



**AGENDA FOR THE
JUNEAU COUNTY BOARD OF SUPERVISORS
Wednesday, August 22, 2012
COUNTY BOARD ROOM-ROOM 200**

- * 9:30 a.m. Call to Order
 Roll Call
 Opening Prayer/Pledge of Allegiance
- * 9:35 a.m. Approve minutes of July 17, 2012 Meeting of the Juneau County Board of Supervisors
- * 9:40 a.m. Appoint Duane Weed to Zoning & Wetlands Adjustment Board - 7/2015
- * 9:45 a.m. Amy Thornton-Vision 20-20 (WWTC)
- *10:00 a.m. Resolution 12-45*Approval of a Memorandum of Agreement Between the County and the DNR
 Regarding the Knowles-Nelson Stewardship Land Acquisition Program
- *10:05 a.m. Resolution 12-46*Declaration of the Stance of Juneau County Regarding the Route of the Badger
 Coulee Transmission Line, if any, Running Through Juneau County
- *10:15 a.m. Ordinance 12-02*Adoption of New Federal Emergency Management Agency (FEMA) Flood
 Insurance Rate Maps (FIRMS) and Flood Insurance Study (FIS) and a Revised Floodplain Zoning
 Ordinance (Ordinance In Packet)
- *10:25 a.m. Resolution 12-47*Extending Reclassification Freezes Through The End of 2013
- *10:35 a.m. Resolution 12-48*Authorizing a Purchase Agreement with Hartje Lumber, Inc. for Materials to
 Construct a Cold Storage Building near the Public Works Building
- *10:45a.m. Resolution 12-49*Amending the Juneau County Forest 15-Year Comprehensive Land Use Plan
- *10:55 a.m. Resolution 12-50*Land Sale to Hecht-Town of Lyndon
- *11:00 a.m. Resolution 12-51*Land Sale to Moratti-Town of Necedah
- *11:05 a.m. Resolution 12-52*Land Sale to Moy-City of Mauston
- *11:10 a.m. Resolution 12-53*Land Sale to Fichtenmueller-Town of Armenia
- *11:15 a.m. Resolution 12-54*Land Sale to Hamburg-City of Elroy
- *11:20 a.m. Resolution 12-55*Land Sale to Pfaff-Town of Lisbon

- *11:25 a.m. Resolution 12-56*Land Sale to Randall-Town of Lisbon
- *11:30 a.m. Resolution 12-57*Land Sale to Gill-Town of Necedah
- *11:35 a.m. Resolution 12-58*Land Sale to Ptacek-Village of Lyndon Station
- *11:40 a.m. Motion to fill position of Child Support Specialist in the Department of Human Services

Committee Reports:

- *11:45 a.m. Zoning-Dave Donnelly
- *11:55 a.m. Treasurer-Denise Giebel

Handouts:

Any Questions:

*These times are estimates only

Access to the handicapped will be provided. If special accommodations are needed, please notify the sponsoring committee by calling 847-9300 phone number. Attention: This notice must be posted on the bulletin board in the Courthouse prior to the meeting in order to conform with 19.83 and 19.84 Wis. Stats.

**MEETING OF THE
JUNEAU COUNTY BOARD OF SUPERVISORS**

August 22, 2012

Chairman Alan Peterson called the meeting to order at 9:35 a.m.

Roll Call: 19 present- Arnold, Brounacker, Brown, Feldman, Granger, Wollmer, Kelley, Kolba, Koscal, Larson, Marchetti, Niles, Peterson, Robinson, Seamans, Waffle, Wenum, Willard, and Lally.

Brounacker led the opening prayer followed by the Pledge of Allegiance.

Motion Larson, second Koscal to approve the July 17, 2012 minutes of the County Board meeting.
Motion carried.

Chairman Peterson appointed Duane Weed to the Zoning and Wetlands Adjustment Board thru July 2015.

Amy Thornton – from Western Technical College introduced Mike Pieper, Vice President of Finance and Operations who gave a presentation regarding the Western Technical College Vision for 2020. Juneau County shows 8.37% outside district enrollment for Western Technical College and 63.2% direct from high school enrollments at the LaCrosse campus. The County Board was presented with an overview of the Coleman Center, Kumm Center, and Integrated Technology Center with a projected budget cost of 69.2 million dollars. Changes for the Diesel and Heavy Equipment Technology, Greenhouse and Horticulture/Landscape Lab and a parking ramp have a projected budget cost of 10.6 million dollars. Overall community support needed is projected to be 79.8 million dollars. Tax levy impact per \$100,000 in property value is estimated to be \$39.00 per year. A Referendum will be presented to the voters at the November 6, 2012 election.
Discussion: Niles, Feldman, Lally.

