Committee.

✓
Co Bd
Zoning and Conservation Department Director Dale Olson presented a written department report (copy in meeting file) and presented a proposed resolution to repeal the statutory provisions enacted in the State of Wisconsin 2015-2017 Budget concerning shoreland zoning standards. Jim Miller spoke to urge the Committee to take the time to read the information, including the memorandum submitted by Shoreland Policy Coordinator Kay Lutze, before taking action on the resolution. Motion by Paulsen, 2nd by Duffy, to recommend County Board approval of the resolution. Motion carried.

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Co Bd
Assistant Zoning Administrator Jay Kozlowski presented information about amendments to the Sawyer County Zoning Ordinance that may need to be enacted in response to pending and anticipated applications for the construction of boathouses and the effect of statutory provisions enacted in the State of Wisconsin 2015-2017 Budget concerning shoreland zoning standards, including regulation of the construction of boathouses. Motion by Paulsen, 2nd by Duffy, to recommend County Board approval for a moratorium to be in effect for applications to the Sawyer County Zoning and Conservation Department for the construction of boathouses until the Committee and County Board have reviewed options for regulating the construction of boathouses. Motion carried.

The Committee requested that the Zoning and Conservation Department check with Sawyer County Corporation Counsel to determine whether a moratorium can be legally enacted and whether it can apply to pending and recently approved permit applications.

The Committee reviewed the monthly department expense vouchers. Motion by Paulsen, 2nd by Duffy, to approve the vouchers. Motion carried.

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minutes
+
Co Bd
Motion by Paulsen, 2nd by Duffy, to convene into **closed session**, pursuant to section 19.85(1)(e), Wisconsin Statutes, to discuss negotiations for the purchase of the S1/2SE1/4 of Section 15, T 38 N, R 8 W (approximately 80 acres) in Town of Couderay for inclusion in Sawyer County Forest. Motion carried by unanimous voice vote.
[Minutes of closed session are kept in a confidential file in the County Clerk's Office.]
Motion by Paulsen, 2nd by Duffy, to reconvene into open session. Motion carried.

Motion by Paulsen, 2nd by Duffy, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

SAWYER COUNTY LAND SALE – NOTICE FOR BIDS DUE DECEMBER 4, 2015

In compliance with section 75.69, Wisconsin Statutes, the Land, Water, and Forest Resources Committee of the Sawyer County Board of Supervisors will accept bids on the following parcels of county-owned land.

All bids for the parcels listed below that are less than the minimum bid will be rejected.

Bid forms are available from the Sawyer County Treasurer's Office. All bids must be received by the Sawyer County Treasurer's Office, P.O. Box 935 (10610 Main Street), Hayward, Wisconsin 54843 no later than 4:00 p.m. on Friday, December 4, 2015. Bids must state land sale parcel number, description, and amount of bid; and must be accompanied by a deposit of 25% of the bid price by either bank draft or money order made payable to the Sawyer County Treasurer. Please mark the envelope **LAND SALE SEALED BID** when submitting your bid. The 25% deposit will be applied to the purchase price in the case of the successful bidders. All other 25% deposits will be returned. Successful bidders will be required to submit the balance of the purchase price within 14 days of the acceptance of a bid. Be sure the bid is signed and your correct address is given in a clear and legible manner. The Land, Water, and Forest Resources Committee of the Sawyer County Board of Supervisors reserves the right to accept or reject any or all bids. Parcels (and improvements thereto) are sold "as is" and are subject to any and all reservations, easements, and exceptions of record; and are subject to the provisions of Sawyer County zoning, sanitary code, and subdivision control ordinances and regulations, and to any and all federal, state, and local government laws and regulations. By applying for purchase of parcels included in this list the successful applicant agrees to hold Sawyer County harmless for any and all costs and expenses that might be required for procurement of evidence of title, property boundaries, access rights and/or development of said access, and for the condition of the land and/or improvements thereto. The buyer is responsible for inspection of the property prior to the sale. Sawyer County does not guarantee title, acreage, access rights, location of property boundaries, or condition of the land and/or improvements thereto. Sawyer County will issue only quit claim deeds, conveying only whatever interest Sawyer County has in each parcel, upon sale of the parcels, and will reserve any existing road right-of-way and flowage easements. Acreage amounts listed for each parcel in the tax roll and on the land sale list, and tax parcel map depictions of parcels may not be accurate and are not guaranteed by Sawyer County.

