



LAND INFORMATION DEPARTMENT

John Lefebvre
Director

Greg Cleereman
Conservationist

Tina Barnes
Property Lister

AGENDA LAND INFORMATION COMMITTEE

DATE: Monday, February 10, 2014
TIME: 9:00 a.m.
PLACE: Marinette County Courthouse - Land Information Department Meeting Room (C129)

1. Call meeting to order
2. Approve agenda
3. Approve minutes of the December 9, 2013 meeting.
4. Public Comment - Any person desirous of addressing the Committee on any subject under the Committee's jurisdiction shall first obtain permission from the Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Committee Chairperson.
5. Discuss/consider approval of contract with the Lake Noquebay Rehabilitation District for operation and maintenance of Lake Noquebay Dam for 2014. Action, if any.
6. Discuss/consider authorization for the GIS Coordinator to attend the Wisconsin Land Information Association Annual Conference February 12-14, 2014 in Middleton, WI. Action, if any.
7. Correspondence. Action, if any. (Correspondence if not specifically listed below will be for information only)
 - Resolution from Eau Claire County Opposing Senate Bill 349 and Assembly Bill 475 Limiting Local Control Regarding Nonmetallic Mining, Air and Water Quality and Highway Damage and Use Contracts.
8. Report(s) by Land Information Staff on Departmental programs and activities. Action, if any.
9. Discuss January 2014 schedule of invoices. Action, if any.
10. Schedule next meeting ~ Monday, March 10, 2014
11. Identify possible items for discussion and consideration at the next meeting
12. Adjourn

Alice Baumgarten
Clancy Whiting
Ellen Sorensen

Ted Sauve
Robert Holley
Renee Miller

Larry Nichols
John Fendryk

Joe Policello
Kathy Brandt

NOTE: Agenda items may not be considered and acted upon in the order listed

If you are an individual with a disability and need a special accommodation while attending this meeting, as required by the Americans with Disabilities Act, please notify the County Clerk, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD# 715-732-7760)



Item 5

AGREEMENT
Marinette County
And
Lake Noquebay Rehabilitation District

THIS AGREEMENT is entered into by and between the Marinette County (County) and the Lake Noquebay Rehabilitation District (District) for the purposes of operating and maintaining the Lake Noquebay dam.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement, the above named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence on January 1, 2014 and continue until December 31, 2014 during which period all performance as described in this agreement shall be fully completed to the satisfaction of the County.
2. CANCELLATION: The County reserves the right to cancel this agreement in whole or in part, without penalty, due to non-appropriation of funds or for failure of the District to comply with terms, conditions, and specifications of this agreement.
3. AGREEMENT AND AMENDMENTS: This agreement, together with the specifications, referenced parts and any amendments shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any agreement revisions including cost adjustments and time extensions shall be made by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: This agreement or any right or duty in whole or in part by the District under this contract may be assigned, delegated or subcontracted to outside associates or consultants without the written consent of the County. The District will inform the County in writing along with copies of subcontracts or agreements of any such subcontractors and outside associates or consultants required in connection with the services covered by this agreement.
5. DESCRIPTION OF WORK: The District agrees to perform the following services to operate and maintain the Lake Noquebay dam in accordance with the Project Work Program, referred to as Attachment A, and made a part of this agreement by reference:
 - A. Dam Operation

B. Grounds & Maintenance

C. Record Keeping

6. COUNTY/DISTRICT CONTACTS: All communications regarding this agreement will be made through the designated County/District contacts. The designated contacts are:

County - Greg Cleereman
Land Information-Land and Water Division
1926 Hall Avenue
Marinette, WI 54143-1717
Tel: work (715) 732-7783

District - Miles Kresl Chairman, Board of Commissioners
Lake Noquebay Rehabilitation District
N8062 Boat Landing Rd
Crivitz, WI 54114
Tel: (715) 854-3617

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the County in the event of substantial failure of the District to fulfil its obligation under this agreement, provided, that the County shall give the District not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the County an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the District (or County request to return a prorated amount of advance payment made to the District) at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the District's default. The equitable adjustment for any termination shall provide for payment to the District for services rendered and reasonable expenses incurred prior to the termination. The County will not be responsible for District commitments, subcontracts or otherwise, for services that have not been delivered.
- C. Upon receipt of a termination action pursuant to paragraph A above, the District shall (1) promptly discontinue all services affected (unless the notice directs otherwise); and (2) deliver or otherwise make available to the County all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the District in performing this agreement, whether completed or in process.