Tadda entered the meeting – 20 members now present.

Resolution 12-45 * Approval of a Memorandum of Agreement Between the County and the DNR Regarding the Knowles-Nelson Stewardship Land Acquisition Program.

Motion by Arnold and seconded by Larson to adopt.

Wenum questioned the language and references in the Department of Natural Resources Memorandum of Agreement. References are incorrect and if the errors would cause a problem if the resolution were approved at this time. Corporation Counsel indicated that approving the resolution would not cause a problem and that the DNR would be notified to review and consider amending the document.

Roll call: 20 ayes 1 absent: Carlson

Motion carried.

Resolution 12-46 * Declaration of the Stance of Juneau County Regarding the Route of the Badger Coulee Transmission Line, if any, Running Through Juneau County.

Motion by Kelley and seconded by Tadda to adopt.

Koscal indicated that, at the meetings, when asked direct questions regarding route and costs no answers are provided but the discussion is diverted in a different direction.

Brounacker indicated that the lines have a higher voltage and significant magnetic field.

Roll call: 20 ayes, 1 absent: Carlson

Motion carried.

Ordinance 12-02 * Adoption of New Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMS) and Flood Insurance Study (FIS) and a Revised Floodplain Zoning Ordinance (Ordinance In Packet).

Motion by Larson and seconded by Arnold to adopt.
Discussion: Waffle, Donnelly.
Roll call: 19 ayes, 1 absent: Carlson, 1 Nay: Wollmer
Motion carried.

Resolution 12-47 * Extending Reclassification Freezes Through the end of 2013.

Motion by Brown and seconded by Arnold to adopt.
Wenum made a motion to amend the resolution as follows: At the end of the third paragraph, which begins "Now Therefore Be It Resolved," delete the period and add, "except that any request for reclassification initiated prior to the adoption of this Resolution shall be acted upon during September, 2012."
Seconded by Robinson
Discussion: Wenum, Robinson, Brown, Peterson, Arnold
Roll call on amendment: 1 absent: Carlson, Ayes: Lally, Robinson, Wenum Nay: 17
Motion on amendment failed.
Discussion: Lally, Robinson, Lasker, Wenum
Roll call on Resolution: 1 absent, 17 ayes, 3 nay: Lally, Wenum, Robinson
Motion carried.

Resolution 12-48 * Authorizing a Purchase Agreement with Hartje Lumber, Inc. for Materials to Construct a Cold Storage Building near the Public Works Building.

Motion by Arnold and seconded by Brown to adopt.
Roll call: 1 absent: Carlson, 18 ayes, 2 nay: Robinson, Willard
Motion carried.

Resolution 12-49 * Amending the Juneau County Forest 15 Year Comprehensive Land Use Plan

Motion by Niles and seconded by Larson to adopt.
Roll call: 1 absent: Carlson 20 ayes
Motion carried.

Resolution 12-50 * Land Sale to Hecht – Town of Lyndon

Motion by Waffle and seconded by Marchetti to adopt.
All in favor, motion carried.

Resolution 12-51 * Land Sale to Moratti – Town of Necedah

Motion by Larson and seconded by Arnold to adopt.
All in favor, motion carried.

Resolution 12-52 * Land Sale to Moy – City of Mauston

Motion by Niles and seconded by Marchetti to adopt.
All in favor, motion carried.

Resolution 12-53 * Land Sale to Fichtenmueller – Town of Armenia

Motion by Arnold and seconded by Marchetti to adopt.
All in favor, motion carried.

Resolution 12-54 * Land Sale to Hamburg – City of Elroy

Motion by Larson and seconded by Marchetti to adopt.
All in favor, motion carried.

Resolution 12-55 * Land Sale to Pfaff – Town of Lisbon

Motion by Willard and seconded by Marchetti to adopt.
All in favor, motion carried.

Resolution 12-56 * Land Sale to Randall – Town of Lisbon

Motion by Wafle to table this resolution, seconded by Niles.

All in favor, motion carried to table resolution.