legacy parcel identification number	abbreviated legal description	section township range	approx. acreage	minimum bid \$
	TOWN OF BASS LAKE			
	The County owns lots in the Northwoods Beach Subdivision and will sell at estimated fair market value established for such lots by the town assessor			
	TOWN OF DRAPER			
05. 006-439-06 4402	Part SE1/4SE1/4 (south 250 feet of east 100 feet except Wisconsin Highway 70 and town road right-of-ways)	6.39.4	.36	\$310
	TOWN OF HAYWARD			
07. 010-162-00 2400	Lot 24 and part of Lot 25, Pete Dye's Hayward Golf Course; Lot 2, Certified Survey No. 7084, Volume 27, Page 192; Covenants Volume 818, Pages 104-204; Affidavit Document 334542	32.41.8	.927	\$11,250
08. 010-162-00 3900	Lot 39, Pete Dye's Hayward Golf Course; Covenants Volume 818, Pages 104-204; Covenants Volume 818, Pages 104-204; Affidavit Document 334542	32.41.8	.62	\$11,250
	TOWN OF LENROOT			
09. 014-842-32 2112	Part NE1/4NW1/4	32.42.8	4.80	\$6,150
	TOWN OF MEADOWBROOK			
10. 016-637-03 2204	Part Fractional NW1/4NW1/4	3.37.6	4.08	\$1,860
	TOWN OF OJIBWA			
11. 020-638-09 5202 020-638-09 5203	Part Govt. Lot 2 (east 500 feet of west 600 feet lying N of Highway 27/70) note: +/- 450 feet river frontage but may or may not be buildable lot	9.38.6	1.14	\$3,375
	TOWN OF RADISSON			
13. 022-638-31 2107	Part NE1/4NW1/4	31.38.6	5.00	\$7,500
	TOWN OF ROUND LAKE			
14. 024-741-16 4401	Part SE1/4SE1/4, Lot 1, Certified Survey No. 8068, Volume 33, Page 331	16.41.7	11.90	\$75,000
	TOWN OF SAND LAKE			
16. 026-938-15 1102	East Quarter of the Northeast Quarter of the Northeast Quarter (E1/4NE1/4NE1/4)	15.38.9	10.00	\$15,300
17. 026-939-22 3101 026-939-22 5402	Part NE1/4SW1/4 and Part Government Lot 4	22.39.9	14.12	\$17,475
	TOWN OF SPIDER LAKE			
18. 028-742-20 1201	E1/4NW1/4NE1/4	20.42.7	10.00	\$11,082
	TOWN OF WEIRGOR			
20. 030-190-03 0400 030-190-03 0700	Lots 4, 5, 6, 7, 8, 9, Block 3; Village of Weirgor Subdivision, except that part included in Wisconsin Highway 48 right of way	17.37.7	.960	\$732
21. 030-737-03 5501	Part of Government Lot 5	3.37.7	13.57	\$15,975
	TOWN OF WINTER			
22. 032-539-23 3405	Part SE1/4SW1/4, Lot 2, Certified Survey No. 2161, Volume 10, Page 144	23.39.5	2.60	\$15,000
23. 032-540-30 3209	Part NW1/4SW1/4 lying south of town road right of way	30.40.5	.96	\$3,600
24. 032-540-31 5711	Part of Government Lot 7	31.40.5	.87	\$3,300
	VILLAGE OF RADISSON			
25. 176-738-15 4407	Part SE1/4SE1/4	15.38.7	.480	\$3,600
	CITY OF HAYWARD			
26. 236-174-00 4500	Part of Lot 45 and Lot 46, Riverview Addition Subdivision	22.41.9	.321	\$50,000

MEMORANDUM OF AGREEMENT

BETWEEN

WISCONSIN DEPARTMENT OF NATURAL RESOURCES,

and

Counties with County Forests as defined under ss. 28.10 and 28.11, Wis. Stats.