- D. Upon termination pursuant to paragraph A above, the County may take over the work and carry on the same to completion by agreement with another party or otherwise.
- E. The rights and remedies of the County and the District provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8. PAYMENT:

- A. The County agrees to reimburse the District a total of \$3,000 for the work to be done under this agreement. Compensation is intended to be provided from County funds as budgeted and approved by the Marinette County Board.
- B. The District agrees to provide the County with a bill for full \$3,000 advance payment upon the signing of this agreement by both parties; or bill in three payments - one-third after signing of agreement by both parties, one-third midway through the agreement period, and one-third at the end of the agreement period and the delivery of services outlined in Attachment A.
- C. Bill(s) shall be sent to:

Land Information Department
Attn: Greg Cleereman
1926 Hall Avenue
Marinette, WI 54143-1717

9. RECORDS AND ACCESS: The District shall, for a period of three (3) years after completion and acceptance by the County, maintain books, records, documents, and other evidence directly pertinent to performance of work under this agreement in accordance with generally accepted accounting principles and practices. The District shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the County. The County, their agents, or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The District shall provide proper facilities for such access and inspection.

Records referred to the above shall be maintained and made available during the performance under this agreement and until three years from the date of final payment. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

10. INDEPENDENT CONTRACTOR: The District is an Independent Contractor for all purposes, including workers' compensation, and is not an employee or agent of the County.

11. INDEMNIFICATION: The District agrees to save, keep harmless, defend and indemnify the County and all its officers, employees and 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 (County 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 District's employees, agents or representatives.

12. APPLICABLE LAW: The laws of the State of Wisconsin shall govern this agreement. The District shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this contract.

The undersigned, as representative of the County and as representative of the District, hereto agree to this agreement.

MARINETTE COUNTY

Date _____

By _____
 Kathy Brandt
 County Clerk

LAKE NOQUEBAY REHABILITATION DISTRICT

Date _____

By _____
 Miles Kresl
 Chairman, Board of Commissioners

PROJECT WORK PROGRAM
OPERATION & MAINTENANCE OF LAKE NOQUEBAY DAM

DAM OPERATION

Lake Levels

In accordance with DNR permit 3-WR-576 the water level of Lake Noquebay is to be maintained between a minimum of 92.00 feet and a maximum of 92.40 feet at all times, insofar as it can be accomplished (holding the lake level between 92.25 feet and 92.33 feet whenever possible), except during the drawdown period. The winter drawdown allows Marinette County to lower the water level below the minimum established level of 92.00 feet to a level of 90.75 feet between October 15 and the spring break up/ice out of any calendar year. **The Lake Noquebay Rehabilitation District (District) will comply with these conditions to protect the public resources that are associated with Lake Noquebay and to avoid an enforcement action by the Wisconsin Department of Natural Resources.**

Drawdown and Excessive Downstream Flows

Excessive flows during drawdown can have a flushing effect on the downstream aquatic community and hamper recreation activities such as duck hunting and trapping. To minimize negative impacts of high flows, it is required that during the drawdown the lake level elevation must be drawn down only one inch each day. The Wisconsin Department of Natural Resources has calculated that this drawdown rate will pass approximately 100 cubic feet per second of water downstream in addition to the normal stream flow. This should allow enough time to draw the lake down to the 90.75 level before the freeze up and should also protect the downstream area from flooding. To optimize the drawdown, the lake level should be at the minimum 92.00 level before the drawdown begins on October 15. **The District will follow the above requirements to minimize the negative impacts of high flows during drawdown.**

Minimum Flow Requirements

Section 31.34 Wisconsin Statutes requires that a dam pass at all times at least 25% of the natural low flow of water on a stream. The purpose of this statute is to ensure that there will be adequate water to protect, enhance and preserve the downstream aquatic resource. Violations of this statute are subject to a \$1000 fine. The U.S. Geological Survey office in Madison has calculated this natural low flow to be 42 cubic feet per second, and that a four inch gate opening with the lake level at 90.75 feet would result in a flow of approximately 16 cubic feet per second and would satisfy the 25% of natural low flow requirement. **The District will comply with the 25% of the natural low flow requirements of this statute.**