Resolution 12-57 * Land Sale to Gill – Town of Necedah

Motion by Niles and seconded by Wafle to adopt.

All in favor, motion carried.

Resolution 12-58 * Land Sale to Ptacek – Village of Lyndon Station

Motion by Larson and seconded by Marchetti.

All in favor, motion carried.

Seaman made a motion to fill the position of Child Support Specialist in Department of Human Services. Seconded by Arnold. Roll call: 1 absent: Carlson 20 ayes, Motion carried.

11:15 Niles left the meeting.

COMMITTEE REPORTS

Zoning - David Donnelly

Handout provided

Motion by Arnold and seconded by Wafle to adopt.

All in favor, motion carried.

Treasurer – Denise Giebel

Motion by Willard and seconded by Marchetti to adopt.

All in favor, motion carried.

NOTE: Departmental handouts and audiotaped report is available for review in the Juneau County Clerk's Office during regular business hours.

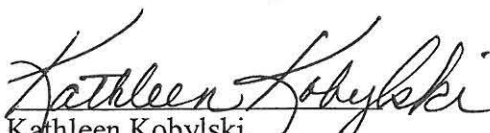
Lally expressed his thanks and commended the Public Works Department for a job well done on seal coating the parking lots.

Marchetti: The Wonevok Legion Hall is sponsoring Civic Night for Elected Officials on September 19th and invite the County Board of Supervisors. Happy hour at 5 and dinner at 6.

Chairman Peterson adjourned the County Board meeting to September 18, 2012 at 9:30 a.m. in the County Board Room. The Executive Committee will meet on September 10, 2012 at 8:30a.m. in the County Board Room to set the agenda for September County Board meeting.

The meeting was adjourned at 11:40 a.m.

I certify the preceding to be accurate and a true account of the proceedings of the Juneau County Board of Supervisors meeting on August 22, 2012. Audio tape and details of the proceedings are available in the County Clerk's Office during business hours.


Kathleen Kobylski,
County Clerk

PUBLIC HEARING ON BUDGET
NOVEMBER 6, 2012

Chairman Peterson called Public Hearing on 2013 Budget.

Finance Committee took over the Public Hearing.
Niles, Chairman, Brown and Larson.

Chairman Niles explained that they were able to get a balanced budget and put \$350,000 into the contingency fund.

Lori Chipman, Finance Director, reported that the guidelines were met with the State of Wisconsin. Total levy was up by .06 cents per thousand of equalized valuation.

All questions were answered.

Motion made by Arnold, seconded by Carlson to approve the Budget for 2013.
Motion carried.

Motion made by Brounacker, seconded by Marchetti to adjourn.
Motion carried.

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION NO. 12 – 45

DATE: August 22, 2012

INTRODUCED BY: Lands, Forestry, Parks, and Zoning Committee

SYNOPSIS: Approval of a Memorandum of Agreement between the County and the DNR regarding the Knowles-Nelson Stewardship Land Acquisition Program

FISCAL NOTE: None.

WHEREAS, the attached Memorandum of Agreement (MOA) is required by the Wisconsin Department of Natural Resources to be entered into by each county wishing to participate in the Warren Knowles – Gaylord Nelson Stewardship Program 2010–2020 Land Acquisition Subprogram, and its terms and conditions are fair and reasonable; and

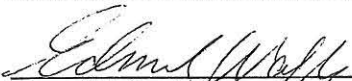
WHEREAS, the MOA is referenced in NR51 (Subchapter XVII) of the Wisconsin Administrative Code and is used to administer the County Forest participation in the Land Acquisition Program; and

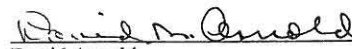
WHEREAS, a number of counties are already successfully utilizing the Stewardship Program under the terms of the MOA to acquire forest land to add productive forest acreage and wildlife habitat, to improve access for public hunting and recreation, and to reduce the public's tax burden through sustainable forest yields;

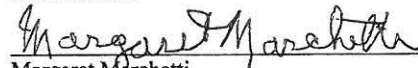
NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors shall and hereby does approve of the aforesaid Memorandum of Agreement and authorize the appropriate county officials to duly execute the document as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON AUGUST 22, 2012.

LANDS, FORESTRY, PARKS, AND ZONING COMMITTEE:


Edmund Wafle, Chairperson

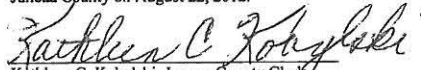

David Arnold


Margaret Marchetti


Jerry Niles


Beverly Larson

Adopted by the County Board of Supervisors of
Juneau County on August 22, 2012.