for implementation of the

Good Neighbor Authority Agreement

I. PURPOSE

This Memorandum of Agreement (Agreement) sets forth the relationship between the Wisconsin Department of Natural Resources (DNR) and any signatory county (County) to this Agreement that partner in the management of the Wisconsin County Forests, as defined under ss. 28.10 and 28.11, Wis. Stats., to work cooperatively in the implementation of the federal Good Neighbor Authority (GNA) entered into by the DNR and the United States Department of Agriculture Forest Service (Forest Service). Completing authorized restoration services shall help the Chequamegon-Nicolet National Forest (CNNF) to more fully implement the CNNF Forest Plan, provide forest products to the local economy, foster collaboration between federal, state and county forest managers, and improve the health and resiliency of forestlands and watersheds within Wisconsin.

II. AUTHORITY

The United States Department of Agriculture Forest Service (Forest Service) is authorized to enter into cooperative agreements with States to carry out authorized forest, rangeland, and watershed restoration services, including timber sales, on federal land and non-federal land under the authority of the Agricultural Act of 2014, P.L. 113-79, section 8206, (Good Neighbor Authority) and the Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, Div. A., Section 101 (e), as amended by P.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, P.L. 111-11, Sec. 3001. Under a cooperative agreement between the Forest Service and DNR, the DNR may conduct forest management activities on federal lands as permitted by federal law and pursuant to Wis. Stats. ss. 20.370 (1) (cz), 20.370 (1) (mv) and 28.15 (GNA Agreement). Further, the DNR may contract with a county for the purpose of conducting forest management activities on federal land under a GNA Agreement pursuant to s. 28.15(3), Wis. Stats. The Catalog of Federal Domestic Assistance (CFDA) number for Good Neighbor Authority cooperative agreements is 10.691.

III. SCOPE

This Agreement establishes the general procedures and requirements for a County to be authorized to complete restoration work as part of a GNA Agreement. This Agreement defines eligibility requirements, procedures for application and award, procedures for identification of the scope of work, primary contacts and communications, eligible and ineligible costs, reimbursement procedures, accounting and reporting requirements and other general agreement conditions. This Agreement is structured and will be implemented in the context of a contract administered in accordance with DNR and Federal grant procedures. Reimbursement received under this Agreement shall be considered a Federal award of funds.

IV. ELIGIBILITY REQUIREMENTS

In order to be eligible to participate, a county must have established and enrolled lands as county forests under ss. 28.10 and 28.11, Wis. Stats. A participating county must have a forester on staff, as defined by s. NR 1.21(2)(e), Wis. Admin. Code.

V. APPLICATION & AWARD, SCOPE OF WORK, & PRIMARY CONTACTS

A. Application Process

The County must submit a completed County Good Neighbor Authority Program Contract (County GNA Contract) application, on a form provided by the DNR, to the DNR National Forest Liaison or DNR GNA Operations Manager indicating the proposed amount of time to be committed to accomplishing authorized activities, the counties in which the County would be willing to complete work, the types of activities the County is willing to complete, and a corresponding budget. Pursuant to Section XIX of this Agreement, the County Forest Administrator shall be authorized to submit an application for a County GNA Contract on behalf of the County.

B. Contract Award

The DNR shall consider the proposed amount of time, location(s), types of activities, and the relative proposed cost of completion, as submitted in a County's application. The DNR shall make County GNA Contract awards based upon the applications submitted from all eligible Counties, with consideration given to the amount, nature and location of work that is available to be awarded to Counties and the amount of County GNA Contract funding that is available to be committed at the time of award. The DNR shall make County GNA Contract awards in a manner that optimizes the amount of work that can be accomplished by the combined efforts of all contributing entities (DNR, participating Counties, private foresters, and private contractors) under a GNA Agreement entered into by DNR and Forest Service. An approved County GNA Contract shall obligate the County to provide approximately the amount of work, identified in hours, for the types of activities and in the locations indicated in the agreement during the effective dates of the County GNA Contract to complete authorized activities, as identified and agreed to in the supplemental work plan attached and made a part of the County GNA Contract. Pursuant to Section XIX of this Agreement, the County Forest Administrator shall be authorized to sign a County GNA Contract on behalf of the County.