General

The gauge on the dam should be checked daily to maintain water levels, and more frequently during periods of heavy runoff and during the drawdown and refilling of the lake. **The District will notify the Marinette County Land and Water Conservation Division (County) prior to the drawdown and refilling.**

GROUNDS & MAINTENANCE

Embankments

Preventing erosion and maintaining a good grass cover on the embankments increases the chance that the dam will be able to withstand overtopping. **The District will mow grass on the embankments so that it stays 4-8 inches tall; and keep the embankments free of trees, brush, and broadleaf plants.**

Problem Reporting, Repairs and Authorization

The dam, gauge, light, walkway, and safety barriers need to be maintained in good working order and in safe condition. **The District will report embankment erosion problems, structural deterioration, need for repairs, and other problems to the County.** The District is authorized to spend up to \$50 for dam repairs or improvement without County authorization. The District has the authority to make necessary repairs if an emergency situation exists that requires immediate attention and they are unable to contact the County. Repair and improvement costs will be the responsibility of the County.

Emergency Contacts

In the event of dam failure, or if dam failure appears imminent, **the District should contact Marinette County Sheriff Department at 911, Wisconsin Division of Emergency Government 24-Hour Emergency Hotline at 800 943-0003, and the Marinette County Land and Water Conservation Division at 732-7780.**

RECORD KEEPING

Daily Record of Operation

Maintaining a daily record of operation is important for liability protection and provides a historical record. **The District will maintain daily logs which include the recording of date of inspections, water levels, gate openings and settings, maintenance performed, and unusual occurrences.** The County will provide the District with appropriate daily log materials.

Enrolled No. R157-086

RESOLUTION

File No. 13-14/108

-OPPOSING SENATE BILL 349 AND ASSEMBLY BILL 476 LIMITING LOCAL CONTROL REGARDING NONMETALLIC MINING, AIR AND WATER QUALITY AND HIGHWAY DAMAGE AND USE CONTRACTS-

WHEREAS, the expansion of industrial sand mining and processing in western Wisconsin raises significant local public health, economic, environmental, and quality of life issues; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 have been introduced in the Wisconsin legislature to restrict local governmental authority to regulate nonmetallic mining and to limit certain governmental powers; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 prohibits local governmental units from imposing restrictions related to water or air quality and water quantity; requiring monitoring of water or air quality and water quantity; establishing or enforcing a standard of air or water quality; or issuing permits related to water or air quality and water quantity; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 remove the power of a county to administer an air pollution control program with requirements that are consistent with or stricter than those in relevant state law; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 have the potential to remove the county's authority to administer ordinances related to water quality and quantity as well as restricts the county from monitoring, or requiring monitoring of, surface or ground water to determine consistency with state law; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 prohibit a county from enacting or enforcing a nonmetallic mining reclamation ordinance that requires an operator to obtain a permit other than a reclamation permit, includes a standard of air or water quality, or is more restrictive than Wisconsin DNR standards; and

WHEREAS, Senate Bill 349 and Assembly Bill 476 prohibit counties from imposing any fee or other charge on a highway user for damage to highways caused by the highway user unless the county has entered into a contract with a highway user to reimburse the municipality or county for the cost of repairs to a highway that meets certain specific requirements, including a requirement that the proportion of damages caused specifically by the highway user must be determined by an engineer selected by the user and the county and paid equally by the user and county; and

WHEREAS, the health, safety, economic, environmental and quality of life impacts of these operations are primarily issues of local concern.

NOW, THEREFORE, BE IT RESOLVED that the Eau Claire County Board of Supervisors does hereby support local control of nonmetallic mining and opposes Senate Bill 349 and Assembly Bill 476 and any state legislation that would preempt the ability of towns and counties to craft their own regulations tailored to their individual circumstances.

BE IT FURTHER RESOLVED that the Eau Claire County Board of Supervisors does hereby support management of water and air resources through local ordinances that ensure protection of our local resources as well as the health and safety of our citizens.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Walker, Senators Moulton and Vinehout, Representatives Bernier, Wachs and Petryk, Wisconsin DNR Secretary Stepp, the Wisconsin Counties Association; and the Wisconsin Towns Association.

ADOPTED: December 17, 2013

STATE OF WISCONSIN

COUNTY OF EAU CLAIRE ^{SS}

I, Janet K. Loomis, County Clerk in and for said county, do HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Eau Claire County Board of Supervisors at the meeting held on December 17, 2013.



Janet K. Loomis
County Clerk