Kathleen C. Kobylski, Juneau County Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

WISCONSIN DEPARTMENT OF NATURAL RESOURCES,

and the

Counties with County Forests as defined under s. 28.10 & 28.11 Wis. Stats

Warren Knowles-Gaylord Nelson Stewardship Program 2010-2020 Land Acquisition subprogram

I. PURPOSE

The purpose of this Memorandum of Understanding (Agreement) is to allow the Wisconsin Department of Natural Resource's (DNR) Division of Forestry and the any of the signatory twenty nine counties (Counties) to this Agreement that partner in the management of the Wisconsin County Forests as established under s. 28.10 and s. 28.11 Stats., to work cooperatively in maximizing and prioritizing available land acquisition subprogram funding for the betterment of conservation and nature-based outdoor recreation in Wisconsin.

II. SCOPE

This Agreement constitutes the "memorandum of agreement" referenced in s. NR 51.963 Wis. Admin. Code. This Agreement establishes the procedures for a County project submission, priorities for acquisition, eligible costs and funding availability, and which shall be coordinated through the DNR Division of Forestry.

III. DEFINITIONS

Words and phrases defined in s. NR 51.002 and subchapter XIV, NR 51, Wis. Admin. Code, are used in the same sense in this Agreement unless a different definition is specifically provided.

IV. FUNDING

All County and State Forestry projects will be evaluated using the ranking criteria and process in section IV. B & C of this Agreement. Cumulatively, the Counties will be eligible to receive a minimum of 25% of stewardship land acquisition subprogram funding allocated from the appropriation under s. 20.866 (2) (ta) to the DNR Division of Forestry each fiscal year if eligible County projects totaling that amount have been submitted by the Counties. County projects in excess of the 25% may receive funding dependent on their ranking under this Agreement amongst all projects (DNR & County) submitted.

Any portion of each fiscal year's funding allotment designated for County purchases not awarded by the following February 28 shall revert to the Department for land acquisition under s. 23.0917(3), Stats.

V. PROJECT ELIGIBILITY, APPLICATION, APPROVAL AND INVOICING

A. Eligibility

1. Any County having property entered in the county forest law program under s. 28.11(4) Stats. may apply for funding of a project.
2. A project must be for acquisition of property suitable for entry in county forest under s. 28.11(4), Stats.
3. The following property types are ineligible for project funding:
 - a. Any property that has restrictions or other covenants that prevent or limit the property from being managed under ss. 28.11(1) or 23.09(2)(d) Stats.
 - b. Property acquired more than one year prior to a request for funding under this Agreement
 - c. Property used for licensed game farms, fur farms, deer farms, shooting preserves, forest nurseries, or experimental purposes
 - d. Property used for commercial or industrial purposes inconsistent with the purposes of the county forest law in s. 28.11(1) Stats.
 - e. Property with perpetual easements which are inconsistent with the purposes of the County Forest law in s. 28.11(1) Stats.
4. Eligible costs
 - a. Fair market value of the property as determined by DNR appraisal guidelines except as provided in s. 23.0917(b) to (d), Stats.
 - b. Associated costs including appraisal work, land surveys, relocation payments, title evidence, recording fees, historical and cultural assessments required by DNR, and environmental inspections and assessments incurred up to one year before the date of the application submittal.
5. Ineligible costs. Ineligible costs include, but are not limited to, environmental cleanup costs, brokerage fees, real estate transfer taxes, or any other costs not identified in ss. NR 51.002(1) and NR 51.006(2), Wis. Adm. Code., or in section V. A. 4.

B. Application Process

1. Application content. The following components are required for a county to apply for Stewardship Land acquisition subprogram funding:
 - a. Basic applicant information, on a form provided by DNR.
 - b. A comprehensive description of the property to be acquired, including proposed land use, future operation and maintenance plans, and public access provisions consistent with s. 23.0916(2), Stats.
 - c. A map of the property that identifies land forms, water features, forest types, and trail systems.
 - d. A completed checklist as provided under s. NR 52.03(2)(a), Wis. Admin. Code., which is incorporated into the Application Form.