All activities performed by the County pursuant to this Agreement shall be consistent with the terms and conditions of the Wisconsin Good Neighbor Authority Agreements (Master and all applicable Supplemental Agreements) entered into between the DNR and the Forest Service, which are available upon request.

C. Scope of Work

The scope of work for the State of Wisconsin under the GNA Agreement entered into by the DNR and the Forest Service is subject to annual revision, during which it is anticipated that the scope of work may be amended by mutual agreement of DNR and the Forest Service and additional activities identified. As a result of anticipated amendments to Wisconsin GNA Agreement scope of work, participating Counties understand and agree that there may or may not be additional activities identified each year in a particular county. County work plans may be modified to include additional activities, on an annual basis, consistent with the GNA Agreement entered into by the DNR and Forest Service.

The amount of time committed, general location (Counties) of work, types of activities to be completed, and the time period for completion shall be identified in the County GNA Contract. The

specific activities (including locations, budgets, completion dates, and other details as needed) to be completed under a County GNA Contract will be identified by DNR National Forest Liaison in consultation with the County and listed in a work plan appended to the County GNA Contract and signed/dated on behalf of the county by the County Forest Administrator and by the DNR National Forest Liaison. It is anticipated that the work plan will be a dynamic document that may be completed at the time of award or thereafter, and which may be amended as needed with the Agreement of both parties. Pursuant to Section XIX of this agreement, the County Forest Administrator shall be authorized to complete and sign a County GNA Contract work plan addendum and future amendments to the work plan on behalf of the County.

D. Primary Contacts & Communications

The primary DNR contact for this Agreement and for any subsequent County GNA Contract, amendment, or work plan addendum shall be the DNR National Forest Liaison, as identified in the County GNA Contract. The primary County contact shall also be identified in the County GNA Contract. The County and DNR primary contacts should stay in regular (i.e., monthly) communication during the County GNA Contract period and keep each other apprised of progress and any complications.

VI. PROJECT COSTS & REIMBURSEMENT

A. Eligible Costs

The DNR will reimburse participating counties for actual salary, fringe benefits, supply and service costs, and actual indirect costs incurred by the County in carrying out a County GNA Contract, up to the total award amount indicated in the County GNA Contract. Only costs that were incurred during the County GNA Contract period and that were identified in the County GNA Contract and all approved scope of work addendums shall be eligible for reimbursement. It is mutually understood and agreed that the final costs may vary from the amount listed in the County GNA Contract budget because budget amounts are estimates. However, the total amount available for reimbursement shall not exceed the total amount identified in the County GNA Contract. Additionally, the amount eligible for reimbursement by activity, as identified within the County GNA Contract scope of work addendum, shall not exceed the amount estimated by activity unless amended in writing by both the DNR and County during the life of the County GNA Contract.

Labor costs for work performed by County Forest staff will be documented using actual hourly rates for each employee multiplied by the hours worked on approved GNA project activities. These hourly rates may include overtime at the overtime pay rate that each employee is entitled to under their compensation plan or contract. The DNR will also reimburse the County for actual fringe benefits costs for all County labor. The County shall also be reimbursed for indirect (overhead) costs incurred during the life of the County GNA Contract at the actual indirect rate identified by the County and agreed to by the DNR. The indirect rate claimed by the County must be certified as true and correct by either the County Finance Director or Corporation Counsel affiliated with the participating County.

B. Ineligible Costs

1. Costs incurred, or work performed, either prior to or after the contract period identified in the County GNA Contract.
2. Costs associated with activities other than those identified in the scope of work attached to and made a part of the County GNA Contract.
3. Costs to purchase equipment, defined as items with an acquisition cost over \$5,000 and a useful life of greater than 1 year.

C. Reimbursements

1. The County must first incur and pay project costs before requesting reimbursement from the DNR. Final reimbursement claims must be submitted within two (2) months from the County GNA Contract end date. The County may submit partial reimbursement requests for eligible costs on a quarterly basis. Reimbursements may be requested by letter from the County authorized representative submitted to the DNR National Forest Liaison and must be accompanied by proof of purchase documentation, such as copies of vendor invoices for services or materials, county finance department reports for salary and fringe expenses, etc.), that support all project costs claimed. Reimbursement requests must also include a brief report of accomplishments since the last reimbursement request.
2. The County agrees to reimburse the DNR for any and all funds the DNR deems appropriate in the event the County fails to comply with the conditions of this Agreement or County GNA Contract, or fails to provide public benefits as indicated in this Agreement or County GNA Contract. In addition, should the County fail to comply with the conditions of this Agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DNR, all obligations of the DNR under this Agreement may be terminated, including further project cost payment.
3. Notwithstanding s. NR 120.19(1)(Intro), the County agrees to comply with cost-containment provisions in s. NR 120.19, Wis. Admin. Code, reimbursement procedures in s. NR 120.23, Wis. Admin. Code, and record retention and auditing requirements contained in s. NR 120.26, Wis. Admin. Code, during the execution of this Agreement.

VII. ACCOUNTING & REPORTING REQUIREMENTS

- A. Accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the County in a separate account. All financial records, including proofs of purchase and proofs of payment, that support all project costs claimed by the County, shall be kept for three years after the final payment is issued by the DNR and made available upon request to the DNR, Forest Service, or a designated agent.
- B. The County shall submit performance reports prior to June 30th annually to the DNR National Forest Liaison and at other times reimbursement is requested. These reports may be brief and must contain a comparison of actual accomplishments to the goals established for the period and reason(s) for delay if established goals were not met. A final performance report shall be submitted either with the County's final payment request, or separately, but not later than 30 days from the end date of the County GNA Contract.
- C. This Agreement is subject to the Office of Management and Budget (OMB) Government-wide Guidance for Grants & Cooperative Agreements found in subparts A through F of 2 CFR Part 200

as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles. The OMB Circulars are available http://www.whitehouse.gov/omb/circulars_default. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>.

- D. In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year at their own expense. A proportional share of the costs for an annual single audit is reimbursable under this grant.
- E. All data and information acquired as part of the project shall be reported to the DNR in the format specified by the DNR National Forest Liaison.

VIII. OTHER GENERAL CONDITIONS

- A. The DNR and the County mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
- B. The DNR agrees that the County shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DNR reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The DNR takes no responsibility for supervision or direction of the performance of the agreement by the County or the Sponsor's employees or agents. The County is an Independent Contractor for all purposes, not an employee or agent of the DNR. The DNR further agrees that it will exercise no control over the selection or dismissal of the County's employees or agents.
- C. The County may decline the offer of financial assistance provided through the County GNA Contract in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, the County GNA Contract may be rescinded, modified, or amended only by mutual agreement in writing.
- D. Failure by the County to comply with the terms of this Agreement or the County GNA Contract shall not cause the suspension of all obligations of the DNR hereunder if, in the judgment of the Secretary of the DNR, such failure was due to no fault of the County. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DNR's discretion.
- E. In connection with the performance of work under this Agreement, the County agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The County agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

IX. NOTICE

The DNR agrees to provide the Counties with prompt notice of changes to federal law, Wisconsin Statutes, Wisconsin Administrative Codes, the GNA Agreement entered into between the DNR and the Forest Service, guidance, and practices that may impact the Parties, this Agreement, and the County GNA Contract if such changes are identified by the DNR.

X. TERM OF AGREEMENT

This Agreement will take effect upon signature by the DNR and the signatory County, and shall continue through August 4, 2025. Sixty days prior to the termination date, the Parties may evaluate and negotiate necessary changes. If no changes are required, the Agreement will automatically renew for an additional ten years.

XI. TERMINATION

Termination of this Agreement prior to August 4, 2025, is possible upon 60 days written notice by either party. All project activities approved and initiated prior to the termination date shall continue to completion. After a project has been started or funds expended for an activity identified in the County GNA Contract or any scope of work addendum, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.

XII. LIABILITY

On behalf of itself, its officers, directors, members, employees, personnel, agents, and representatives, all Parties agree that they shall be responsible for their own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other Parties, nor the results thereof to the extent authorized by Wisconsin law. The County agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the DNR and all its officers, employees and agents, to the extent allowed by law, 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 occupancy, use, service, operation or performance of work in connection with this Agreement or omissions of County's employees, agents or representatives.