- e. An estimate of eligible project costs as provided under section V. A. 4. (Note: The applicant is not required to have appraisals completed at this time. The application may include an estimate of the fair market value of the property based on the applicant's knowledge of the local real estate market. Any estimate of the value of the property should include comparable arms-length sales that are similar to the subject project. If the project is approved for funding the applicant will be required to comply with s. NR 51.967, Wis. Admin. Code.
 - f. A County Board resolution authorizing the application.
 - g. A real estate option to purchase signed by the seller or a letter of intent indicating the landowners willingness to sell the property subject to terms to be agreed upon at a later date.
 - h. Proof of applicant match for the project, (consistent with s. NR 51.962(4), Wis. Admin. Code).
2. Application Submission –
- a. Applications shall be accepted throughout the year by the Division of Forestry, County Forest Specialist at: 101 S. Webster St., Box 7921, FR/4 Madison, WI. 53707.
 - b. If insufficient funds prevent the DNR or Division of Forestry from making an award in any fiscal year, a county may request that the DNR or Division of Forestry consider the application in a subsequent fiscal year or when additional funds become available.
 - c. While property acquired more than one year prior to a request for funding remains ineligible for funding per section IV.A.3.b. of this Agreement, as an alternative the county may withdraw the application if the timing of the application precludes funding.
3. Ranking criteria
- a. All projects must satisfy the purposes identified in s. 28.11(1) and s. 28.04(2), Stats.
 - b. Management criteria
 - i. Degree to which the property is located within the forest blocking boundaries as identified in the County Forest Comprehensive Land Use Plan (County 15 Yr. Plan) or State Forest Master Plan.
 - ii. Size of the project
 - iii. Degree to which the project provides a physical buffer against land uses that would diminish habitat, management or visitor experience
 - iv. Whether the project would allow for extinguishment of previously secured easements or land use agreements across State / County lands
 - v. Whether the project is free of existing structures or developments
 - vi. Whether the project is identified within an existing plan including the land legacy report, statewide forestry plan, forest legacy plan, Statewide Comprehensive Outdoor Recreation Plan (SCORP), county outdoor recreation plan, county 15 yr. plan, or other similar plans.
 - vii. Frequency and recent history of a County receiving Stewardship land acquisition grants
 - c. Natural Resource criteria
 - i. Whether the project encompasses or protects exemplary natural communities (high conservation value forests) and / or habitats for rare, threatened, and endangered species as identified in the natural heritage database or the wildlife action plan.
 - ii. Degree to which the project provides linkages between blocks of existing public land for habitat connectivity

- iii. Whether the project supports and / or protects highly productive forest land
 - iv. Whether the project contains extraordinary scenic features of regional or statewide significance such as vistas or other significant geological formations.
 - v. Whether the project protects undeveloped / remote lakes, ponds, rivers, undeveloped shoreline, headwaters areas, or recharge areas
 - vi. Degree to which the project protects critical water resources including wetlands, headwaters, groundwater-charge areas or other areas that encompass high quality water resources (Designated Outstanding & Exceptional Water Resources, Wild Rivers, Trout streams).
- d. Recreation criteria
- i. Whether the project either maintains or provides new public access, especially to lakes, streams and rivers
 - ii. Degree to which the project contributes to the development of planned facility / infrastructure identified in a County Forest Comprehensive Land Use Plan (County 15 yr. plan) or State Master Plan
 - iii. Degree to which the project provides connectivity for linear trails; connecting existing public land and creating additional trail opportunities
 - iv. Degree to which the project would help to serve a large populations center or serve as a high use recreation destination point, or located along a major travel corridor for easy access.
- e. Economic criteria
- In addition to considering the economic benefits related to management efficiencies, natural resources and recreation elements above :
- i. Increase the ability to provide direct and indirect benefits from tourism/recreation and timber economies to local and statewide businesses.(consider percent in productive forest and current and future timber values and potential for short term sustainable timber harvests)
 - ii. Degree to which the project expands upon or creates a new recreational use which would benefit the local/regional tourism economy
 - iii. Degree to which the project would reduce current and future costs of services to local units of government or existing State & County ownerships (surveys, encroachments, road maintenance)
 - iv. Whether the project would provide a considerable value for the cost, taking advantage of cost share opportunities, grants, donations to provide a good economic return for the Stewardship funding
 - v. Degree to which the project would maximize Stewardship funds through acquisition at a low cost/acre.
- f. Partnership criteria
- i. Degree to which the project has local / regional support and commitment from the community
 - ii. Degree to which multiple organizations contribute to the acquisition costs
 - iii. Whether the sellers are willing to donate a portion of the property value
 - iv. Whether the project helps protect tribal gathering rights or other culturally important locations
- g. Threats /Risks and Opportunity criteria
- i. Whether the project is at high risk for permanent conversion to development or other land use inconsistent with the purposes of the State or County Forests