XIII. ASSIGNMENT

No right or duty of this Agreement, in whole or in part, may be assigned, delegated or subcontracted without the written consent of all Parties.

XIV. AMENDMENT

No amendment to this Agreement is possible except in writing and signed by all Parties before the end date of this Agreement.

XV. COMPLETE AGREEMENT

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

XVI. CONTROLLING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

XVII. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the purpose and scope of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose and scope of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

XVIII. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

XIX. DELEGATION

Pursuant to Section V.A of this Agreement, the County Forest Administrator is authorized to submit an application for a County GNA Contract on behalf of the County. Pursuant to Section V.B, the County Forest Administrator is authorized to sign a County GNA Contract on behalf of the County. Pursuant to Section V.C, the County Forest Administrator is authorized to complete and sign a County GNA Contract work plan addendum and future amendments to the work plan on behalf of the County.

The DNR National Forest Liaison, DNR GNA Operations Manager, and DNR GNA Business Manager are authorized to complete and sign a work plan as addendum to the County GNA Contract and any amendment to the County GNA Contract on behalf of the DNR.

XX. SIGNATURES

The DNR and Counties may separately sign this Agreement which shall, in the aggregate, be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the counterpart held by the DNR shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last date written below.

Wisconsin Department of Natural Resources

By: _____ Date _____
DNR Secretary

_____ County

By: _____ Date _____
_____ County Board Chair

By: _____ Date _____
_____ County Forestry Committee Chair

By _____ Date _____
_____ County Forest Administrator

County Good Neighbor Authority (GNA) Program Contract

Submit to DNR National Forest Liaison
or DNR GNA Operations Manager

Form ____ - ____ (R 10/15)

NOTE: Failure to return a signed form to the Department of Natural Resources will result in the denial of funds. The information contained in this form will be used to establish reimbursement eligibility for the Good Neighbor Authority Program. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. Light gray boxes to be completed by DNR.

PART 1. CONTRACT ADMINISTRATION INFORMATION

DNR Contract Number	Contract Period From _____ through _____	Total Contract Amount \$ XX,XXX.XX
Project Name		
Project Sponsor		
County Authorized Representative and Contact Information Name: Phone Number: Fax Number:	DNR National Forest Liaison (NFL) Name: Phone Number: Fax Number:	
Mailing Address	Mailing Address	
City, Zip Code	City, Zip Code	
E-mail for County Contact	E-mail for DNR NFL	

PART 2. PROJECT BUDGET

NOTE: Total contract amount below cannot be exceeded without prior approval and written amendment to this contract.	DNR Share
1. County staff salary	\$ AA,AAA
2. Fringe benefits	\$ BB,BBB
3. Supplies and services	\$ CC,CCC
4. Indirect (overhead) costs <small>*(See Part 4)</small> XX.X% percent	\$ DD,DDD
Sub-Total Contract Amount	\$ EE,EEE
Total Contract Amount	\$ FF,FFF

PART 3. PURPOSE AND SCOPE

This contract shall obligate the PROJECT SPONSOR to provide approximately X,XXX hours over the contract period to complete authorized activities, as identified and agreed to in the supplemental work plan addendum, within the following counties.

AAAAAA County, BBBBBB County, CCCCCC County, DDDDDD County

The PROJECT SPONSOR is primarily willing to complete the following types of activities (check all that apply).

<input type="checkbox"/>	Timber sale boundary establishment
<input type="checkbox"/>	Timber marking
<input type="checkbox"/>	Timber cruising
<input type="checkbox"/>	Timber sale administration
<input type="checkbox"/>	Reforestation site prep
<input type="checkbox"/>	Reforestation planting/seeding
<input type="checkbox"/>	Regeneration monitoring
<input type="checkbox"/>	Other forest and watershed restoration projects
<input type="checkbox"/>	Other: _____

The specific activities to be completed for this project will be identified by DNR National Forest Liaison, identified in Part 1 above, in consultation with the PROJECT SPONSOR and shall be agreed to in writing by the PROJECT SPONSOR and the DNR National Forest Liaison as part of the work plan addendum to this contract. Work plan may be completed after this contract is fully executed and may be amended in the future as needed and agreed by both parties.

PART 4. SPECIAL CONDITIONS

This contract provides funding and authorizes reimbursement by the DNR for this project during timeframe specified in Part 1 above.

The PROJECT SPONSOR must have entered into a Good Neighbor Authority Memorandum of Agreement (MOA) with the DEPARTMENT prior to entering into this contract; this contract hereby incorporates all terms and conditions of that MOA in effect at the time of signature of this contract.

This contract shall be utilized to implement a portion of the Good Neighbor Agreements between the DNR and USDA Forest Service; USFS Agreement Numbers: 15-GN-11091300-108 and 15-GN-11091300-109.

This is a reimbursement program. This means that the PROJECT SPONSOR must first incur and pay project costs before requesting reimbursement from the DNR. Reimbursement shall be based on **actual** (not estimated) salary, fringe benefits, supply and service costs incurred. Proof of purchase or expenses incurred is required prior to payment.

The PROJECT SPONSOR may be reimbursed for **indirect costs** at the rate indicated under Part 2 above. This rate must be affirmed as true and correct by either the County Finance Director or Corporation Counsel with signature affixed under Part 5 below.

The DNR hereby promises, in consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the total contract amount above and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay for eligible project costs. The PROJECT SPONSOR hereby promises, in consideration of the promises made by the DNR herein, to execute the project described herein in accordance with this contract.

The Total Contract Amount listed under Part 2 above is the maximum amount that the DNR will reimburse under this contract, unless increased by written agreement of both parties.

PART 5. SIGNATURES

I certify that the indirect cost rate percentage in this contract is true and correct and in conformity with applicable Wisconsin Statutes.

Print Name Title (County Finance Director or Corporation Counsel)

Signature of County Finance Director or Corporation Counsel Date

I certify that information in this contract is true and correct and in conformity with applicable Wisconsin Statutes. My complete application includes this signed contract and attached work plan.

FOR THE PROJECT SPONSOR
By:

FOR THE STATE OF WISCONSIN
By:

XXXXXX XXXXXXXX, County Forest Administrator
_____ County

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Date Signed

Date Signed

Good Neighbor Authority Program
 DNR Contract Number _____

Work Plan
 County Good Neighbor Authority Program Contract – Addendum

Activity:	Estimated Cost:	Estimated Completion Date:	Initials & Dates	
			DNR	County
EXAMPLE Mark and cruise all stands in the "Turtle Stroke" timber sale area (maps & stand list attached) according to all provisions of the GNA Supplemental Project Agreement.	\$14,800 (300 hrs x \$46/hr) + \$1,000 paint.	1/31/2016	MJS 10/10/15	FTS 10/10/15
EXAMPLE Complete anchor chain scarification of stand #09130302124007.	\$4,200 (60 hrs x \$42/hr) salary + (60 hrs x \$28/hr) equipment.	10/31/2016	MJS 12/15/15	FTS 12/12/15

Add additional rows and pages as needed.



Request on behalf of ABSF to have a well installed at the Fire Tower Aid Station

Currently we are delivering large amounts of water to the aid station at the intersection of the Seeley Fire Tower Road and the Birkie Trail four times per year. The Birkebeiner Races require 800 gallons, and the Birkie Tour, Trail Run, and Fat Bike Race each require 100 gallons. Due to the underdeveloped access to the station and sheer volume of water, this is a difficult, resource intensive task. We are proposing to:

- 1) Drill a well at Fire Tower Aid Station, adjacent to the existing building.
- 2) Install a water line into the building for filling the event water tanks and a line to the outside of the building that can be accessed by trail users in the warm months.
- 3) Initially power will be run by a propane generator for Birkie Events.
- 4) Phase II would be to install a small solar until to run the well pump in the warm months for all trail users.
- 5) ABSF will cover all costs for install, maintenance, and monitoring.
- 6) If this project is successful, we would be working to upgrade the Aid Stations at Boedecker Road, Gravel Pit, and Mosquito Brook with a similar system.

Thanks for considering –

Ben Popp