- ii. Whether the project is in one larger parcel (360+ acres) or consolidates multiple smaller parcels
- iii. Whether the project is a large working forest within or adjacent to an existing project boundary

C. Approval and Ranking process

1. County stewardship applications received by May 1st of the year preceding the State fiscal funding year will be evaluated in that year's initial ranking process against the aforementioned criteria to determine funding up to the 25% allocation provided in section IV. of this Agreement.
2. If the 25% allocation is not totally encumbered during the May 1st application period other county applications that meet the eligibility requirements will be funded up to the limits of the 25% allocation.
3. Applications received after the 25% allocation is encumbered for a fiscal year will be evaluated jointly with State forest acquisitions based on the criteria in section V. B.3 of this Agreement.
4. Acquisitions that include a restriction on hunting, fishing, trapping, hiking, or cross country skiing will require approval of the Natural Resources Board
5. Ranking process
 - a. Applications shall be rated by a panel consisting of the DNR County Forest Specialist, DNR State Forest Specialist, Chief State Forester or designee, Wisconsin County Forests Association (WCFA) Executive Director, and another individual selected by the WCFA Board of Directors.
 - b. Applications shall be rated based on the criteria in section V. B.3 of this Agreement using the worksheet "State & County Forest Land Acquisition (project) Priority Ranking Tool" that is appended to this Agreement.
 - c. As funding is available and applications are submitted, awards may be made on a continuous basis.

VI. CONFLICT RESOLUTION

In the event a disagreement over a decision made under the terms of this Agreement occurs, a stepped-approach, more specifically described below, will be used to resolve the issue. Unresolved issues will be forwarded to the next level within 30 days of a decision at the prior level. A summary of the discussion and unresolved issues at the prior level shall accompany the request for review at successive levels.

Initial review shall be conducted by:

- A. Level 1 - The DNR County Forest Specialist, WCFA Executive Director, and the complainant shall collaborate to resolve the issue. If no resolution can be reached:
- B. Level 2 - The project ranking panel, consisting of the DNR County Forest Specialist, DNR State Forest Specialist, DNR Chief State Forester or designee, Executive Director of WCFA

and one member appointed by the WCFA Board of Directors shall convene. If no resolution can be reached:

- C. Level 3 - The DNR Chief State Forester, County Board Chair from the county of the complainant, the President of the WCFA Board of Directors, and the Director of the DNR Bureau of Community Financial Assistance will be the final arbiters of the dispute.

VII. NOTICE

The DNR agrees to provide the Counties with prompt notice of changes to the statutes, administrative rules, guidance, and practices that may impact the Parties and the Agreement if such changes are identified by the DNR.

VIII. TERM OF AGREEMENT

The Agreement will take effect for each signatory County upon signature by the DNR and the signatory County, and shall continue through June 30, 2015. Sixty days prior to the termination date, the Parties shall evaluate and negotiate necessary changes. If no changes are required, the Agreement will automatically renew for an additional five years.

IX. TERMINATION

Termination prior to June 30, 2015 is possible upon 60 days written notice by either DNR or any signatory county following the Conflict Resolution process outlined in Section VI. All projects approved prior to the termination date will continue to completion. Termination by an individual County shall only impact that County with respect to this Agreement, and shall not constitute termination of the Agreement for any other signatory County to this Agreement.

X. 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.

XI. 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.

XII. AMENDMENT

No amendment to this Agreement shall be effective except in writing and signed by all Parties.

XIII. COMPLETE AGREEMENT

The Agreement incorporates all attached appendices and documents, and supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the Parties. The Parties shall make copies of the Agreement available to appropriate staff.

XIV. CONTROLLING LAW

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

XV. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the Agreement 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.

XVI. SEVERABILITY

If any provision of the 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.

XVII. 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.

Wisconsin Department of Natural Resources

By: _____
DNR Secretary Date

_____ County

By: _____
_____ County Board Chair Date

By: _____
_____ County Forestry Committee Chair Date

By _____
_____ County Forest Administrator Date